



Rental Contract

Historic Paramount Theatre

125 - 4th Ave NE

Austin, MN 55912

Phone: 507-434-0934 - E-Mail: paramounttheatre@smig.net

Rental Date(s): _____
Time: _____
Name: _____
Organization: _____
Address: _____
City/State/Zip: _____
Phone: _____
E-Mail: _____

Lessor agrees to rent the Historic Paramount Theatre according to the following terms and conditions:

1. The Paramount Theatre will be furnished, heated, lighted, cleaned and in good order with all permanent equipment and dressing rooms. Backstage technicians, ushers, ticket sellers or other necessary special services or equipment for the performance will also be provided by the Paramount management but paid for by the tenant. **Outside technical personnel must be approved by the Paramount Theatre.**
2. The Paramount Theatre reserves the right to make announcements pre-show and during intermission and distribute information which would relate to future attractions. The Paramount is also entitled to make such announcements as it may deem necessary at any time in the interest of public safety.
3. The Paramount will make available marketing services to Tenant. These services could include publication in the season brochure, inclusion in newspaper ads, posters, mailings or other marketing. These services are available on a cost plus basis.
4. The stage of the Paramount will be made available for set-up on _____
5. The Paramount ticket office will handle general public ticket sales.
6. All receipts of tickets sold will be deposited and a ticket report will be prepared.
7. The Paramount will pay the Tenant within two weeks of the rental date, the net of the ticket sales after the presentation costs have been deducted.
8. The granting of this agreement does not relinquish the Lessor's right to control and manage the Paramount Theatre and enforce all reasonable rules for the management thereof. **Lessor specifically reserves the right to operate and control all aspects of sound/audio, video and lights.** Lessor may further use, during the period covered by this agreement, any portions of the licensed premises for any purpose whatsoever, provided that such uses shall not interfere with the use herein contemplated by the Tenant.
9. In the event that the Lessor is unable to provide the Paramount Theatre, or any of the personnel to be provided by it pursuant to this agreement, because of strike, lockout, public calamity, or Act of God, then both the Lessor and the Tenant shall be excused from further performance of this agreement and amounts deposited shall be refunded.
10. Lessor reserves the right to terminate this agreement without further cause whenever in its judgment a performance contemplated herein is objectionable or contrary to the public interest, or estimated expenses are not paid as scheduled, or in the event of default of any term or condition herein by the Tenant.
11. Lessor will exercise reasonable care to safeguard property of Tenant while in the Paramount Theatre, but shall not be responsible for the personal property of the Tenant, its officers, agent, employees, representatives, volunteers or guests.

Tenant agrees that it will assume the following responsibilities:

1. Tenant agrees to pay in advance one-half of the estimated presentation expenses, including but not limited to rent, backstage technicians, equipment usage and audio visual at least ten working days before the performance. **Upon signing this agreement a deposit of \$200.00 is due. This is forfeited should this date not be used.**
2. Tenant agrees to pay rent and all presentation expenses as defined herein.
3. Tenant agrees to pay the presentation incurred by the Lessor rental and commissions. If for any reason the performance is cancelled or a change in date is required, the presentation expenses incurred will be deducted from the deposit and advance payment made to the Lessor.
4. Tenant agrees to pay the Lessor any additional amounts due over the estimated costs. Payment is due thirty(30) days after receipt of adjusted expenses statement to Tenant.
5. Ticket receipts held by the Lessor shall be accepted as advance payment for estimated costs to the extent such receipts match dollar for dollar the estimated costs.
6. Tenant shall not be excused from the payment of the entire fee provided herein, nor for the payment of the presentation expenses because of its failure, for any reason, to use the Paramount Theatre as contemplated by this agreement.
7. Tenant agrees to defend and hold the Lessor harmless for any claims or causes of action or expenses in connection therewith arising from Tenant's failure to present as scheduled the events contemplated by this agreement.
8. Tenant agrees to provide one chaperone per ten children under the age of 18 if children are involved.
9. Tenant agrees to allow time on move-in day for the entire cast and crew to receive a safety and equipment use and care presentation from the Events Manager.
10. Tenant agrees to provide a copy of the contract with the artist(s) to be presented prior to the execution of this agreement.
11. Tenant agrees to conform to the Paramount policy concerning sale of concessions.
12. Tenant agrees to conform to the Paramount policy concerning video taping or filming of a performance.
13. Tenant agrees that Lessor must approve all publicity or promotional materials before any such materials are distributed.
14. Tenant agrees to provide a complete list of equipment and stage needs at least two (2) weeks in advance of the presentation.
15. Tenant agrees that the load-in, setup, strike and load-out shall be at times specified. In absence of such specification, all strikes and load-outs must take place immediately following the event. Should the Tenant fail to perform at the time(s) specified, the Paramount Theatre may remove and store all equipment and property at the Tenant's expense and risk. Tenant is liable for any loss or damage involved in removing and storing such property. All set, props and miscellaneous items will be removed from the stage and backstage area and all dressing rooms within 48 hours after the last performance. The Paramount may require earlier clearance if another event is scheduled.
16. Tenant agrees to allow a total of fourteen seats per show to be used for the Paramount Theatre at no charge.
17. Tenant agrees to use the Paramount ticket office for ticket sales. The ticket office fee is \$1.00 per ticket or cost of printing tickets, whichever is greater.
18. There will be a 5% service charge for credit card transactions.
19. Tenant agrees to procure and maintain during the entire term of its use or occupancy of the Paramount Theatre, Commercial General Liability with a minimum limit of liability of \$1,000,000 per occurrence, Combined Single Limit, Bodily Injury (including personal injury) and Broad Form Property Damage Liability, naming the Lessor as an Additional Insured to such liability insurance policy. Tenant will also procure and maintain Workers Compensation insurance to State of Minnesota statutory limits and Employer's Liability insurance with a minimum limit of liability of \$100,000 per accident for any and all employees. **Certificates of Insurance evidencing the above described insurance coverage must be provided to the Paramount Theatre with the return of this contract.**
20. Lessor agrees to take responsibility for compliance with US copyright law with proof of agreement to the Lessor with the licensing agencies, specifically ASCAP/BMI and others ten (10) working days prior to the event.
21. INDEMNIFICATION. Tenant agrees to reimburse the Paramount for all damages to the Theatre and/or the Theatre's equipment resulting from the use of the Paramount Theatre. Tenant further agrees to hold the Paramount harmless and indemnify the Paramount including but not limited to the costs of defense, including attorney's fees, from any and all claims from the use of the Paramount.
22. Tenant agrees to not assign to others this agreement or any rights hereunder without the prior written consent of the Lessor.
23. Tenant acknowledges that if any provision of this agreement or its application to any person or in any circumstances shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provision of this agreement.
24. Tenant agrees to be responsible for the payment of State and Local taxes that may be levied against the entertainment or activity being presented.
25. Tenant agrees to ensure that performers and organizational staff will be the only users of the stage and stage wings before, during and after a performance
26. Specifically, and without limiting the generality of the foregoing, the Tenant agrees to save, defend, hold harmless and indemnify the Lessor, its officers, employees and agents, against all claims for loss or damage to property or injury or death to persons, arising from, connected with or occasioned by Tenant's use or occupancy of the Paramount Theatre, unless such claims for loss, damage, injury or death result from the sole negligence or intentional misconduct of the lessor.
27. Tenant agrees to use the Paramount Theatre for the sole purpose specified herein, and for no other purpose and in accordance with all laws, ordinances, rules and regulations of appropriate governmental agencies having jurisdiction.

