

**PEROT THEATRE
RENTAL**

LESSEE NAME

EVENT NAME

EVENT DATE

SAMPLE

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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 -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. Security Deposit - Deposit to insure against damage or theft of Theatre property. Deposit will not be refunded if LESSEE provides or exhibits entertainment which is illegal. A pre-paid deposit of \$500.00 or more (at the discretion of the General Manager) returnable after successful occupancy of the theatre.
- h. Technical Director/Asst. Manager - 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.
- i. General Manager - Provides information and advice on use of facility, equipment, scheduling, and costs, hires, and supervises all staff from pre-approved lists including Technical Director/Asst. Manager, House Manager, Box Office, and Security Personnel.
- j. CITY – the City of Texarkana, Texas, its successors and assigns, Council Members, or employees.
- k. PEROT THEATRE – Texarkana Symphony Orchestra. d/b/a Perot Theatre (“PEROT THEATRE”)

PARTIES, PREMISES, FEE TERMS AND SERVICES

2. PARTIES TO THE AGREEMENT

This agreement is made and entered into this _____ day of _____, 2022, by and between the Perot Theatre Management Company, authorized to operate the Perot Theatre, hereinafter called "PEROT THEATRE" and _____ hereinafter called "LESSEE".

3. LEASED PREMISES, TIMES, PURPOSE

Premises

PEROT THEATRE 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 PEROT THEATRE and LESSEE accept the terms and conditions set forth in this agreement.

Dates And Times

Rental begins at _____
and ends at _____
SetUp Date/Time _____
Performance Time(s) _____
Move-out Time By _____

Purpose

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

LESSEE accepts the PEROT THEATRE’s representation that the Perot Theatre and its equipment safe and suitable for the purpose(s) specified above.

4. FEE TERMS: (ESTIMATED)

Amount of Fees and Deposit

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

- a. The basic performance rental sum of _____ payable to PEROT THEATRE by cash or company check.
- b. And additional charges payable to PEROT THEATRE by cash or company check as follows:

Additional services _____

c. LESSEE shall deposit to the Perot General Manager the sum of \$500.00 in form of cash or company check payable to PEROT THEATRE to guarantee payment for any damages to the premises caused by the negligence or willful misconduct of LESSEE.. If Lessee cancels event within 3 weeks of performance for reasons other than a Force Majeure occurrence or an uncured breach by PEROT THEATRE date one half of security deposit shall be forfeited, entire security deposit shall be forfeited if Lessee cancels within 1 week of performance for reasons other than a Force Majeure occurrence or an uncured breach by PEROT THEATRE, 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 PEROT THEATRE's claim if actual damages exceed such amount.

Payment

- a. Security deposit at least six weeks prior to performance date.
- b. Rent and labor fees in cash or company check at settlement of the performance.
- c. PEROT THEATRE will provide personnel, services and equipment as described in Section 5 as part of the basic rental fee. LESSEE agrees to pay to PEROT THEATRE at settlement of performance all sums which may be due PEROT THEATRE for additional services, accommodations, or materials furnished or loaned to LESSEE.

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 prior to each performance. Janitorial services during and following the event are the responsibility of the LESSEE. See Rental Rate Sheet.
- e. Services of the Technical Director/Asst. Manager.
- f. Basic sound, light, rigging set-ups and draperies.

ADDITIONAL PREMISES AND SERVICES REQUIRED BY LESSEE

6. RENTAL OF MEZZANINE AREA

PEROT THEATRE 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 _____ and ends at _____.

LESSEE agrees that the mezzanine area shall only be used for the purpose of _____.

For said stated use of the mezzanine area, the LESSEE agrees to pay the PEROT THEATRE the additional rental fee of \$_____.

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 General Manager. The LESSEE shall pay all salaries of such additional employees. PEROT THEATRE reserves the right at all times to reasonably control the ushers, ticket takers, and all other employees of LESSEE and the reasonable 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 safely 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 PEROT THEATRE, and its officers and employees on account thereof except to the extent such claim(s) result from the negligence or willful misconduct of PEROT THEATRE or its officers or agents, including its police officers.

8. CONTRACTS WITH UNIONS

LESSEE agrees to abide by all existing contracts made by PEROT THEATRE with theatrical or other unions which are in effect between PEROT THEATRE and said unions on the date of LESSEE'S use of the Perot Theatre that are disclosed and known by LESSEE. LESSEE further agrees that all expenses incurred in the use of stagehands 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 PEROT THEATRE 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 Technical Director/Asst. Manager.

