

RENTAL REQUEST and CONTRACT: **PUBLIC PERFORMANCE**

Organization, Individual, or Project Name: _____

Proposed Rental Dates: _____

NOTE: This contract is subject to all Rules/Regulations and Fees described herein. Deposit is required to formally reserve dates.

- | | | |
|---|------------------------------|-----------------------------|
| Is this your first time applying to rent the Paramount Theatre? (If yes, please review rules and regulations). | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Renter has acquired rights to any copyrighted content and shall hold harmless the Paramount and COG. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Renter agrees to a consultation with Paramount technical staff minimally one month prior to event. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| For any ticketed event with box office payout, Renter understands that a W9 is needed prior to payout. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| If Public Event, renter will provide copy of required liability insurance policy with \$1,000,000 coverage. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Non-refundable deposit has been paid in order to secure requested dates. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Interest in renting additional space from adjacent StageStruck facility? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Interest in Paramount withholding rental fees from Box Office payout rather than invoicing? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Deposit Amount: _____ **Payment Method:** _____ **Date Paid:** _____

I. Contact Information

Organization/Individual: _____

Physical Address: _____

Primary Contact: _____

Email Address: _____

Website: _____

Phone Numbers – Business or Home: _____ Cell: _____

Mailing Address: _____

Secondary Contact: _____ Phone Number: _____

II. Event Information

Event Name/Title: _____

Genre: Stand-up Comedy Concert Dance Theater Film
 Pageant Private Event Other: _____

Performance Date(s): _____

Load-in/Rehearsal Date(s): _____

Special Requirements: _____

Signature indicates acceptance of all policies herein

Signature of Renter or Representative: _____ Date: _____

Print Name: _____

Are you a City of Goldsboro, or Wayne County resident? Yes No

Paramount Theatre Director or Manager: _____ Date: _____

III. Reservation and Deposit

1. For established renters with recurring annual events, the Paramount Theatre requires a **\$125 non-refundable, non-transferable deposit** to reserve a rental date. This deposit is reflected as a credit in the final invoice.
2. For new or occasional renters, the Paramount Theatre requires a **\$300 non-refundable, non-transferable deposit** to reserve a rental date, and the estimated rental balance paid in full 10 business days prior to the first rental date. All payments are reflected as a credits in the final invoice, where any additional fees will be billed, or refunds issued.
3. Rental dates scheduled less than 30-days out are considered “short-notice” and subject to staff availability and additional fees.

IV. Rules/Regulations:

The Paramount Theatre offers booking up to two years in advance; priority is given to established renters and theatre sponsors with recurring annual events, after which dates are offered on a first come, first served basis.

