

*Paul Bunyan Playhouse
2007 Rental Agreement*

In this agreement, “we” and “us” refers to the **Paul Bunyan Playhouse**. “You” and “yours” refers to the tenant or renting party named here:

Property rented/access.

By signing below, you agree to rent the Paul Bunyan Playhouse located at 314 Beltrami Avenue, Bemidji, Minnesota, for the period indicated in this agreement. As part of this agreement you are entitled to use the facility including the use of local phone service, restrooms, and available sound and light equipment located within the structure. **Not included in this contract are:** charges for sound and light operators, (addressed later in this contract) and use of the PBP office or office equipment. No one but light booth personnel may be on the catwalk at any time.

Renter will have access to the marquee, which may set and change as needed a minimum of three (3) days prior to your event if an event prior to yours does not conflict with the number of days. The marquee is available up to two (2) weeks prior to this contracted event if no other event is scheduled. Information for the marquee should be included with the return of this contract. Renter may mount a display in one (1) front showcase.

Terms of lease.

You agree to rent the Paul Bunyan Playhouse for the following date/dates/hours:
(Please be specific regarding load-in time.)

Upon acceptance of this agreement a \$100.00 deposit for each rental day is required to reserve your date(s). The fee is non-refundable if you/your group does not use the facilities for the contract dates, but will be refunded within 7 days after the final use if the facilities (including dressing rooms and rehearsal space) are left clean and no damages are incurred. ***In addition, payment for the entire rental period is required in full on the date of initial occupancy.***

Rent.

The rental fee is \$350.00 per day.

There must be a PBP House Manager on duty during **ANY** use of the theatre under this agreement. You will pay this person on the date(s) of rental as per your agreement with said individual.

House Manager.

The House Manager will be responsible for:

- Coordinating the needs of the Renter, including accessing the building;
- Assisting the renter in locating additional resource for light and sound needs;
- Putting up the marquee and showcase as agreed upon in this contract;

- Light cleaning;
- Opening the Playhouse at the agreed upon time listed above;
- Supervising the occupancy during the hours Renter is in the Playhouse; and
- Closing the Playhouse.

The House Manager may provide lighting and sound assistance at an additional cost to the renter. The details of this arrangement will be left to the renter and house manager, but listed with the responsible Board member.

The House Manager will be paid \$20 per hour or \$100 whichever is greater unless otherwise specified elsewhere in this contract. Payment will be made to the House Manager at the end of the rental period.

No subletting.

You agree not to sublet the building to anyone else.

Concessions.

Concessions are limited to the lobby area and ABSOLUTELY NO FOOD OR BEVERAGES ARE ALLOWED IN THE HOUSE ITSELF. Renter is responsible for policing this policy. Groups will be charged the actual cost of professional cleaning in addition to the regular cleaning charges if concessions cause damage.

General maintenance.

During the term of the lease/rental, you agree to:

- Not hang or drive nails, screws or similar objects in the walls, ceilings or floors, of the house or lobby. This is exclusive of the stage area although no structural changes to the building and stage are permitted.
- Maintain public areas in and around the building in keeping with standards for safety, and fire code provisions.
- Maintain care of all Playhouse property and be responsible for proper maintenance of all property, both fixed and loose. Assume charges for any damages by selves or patrons. These items include, but at not limited to seating, carpet, stage, curtains, technical equipment, windows, and all other items associated with the Playhouse facility.
- All aisles and exits must be kept free and clear of all obstructions at all times.
- Keep the building and furnishings as they are, in clean condition.
- Return the building key within 24 hours of the last performance. Failure to do so will result in changing the lock core and loss of deposit.

Building cleaning.

You/your group is required to clean your areas of use to the best of your abilities, leaving nothing behind that requires hauling or additional cleaning. Before leaving the Playhouse, you **MUST** check with the House Manager to assure that the House is left in good and proper order. Upon approval of the Playhouse board, your deposit will be returned to you by mail within seven (7) days.

All set construction material and props must be removed by each rental group. No materials may be left.

Heating/air-conditioning.

Heating and air-conditioning will be preset by PBP Management and kept at a minimum during rehearsal and set-up.

Advertising/tickets.

You will supply all of your own advertising and will handle your own ticket sales. ALL ADVERTISING MUST IDENTIFY THE LOCATION AS **“THE PAUL BUNYAN PLAYHOUSE”**. YOU MAY NOT STATE OR IMPLY THAT THE PAUL BUNYAN PLAYHOUSE IS PRODUCING OR IN ANY WAY RESPONSIBLE FOR YOUR PRODUCTION OR EVENT WITHOUT SPECIFIC PRIOR CONSENT.

Cancellation.

If the performance must be cancelled, the producing agent agrees to make this information available to ticket buyers. In the event that this announcement must be made after the designated starting time of the concert, the producing organization must assume responsibility for informing the audience, including instructions for ticketing of a rescheduled event or methods of obtaining a refund.

Waiver of liability.

You agree to make no claim of liability against us for or on account of any personal injury or other damage you sustain or incur due to the following:

- *Negligence on your part.
- *Loss of property because of theft.
- *Loss due to natural and or catastrophic causes.

Default.

You will be in default under the terms of the agreement if you:

- *Do not make payment when due or
- *Do not keep other promises in this agreement.
- *We reserve the right to refuse rental to anyone.

Light and sound equipment.

Light and sound operators must be competent on the existing equipment and preapproved by the Board of Directors or their designee. We will provide you with a list of operators familiar with the equipment and acceptable to PBP, but you must make your own contacts and financial arrangements with these people. Prior to your event you must tell the representative Board Member the name of the person who will be responsible for the light booth and its equipment.

If you choose to use additional sound and light equipment, it is your responsibility to locate and install such equipment. Our representative Board Member must be notified and must approve any such additional equipment and it must be installed in such a way as to not damage any existing equipment.

Contact person.

You or one person from your group will need to be selected and identified to act as the contact person. That person will assume responsibility for making this contract and seeing that it is fulfilled.

That person is: _____.

Phone _____.

We will provide the name of a trained person to be on the location and assist with the operation of building systems as well as locks or any other security issues. You are responsible for contacting this individual and coming to agreement with him/her regarding times and pay.

Paul Bunyan Playhouse contact person is: Dale Ladig

Phone: ___218-755-3750___ day ___ 218-751-7807___ evening.

Additional agreements or amendments.

Date: _____

Signature

For the Paul Bunyan Playhouse
314 Beltrami Avenue
Bemidji, MN 56601

Date: _____

Signature

Phone: () _____