



Fair Theatre
901 Broadway
Plainview, TX 79072

RENTAL CONTRACT

This contract ("**Contract**"), entered into on this _____ day of _____, 20_____
 ("**Effective Date**") will serve as the mutual agreement for the rental of the Fair Theatre ("**Fair Theatre**"), 717 Broadway, Plainview, TX 79072, between the Fair Theatre Management ("**FTM**") and:

Renter Name _____ Phone _____

E-mail _____

Address _____ City/State/Zip _____

Event Date (day and date) _____

Event Description _____

Arrival/Set-up Time _____ Doors Open Time _____

Event Start Time _____ Event End Time _____

Renter Vacate Time _____

Is your event open to the public? _____

Is this a ticketed event, if yes, what are prices and where will tickets be sold? _____

Number of anticipated attendees? _____

If screening, title of film _____

Format (please circle one) DVD BluRay

Concession stand (please circle one) open closed renter running own concessions

Bringing in extra food or catered? _____

Base Rental Fee (1 hour)	\$75
Rental Fee (4 hours total, incl. set-up, tear-down, vacate)	\$125
Rehearsal Rental fee	\$75
Wedding Rental Fee	\$300
Whole Day Rental Fee (12 Hours)	\$300

Extra Fees	
Overtime (more than 4 Hours)	\$75 Per Hour
Projector, DVD/ BluRay	No extra charge
Projector Screen	\$25
Copyright Fee for Film viewing (public Showing)	Separate charge, inquire
Renter Running Own Concessions	\$125

Lost Key	\$350
Cleaning Fee	\$50
Balcony Staff	\$100

- FTM will provide use of all public areas of the theater for the period of time agreed upon.
- FTM will provide one house manager
- FTM will, if desired, list Renter's name and/or event on the marquee on the rental date(s).
- FTM will provide a clean theater and staffed concession stand for the event if applicable.
- FTM is not available to provide concessions for events held on Sundays.

DEPOSITS & PAYMENTS

A deposit of **one hundred dollars (\$100)** is due when signing this agreement to secure the renter's date. The remaining rental fee is due fifteen (15) days prior to the event. **Deposits are refundable barring any damages to the Fair Theatre or returned checks. Full Payments are non-refundable.**

Deposit \$100.00 _____

Base Amount Total \$ _____

Additional Hours \$ _____

Film Copyright Fee (if open to public) \$ _____

Other _____ \$ _____

Other _____ \$ _____

TOTAL RENTAL FEE \$ _____

Cancellation by FTM

In the event that the Fair Theatre is rendered unfit for occupancy, e.g, destroyed by fire, the elements, or because of a national or local calamity or epidemic, this contract shall be terminated at any time in the sole discretion of FTM, and FTM shall return to Renter one hundred percent (100%) of the deposit and / or advance payment without any further liability or obligation by by FTM

In all other cases, FTM may cancel contract by written notice to Renter no less than thirty (30) days prior to the rental date, in which case FTM shall return one hundred percent (100%) of the deposit and / or advance payment paid by Renter less any costs incurred by FTM pursuant to this contract, and FTM shall be relieved of further liability or obligation.

Insurance:

All renters must submit proof of homeowner's or renter's insurance including general liability at least fifteen (15) days prior to their scheduled event. If renter does not possess coverage, or if FTM determines that coverage is not adequate, Renter may acquire it through www.privateeventinsurance.com or other source for nominal rate; otherwise this contract may be terminated immediately in the sole discretion of FTM.

Ticket Sales:

The renter shall not allow admission tickets in excess of the Fair Theatre's seating capacity of five hundred (500) guests.

Cleaning and Maintenance:

The Renter and his/her guests will comply with the Fair Theater's rules and instructions; failure to do so will result in removal from the facilities and possible loss of Security Deposit.

Food & Non-alcoholic Beverages:

FTM may sell concessions during the rental period and will retain one hundred percent (100%) of all sales. There is no additional fee to the Renter. Additional food and non-alcoholic beverages provided by Renter, whether sold or without charge, must be negotiated as part of the rental contract.

Alcoholic Beverages:

Neither FTM nor the Fair Theater own a liquor license or have liquor liability insurance. If you would like to provide alcohol at your event, FTM can provide information on regulations, and must be negotiated as part of this Contract.

Auditorium Balcony:

The Renter may choose to use the balcony or to keep it closed to the public. An exception is for children's birthday parties, where the balcony must either be closed or an additional \$100 fee for a staff person may be required for security purposes.

Security:

FTM reserves the right to manage the Fair Theatre and to enforce all necessary and proper rules. If the occasion arises, FTM has the right to eject any objectionable persons from the premises in its sole discretion. If the renter wishes, they can provide security guards for their event after coordinating with FTM.

Walk Trough:

Renter will complete a walk through of the Fair Theatre with an FTM representative before move-in to assure that the Fair Theatre is in the condition anticipated for the event planned. After the event(s), and move-out is completed, Renter will again walk through the Fair Theatre with an FTM representative to assure that the Fair Theatre has not sustained any damage and only normal signs of usage.

Holdover:

If any part of the Fair Theatre is not vacated at the end of the term of this Contract, FTM is authorized to remove from the premises, at the expense of Renter, all property occupying any portion of the Fair Theatre, and neither FTM nor the Fair Theatre shall be liable for any damage to or loss of any property sustained during its removal or storage.

Compliance with Law:

Renters shall use the Fair Theatre in a safe manner and shall comply with all applicable Municipal, State, and Federal laws, rules and regulations pertaining to the Fair Theatre promulgated by the department of general services, and all other rules and regulations

prescribed by the fire and police departments and other governmental authorities in effect during tenancy.

Renter shall not use any part of the Fair Theatre for the possession, storage, or sale of liquor or for any unlawful purpose or in any manner so as to injure persons or property on or near the premises

Indemnity:

Renter agrees to indemnify and hold harmless FTM, its employees, agents, and directors from all claims or suits, losses and expenses, fees (including attorney fees), costs and judgments that may be asserted against the Fair Theatre, FTM or its representatives, arising out of Renter's use of the Fair Theatre hereunder

Your signature below (or that of another authorized official) confirms your organization's agreement with the terms of this contract. This contract shall be considered null and void unless signed by both Fair Theatre and the Renter with a \$100 deposit received. Non-compliance with the additional due dates and amounts listed in this contract will result in the termination of this contract.

Terms of this Agreement have been accepted.

Fair Theatre Management

Renter

Name: _____ Name: _____

Date: _____ Date: _____

(To be filled out by Fair Theatre Management)

DEPOSIT Paid _____

Will pay by cash/check

Date _____

Rent amount and due date \$ _____ ____/____/____

Contract completed and signed ____/____/____

Invoice sent to renter ____/____/____

Tour given (if inquired) ____/____/____

Key checked out if needed ____/____/____

After event walk through ____/____/____

Key returned ____/____/____

P.O Submitted for return of Security Deposit ____/____/____

Thank You letter sent ____/____/____