- A. All areas used by renter must remain sanitary and accessible, in compliance with local health and fire codes.
- B. User shall not advertise any performance or the appearance of any performer prior to full contract approval.
- C. Advertising is Renter’s responsibility and may be supported by the Paramount. (See Renter Supplement Guide)
- D. The Paramount Theatre and City of Goldsboro are committed to public safety. We comply with all local life-safety ordinances and remain open to conduct business during inclement weather. Should conditions arise or be anticipated that make it unsafe to operate, the City of Goldsboro may elect to close the facility. The Paramount will immediately notify Renter of any forced cancellation and seek to reschedule. If unable to reschedule, the Renter will be refunded appropriate fees for cancelled dates excluding labor and non-refundable deposit.
- E. The Renter’s property should be removed upon completion of the event. Storage of costumes, props, equipment, etc. will only be permitted during the rental period. The Paramount Theatre and/or its staff will not be held responsible for damage to stored items. Property left beyond rental dates is subject to storage-fee.
- F. No smoking is permitted in The Paramount Theatre.
- G. Nothing may be taped, nailed, stapled, tacked, or affixed to structure without staff knowledge and consent.
- H. The use of stage-grade glow-tape and spike-tape is permitted on the stage floor with consent of staff.
- I. Eating and/or drinking is permitted only in the lobby and actor’s annex areas. Other than sealed, bottled water, food and drink may not be consumed on-stage, backstage, or in audience areas except with knowledge and consent of staff.
- J. Renter will ensure that minors are supervised at all times.
- K. Animals, other than ADA-approved service animals, are not allowed on premises without explicit staff consent.
- L. Renter is responsible for all necessary performance licenses and royalties related to copyrighted material; Paramount to be held harmless.
- M. Renter is responsible for collection and remittance of taxes (sales, use, and privilege) on merchandise, concessions, and admissions tickets not sold by the Paramount Theatre Box Office and Concessions Services.
- N. Alcohol may only be sold or distributed at a public or private event by Paramount Theatre Staff.
- O. The City of Goldsboro requires liability insurance of at least \$1,000,000 for rental of the Paramount Theatre.
 - i. The City of Goldsboro/Paramount Theatre must be added as additional insured to all liability policies.
 - ii. Renter is responsible for damages caused by any person associated with the event under Renter’s supervision.
 - iii. Charges for any damage not covered by liability insurance will be included in Renter’s final invoice.
 - iv. Renter shall indemnify and save harmless The City of Goldsboro and The Paramount Theatre Foundation from and against all claims, costs, expenses, and/or liability for damages to person or property arising from or relating to the use or occupancy of the theatre by Renter during the rental period or permitted to be done by the Renter in or about the theatre, or otherwise resulting from any breach or default in the performance of Renter’s obligations under this agreement, including attorney’s fees and court costs.
- P. Firearms (other than non-functional props) are not permitted in any municipal building, including The Paramount Theatre.
- Q. Firewatch is required anytime smoke, fog, or similar effects requires the disabling of our fire alarm system. During rehearsals or private events, Paramount staff may perform Firewatch, during public events, off-duty City of Goldsboro firefighters are utilized. It is the renter’s responsibility to contact City of Goldsboro Fire Department directly to make scheduling and payment arrangements: (919) 580-4262.
- R. The use of pyrotechnics and/or open flame (including candles) is not permitted without contractual use of Firewatch.
- S. SEATING:
 - i. Row-U is roped off for safety and may be sold only if no seats remain. When in use, an usher must be present.
 - ii. Six wheelchair accessible seats are available; third and last rows of the first floor, sixth row of the balcony.
- T. PARKING:
 - i. On-street parking is available to patrons & renters. Center Street and Chestnut Street are the most convenient.
 - ii. The parking lot adjacent to the Paramount Theatre loading door is not the property of the Paramount Theatre, but may be used by patrons and renters at the discretion of the owner, StageStruck.
 - iii. The concrete pad at the loading door is Paramount property and may be utilized by renter; please alert staff.
 - iv. Marked handicap parking spots and a drop off ramp are available directly in front of the theatre entrance.
 - v. The Paramount Theatre website has detailed maps for parking: goldsboroparamount.com/directions-parking.
- U. For Paramount Theatre Fees & Services, “LOCAL” is defined as within the City of Goldsboro or Wayne County, NC.
- V. City of Goldsboro WIFI is available for patrons, use is entirely at the user’s risk; switches, routers, or hubs are not permitted. For details on how to connect to the Guest WIFI network, contact a Paramount Theatre staff member.
- W. In the event of a cancellation or a change in technical needs, please notify the Paramount Theatre in writing as early as possible (10-day min.), failure to do so may result in loss of deposit and charges for assigned technician hours.
- X. Services to the deaf or hearing impaired may be requested up to two-weeks in advance of a performance or event. Non-profit orgs and Paramount Theatre will share the expense at 50%/50%; all others will absorb 100% of the expense. Paramount staff will coordinate appropriate certified professionals; cost averages \$300-\$700 per performance.
- Y. The Paramount Theatre is not a recording facility and as such, the renter shall indemnify and save harmless The Paramount Theatre Foundation and The City of Goldsboro from and against any and all claims, costs, expenses, and/or liability for damages related to any audio or video recording created during the occupancy at the Paramount Theatre.
- Z. The Paramount Theatre shall not be held responsible for faulty equipment, either owned or rented.
- AA. Theatre doors may not be left open and un-attended. Renter may supply volunteer; Paramount staff will cost \$15/hr.
- BB. Any film that is not commercially licensed must be screened by the Director before being promoted at the Paramount.
- CC. The following must be included on all promotional materials:
 - i. *“This presentation and/or any activities and events described within are neither sponsored, nor endorsed by the Paramount Theatre, the City of Goldsboro, or any affiliated party.”*
 - ii. The Paramount reserves the right to require and issue additional content warnings on promotions.

