

This is a copy for perusal only.

RENTAL AGREEMENT
Historic Paramount Theatre of Abilene, Inc.

STATE OF TEXAS, COUNTY OF TAYLOR

THIS RENTAL AGREEMENT, made on **XXXXXXXXXX** by and between the HISTORIC PARAMOUNT THEATRE OF ABILENE, INC., known herein as Lessor, acting through the undersigned and duly authorized agent and **XXXXXXXXXX** herein as Tenant, WITNESSETH, that said Lessor does by these presents permit said Tenant to enter and use the property known as the HISTORIC PARAMOUNT THEATRE, located at 352 Cypress street, Abilene, Taylor County, Texas on **XXXXXX/2016** upon the conditions and covenants following:

1. Tenant shall pay all invoiced fees and charges due and payable no later than **FIFTEEN DAYS**. Lessor will assess a 1.5% interest charge on any invoices past due more than 30 days. Tenants may not be allowed to book subsequent events until balances for previous events are cleared. Tenants requiring repeated rescheduling of event dates may incur a non-refundable rescheduling fee of \$100 per occurrence.
2. Tenant will deposit **\$700.00** as earnest money and damage deposit. This money shall be forfeited and paid to Lessor if Tenant fails to carry out this agreement. This deposit shall be credited to the account of the Tenant upon termination of his tenancy provided that no loss or damage to the property has occurred during his activities. Cancellations within 30 calendar days of a scheduled event will result in forfeiture of earnest money and damage deposit to the Lessor.
3. Tenant agrees to use the premises for the purpose of conducting therein "**XXXXXXXXXXXXXXXXXX**" and for no other purpose without the written consent of Lessor first obtained.
4. Tenant agrees to oversee the preparation of the premises for his activities and will be responsible for the condition of the premises during his tenancy. He will be responsible for paying any charges incurred by the Lessor in the timely removal of any excess trash or debris caused by his activities. He will also be responsible for any damage to fixtures, furnishings, stage equipment, stage draperies and hardware, plumbing, technical equipment, and stage flooring.
5. Tenant agrees to furnish Lessor a Certificate of Insurance showing proof of \$500,000 Personal Injury and \$150,000 Property Damage liability coverage naming the Paramount Theatre as an additional insured.
6. ***Tenant agrees to hold Lessor harmless in all instances for legal liability and damage to its property whether insured or not, and any injury to Tenant, his agents, employees or invitees and the public, while on the premises.***
7. Tenant agrees to waive all claims for the recovery from Lessor for any loss or damage to its property whether injured or not, and any injury to Tenant, his agents, employees or invitees and the public, while on the premises.
8. Tenant agrees that he will not allow said premises to be used for any illegal or immoral purpose, and that he will not do, or suffer to be done, in or about the premises any act or thing which may be a nuisance or annoyance to occupants of adjoining property or the neighborhood.
9. Lessor agrees that Tenant may use the location name HISTORIC PARAMOUNT THEATRE in advertising and publicizing his activity. Tenant is hereby notified that the use of the PARAMOUNT MARQUEE LOGO is copyrighted and permission must be granted by the Lessor for its use.
10. Lessor will provide, at Tenants expense, the personnel necessary for the normal technical operation of the building and the event as determined by the Paramount Theatre's Technical Director. This includes, but is not limited to, backstage supervision, lighting, sound, fly rail, follow spot, and security. This includes all labor necessary to facilitate preparation of the event requirements, rehearsals, performances, load-out, and restoration.
11. Tenant shall provide other front of house personnel including, but not limited to, ticket sellers, ticket takers, ushers, cashiers, and all other non-technical personnel.
12. Lessor will provide, at Tenants expense, *one* person to act as lobby/front of house security during the event's hours of public access to the building. There are no exceptions.

