

COLLINS THEATRE RENTAL CONTRACT

This agreement is entered into on this _____ day of _____ 20 _____ by and between the Collins Theatre Foundation, hereinafter referred to as the Collins, and _____, hereinafter referred to as the User.

In consideration of the promises and undertakings herein contained, the parties agree as follows:

1. The Collins agrees to lease and let unto the User the use of the Collins Theatre in Paragould Arkansas, subject to the terms and conditions set forth herein on the following date(s) _____ for the following activity _____ . The User shall have access to the building from _____ until _____.)

2. Prior to the User taking possession of the theatre, a preliminary walk-through with the manager and the technical staff will be conducted.

All deposits and rental fees are as stated. Any changes to these fees must be approved by the members of the board of the Collins Theatre Foundation.

3. Deposit and rental fees:

- a. A \$100 cleaning deposit must accompany the signed copy of the contract. THIS CONTRACT IS NOT VALID NOR WILL THE EVENT BE PLACED ON THE CALENDAR UNTIL THE DEPOSIT IS RECEIVED.
- b. The User must remit the entire rental fee as set forth in Section 3(f) at the conclusion of the event.
- c. If the theatre is left in the condition it was found with no additional cleaning or repairs needed, the deposit will be returned within one week of the event.
- d. If the User cancels the event but does not give 60 days' notice, the deposit will be forfeited.
- e. The deposit will carry over for a change in the date of a performance but only with MUTUAL agreement to change.
- f. The User agrees to pay a rental fee of \$500 per day. A fee of \$100.00 per day for all other days of additional set-up/rehearsal time is also required. Set-up/rehearsal time shall not exceed five days if the theatre is available (to include Sunday through Thursday in advance of Friday-Saturday public performances.)
- g. All tickets sold by the User shall include a fifty-cent per ticket surcharge payable at the time of settlement. The surcharge does not include complimentary tickets. User shall provide a complete report of ticket sales at the conclusion of the event.
- h. The Collins Theatre Foundation will reserve the right to distribute up to 20 comp tickets for all shows. The lessee will not be reimbursed for comp tickets.
- i. The Collins reserves the right to require the full rental in advance of the event.
- j. The obligation of the User to pay the agreed deposit shall not be waived or discharged because of the cancellation of the scheduled event without two weeks' prior notice nor by any other cause except the inability of the Collins to provide the Collins for rental on the agreed date.

k. In the event that the Collins is unable to provide the use of the theatre, the User agrees that its damages shall be limited to recovery of any advance rental or deposit paid by the User to the Collins and with a waiver by the Collins of the additional agreed rental fee.

l. Under no circumstances shall this agreement be assigned or subleased to any other individual or group.

m. The above rental fee includes the building, ordinary stage and auditorium lighting, use of the existing house public address system, including two microphones, two monitors, stage lights in a general "wash" pattern, and the usual seating and stage set-up in the Collins Theatre. The above fee does NOT include special lighting, sound reinforcement, or operating personnel.

n. The User requests additional lighting and audio equipment as noted by initials on the applicable items:

_____ Special lighting - \$100.00.

_____ Front of house audio engineer and lighting technician of \$100 each per show.

_____ Projector and screen - \$50.00

_____ Extra microphones - \$20.00 each

_____ Extra monitors - \$10.00 each

_____ Follow spots and operators - \$50

_____ Communication radios - \$20 each

Additional specifications: _____

o. In renting the Collins to the User, the Collins does not relinquish the right to control the management thereof and to enforce all necessary and proper rules for the management and operation of the theatre. All authorized Collins' agents may enter the building and premises at any time and on any occasion.

p. The Collins shall not be responsible for any property placed in the theatre by the User, their agents, servants, or employees. The Collins shall not have any liability, loss, injury, or damage to persons or property that may be sustained because of the occupancy of the theatre under this agreement.

q. All food/concession rights shall be retained by the Collins. Operation, including times of operation, shall be under the sole and exclusive control of the Collins.

r. All equipment and User-related debris shall be removed from the building promptly upon completion of the event.

s. The User is responsible for any lost, damaged, or missing lighting or sound reinforcement equipment.

t. User shall provide, at its cost, ushers, cashiers, ticket takers, security, stagehands, and crew.

u. The User shall not injure, mark, deface, or in any manner damage the premises or other Collins property. The User shall not permit any action whereby the said property or premises shall be in any way injured, marked, defaced, or damaged. The User shall not drive or permit to be driven nails, hooks, tacks, screws, or any devices into any part of the theatre property. The User shall not make or permit any alterations of any kind to theatre property.

v. The User agrees to indemnify the Collins against any claims for loss, damages, or injury that may result from the use of the Collins Theatre.

w. The Collins shall not be used for any event that is primarily political in nature other than general election candidate forums open to all candidates. The determination of "political in nature" is at the sole and exclusive discretion of the Collins.

x. A violation of any provision of this agreement by the User shall be a breach of the entire contract and the Collins or authorized agent may at its option, immediately terminate this contract. The contracted rental fee shall be paid to the Collins as liquidated damages and not as a penalty, and the Collins shall in no way be responsible for any damages to the User because of such termination.

y. The buyers and sellers represent and warrant that they and each of them have read this agreement, have been advised with regard thereto by their respective legal counsel or have waived such advice and understand the legal effect of all the covenants, obligations and representation of both parties herein contained. Each of the parties hereto is willing to and does now assume joint responsibility for the form and composition of each and all of the contents of this agreement and they further agree that this instrument shall be interpreted as though each of the parties participated equally in the composition of this instrument and in each and every part thereof.

Manager and user will initial here to verify that walk-through was completed: _____

Manager and user will initial here to verify that deposit has been submitted _____

X _____ manager

Please return signed contract and deposit to:

Collins Theatre

P. O. Box 904

Paragould, AR 72451

Contact information:

X _____ User

Address: _____

Phone _____ Cell _____

Email address: _____

_____ User requests that this event be added to the Collins Facebook and website event lists and agrees to provide the following information at least two weeks prior to the event.

Times of performances: _____

Cost of admission: _____

Description of the event: _____

*The attached user information form must also be completed by User at the time contract is signed.

USER INFORMATION FORM

Required information needed for promotion on the Collins Theatre website and Facebook page

Name of contact person: _____

Email: _____

Phone number: _____

Name of event: _____

Date(s): _____ Time(s): _____

Cost of tickets: _____

Are tickets being pre-sold? yes or no If yes, location: _____

Can tickets be purchased online? yes or no If yes, link address: _____

Is there a Facebook page and/or a website?

Facebook address? _____

Website address? _____

- A poster in either a jpeg or PNG file should be emailed to mainstr@paragould.net to be used on the Collins Theatre Facebook page and website no less than two weeks prior to rental date.
- The lessee is encouraged to provide a large poster (36" x 60") to use in the outdoor display frames for promotion of their event. Posters can be ordered locally from PostNet at a cost of less than \$50.00.

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