28. Tenant agrees to comply with the Lessor's policy of prohibiting the use of alcohol, drugs or tobacco products in the Paramount.
29. Official notice required under any provision hereof shall be in writing and mailed or delivered to the parties at the address on Page 1 of this contract.
30. This agreement constitutes the entire agreement between parties, cannot be changed orally, and is interpreted in accordance with the laws of the State of Minnesota.

Total fee is detailed on the attached Rental Offer.

This is the best estimate for direct expenses based upon the information provided. Any changes in time, personnel, or equipment will cause a change in charges.

Signing this agreement means that you have read and will comply with the terms and guidelines established for the Paramount Theatre use attached hereto and incorporated herein.

Contract shall be binding only if executed and returned to the Paramount Theatre by _____. Should the contract not be executed and returned by such date, Lessor reserves the right to withdraw the Rental Agreement as represented in this contract.

After signing this contract, please post the information on your website.

COMPLETE ITEMS:

- **Did you enclose Certificate of Insurance? Yes No**
- **I have read and understand the technical guidelines. Yes No**
- **This contract will be considered incomplete if the above are not answered.**

Signature of Tenant

Paramount Official

Federal I.D. or Social Security No.

Date _____

Please sign and return one copy. Keep one copy for your files.

Thank You!

Revised 10/13/2011

Paramount Theatre Rental Fees

Rental Agreement Disclaimer:

1. Rates are subject to change without notice.
2. Space is subject to availability.

Facility Fees	<u>Commercial</u>	<u>Non-profit</u>
Performance Rental Fees (Sunday-Thursday)	\$350	\$250
(Friday & Saturday)	\$450	\$350
Rehearsal Rental Fee (Up to 4 hours)	\$80	\$50
(each additional hour)	\$20	\$10
Meeting Rental Fee	\$40/hr.	\$20/hr.
(meetings are gatherings of less than 100 people held Monday-Friday)		

Miscellaneous Fees

<u>Item</u>	<u>Cost</u>	<u>Cost</u>
Sound/Lighting Technician	\$20/hr.	\$20/hr
Custodial (Charged when renter brings in foodservice or beverage service)	\$100/day	\$100/day
Grand Piano Rental-without tuning	\$40	\$25
With tuning for this use	\$100	\$85
Ticket Sales Charge for Rental Events	\$1.00/ticket	\$1.00/ticket
Marquee lighting use	(\$50)	(\$50)

A 23% commission will be paid to Paramount for all merchandise sold.
The AACA will report and pay all Minnesota State sales tax from those funds.

The concessions are owned and operated by the Paramount staff.

Renter must submit proof of liability insurance

Paramount Theatre Rental Offer

Facility Fees:

_____ Days @ \$_____ per Day \$_____

_____ Days @ \$_____ per Day \$_____

Rehearsal Fees

_____ Days @ \$_____ per Day \$_____

_____ Days @ \$_____ per Day \$_____

Miscellaneous Fees:

Sound and Lighting Tech Person

_____ Hrs. @ \$20/hr \$_____

Custodial

(Charged when renter brings in foodservice or beverage service)

_____ Days @ \$100/Day \$_____

Grand Piano

Without special tuning - \$40

With special tuning - \$100

\$_____

35mm projector/projectionist @ \$120/film

\$_____

Marquee lighting @ \$50

\$_____

100 Posters @ \$50 designed and distributed

\$_____

**Ticket sales charge of \$1.00 per ticket sold is part of the rental fee
this will be deducted as an expense on your final show accounting.
Date tickets will go on sale _____.

Estimated Total \$_____

Signature of Renter _____

Paramount Official _____

Date: _____

