

RENTAL CONTRACT

BY

TRUE WEST LLC d/b/a ALADDIN THEATER

3116 SE 11TH

PORTLAND, OREGON 97202

503.234.9694

FAX: 503.234.9699

****Also included in this contract is Exhibit A, "Event Specification Sheet".****

DATE:

DATE OF EVENT:

CLIENT NAME (Licensee):

ORGANIZATION:

PHONE:

email:

Local contact:

EVENT NAME (referred to as Event):

DESCRIPTION OF EVENT:

TICKET PRICES:

RENTAL RATES:

\$1650.00 (includes house sound and lights)	Venue Rent
\$225.00 (\$20/hr overtime)	Production Manager
\$165.00 (\$20/hr overtime)	Sound Technician
\$150.00 (\$20/hr overtime)	Lighting Director
\$100.00	House Manager
\$140.00	Door Personnel (2)
\$140.00	Security (2)
\$100.00	Cleaning
\$75.00	Box Office
\$75.00	Ticket Management

General Info:

- The Event Specification Sheet is entered into and made a part of this Rental agreement.
- The Aladdin Theater capacity is 620. Any complimentary tickets issued will reduce this capacity.
- The Aladdin Theater requires there be at least one intermission, no less than twenty minutes long.
- There is no smoking allowed in the building (theater, lobby, bathrooms, stage, etc...)
- The show will start at 8:00pm (Doors open at 7:00pm).
- Age restrictions may apply to your event. Please check with the General Manager, Tom Sessa, before your event goes on sale. All ages events will incur additional charges.
- Any expenses incurred by the Aladdin Theater for catering, advertising, backline, barricade, passes, towels, risers, extra staffing, etc. will be added to the rental bill.
- The Aladdin Theater production manager is Nick Van Nood. All production questions, day of show arrangements, scheduling, etc. must be set up through Nick. He can be reached at 360.771.0466.
- No open flame of any kind is allowed on the stage or anywhere in the Aladdin Theater.
- There will be an additional \$200.00 cleaning charge for any show using confetti or any other substance like confetti.
- The Aladdin Theater requires prior approval for all decorations and banners.

Deposit:

- A \$1000.00 deposit is required to confirm a date. A deposit and signed contract must be received for your show to go on sale.
- The reservation deposit will be retained if your reservation is canceled for any reason.
- If for any reason, whether or not beyond the control of the owners, the hall is not available for your event, your sole remedy will be to have all rental fees and deposits refunded to you.

Overtime/Additional days:

- All employees are subject to overtime charges after 8 hours. All production crew will be billed at \$20 per hour after 8 hours. All FOH crew will be billed at \$15 per hour after 8 hours.
- Additional tech rehearsals, scouting meetings, or any other additional hours or days, not on the rental date, will be billed to your rent at \$100 per hour for the room.
- Any additional staffing needed, that is not on the day of show, will be billed at \$25 per hour for each staff member.
- Additional charges may apply for any professional videotaping.

Ticketing:

- All shows are general admission unless otherwise agreed upon. Additional charges will apply for reserved seating.
- Prebox ticket limit is 10% of the house at the time of the request (60 limit at time of onsale).
- A \$.10 per ticket charge is made for all prebox tickets.
- The Aladdin Theater is to receive 10 comps for every event, above your capacity.
- Ticketmaster is the exclusive ticketing agent for all events at the Aladdin Theater. Tickets for your event will be available at all Ticketmaster outlets, charge by phone, internet and at the Aladdin Theater box office.
- A 3% fee will be assessed on all tickets purchased with a credit card at the Aladdin Box office for your event.
- The total balance is due the day of your event.

Merchandise:

- Merchandise rate is 20% Artist sells. We can provide a seller for an extra \$75.

Concessions:

- The Aladdin Theater retains the right to serve all food, drink and alcoholic beverages.
- No outside food or drink is allowed into the Aladdin Theater.

