

**PEROT THEATRE  
RENTAL**

**LESSEE**

**EVENT**

**DATE(S)**

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RENTAL CONTRACT FOR PEROT THEATRE  
TEXARKANA, TEXAS

THE STATE OF TEXAS  
COUNTY OF BOWIE

1. DEFINITIONS

The following words used in the contract agreement hereunder are defined as follows:

- a. Basic Lighting - A single setting of white light for general illumination of stage.
- b. Basic Rigging and Draperies - A single setting of one backdrop and use of legs and borders as hung for masking.
- c. Basic Sound - A single volume, three microphones (maximum), set up.
- d. Tech/Dress Rehearsal - Any rehearsal time in which theatrical lights and/or sound are used.
- e. Move-in/Move-out - The physical moving in or moving out of properties, sets, costumes, and other materials for a performance. Does not mean setting up or tearing down any of the facilities that are rented as a part of the theatre.
- f. Rehearsal Time - Any time necessary to set-up, tear down, or rehearse with only work lights.
- g. Performance - Any time more than 10 people are in the audience with performers on the stage.
- h. Security Deposit - Deposit to insure against damage or theft of Theatre property. Also deposit will not be refunded if LESSEE provides or exhibits entertainment which is illegal, indecent, obscene or immoral. A pre-paid deposit of \$500.00 or more (at the discretion of the Theatre Director) returnable after successful occupancy of the theatre.
- i. Technical Director - Provides information and advice on use of facility and equipment. Supervises and coordinates all technical aspects of theatre and its equipment. Supervises all technical crews (loaders, electricians, flymen, followspot operators, soundmen). If requested, sets lighting cues.
- j. Theatre Director - Provides information and advice on use of facility, equipment, scheduling and costs, hires and supervises all staff from pre-approved lists including Technical Director, House Manager, Box Office and Security Personnel.
- k. CITY – the City of Texarkana, Texas, its successors and assigns, Council Members or employees.
- l. PTMC - Texarkana Regional Arts & Humanities Council, Inc. d/b/a Perot Theatre Management Company (“PTMC”)

PARTIES, PREMISES, FEE TERMS AND SERVICES

2. PARTIES TO THE AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Perot Theatre Management Company, authorized to operate the Perot Theatre, hereinafter called "PTMC" and \_\_\_\_\_ hereinafter called "LESSEE".

3. LEASED PREMISES, TIMES, PURPOSE

Premises

PTMC hereby grants to LESSEE the right to use and occupy the Perot Theatre, including the mezzanine as a traffic area only, its corridors necessary to accommodate patrons and restroom conveniences customarily open to the general public during performance times, located in the City of Texarkana, Bowie County, Texas. Both PTMC and LESSEE accept the terms and conditions set forth in this agreement.

Dates And Times

	12/10/2009
Rental begins at	4:00 PM
and ends at	10:00 PM
SetUp Date/Time	12/10/2009 at 4:00 PM
Performance Time(s)	7:00 PM
Move-out Time By	10:00 PM

Purpose

LESSEE agrees that the premises shall be used only for the purpose(s) of

LESSEE accepts the Perot Theatre and its equipment as being suitable for the purpose(s) specified above.

4. FEE TERMS: (ESTIMATED)

Amount of Fees and Deposit

LESSEE hereby covenants and agrees to pay PTMC, at the Perot Theatre office, for use of said premises:

a. The basic performance rental sum of \$1,500.00 payable to PEROT THEATRE RENTAL by cash or cashier's check.

b. And additional charges payable to PEROT THEATRE RENTAL by cash or cashier's check as follows:

Additional employees House Manager, Ushers, Stage Manager and Sound Board Oper. -

Additional services \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. LESSEE shall deposit to the Perot Theatre Director the sum of \$500.00 in form of cash or cashier's check payable to PEROT THEATRE RENTAL to guarantee payment for any damages to the premises and insure decency of performance. If Lessee cancels event within 3 weeks of performance date one half of security deposit shall be forfeited, entire security deposit shall be forfeited if Lessee cancels within 1 week of performance, such forfeiture shall be in addition to and not in lieu of any additional remedies available under law. The amount shown shall not limit the PTMC's claim if actual damages exceed such amount.

