

THEATRE RENTAL AGREEMENT

Raymond Theatre 323 Third Street, Raymond, WA 98577
THEATRE RENTAL INTAKE FORM

Today's Date: 3/2/2020 **Your Name (First/Last):** Allison O'Rourke **Organization Name:** Pacific County Health Department

Your Email: wellspringcoordinator@co.pacific.wa.us **Your Cell Phone #:** 360-581-6698 **Organization Address:**

Requested Event Date: WED 4/22/2020 **Event Type:** Live Presentation **Event Title:** The Science of Alcohol and Marijuana

Estimated Attendees: Is this event: ☒ Public ☐ Private **Are you charging admission?** N **Price**

Tell us About Your Event: a 2-hour presentation and forum for "The Science of Alcohol and Marijuana," by Jason Kilmer. Our target audience will be teachers, parents, providers and other adults in Pacific County. Please provide additional details here:

BASIC SERVICES (Included in RENTAL FEE) Please indicate your anticipated basic services:

Basic Set-up/Tear-down:

() 3 Banquet Chairs ☒ 1 Banquet Tables (w/tablecloths) in LOBBY (R) ☒ 1 Microphone () 1 Mic Stand
☒ Projection (from Projection Room) ☒ System Audio ☒ Basic Cleaning & Restock
() Concessions ☒ Theatre Marquee

DETAILS: Very basic set-up in lobby. Typical set-up for live presenter on-stage. RF sending unit & HDMI connector for client-provided laptop on stage table w/chair.

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THEATRE RENTAL CONTRACT

Katie Lindstrom (Contractee) of Pacific County Health Department (Organization), hereinafter collectively "Lessee" agree to contract with the Raymond Theatre, hereinafter "Lessor" or "Theatre" for rental of the Theatre main, lobby and the associated changing rooms on:

<u>WEDNESDAY</u> (Day) <u>4/22/2020</u> (Date) <u>2 PM</u> (Time) for <u>Live Presentation</u> (Purpose or Event)			
EVENT NAME <u>The Science of Alcohol and Marijuana</u>			
Door Open Time: <u>1:00 PM</u>		Start Time: <u>2 PM</u> End Time: <u>5:00 PM</u> Door Close Time: <u>5:30 PM</u>	
# of Attendees:			
Marketing & Promotions: (please check all that apply): () Facebook () Movie Poster () Fliers () Media Kit () Other _____ () NONE-PRIVATE EVENT			
MKTG: will you need assistance with your marketing? () YES (X) NO			

RENTAL USAGE OPTIONS

1. **\$100** – Usage of interior space, half of all ticket sales tendered to the theatre (ticket price must be at least \$5 per person for this option, 4 hr MAX.)
2. **\$50/hour Space Rental Fee**—Usage of interior space, no further revenue to be tendered to theatre.
3. **\$35/hour** – Usage of the Changing Rooms—ONLY—as a meeting space.
4. **NOTES:**
 - a. If you need early door open, set-up/tear-down of >3 tables, additional services set-up, etc., there will be an additional charge of \$50/hr. added to the total.
 - b. One of the theatre's main revenue streams is reliant upon concessions sales. If this is an appropriate option for your rental, please indicate below.

BASIC SERVICES (Included in RENTAL FEE)**Basic Set-up/Tear-down:**

() 3 Banquet Chairs (X) 1 Banquet Tables (w/tablecloths) in LOBBY (R) (X) 1 Microphone (X) 1 Mic Stand
(X) Projection (from Projection Room) (X) System Audio (X) Basic Cleaning & Restock
() Concessions (X) Theatre Marquee

DETAILS: Very basic set-up in lobby. Typical set-up for live presenter on-stage. RF sending unit & HDMI connector for client-provided laptop on stage table w/chair.

ADVANCED ADDITIONAL SERVICES (& FEES)

<p>A. Presenter Package (\$50 set-up/tear-down fee; or hourly @\$15/hr): <input checked="" type="checkbox"/> Projection (from on-stage laptop via RF adapters) <input type="checkbox"/> Additional Audio (from on-stage speakers) <input type="checkbox"/> Additional Lighting & Technical Support <input type="checkbox"/> Additional DCP/DVD/Projector Technical Support <input type="checkbox"/> Additional table/chair set-up DETAILS:</p>
<p>B. Performer Package (\$50 set-up/tear-down fee; or hourly @\$15/hr): <input type="checkbox"/> Additional Audio Sound Board & Technician <input type="checkbox"/> Grand Piano <input type="checkbox"/> Wurlitzer Organ <input type="checkbox"/> Upright Piano <input type="checkbox"/> Additional Lighting & Technical Support <input type="checkbox"/> Additional DCP/DVD/Projector Technical Support <input type="checkbox"/> Additional table/chair set-up DETAILS:</p>
<p>C. Marketing Support <input type="checkbox"/> 8.5x11 community flier copy & content design (via pdf file, printing & distribution not included) \$10 <input type="checkbox"/> FB event page copy & content design; posting & shares (via RT FB page, RT website) \$15 <input type="checkbox"/> 27x40 movie poster content design, printing & install (via RT external promo box) \$30 <input type="checkbox"/> Media Kit copy & content design & pkg \$30 (via pdf file, cloud-based link share) <input type="checkbox"/> Other: (If you desire pre-sales tickets designed/printed/distributed, those can be provided by RT staff at a rate of \$15/hr production time, plus printing & distribution time). Tix = 1 hr @\$15 DETAILS: Marquee @ N/C. Please add The Raymond Theatre as a co-host for your FB event page, thanks! Please state your event start/doors open time as follows for all of your marketing: "The Science of Alcohol and Marijuana. 2 PM. DOORS OPEN at 1 PM" Thanks!</p>