13. Paramount policy dictates that Tenant will be required to hire a *minimum* of three technical personnel to be determined and selected by the theatre's Technical Director and to pay all technical labor charges and fees billed by the Paramount Theatre as determined by the theatre's Technical Director in accordance with the theatre's current rate schedules and policies in order to provide for the proper operation, maintenance, security and safety of the building and its associated equipment and occupants.
14. **Tenant agrees to comply with and be responsible for all music performance copyright requirements including, but not limited to, ASCAP and BMI. Tenant also agrees to furnish Lessor with proof of a valid performance license for all live theatrical productions, concerts, and music performances. Tenant will hold harmless and indemnify Historic Paramount Theatre, Incorporated if said tenant fails to obtain the necessary licenses and authorizations for their public performances.**
15. Tenant agrees to abide by Paramount Theatre regulations regarding live concert bookings. **No rock, rap, or heavy metal concerts are allowed.** Tenant also agrees to limit decibel levels for live concerts to 100db.
16. By law, a fee of up to, but not to exceed, 40% (forty) may be added to any account that becomes delinquent and thus is turned over to a collection agency. This fee can be assessed by the above-named creditor, and may be added to any client's account, per the creditor's approval.
17. Paramount policy dictates that there will be no public consumption of alcohol on the premises, unless that product is served and the service thereof is regulated by a licensed vendor approved by the Lessor. Alcohol is here defined as beer, wine and mixed drinks containing liquor in any combination. The Lessor also reserves the right to prohibit the serving and consumption of alcohol as an addendum to any rental agreement.

This regulation defines the public spaces of the premises as, but not limited to, the lobby, mezzanine, public restrooms, concessions area, auditorium, main stage, balcony, and all publicly accessed exits.

Any changes to this policy approved by the Lessor must be attached to this contract by addendum.

OTHER CONDITIONS: (may be continued on attached page)

SIGNATURES	
LESSOR	
The Historic Paramount Theatre, Inc.	
Organization Name	
Signature	Date Signed
Name	
TENANT	
XXXXXXXXXXXXXXXXXXXXXX	
Organization Name	
Signature of Agent for Tenant	Date Signed
Print Name of Agent	
Tenant Phone Number	
Tenant email address	

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**Rental Guidelines and Policies for the
Historic Paramount Theatre, Inc.**

352 Cypress Street
Abilene, Texas 79601

www.paramount-abilene.org

Phone: 325-676-9620

Fax: 325-676-0642

RENTAL AGREEMENT

1. Contracts for the use of the Paramount shall be issued in print form only. NO verbal agreements shall be binding upon either party. A Facility Rental Contract must be completed and signed by the Paramount's Business Manager and the person(s) who is legally and financially responsible for the event.
2. The Paramount reserves the right to decline to rent or prohibit the use of the facility on a case by case basis.
3. The Lessee is allowed to charge admission for the exhibition of a film or digital media but the license must be secured through the Paramount. A public exhibition license for independent films not associated with a distributor must be on file in the Paramount business office at the time of the event.
4. Lessee agrees to furnish the Paramount with a Certificate of Insurance showing proof of \$500,000 in general liability coverage and \$150,000 in personal injury coverage, naming the Historic Paramount Theatre, Inc. as an additional insured. This must be received no less than seven days prior to the event.
5. **Lessee waives and releases all legal claims against the Historic Paramount Theatre, Inc., related in any way to this rental. Lessee agrees to indemnify and hold the Paramount harmless from all legal claims that may arise from this rental, including but not limited to claims for: 1) loss of personal property, 2) damage to personal property, or 3) personal injury of Lessee, Lessee's guests, employees or agents, or any third party.**
6. A "rental day" is determined as occurring between the hours of 8 am and 12 midnight. Any use of the facility outside those parameters must be negotiated with the theatre management prior to the signing of the Facility Rental Contract. If the event goes beyond midnight, a rental overtime charge of \$100 per hour will be assessed, and hourly labor rates will double.

RENTAL DEPOSIT

7. Rental dates are only secure upon receipt of signed contract and a **deposit of \$700.00**. At the completion of the rental event, this deposit will be deducted from the final invoice. This deposit will not be refunded, however it can be credited to future dates if the event is rescheduled within twelve months. Any event cancelled less than thirty days prior to the scheduled date will result in the loss of the deposit.

RENTAL PAYMENT

8. A written estimate can be supplied with the Facility Rental Agreement. However, the estimate is not an invoice and the actual rental total may exceed the estimate. The estimate is provided as a courtesy and is not binding as the final invoice amount.