Payment

a. Security deposit at least six weeks prior to performance date.

- b. Estimated rent and labor fees in cash or cashier's check at least two weeks prior to performance or as otherwise specified in writing by the Perot Theatre Director.
- c. PTMC will provide personnel, services and equipment as described in Section 5 as part of the basic rental fee. LESSEE agrees to pay to PTMC on demand any and all sums which may be due PTMC for additional services, accommodations, or materials furnished or loaned to LESSEE.

Effect of Non-Payment

**The Perot Theatre Management Company reserves the right to refuse rental and facilities at the Perot Theatre unless full payment is made as stipulated in this paragraph.**

5. BASIC PERFORMANCE RENTAL PACKAGE

The premises and services included in basic performance rental fee include:

- a. The premises of the Perot Theatre, including its stage, backstage, and the corridors and restrooms customarily opened to the general public which are necessary to accommodate the patrons during the performance;
- b. Normal use of the stage and equipment (all equipment must be operated by a Theatre approved, qualified technician);
- c. Use of the mezzanine area during performance time as a "traffic area" to and from the restrooms, seating areas, and other areas of the Theatre (the basic theatre rental fee does not include use of the mezzanine area for receptions, parties, etc.);
- d. Adequate janitorial services before each performance;
- e. Services of the Technical Director;
- f. Basic sound, light, rigging set-ups and draperies.

ADDITIONAL PREMISES AND SERVICES REQUIRED BY LESSEE

6. RENTAL OF MEZZANINE AREA

PTMC grants to LESSEE the right to use and occupy the mezzanine area for use other than a traffic area.

Rental of mezzanine area begins at           N/A           and ends at           N/A          .

LESSEE agrees that the mezzanine area shall only be used for the purpose of           N/A          .

For said stated use of the mezzanine area, the LESSEE agrees to pay the PTMC the additional rental fee of **\$0.00**.

7. EMPLOYEES

LESSEE shall hire the other employees required in connection with the attraction including all stage employees, box office staff, ushers and light operators from a list of approved personnel provided by the Theatre Director. The LESSEE shall pay all salaries of such additional employees. PTMC reserves the right at all times to control the ushers, ticket takers, and all other employees of LESSEE and the right to remove from the premises any and all such employees of LESSEE and the right with its officers and agents, including its police officers, to eject any objectionable person or persons from the building and premises; and in the event of the exercise of this authority LESSEE hereby waives any and

all claims for damages against the City of Texarkana, TX and PTMC, and its officers and employees on account thereof.

## 8. CONTRACTS WITH UNIONS

LESSEE agrees to abide by all existing contracts made by PTMC with theatrical or other unions which are in effect between PTMC and said unions on the date of LESSEE'S use of the Perot Theatre. LESSEE further agrees that all expenses incurred in the use of stage hands or musicians will be paid for by LESSEE and that LESSEE'S negotiations and agreements with theatrical or other unions shall be separate and apart from and constitute no part of this contract other than that they shall be in accordance with existing PTMC contracts as above provided.

## 9. PIANO TUNING

Any piano tuning deemed necessary by the LESSEE shall be at LESSEE'S own expense, and shall be arranged through the Director.

## 10. ADDITIONAL FACILITIES

PTMC agrees to provide only available facilities which are a permanent part of Perot Theater. Any and all other facilities which LESSEE should desire to install shall be done at the sole expense of LESSEE, but only after LESSEE has received full permission of the PTMC.

## USAGE OF THE THEATRE

### 11. BOX OFFICE POLICIES AND TICKETS

#### Box Office Policies

LESSEE agrees to use the Perot Theatre box office and staff, and to comply with existing box office policies as are explained in the Contractual Attachment, "Box Office Policies" included as a part of this agreement.