10. ADDITIONAL FACILITIES

PEROT THEATRE agrees to provide only available facilities which are a permanent part of Perot Theater. 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 PEROT THEATRE.

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 reasonable and industry standard decision of the Perot General Manager 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 General Manager, 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 PEROT THEATRE 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 General Manager. LESSEE shall be solely responsible for payment of 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 PEROT THEATRE 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 PEROT THEATRE furnishes salesperson(s). PEROT THEATRE may, at its reasonable and industry standard 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

The TEXARKANA SYMPHONY ORCHESTRA 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 General Manager, and then only in accordance with the rules and regulations promulgated by the City of Texarkana, TX and the TEXARKANA SYMPHONY ORCHESTRA 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 General Manager. 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, normal wear and tear excepted. 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. It is agreed that the Perot General Manager shall reasonably 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 General Manager 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) shall be listed as additional insureds in the said policy of insurance. These limits are minimum amounts and may be increased for certain performances at the reasonable discretion of the Perot General Manager where such increases are necessary to protect the interests of the Perot Theatre. Insurance binder or certificate must be submitted to the Perot General Manager for his/her review no later than 10 days prior to the Event date.

17. LESSEE RESPONSIBLE FOR PERSONS ADMITTED TO PREMISES

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. Except with respect to security directly engaged by LESSEE and/or the Artist, PEROT THEATRE shall be responsible for preparing and implementing a security plan to protect all persons within the Premises and areas adjacent thereto (e.g., parking lots, plaza areas, etc.) and PEROT THEATRE shall hire, direct, supervise and assume responsibility for all security personnel. PEROT THEATRE agrees and acknowledges that at no time and under no circumstance shall LESSEE be liable or responsible for the activities and/or actions of the parties providing such security services.

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 knowingly 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 PEROT THEATRE 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 PEROT THEATRE has instituted suit against LESSEE 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 General Manager. Advertisement of an event at the Perot Theatre in any public forum prior to receipt of fully executed contracts and/or permission from Perot General Manager 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 General Manager 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 PEROT THEATRE or the General Manager.

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 General Manager.

22. FIRE AND SAFETY HAZARDS

LESSEE shall not bring or permit anyone to bring into said building or premises or keep therein anything 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 General Manager and shall not place or put any decorations without the consent of the Perot General Manager. PEROT THEATRE 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 General Manager or Perot Technical Director/Asst. Manager. If the Director reasonable determines that a proposed event poses a potential hazard to public safety, using industry standards, 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 General Manager. 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 PROHIBITED.

26. GROUNDS FOR REFUSING RENTAL OF PREMISES

PEROT THEATRE 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.

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 PEROT THEATRE, except to a Parent or affiliate under common control.

PEROT THEATRE'S CONTROL OF PREMISES AND PRODUCTION

28. EFFECTS LEFT IN THEATRE

Effects Left by Patrons

PEROT THEATRE 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

PEROT THEATRE 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 PEROT THEATRE 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, **PEROT THEATRE 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.** Notwithstanding the foregoing, PEROT THEATRE shall give notice to LESSEE of inadvertently left effects and/or property and PEROT THEATRE shall be given a reasonable opportunity to remove prior to removal and charge by PEROT THEATRE.

29. CITY'S RIGHT TO ENTER PREMISES

The City of Texarkana, TX, through its Perot General Manager, 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 General Manager. Notwithstanding the foregoing, LESSEE shall maintain reasonable control of onstage and dressing room area unless safety becomes a factor. The keys to the premises shall remain in possession of the PEROT THEATRE, 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. PEROT THEATRE'S RIGHT TO CONTROL PRODUCTION

General Manager shall retain reasonable and industry standard right of control of sound pressure levels within the theatre building. **Sustained sound pressure levels shall not exceed 95 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 reasonable control of the General Manager as well.

32. CITY OF TEXARKANA, TX AND PEROT THEATRE HELD HARMLESS

Except where damage or injury is caused by the negligence or willful misconduct of City or PEROT THEATRE, Lessee shall indemnify City and PEROT THEATRE and hold City and PEROT THEATRE 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.