<p>Your Rental Cost Estimate: (Option#2) @ 4.5 hrs = \$225 (Usage Option) + \$0 (Additional Services) = \$225.00 Total Estimate*. DETAILS:</p>

ADDITIONAL TERMS OF RENTAL AGREEMENT

CONTRACTEE AND ORGANIZATION AGREE AS FOLLOWS:

___ (INITIAL) A. NO OPEN FLAMES, SMOKE, SMOKING OR VAPING, OR OUTSIDE FOOD OR DRINK SHALL BE PERMITTED IN THE THEATRE, WITHOUT PRIOR WRITTEN AGREEMENT.

___ (INITIAL) B. NO CATERING, ALCOHOL SERVICE, OR OTHER VENDOR ACTIVITIES SHALL BE PERMITTED IN THE THEATRE, WITHOUT PRIOR WRITTEN AGREEMENT (SEE CATERING & VENDOR ADDENDUM FOR MORE INFORMATION).

___ (INITIAL) C. NO ONE OTHER THAN THEATRE STAFF SHALL BE PERMITTED IN "BACK OF HOUSE" AREAS, WITHOUT PRIOR WRITTEN AGREEMENT (i.e.: concessions stand, janitorial closet, concessions closet, maintenance room, storage room, projection room, back stage/under stage/behind screen/curtain, etc.)

___ (INITIAL) D. NO SIGNAGE, DÉCOR, ETC. ARE TO BE HUNG, POSTED, OR SECURED TO THE INTERIOR OR EXTERIOR OF THE THEATRE, BY ANY MEANS, WITHOUT PRIOR WRITTEN AGREEMENT (TO AVOID DAMAGING OUR HISTORIC THEATRE).

___ (INITIAL) E. USE OF NON-THEATRE SPACE: The Lessee acknowledges that space usage & rental of non-Theatre space will be pursued directly w/non-Theatre space personnel. (The Raymond Community Center & the City of Raymond 2nd floor Apartments are not part of the Theatre space or staff purview. The Lessee agrees to ensuring that no event staff, presenters or attendees will access or use these non-Theatre spaces).

___ (INITIAL) F. CLEANING FEE: In the event that there is excessive clean-up required after your event, to pay an additional \$300 cleaning fee. *Basic sweeping/waste bin emptying, and wiping down surfaces is already included in your rental fee.* [Examples of excessive clean-up include: excessive trash/waste on floors in main theatre, lobby, hallways, restrooms, and changing rooms. Embedded debris & spills in/on theatre seats & carpets. Trash and debris left directly in front/behind the theatre building on sidewalks & back alley.] We thank you in advance for keeping our historic theatre tidy!

___ (INITIAL) G. ILLEGAL USES PROHIBITED: The Lessee further agrees that the premises and any improvements thereon will not be put to any use, which is contrary to the laws of the United States of America, State of Washington, Pacific County, City of Raymond.

___ (INITIAL) H. LIABILITY AND HAZARD INSURANCE: (Cross out if not required) The Lessee further agrees that it will maintain Liability Insurance for any injuries or damages to Lessor or third parties arising out of its operations, in an amount not less than \$500,000.00 property damage and bodily injury single limit per occurrence and \$1,000,000.00 aggregate. Lessee will provide Lessor with a certificate of insurance evidencing the coverage required by the paragraph and will immediately upon cancellation of any of the required coverage, provide the Lessor with the maximum period of written notice possible.

___ (INITIAL) I. INDEMNIFICATION: Lessor, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Lessee or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to Lessee's premises and the areas adjacent thereto or related in any way to Lessee's use or occupancy of the premises and areas adjacent thereto, so long as such injury or damage is not proximately caused or contributed to by action of the Lessor, its employees or agents. Lessee agrees to indemnify, defend and to hold and save the Lessor harmless from all liability or expense (including expense of litigation) in connection with any such items of actual or alleged injury or damage.

___ (INITIAL) J. NON-DISCRIMINATION: The Lessee covenants and agrees that in the performance of this lease agreement, the Lessee shall conduct its activities in a manner that will assure fair, equal and non-discriminatory treatment of all persons regardless of race, creed, sex, marital status or ethnic origin. The Lessee shall comply with all applicable federal, state and local laws, rules or regulations concerning hiring and employment and assuring the service of all patrons, customers, members or invitees, without discrimination as to any person's race, creed, sex, marital status or ethnic origin.

THEATRE AGREES AS FOLLOWS:

A. QUIET ENJOYMENT: Organization shall be granted access to and usage of the Theatre premises as agreed above.

B. PREMISES TO BE MADE READY: Theatre shall have the premises to be rented in a clean and orderly condition at the agreed beginning of the rental period.

Entire Agreement: This lease contains the entire agreement of the parties and no representations, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Neither this lease nor any provision hereof may be changed, waived, discharged or terminated orally but only by instrument in writing executed by Lessor and Lessee.

OTHER TERMS:

03/03/2020

XX/XX/2020

Theatre Director Signature

Date

Contractee Signature

Date

*All Rentals will be invoiced within 5 business days of the event date. All invoices are considered NET 30, unless otherwise noted.