

**J. Philip Gibbs, Jr. Centre for the Performing Arts
Old Town Theatre**

RENTAL AGREEMENT FOR USE (GENERAL)

(effective January 15, 2018)

The parties to this Agreement are FRIENDS OF THE OLD TOWN THEATRE, INC., P.O. Box 1431, Huntsville, TX 77342, hereinafter referred to as OWNER and _____, here after referred to as USER. Now the above parties to this Agreement agree as follows:

1. PURPOSE: The USER desires to use the J. Philip Gibbs, Jr., Center for the Performing Arts (also called Old Town Theatre) located at 1023 12th Street, Huntsville, Texas, and hereinafter referred to as the THEATRE, for the purpose of _____, and the OWNER agrees that the USER may use the THEATRE for this purpose.

2. TIME(S) OF USE:

- a) Rehearsal date(s) : _____.
- b) Performance date(s): _____.
- c) Special Use: Cost of LIGHT & SOUND TECHNICIAN provided by THEATRE at a cost to USER of \$25/hour unless otherwise arranged: \$150.00 .

3. AREAS OF USE: The areas which may be used consist of the theatre stage, dressing rooms, audience areas (main floor and balcony), lobby, restroom areas, and the alley and adjacent areas for ingress/egress and parking at the rear of the THEATRE. The offices in the balcony area are private and **are not included**. The USER agrees to accept the areas of use **in their present condition**.

4. USE OF THEATRE EQUIPMENT/PROPERTY:

- a) Lighting and Sound systems: The USER may use the theatre lighting and sound systems; however the USER shall have a trained technician, orally approved by the OWNER, to operate the systems OR will meet the cost at \$25/hour of the THEATRE's SOUND AND LIGHT TECHNICIAN. THE SOUND AND LIGHT SYSTEM SHALL NOT BE MODIFIED IN ANY MANNER WHATSOEVER without prior approval from the OWNER. Also the USER must obtain prior approval from OWNER to install any lighting in addition to that already in place.
- b) Other equipment/property: The USER'S use of **any other equipment or property** on the premises must be agreed to by the OWNER.
- c) There shall be no modification of the premises **in any way whatsoever** without the written approval of the OWNER.

5. CONCESSIONS: The OWNER will provide concession service on request, (including alcoholic beverages). Any agreement for concessions must be negotiated as part of the LEASE CONTRACT. The parties agree that the USER may provide/sell refreshments in the lobby area with the understanding that the USER will provide an adequate number of ushers to ensure that food or drink **does not** leave the lobby area and go into any other area of the THEATRE. NO ALCOHOLIC BEVERAGES ALLOWED when concessions are provided or sold by USER. An extra \$100 NONREFUNDABLE cleaning deposit will be required if concessions are served and audience size exceeds 100 people.

6. LIABILITY: It is agreed to and understood, by the parties hereto, that the USER will hold harmless the OWNER against any and all loss, cost, damages and attorneys' fees, due to bodily injury or property damage involving any and all of the performers, guests, personnel and any other persons involved in the use of the

premises by the USER. The Policies & Procedures (attached) more fully discuss the liability assumed by the USER when it is using the THEATRE.

7. SAFETY: The THEATRE has a maximum fire safety seating capacity of 253 seats (plus some handicapped spaces) in the main floor audience area, and 96 seats in the balcony. In addition, there may be up to one hundred additional people in the THEATRE involved in the production, concessions, ushering, etc. These capacities shall not be exceeded. Standing room in the audience areas shall not be permitted. It is the responsibility of the USER to see that these safety rules are followed at all times the USER is using the THEATRE.

8. FIRE EXITS: The doors located at the top of the stairs on either side of the stage, leading from the lower auditorium to the stage area, are classified as fire exits. The aisles behind these doors lead to the exits at the rear of the THEATRE, and the USER hereby warrants that these aisles will be kept clear, at all times, of all props and/or equipment utilized by the USER during its possession of the premises.

9. HEATING AND AIR CONDITIONING: The heating and air conditioning systems have been designed to maintain adequate temperature control in the theatre. Any necessary change in the temperature control settings shall be made by an OWNER'S representative. The USER understands that all mechanical equipment is subject to malfunction. Should the system malfunction, an experienced contractor, retained by the OWNER to maintain and repair the system, will make all reasonable effort to keep the system operational. Should a malfunction cause a cancellation of a performance, the OWNER shall arrange alternate date(s) for the performances(s) at no charge to the USER.