33. PROPERTY PLACED ON PREMISES

Irrespective of any other provision of this agreement, PEROT THEATRE and the City of Texarkana, TX assume no responsibility whatsoever for any property placed in or on said premises, PEROT THEATRE 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 except to the extent such liability is the result of the negligence or willful misconduct of PEROT THEATRE or the City of Texarkana, TX; and all watchmen or other protective service desired by the LESSEE must be arranged for by special agreement with the Perot General Manager.

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 General Manager is acting for the accommodation of LESSEE, and as to such funds the Perot General Manager shall not be liable to LESSEE or to any other person for any loss, theft or defalcation thereof, unless caused by the negligence or willful misconduct of PEROT THEATRE or Perot General Manager.

35. FORCE MAJEURE

If a Performance or Event cannot take place, in whole or in part or the parties to this Agreement cannot perform any of their respective material obligations hereunder because of an act or regulation of public authority, national calamity (including but not limited to COVID-19 or other pandemic), fire, riot, or civil commotion, lockout or strike or other labor dispute, terrorist acts, acts or declarations of war, substantial interruption in, or substantial delay or failure of, technical facilities, war conditions, acts of God or other occurrence outside the reasonable control of PEROT THEATRE or LESSEE (“Force Majeure”), both Parties shall be excused of any obligation or liability whatsoever to the other party as a result thereof and each party shall be responsible for its own expenses. PEROT THEATRE and LESSEE reserve the right to determine, in their reasonable and mutual discretion, when a performance of the Event should be cancelled because of a Force Majeure occurrence. LESSEE shall be entitled to a refund of the rent and additional expenses to the extent a performance of the Event is cancelled by reason of a Force Majeure occurrence, provided that such fees shall be prorated, in the reasonable discretion of the PEROT THEATRE, if PEROT THEATRE has made partial use of the Premises.

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 for reasons other than a Force Majeure Occurrence or uncured PEROT THEATRE default, without the written consent of the PEROT THEATRE, no payments already made to the PEROT THEATRE will be refunded, and the full rent called for by this agreement, including any disbursements or expenses incurred by PEROT THEATRE in connection therewith, shall be payable to the PEROT THEATRE by the LESSEE.

37. DEFAULTS BY LESSEE

LESSEE agrees that if LESSEE defaults on any part of this agreement, PEROT THEATRE 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. Notwithstanding the foregoing, LESSEE shall be given notice of any default and a reasonable opportunity to cure prior to termination of lease agreement.

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 General Manager 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 production, if it becomes apparent to the General Manager that the LESSEE is not capable of staging the proposed event as previously represented, the General Manager may terminate the contractual relationship. Notwithstanding the foregoing, should General Manager have concerns **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 _____, 2022.

LESSOR: Perot Theatre

LESSEE: _____

BY: _____

BY: _____

Perot Theatre General Manager

Lessee

R. Andrew Clark

Print Name

Print Name

Date

Date

CONTRACTUAL ATTACHMENT

AUDIENCE SERVICES/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. At the request of the LESSEE, and at an additional charge, the box office can be open from 12:00 p.m. until curtain on the day of event. Box office fees include: \$350 for first performance set-up and ticket stock; each additional performance at the rate of \$50. \$15 per hour, per required personnel, as determined by the General Manager, for hours outside the normal box office hours. Tickets to all events held at the Perot Theatre shall be available for sale online at www.perottheatre.org.

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.

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 General Manager. 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 1542 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 General Manager.

BOX OFFICE CHARGES: Lessee will be charged \$5.00 (this includes the required City, Theatre, and ticket handling fees) per ticket for each ticket dispersed. (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.)

ADDITIONAL REQUIREMENTS: Lessee is responsible for all credit card charges for their event. Lessee shall pay the Perot Theatre 3.0% 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 (\$5.00 per ticket, and 3.0% of all credit card charges), if cancelled for reasons other than a Force Majeure occurrence or uncured PEROT THEATRE default. 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 Symphony Orchestra (TSO/PEROT THEATRE) 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, 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 TSO. 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 request that the TSO/PEROT THEATRE only sell non-alcoholic beverages. The Lessee may also request that beverages not be allowed in the audience-seating portion of the theatre. All beverage sales shall end ten minutes following the intermission.

Please make your wishes known by initialing below:

_____ All beverages may be sold

_____ Only non-alcoholic beverages may be sold

Please note that Lessee's permission to sell alcohol during a performance does not obligate PEROT THEATRE to do so.