### 12. SEATING

#### Restrictions on Seating

LESSEE shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate or can safely or freely move about in said areas, and the decision of the Perot Theatre Director in this request shall be final.

If LESSEE expects an audience of less than 600 persons, LESSEE shall only use the seating capacity of the main floor of the Theatre.

#### Reserved Seats for Perot Foundation's Use

LESSEE agrees to reserve for use by The Perot Foundation ten (10) contiguous or adjoining center area orchestra level seats for each performance. Unless otherwise notified by the Perot Theatre Director, said tickets shall be held or reserved until three days before the day or night of the performance at which time they may be sold through established ticket sales and distribution procedures.

### 13. MERCHANDISE

LESSEE agrees that the PTMC may retain all and every right of concession for the sale of any merchandise whatsoever sold within the Perot Theatre and premises. LESSEE shall not offer for sale, or allow any other person to offer for sale any compact discs, souvenir booklets, programs, printed publications, clothing, photographs, videos, DVDs, or any items known as "trinkets" or novelties or any item of souvenir value without first securing permission from the Perot Theatre Director. LESSEE shall be solely responsible for payment of any and all applicable fees and taxes for sales of such items.

#### Commission on Sales of Souvenirs

LESSEE and/or Lessee's concessionaire must agree to pay PTMC twenty (20%) percent of gross sales as commission on sales of all items except recorded media (CDs, DVDs); ten (10%) percent of gross sales as commission on sales of recorded media; an additional ten (10%) percent of gross sales will be charged if PTMC furnishes salesperson(s). PTMC may, at its sole discretion, refuse the right to sell inappropriate items and shall, in any event, retain control of locations of the sale. Payment of sales commission is required at conclusion of sales. A "count-in" of all items available for sale is required prior to start of sales.

#### 14. ALCOHOLIC BEVERAGES

Texarkana Regional Arts & Humanities Council (TRAHC) holds the exclusive rights to sell any & all beverages, including alcoholic beverages, within the Perot Theatre. LESSEE will not sell or allow beer, wine or any liquors of alcoholic content to be given away or consumed upon said premises without the prior written consent of the Perot Theatre Director, and then only in accordance with the rules and regulations promulgated by the City of Texarkana, TX and TRAHC and in compliance with the laws of the State of Texas regulating the use of alcoholic beverages. LESSEE may request beverage service be modified as explained in the Contractual Attachment, " Perot Theatre Beverage Sales" included as a part of this agreement.

#### RESPONSIBILITIES AND LIABILITIES OF LESSEE

#### 15. LIABILITY OF LESSEE FOR ALTERATIONS DONE TO BUILDING OR FURNISHINGS

Necessary nailing on the stage floor for safety purposes will be allowed with the approval of the Theatre Director. However, LESSEE will not otherwise cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed either to the exterior thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor do, nor permit to be done, anything which will damage or change the finish or appearance of the building or the furnishings thereof. LESSEE shall pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of LESSEE or any of LESSEE'S employees or agents or anyone visiting the building upon the invitation of LESSEE including patrons of the attraction or function for which LESSEE is hereby renting the premises herein above described. It is expressly agreed that the Perot Theatre Director shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing same and whether it is one for which, under the terms of this agreement, LESSEE is to be held responsible. The decision of Perot Theatre Director shall be final.

#### 16. INSURANCE



LESSEE shall secure at its own expense and provide Lessor with evidence of commercial general/public liability insurance for bodily injury or death and/or property damage liability in the minimum amount of One Million (\$1,000,000) Dollars for one occurrence subject to a One Million Dollar (\$1,000,000) aggregate, written and issued by an insurance company authorized to do business in the State of Texas. Owner (The City of Texarkana, Texas) and Lessor (Perot Theatre Management Company) shall be named as additional insureds in the said policy of insurance. These limits are minimum amounts, and may be increased for certain performances at the discretion of the Perot Theatre Director where such increases are necessary to protect the interests of the Perot Theatre. Insurance binder or certificate must be submitted to the Perot Theatre Director for his/her review with the signed contract.