Insurance:

- Licensee is responsible for providing proper liability insurance for event at no cost to venue.
- Licensee is responsible for any damage to the building, Fixtures, or equipment that arise from the Licensee's negligence at the Event.
- The Licensee shall defend, indemnify, and hold Licensor harmless from and against any and all claims, suits, actions, losses, costs, penalties, damage of whatsoever kind or nature, or liability to or by third parties for damages to property, including loss of use thereof, injuries to persons, including death, and from any other claims, suits, or liability arising out ore relating to any Claims as defined below.
- Licensee will defend the owners, their agents and employees from any claims arising out of your use of the hall for your event, including attorney fees.
- The Aladdin Theater is not responsible for any personal property left in the hall after your event.

Advertising:

- Advertising is not included in the rental price. Aladdin Theater is not responsible for advertising your show.
- Space may be purchased in the Aladdin Theater strip ads for an additional cost.
- A deposit or Credit Card number is required before any advertising can be purchased.

Legal Terms:

- TRUE WEST, LLC MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND HEREIN, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES RELATED TO THE SUCCESS OF THE EVENT. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE SPECIFICALLY EXCLUDED. The venue of the event is taken “as-is” and “where-is” by Licensee.
- In the event of any Claims against True West, LLC (“Claims” means any and all claims, demands, causes of action, actions, rights, liabilities, contract obligations, damages, attorney's fees, costs, torts, suits, debts, sums of money, accountings, reckonings, bills, covenants, controversies, agreements, promises, at law or in equity or otherwise, whether direct or indirect, known or unknown, which the releasing parties now own or hold, or have at any time heretofore owned or held, now or hereafter acquired, against True West, LLC, its customers, employees, contractors, agents, and/or assigns, in any capacity, which (i) are related in any way, directly or indirectly, to use of the venue under this Rental Contract, and/or (ii) are or may be based upon any facts, acts, omissions, conduct, purchases, representations, contracts, agreements, claims, events, causes or matters of any kind occurring or existing at any time on or before the date of this Rental Contract), Licensee’s damages shall be limited to the total amount paid by Licensee to True West, LLC under this Contract.
- The parties agree that under no circumstances shall True West, LLC be responsible for any liability, loss, or damage, caused by the Licensee or third party. Licensee does hereby release, discharge, indemnify and hold harmless True West, LLC from any and all liability for loss or damages arising out of or in connection with the performance of work by others (including, but not limited to Licensee).
- Notwithstanding anything to the contrary herein, in no event shall True West, LLC be liable for any incidental or consequential damages.
- This Rental’s Contract contains the entire understanding of the parties hereto (final and integrated) with respect to the subject matter hereof and the transactions contemplated hereby. This Rental’s Contract supersedes all prior and concurrent oral statements and representations. The parties hereto agree to waive the rule of construction construing the Contract against the drafter thereof. No action, regardless of form, arising from or relating to True West may be brought by Licensee more than one (1) year after the cause of action arose. Licensee waives all rights to a jury trial.
- No act, omission or delay by True West, LLC in enforcing any right under the Contract shall waive any right under or breach of the Contract.
- The parties each represent and warrant that they have full power and actual authority to enter into this Contract and to carry out all actions required of them by this Contract. All persons executing this Contract in representative capacities represent and warrant that they have full power and authority to bind their respective corporations, LLCs, partnerships and/or marital communities.

Force Majeure:

If the Event cannot take place, in whole or in part, or each of the parties hereto cannot perform any of its respective obligations hereunder because of an act or regulation of public authority, 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 Licensor (“Force Majeure Event”), such party shall have no obligation or liability whatsoever to the other party as a result thereof. Licensee reserves the right to determine, in its reasonable discretion, when the Event should be cancelled because of a Force Majeure Event.

I have read and agree to all the conditions in this contract. Please initial after each entry.

True West, LLC

Licensee

Tom Sessa, General Manager

Title: _____

Date: _____

Date: _____