9. **Lessee shall pay all invoiced fees and charges no later than fifteen days from the date of the invoice. After 30 days, all unpaid invoices will be assessed a 1.5% interest charge.**

REMOVAL OF PROPERTY

10. Lessees are required to remove all property from the premises immediately following the event unless arrangements have been made with the Technical Director for removal at another time. **There are no exceptions to this rule.** The Paramount will not insure the safety of any property left in the building after an event. Property not collected within 10 days will be disposed of as necessary.

TECHNICAL PERSONNEL AND EQUIPMENT

11. Lessees will be required to hire a minimum of three (3) technicians from the theatre's technical crew. These workers, chosen by the theatre's Technical Director, operate and supervise lighting, sound and backstage management. Their hours are calculated at the close of the event and added to the final billing. The Technical Director has the authority to increase or decrease this crew based on the demands of the rental event.

12. **Only Paramount staff and crew may operate any Paramount technical equipment, including, but not limited to lighting, sound, projection and the theatre's stage rigging system.** All technical needs should be provided to the Technical Director no less than two weeks prior to the event.

13. Lessee is responsible for the set up and removal of any personal and event-specific equipment, including, but not limited to, decorations, drops, signage, computers, catering, and any additional stage equipment not in the Paramount's inventory.

14. The Paramount provides, as part of its technical service, a backstage supervisor. This crew member is charged with the safety and timely execution of the event from backstage, including the fly system and dressing rooms. **This employee is NOT an event stage manager.** The lessee must provide its own personnel to facilitate the event in conjunction with the Paramount crew.

CONCERT RESTRICTIONS

15. The Paramount does not accommodate or engineer any concert sound. Lessees wishing to use the facility for a concert event **must contract the sound rig—including its installation, engineering and removal** with an independent sound company. The Paramount will not negotiate this arrangement.

16. The Paramount does not allow rap concerts.

17. **Due to the theatre's historic overlay, a sound reproduction limit of 100db is enforced. No exceptions.**

SERVICES FURNISHED BY THE PARAMOUNT

18. Custodial services prior to, during, and after each event are the responsibility of the Paramount. This includes trash removal, restroom maintenance, and the cleaning of the auditorium, balcony, and dressing rooms. If it is determined that cleanup after an event is excessive, the Paramount reserves the right to attach an additional \$50 cleaning charge to the final rental invoice.

19. A lobby manager provided by the lessor is **required** for security purposes.

20. All ticket-takers, ushers, box office cashiers, doormen, promotional duties, catering, decoration, etc., are the responsibility of the lessee.

TICKET SALES THROUGH THE PARAMOUNT BUSINESS OFFICE

21. The Paramount will sell tickets for rental events on a limited basis, and only if the sales are for general admission. A fee of \$100 per week tickets were sold will be added to the final invoice. Tickets will be sold through the Paramount's business office from 1 to 5 pm weekdays only. Please note: this does not include selling tickets at the door prior to the event. **The Paramount will not provide reserved seating ticket sales for rental contracts under any circumstances.**

22. Permission from the Paramount's Executive Director must be granted before releasing the Paramount Theatre's phone number on ticket sales information.

LESSEE TICKET SALES IN THE PARAMOUNT LOBBY

23. Lessees of the Paramount Theatre are allowed to set up a ticket sales booth in the Paramount lobby during rental residence in the building **from 1 to 5 pm weekdays**. Lobby sales prior to rental occupation must be approved by the Executive Director and are subject to availability based on building usage. No access is permitted to the Paramount's on-site credit card system. The Paramount will provide one active phone line to the lobby for these sales. *We cannot guarantee exclusivity of the lobby for ticket sales at any time.*

CONCESSIONS

24. The Paramount Theatre shall retain all concessions (food) sales rights and privileges through our lower level concessions stand (including staff). The management retains the right to refuse concessions sales at any event. Lessees are NOT allowed to sell their own concessions under any circumstance without the consent of the Paramount management.

MERCHANDISE SALES

25. When the Lessee opts to sell merchandise during the rental period, the Paramount is in no way responsible for the set-up and management of these activities. Currently, the Paramount does not assess any fee for lessee merchandise sales.

RULES DURING RESIDENCE

26. During residence, the Lessee shall be responsible for any damages to or any loss of Paramount equipment, furnishings, or fixtures. **Please do not move any furniture or attach signs or decorations to any part of the building without approval from the theatre's Technical Director.**

The Paramount stage floor is covered with a Marly rubberized dance floor material.