#### 17. LESSEE RESPONSIBLE FOR PERSONS ADMITTED TO PREMISES

LESSEE hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises, or to any portion of said premises, by the consent of the said lessee, or by or with the consent of said LESSEE'S employees, or any person acting for and on behalf of the said LESSEE. LESSEE, at lessee's expense, shall have on hand at all times sufficient security force to maintain order and protect the persons and property, the sufficiency of and type of security force to be determined by the City of Texarkana, Texas Police Department and/or Office of Emergency Management. The City of Texarkana, Texas Police Department shall retain final authority over security concerns for all events at the Perot Theatre. LESSEE understands that a serious incident resulting in a requirement for medical treatment or hospitalization of any person shall constitute grounds for denial of future utilization of the Perot Theatre by that LESSEE.

#### 18. COMPLIANCE OF ALL LAWS

LESSEE shall comply with all laws of the United States, and of the State of Texas, all ordinances of the City of Texarkana and all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of Texarkana and will obtain and pay for all necessary permits and licenses, including, but not limited to such licenses as royalties, copyrights, ASCAP, BMI, and SESAC; and will not do, nor suffer to be done, anything on said premises during the term of this agreement in violation of any such laws, ordinances, rules or requirements and if the attention of PTMC is called to any violation on the part of said LESSEE or of any person employed by or admitted to the said premises by said LESSEE, such LESSEE will immediately desist from and correct such violation. Notification of failure to arrange for such licenses shall constitute grounds for denial of future utilization of the Perot Theatre by that LESSEE.

#### 19. ATTORNEY FEES

LESSEE agrees to pay reasonable attorney's fees on any account payable by it under any part of this agreement for which PTMC has instituted suit and obtained a final judgment.

#### RESTRICTIONS AND PROHIBITIONS PLACED ON LESSEE

#### 20. ADVERTISEMENT

LESSEE shall not circulate, broadcast, or publish or cause to be broadcast, or published any advertisement, tickets, placard or other written, printed or electronic matter wherein the Perot Theatre is mentioned or referred to without having first obtained fully executed contracts or written consent and approval of the Perot Theatre Director. Advertisement of an event at the Perot Theatre in any public

forum prior to receipt of fully executed contracts and/or permission from Perot Theatre Director will result in a denial of facility usage.

LESSEE will not post or exhibit, nor allow to be posted or exhibited signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front, or on any part of said building, except as approved in writing by the Perot Theatre Director and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said premises; and LESSEE shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by said PTMC or the Perot Theatre Director.

## 21. TYPES OF LIGHTING PROHIBITED

No gasoline or any other flammable substances or electrical equipment shall be permitted therein, and no engine or motor or machinery shall be operated on said premises without the consent of the Perot Theatre Director.

## 22. FIRE AND SAFETY HAZARDS

LESSEE shall not bring or permit anyone to bring into said building or premises or keep therein any thing that will increase the fire hazard or the rate of insurance on the building or any property therein. LESSEE shall not bring or permit any person to bring into said building or premise any animals, or any other property of any kind without the consent of the Perot Theatre Director and shall not place or put any decorations without the consent of the Perot Theatre Director. PTMC reserves the right at any time to require LESSEE to remove from the premises any animals, furniture, wiring, exhibits, or other things placed therein without consent of the Perot Theatre Director or Perot Technical Director. If the Director determines that a proposed event poses a potential hazard to public safety, the event or any portion of an event may be denied or cancelled.

## 23. OPEN FLAME AND PYROTECHNIC DEVICES

LESSEE shall not bring or permit to be brought into said building any device using an open flame nor any pyrotechnic device without first securing written permission from the Perot Theatre Director. LESSEE shall, at lessee's expense, secure the services of a State of Texas Licensed Technician and/or Operator to be onsite prior to, during and after use of such device to assure the correct and safe operation as required by state law.