10. CLEAN UP: The USER shall clean the area of use (see paragraph 3 above) such that the THEATRE is left in the same condition as it was when the USER occupied it for the first time (see Section 2.) Cleaning/Damage deposits will be partially refundable, depending on cleaning and supply costs incurred by the THEATRE post-performance.

11. GOVERNMENT AGENCIES AND LAWS: The USER shall comply with all laws, regulations, and ordinances that apply to the use of the THEATRE.

12. PERMITS, LICENSES, and TAXES: The USER shall pay all applicable Federal, State, County, City, etc. fees, taxes, etc. which pertain to the USER'S use of the THEATRE. Also, the USER shall obtain and pay for, all applicable permits and all required licenses, including authorizations to perform copyrighted material. The OWNER shall have no obligation with regard to copyrighted properties performed at the THEATRE.

13. RENTAL DEPOSIT: The USER shall pay the OWNER, at the time this Agreement is signed, a rental deposit of \$_____500.00_____. This rental deposit will be forfeited if the USER does not use the THEATRE in accordance with this Agreement.

14. CANCELLATIONS: The OWNER reserves the right to cancel the use of the THEATRE for reasons of safety of the audience or the facility; if required by a governing authority; or if the OWNER considers the content of the presentation to be inappropriate. If the OWNER cancels a performance, the rental deposit shall be returned to the USER. The OWNER shall not be responsible for any cost incurred by the USER because of a cancellation by the OWNER for the reasons stated above. If the USER cancels an event, the rental deposit is forfeited.

15. OWNER'S REPRESENTATIVE: The OWNER'S representative (hereinafter referred to as the OR) is: _____ . This is the person to contact if there are any questions or problems

regarding the use of the THEATRE. The OR can be contacted at: 936-293-8681.

16. **CLEANING/ DAMAGE DEPOSIT:** The USER shall give the OWNER a cleaning/damage deposit of \$500.00 (combined with #13 above) at the time the Agreement is signed. The OWNER and the USER will inspect the theatre after the USER has completed its use of the THEATRE. If the THEATRE is clean and undamaged the damage deposit shall be returned to the USER. If the THEATRE is not clean and/or is damaged, the cleaning/damage deposit shall be forfeited. Furthermore, if the costs to clean and/or repair the THEATRE exceed the amount of the damage deposit, the USER is responsible for those additional costs incurred by the OWNER. For any event of 150 patrons or more in attendance, or any use of the balcony, \$100 will be automatically withheld from the cleaning deposit for professional cleaning services.

17. **TICKETING SERVICES:** The OWNER shall provide the USER with ticketing services and associated marketing and promotions services upon request at competitive costs. Fees for ticketing, marketing and promotions must be negotiated when the CONTRACT is signed. *See Theatre Leasing Rates and Item #21 below for more information.*

18. **POLICIES and PROCEDURES:** The USER shall abide by all Policies and Procedures which the OWNER has established regarding the use of the THEATRE. These Policies and Procedures (copy attached) are an integral part of this Agreement, and have the same power and effect as every other part of this Agreement.

19. **COSTS:** The costs for the use of the THEATRE, as requested by the USER in paragraphs 1. and 2. of this Agreement, are as follows:

a) Rehearsal: _____ days at \$ _____ per day (USER will be charged only for days used)	\$ <u>0</u>
b) Performance: _____ day(s) at \$ _____ per day	\$ _____
c) Other use: _____ day(s) at \$ _____ per day	\$ _____
d) Ticketing, marketing and promotions	\$ <u>TBD</u>
e) Light and Sound Technician	\$ _____
f) Cleaning/Damage deposit (partially or fully refundable):	\$ <u>500.00</u>
g) Rental deposit (refundable):	\$ <u>500.00</u>
Deposit Subtotal of f) + g)	\$ <u>1,000.00</u>
Total Fees	\$ _____

20. **PAYMENTS:**

a) The cleaning/ damage deposit and the rental deposit are due when this Agreement is signed. These costs amount to \$ 1,000.00.

b) The payment for rehearsal day(s), performance day(s), and other use day(s) is due 3 days prior to the first day of use. If, for any reason, the USER fails to pay this amount within the prescribed time, this Agreement may be terminated at the sole discretion of the OWNER. If the OWNER terminates this Agreement for this reason, the Rental deposit is forfeited. Rental/Damage Deposit will be retained for Performance Charge if no damage is verified.

c) Return of the Rental Deposit and/or the Damage Deposit, if appropriate under the terms of this Agreement, shall occur within three (3) days after the last use of the THEATRE by the USER.