The Lessee shall be held responsible for any damages to the floor caused by, but not limited to equipment or stage scenery during load in, load out, rehearsals or performance. If the floor is damaged the cost to replace the Marly flooring will be added to the final invoice.

27. While in residence, children under the age of 12 must be accompanied by an adult. Children must not be left unattended, and must not roam the building unattended.

28. The following rules are strictly enforced:

- a. No glass containers of any kind in the auditorium without prior approval.
- b. No helium-filled balloons.
- c. No metallic confetti.
- d. During residence for rehearsals, the balcony is closed.
- e. During rehearsals, no food or drink is allowed inside the auditorium seating area.
- f. No food is allowed backstage at any time. Only water may be consumed backstage and it must be in a spill-proof container.
- g. No painting is allowed in the theatre.
- h. Nothing may be affixed to the stage floor. This includes the use of screws, nails & adhesive.

FIRE PRECAUTIONS

29. The Paramount Theatre is on the National Register of Historic Places, and therefore has very strict occupancy codes regarding fire and audience safety. The use of fire, candles, pyrotechnics and other flammables are approved on an individual basis, and require a fire permit from the City of Abilene. The theatre's Technical Director can make this application upon request. **If you intend to burn candles or use any type of pyrotechnic fire effect, you must notify the theatre no less than 2 weeks prior to your event.** The Paramount will secure a fire permit, and this nominal fee will be attached to your bill.

30. The following are the fire code regulations enforced for all occupancy of the theatre:

- a. **There is absolutely no smoking in any part of the building at any time.**
- b. No parking in the yellow zone in front of the theatre except for immediate loading and unloading of equipment and/or passengers.
- c. Main exit doors must remain unobstructed at all times.
- d. Auditorium exit doors must remain unobstructed at all times.
- e. No seating of any kind is allowed in the auditorium aisles and all aisles must be unobstructed for the entirety of the event.
- f. Rear auditorium fire exits, both floor and balcony level, must be free of any obstructions at all times.
- g. No parking is allowed in the alley behind the theatre except during loading and unloading of equipment.
- h. Balcony emergency exit stairs, including the areas near the exits are off limits to all persons except during an emergency evacuation.

WHEELCHAIR SEATING

31. The Paramount Theatre has six designated wheelchair spaces located as follows: 2-Auditorium Rear Center, 2 House Left outside aisle, rows J and M, and 2 House Right outside aisle, rows J and M.

Please detach this page from the packet and return it along with your signed contract.

**I have read and understand the Rental Guidelines & Policies for the
Historic Paramount Theatre, Inc. and I agree to comply with all of the listed items.**

Lessee Signature: _____

Printed Name: _____ Date: _____

Thank you for choosing Abilene's Historic Paramount Theatre for your event!

Contacts:

Betty Hukill, Executive Director: bhukill@paramount-abilene.org

Barry Smoot, Artistic Director: bsmoot@paramount-abilene.org

Grayson Allred, Technical Director: gallred@paramount-abilene.org

Sara McKnight, Business Manager: smcknight@paramount-abilene.org

Notice to all Paramount Renters

The Paramount has just been licensed by BMI (Broadcast Music International) and must now report all music played in the building. After every event, we must now report whether or not music is played or performed. If you perform or play music associated with your event, be aware that you will be subject to one of the following additional conditions:

If you have a BMI license, you must provide us with that license number, which will not result in addition charge from the Paramount.

If you do not hold a BMI license, and your event is free to the public, you will be assessed by the Paramount, an additional charge of \$30.00, which will be sent to BMI.

If you do not hold a BMI license and you sell tickets to the event, you must report the amount of your gross ticket sales to the Paramount within ten days. The Paramount will then charge an additional amount of .80% of those gross sales, which will be sent to BMI.

If your event traditionally earns more than \$25,000, we strongly suggest that you join BMI yourself and provide us with your license number.

We regret that we have to comply with the loophole in the law that allows BMI to collect from our non-profit and your organization. If you feel a strong objection to this fee, write your congressman.

Thank you for your patronage of the Historic Paramount Theatre.