## 24. DISCRIMINATION PROHIBITED

LESSEE understands that the premises are owned by the City of Texarkana, TX, and LESSEE, its agents or employees shall not discriminate in the use of or admission to the premises on account of race, color, religion, sex, age or national origin.

## 25. SMOKING

**Smoking anywhere inside the Theatre building is strictly prohibited at all times.**

## 26. GROUNDS FOR REFUSING RENTAL OF PREMISES

PTMC reserves the right to refuse rental of the Perot Theatre to any person or group if the Director determines, after proper inquiry, that the program will constitute a clear and present danger of the Theatre's orderly operation by the program's threat of such actions as:

- a. The violent overthrow of the government of the United States, the State of Texas or the City of Texarkana;

- b. The willful damage, destruction or seizure of City of Texarkana, TX's buildings or other property;
- c. The disruption or impairment of City of Texarkana, TX's regular services;
- d. The physical harm, coercion, intimidation or other invasion of lawful rights of City of Texarkana, TX officials, employees, those attending the program, performance or events, or the general public;
- e. Immoral or obscene acts and/or material which have a dominant theme appealing to a prurient interest, which are patently offensive to local moral standards, or which are utterly without significant artistic, political, literary or scientific value.

27. ASSIGNMENTS OF RENTAL CONTRACT

LESSEE shall not assign this agreement, or any part thereof, nor suffer any use of said premises, other than herein specified, without the consent of the PTMC.

PTMC'S CONTROL OF PREMISES AND PRODUCTION

28. EFFECTS LEFT IN THEATRE

Effects Left by Patrons

PTMC shall have the sole right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the premises.

Effects Left by LESSEE

PTMC reserves the right after the termination of the time for which the said premises are rented by this agreement to remove from the building all effects remaining therein and to store the same whenever it sees fit in its name, or at its option, in the name of the LESSEE but at the cost, expense and risk of LESSEE, and City of Texarkana, TX and PTMC shall not be liable in any way to LESSEE on account of so removing and storing any such effects. For such additional period beyond the term of this agreement as any effects of LESSEE may so remain in the building, **PTMC shall be entitled to charge the sum per hour which is provided by the rental fee schedule as the payment to be made for time of moving in and out of said premises.**

29. CITY'S RIGHT TO ENTER PREMISES

The City of Texarkana, TX, through its Perot Theatre Director, policemen, firemen, and other designated representatives, shall have the right at any time to enter any portion of the premises hereinbefore described for any purpose whatsoever and the entire building, including the premises expressly covered by this agreement, shall at all times be under the charge and control of the Perot Theatre Director. The keys to the premises shall remain in possession of the PTMC, but during the period covered by this agreement, the entrances and exits of the premises shall be locked or unlocked under the direction of the LESSEE in accordance with the terms of this contract.

30. PTMC'S RIGHT TO CONTROL PRODUCTION

Theatre Director shall retain all right of control of sound pressure levels within the theatre building. **Sustained sound pressure levels shall not exceed 100 dB** measured with a calibrated microphone positioned at the front of the balcony in the center of the auditorium on a "C" weighted scale on a commercial grade sound pressure meter. All matters of staffing, crowd control, technical

arrangements, promotion, advertising, and all facets of ticketing and ticket policies are under control of the Theatre Director as well.

### 31. FORCE MAJEURE

In the event that the performance of any of the provisions of this Agreement on the part of the PTMC or City shall be prevented or interfered with by an act of God, fire or national or local calamity or death or physical or other disability of any of the personnel forming part of or used in connection with this rental event, the acts or regulations of any public authority or labor union, labor difficulties, strike, war, epidemic, storm or inclement weather, or any other cause that renders such performance impossible, such party shall be relieved of its obligations hereunder with respect to the rental event so prevented because of such cause. If any rental event shall be prevented for any of the foregoing causes, neither PTMC, City or Lessee shall be under any obligation to reschedule such event.