21. **TICKETING:** USER will be responsible for all on-site THEATRE box office sales and all ticket sales UNLESS USER requests ticketing service be provided by OWNER.

22. ONLINE TICKET SALES: At USER'S request, OWNER will provide event online ticket sales and manage the event online box office for USER for a **non-refundable** fee of ____\$6.00____ per ticket sold through OWNER'S online ticket service (passed on automatically to online customers).

If OWNER provides box office ticket sales, USER will pay an additional charge of ___\$5___ per ticket sold through the Old Town Theatre box office and ___\$5___ per ticket sold through the OWNER'S PayPal account (fees in part or full to be passed on to customers).

The following will apply to all online ticket sales provided by OWNER:

1. All revenue from online ticket sales will be deposited into accounts owned and managed by OWNER. OWNER will distribute appropriate online ticket sales revenue (less ticket fees) to USER no more than three (3) business days after the event or performance.
 2. Ticket fees can be passed to online and PayPal ticket buyers (customers) through prior arrangement between USER and OWNER.
 3. Online ticket sales will be initiated by OWNER on a date designated by USER, after the damage deposit and the rental deposit are submitted and this Agreement is signed.
 4. Online ticket sales will **not** be available through the THEATRE'S on-site Box Office.
 5. In the event of cancellation (See Item 14), OWNER will immediately suspend all online ticket sales.
1. If the OWNER cancels the event for reasons stated in Item 14, the OWNER will work with the USER to notify ticketed customers and will transfer purchased tickets to the rescheduled date.
 2. If the USER cancels the event, or if the OWNER cancels the event after the USER fails to meet payment deadlines or guidelines for lease of the THEATRE, the OWNER will work with USER to notify ticketed customers and will reimburse the USER for appropriate ticket sales revenue (less ticket fees) not more than 10 (ten) days following cancellation.
 3. In the event of cancellation, neither the THEATRE nor the OWNER shall be responsible for refunding online (or other) ticket customers or crediting customer PayPal accounts or customer credit cards for ticket sales.

23. PROMOTIONS: OWNER shall not be responsible for any promotions, marketing or advertising for USER'S performance unless agreed to and verified by this contract.

USER should be prepared to share promotional materials, including photos, bios and performance information with OWNER for promotional purposes.

24. THEATRE MARKETING: The OWNER reserves the right to market the Theatre, the organization, and sponsoring organizations and businesses in the form of a promotional slideshow or DVD for 20 minutes before USER's performance.

25. INTEREST and PENALTIES: Interest shall accrue, at the maximum legal rate allowable, on all payments which are more than seven (7) days late.

26. ENTIRE AGREEMENT: This Agreement, including the Policies and Procedures (attached), is the entire agreement of the parties, and there are no oral representations, warranties, or promises which pertain to this

Agreement.

27. COURT OPINIONS: In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not be held to invalidate or render unenforceable any other provision hereof.

28. TIME IS OF THE ESSENCE: Time, especially the time of payment of monies from the USER to the OWNER, shall be the essence of this Agreement.

29. DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

This Agreement is entered into by the parties on the _____ day of _____, in the year _____2018_____ in Huntsville, Texas and is fully performable in Walker County, Texas. As evidenced by the signatures below, all parties have read and agree to all items contained in this Agreement and the Policies & Procedures attached hereto.

OWNER
OLD TOWN THEATRE
P.O. Box 1431
Huntsville, TX 77342-1431

By:
Title: Theatre Manager – Board of Directors

Phone: 936-293-8681
admin@oldtowntheatre-huntsville.org

USER

Printed Name: _____

Signature: _____

Title: _____

Phone: _____

Email: _____

