

**USE & ACCESS AGREEMENT – TOWN OF BRISTOL / BRISTOL THEATRE COMPANY –
GUITERAS SCHOOL**

THIS USE AND ACCESS AGREEMENT made this ____ day of April, 2026, by and between Bristol Theatre Company, a Rhode Island nonprofit corporation with an address of 11 Broadcommon Rd, Box 205, Bristol, RI 02809 (hereinafter called the "Bristol Theatre Co"), and the Town of Bristol, a Rhode Island Municipal Corporation with an address of 10 Court Street, Bristol, Rhode Island, 02809 (hereinafter called the "Town").

WITNESSETH:

That, subject to the terms and conditions hereinafter set out, the Town hereby agrees to give the Bristol Theatre Co exclusive use of two basement level classrooms, basement level restrooms and the auditorium for rehearsal and during productions open to the public, located at the Guiteras School, 35 Washington Street, Bristol, RI 02809 (the "Premises").

1. Term. The Agreement term shall run from April 1, 2026 through August 2, 2026, with public productions running from July 30, 2026 through August 2, 2026. Notwithstanding this fixed term, the Agreement may be terminated in the event that the Town of Bristol needs the Premises, provided that the Town shall give the Bristol Theatre Co thirty (30) days' notice of such termination.

2. Fees. In exchange for use of the Premises, the Bristol Theatre Co shall be required to pay the following fees for each production open to the public of the Agreement term: (1) building overhead costs of \$25/hour.

3. Covenants of The Bristol Theatre Co. The Bristol Theatre Co hereby covenants and agrees:

a. To Keep in Repair and in Good Condition. The Bristol Theatre Co will keep the Premises in such repair as the same are at the commencement of said term, reasonable wear and tear and damage by fire or other unavoidable casualty excepted.

b. Storage. The Bristol Theatre Co will not use the Premises for long-term storage.

c. Janitorial Services. The Bristol Theatre Co will be responsible for any and all janitorial services and will ensure cleanliness of the restrooms and restroom product restocking during productions. Furthermore, The Bristol Theatre Co shall keep the Premises swept, orderly and free of accumulated junk and debris, including keeping hallways and common areas clear at all times.

d. Not to Make Unlawful Use, etc. The Bristol Theatre Co will not make, or allow to be made, any unlawful, improper or offensive use of the premises which would be injurious to any person or property, or which would violate the laws of the State of Rhode Island or of the United States, or any ordinance of the Town of Bristol, or which would affect or endanger any insurance on said premises or increase the premium thereof.

e. Not to Make Alterations. The Bristol Theatre Co will not make any alterations or additions in and to the premises without the Town's prior written consent.

f. Not to Assign. The Bristol Theatre Co will not assign, sublet or part with the possession of all or any part of the premises without the written consent of the Town. The Bristol Theatre Co will utilize

the Premises for public theatre-related functions only and with the written consent of the Bristol Town Administrator and/or the Bristol Town Council.

g. To Notify Town. The Bristol Theatre Co will notify the Town of any damage to the building and/or any maintenance issues requiring immediate attention.

h. To Permit Town to Enter. The Bristol Theatre Co will allow the Town, at all reasonable times to enter and view the premises and to make any repairs which the Town may see fit to make.

i. To Permit Town to Make Use of the Premises. The Bristol Theatre Co will work in good faith to accommodate the Town if the auditorium is required for a public Town meeting. The Bristol Theatre Co shall be permitted to leave its equipment set up for the duration of the Agreement.

j. To Yield Up Premises. At the expiration of the term of this Agreement, the Bristol Theatre Co will peaceably yield up to the Town the premises and all buildings thereon, in good repair in all respects, reasonable use and wear and damage by fire and other unavoidable casualties excepted. The Bristol Theatre Co shall clean out any and all materials.

k. To Indemnify Against Accidents and Negligence. The Bristol Theatre Co will hold harmless and indemnify the Town from and against all loss, liability or expense that may be incurred by reason of any claim arising out of or in connection with the Bristol Theatre Co's occupancy and use of the premises, including any accident with the appliances and fixtures installed by the Bristol Theatre Co or the heat, water or other pipes or from any damage or neglect arising from or in any way connected with the use, misuse or abuse of the utilities used by the Town. The Bristol Theatre Co shall also name Town as additional insured in a liability policy of not less than One Million Dollars (\$1,000,000.00) and provide Town with a copy of such policy prior to the Bristol Theatre Co's occupancy of the premises.

l. To Bear Risk for Contents. All property of any kind, excluding Town-owned property, which may be on the premises during the continuance of this Agreement, shall be at the sole risk of the Bristol Theatre Co, and the Town shall not be liable to the Bristol Theatre Co or any other person for any injury, loss or damage to property or to any person or property whatsoever.

m. No Waiver. No assent, expressed or implied, by the Town to any breach of any of the Bristol Theatre Co's covenants shall be deemed to be a waiver of any succeeding breach of the same covenant.

n. Trash and Recycling. The Bristol Theatre Co agrees to abide by the direction of the Building Manager and/or Town's representatives regarding the Bristol Theatre Co trash and recycling.

4. Covenants of Town. The Town hereby covenants and agrees:

a. Quiet Enjoyment. That the Bristol Theatre Co shall peaceably hold and enjoy the premises.

b. Onsite Crowd Control: The Bristol Theatre Co shall provide an onsite crowd control supervisor during public productions.

5. Fire or Other Unavoidable Casualty. In case the premises or any part thereof shall at any time during the term of this Agreement be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use and so that the premises cannot be restored or rebuilt by the Town, this

Agreement shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the ____ day of _____, 2026.

WITNESS:

TOWN:

By its Town Administrator

Steven Contente

BRISTOL THEATRE CO:

By Chairperson:

Marie Knapman