### 32. CITY OF TEXARKANA, TX AND PTMC HELD HARMLESS

Except where damage or injury is caused by the gross or willful negligence of City or PTMC, Lessee shall indemnify City and PTMC and hold City and PTMC free and harmless against all personal injuries, including death and damage, all costs, expenses, and damages, and any and all claims, demands or liability to person or property alleged to have been caused by or related to any obligation of any party under this agreement, including claims alleging damages or injury caused by City or PTMC's own negligence.

### 33. PROPERTY PLACED ON PREMISES

Irrespective of any other provision of this agreement, PTMC and the City of Texarkana, TX assume no responsibility whatsoever for any property placed in or on said premises, PTMC and the City of Texarkana, TX are hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this agreement; and all watchmen or other protective service desired by the LESSEE must be arranged for by special agreement with the Perot Theatre Director.

### 34. HANDLING OF FUNDS

In the handling, control, custody and keeping of funds, whether the same are received through the box office or otherwise, the Perot Theatre Director is acting for the accommodation of LESSEE, and as to such funds the Perot Theatre Director shall not be liable to LESSEE or to any other person for any loss, theft or defalcation thereof, whether such loss, theft or defalcation is caused or done by employees of PTMC or otherwise; nor shall any officer or employee of PTMC be liable for any loss, theft, or defalcation of such funds unless he willfully caused or permitted the same or unless it was proximately caused by his own gross negligence.

### 35. PTMC'S FAILURE TO PROVIDE PREMISES

In case the premises covered by this agreement, or the building of which such premises are a part, be destroyed or damaged by fire or any cause or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this contract by PTMC impossible, then the term of this contract shall end and LESSEE shall be liable to pay rent only up to the time of such termination and LESSEE hereby waives and releases any claim for damages or compensation on account of such termination.

DEFAULT

36. LESSEE'S FAILURE TO POSSESS PREMISES

If the LESSEE, being entitled to possession hereunder shall fail to take possession of or use the premises, without the written consent of the PTMC, no payments already made to the PTMC will be refunded, and the full rent called for by this agreement, including any disbursements or expenses incurred by PTMC in connection therewith, shall be payable to the PTMC by the LESSEE.

37. DEFAULTS BY LESSEE

LESSEE agrees that if LESSEE defaults on any part of this agreement, PTMC may terminate this lease and re-enter the premises, and, if necessary, resort to any legal proceedings necessary to enforce its rights. LESSEE shall, regardless of re-entry, pay the full rental amount as agreed herein.

MISCELLANEOUS

38. INCORPORATION OF ORDINANCE, RESOLUTIONS, ETC.

All ordinances, resolutions, policies and regulations of the City of Texarkana relating to the rental and use of the premises hereinbefore described are hereby made a part hereof.

39. LESSEE'S ABILITY TO MANAGE EVENT

Any proposed use of the Perot Theatre shall be appropriate to and suited to the size, structure, capabilities, purpose and operating cost of the facility. Prior to execution of the rental agreement, LESSEE must have demonstrated to the satisfaction of the Theatre Director that they have the staff, experience, contracting authority, financial wherewithal or other qualifications necessary for carrying out the proposed event in a satisfactory manner. During the course of production, if it becomes apparent to the Theatre Director that the LESSEE is not capable of staging the proposed event as previously represented, the Theatre Director may terminate the contractual relationship. LESSEE, upon termination of contract, will be responsible for the prorated rental fees and costs due for use of the Theatre. **Alternatively, unsatisfactory experience may result in future refusal to rent premises to the LESSEE**

40. OBLIGATIONS PERFORMED IN BOWIE COUNTY

All obligations of either party to this contract shall be fully performed in Bowie County, Texas. All disputes arising under this agreement will be resolved under the laws of the State of Texas.

IN WITNESS WHEREOF, Perot Theatre Management Company, as Lessor, and \_\_\_\_\_ as LESSEE, have caused these presents to be signed in duplicate originals on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

LESSOR: Perot Theatre  
Management Company

LESSEE: \_\_\_\_\_

BY: \_\_\_\_\_  
Perot Theatre Director

BY: \_\_\_\_\_  
Lessee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date

Date

SAMPLE

## CONTRACTUAL ATTACHMENT

### BOX OFFICE POLICIES

**BOX OFFICE HOURS:** Regular box office hours of operation are 10:00 a.m. to 5:00 p.m., Monday through Friday, except for designated holidays. For additional box office hours, the box office charge is \$20.00 per hour.

**USE OF BOX OFFICE:** Only Perot Theatre staff is authorized to be in the box office at any time. The box office is the only location in the Perot Theatre where tickets may be sold. (The lobby cannot be used for the sale of tickets.)

**TICKET REQUIREMENTS:** Use of Perot Theatre ticketing system is required. Lessee may check out tickets from the box office by signing an agreement with the box office. All tickets checked out by Lessee and not accounted for as designated in Check-Out Agreement will be considered to have been sold at face value. Use of any tickets other than those supplied through the Perot Theatre ticketing system must be approved, in writing, by the Perot Theatre Director. If an outside ticketing agency is used tickets must be received first through the Perot Theatre Box Office with a bonded manifest stating that only 1606 tickets were printed.

**OUTLETS:** Lessee may check out tickets from the Perot Theatre box office to distribute at other locations. The Perot Theatre must be an outlet for tickets for any event to be in the Perot Theatre which requires tickets. The minimum number and location of tickets to remain in the Perot Theatre will be decided by the Perot Theatre Director.

**BOX OFFICE CHARGES:** Lessee will be charged 50¢ per ticket for each ticket dispersed through the Perot Theatre Box Office. (This charge includes any tickets to be picked up at the Perot Theatre box office regardless of price and all tickets checked out for outlet sales.) Lessee will be charged an additional 50¢ per ticket for each ticket returned from outlets to be checked back in for re-sale.

**ADDITIONAL REQUIREMENTS:** Customers shall make checks payable to the Perot Theatre Rental Acct., however, Lessee is responsible for all returned checks and/or credit card charges for their event. After check is returned once for insufficient funds, the Theatre will endorse the check to the Lessee and the Lessee shall pay the Theatre the amount of the check and collect the money from the customer. Lessee shall pay the Perot Theatre 3% of all credit card charges for processing fees. The Theatre will bill postage for mailing tickets to the customer.

**SHOW CANCELLATIONS - REFUNDS:** All refunds go through Lessee, the Theatre will keep their portion of the monies collected (50¢ per ticket, and 3% of all credit card charges). The refunds must be conducted locally; the Theatre will supply a list of ticket buyers when available to facilitate the refunds.

CONTRACTUAL ATTACHMENT

PEROT THEATRE BEVERAGE SALES

It is understood by the Lessee that the Texarkana Regional Arts & Humanities Council (TRAHC) holds the TABC License and retains the exclusive right to sell all beverages on the premises of the Perot Theatre prior to the performance, during any and all intermissions, during the performance, and up until half hour before the end of the performance. Beverages include: bottled water, flavored bottled water, carbonated beverages, and alcoholic beverages.

If the Lessee wishes to have a party or reception prior to or following the performance Texas State law requires that any and all alcoholic beverages must be purchased through the TRAHC. It is understood by the Lessee that no alcohol may be brought into the theatre, even if it is to be served at “no charge.”

**The Lessee has the right to ask the Texarkana Regional Arts & Humanities Council (TRAHC) not to sell beverages of any type during its contracted performance(s). It may request that only non-alcoholic beverages be available for sale. The Lessee has the right to request that beverages only be sold prior to the performance, during the intermission, and ending ten minutes following the intermission. The Lessee may also request that beverages not be allowed in the audience-seating portion of the theatre.**

**Please make your wishes known by initialing below:**

\_\_\_\_\_ All beverages may be sold

\_\_\_\_\_ Only non-alcoholic beverages may be sold

\_\_\_\_\_ No beverages may be sold

\_\_\_\_\_ Beverages may be sold only prior to and including intermission

\_\_\_\_\_ Beverages are not allowed in the audience-seating area