Performance/Event Scheduling Needs and Details

III. Ticketing Information

Will live event be ticketed: Yes No FREE and/or Will event be livestreamed: Yes No FREE

If yes, will you be using the Paramount Box Office Service?

Yes - Please complete the Paramount Theatre Box Office Agreement; event subject to Box Office Set-up Fee.

No - Please sign the Ticket Sales Waiver.

Note: If your event is not appropriate for all ages, please provide content warnings or ratings, (i.e., Not appropriate for children under 12 due to violent content and language.)

IV. Event Staff Supplied by Renter:

Director/Coordinator: _____ Phone: _____

Stage Manager: _____ Phone: _____

Responsible for coordinating onstage and backstage activities, and for calling the cues in a performance. **If a Stage Manager is not provided by the renter, the Paramount may require an additional house technician to serve as stage manager at renter's expense.**

House Manager: _____ Phone: _____

Responsible for coordinating Lobby & Ushers.

Ushers provided by renter (number): _____

Recommended 6-8 ushers. Minimum of two ushers required for all events, three ushers when using the balcony. If renter cannot supply usher staff, Paramount may be substituted at renter's expense (\$14/hr). Ushers must be at least 17 years of age.

Follow-spotlight operators provided by renter (if needed): _____

There are two follow spotlights available. If renter cannot supply follow-spot operators, Paramount staff can be provided at renter's expense, (\$18/hr). Follow-spotlight operators must be at least 17 years of age.

V. Event Staff Supplied by Paramount (at Renter's Expense):

Describe any special effects (lighting, sound, or other) being used in your performance, or event, including strobe light, gun shots, smoke, haze, dry ice, etc. Attach an additional pages and specifications as needed:

Sound Technician (S) Lighting Technician (L) Fly Operator (F)

Minimally one technician required when activities are taking place on stage; technicians are billed at \$18/hr. Note: a second sound technician is required for events using any combination of 10 or more live instruments, wireless mics and monitors; renter may provide this second tech.

Paramount staff required to act as Stage Manager

A Stage Manager is required for every rehearsal and performance, if renter cannot provide Paramount will do so at renter's expense.

Spotlight Operator(s) Number Required: _____

If spotlight operator(s) are required and cannot be provided by the renter, Paramount will do so at renter's expense.

Multimedia (M)

A Multimedia Technician is required when computers, projectors, or other complex technical elements are employed for an event.

Other Staffing Needed:

Firewatch (FIRE)

Paramount staff may perform firewatch during rehearsals and private events. During public events, off-duty City of Goldsboro firefighters are required and doing so is the responsibility of the Renter. Contact City of Goldsboro Fire Department directly: (919) 580-4262.

Additional Building Attendant (BA)

One Building Attendant is included with rental, an additional building attendant is required for public events and billed at \$14/hr.

Number of Ushers (U): _____

If Renter cannot provide enough ushers to safely execute their event, the Paramount may require additional ushers at \$14/hr.

NOTE: Only technicians employed by the City of Goldsboro are permitted to use Paramount Theatre equipment with the exception of follow spotlights. Technicians are scheduled to arrive minimally one hour prior to renter arrival time. Staff must be provided script, schedule, agenda, rider, or other document(s) showing light/sound cues and technical requirement three weeks prior to event load-in.

VI. Schedule: Sound (S) | Lights (L) | Fly (F) | Multimedia (M) | Spotlight (SPOT) | Firewatch (FIRE) | Additional Building Attendant (BA) | Ushers (U)

NOTE: The building will not be open to participants until designated Start Time.

- 1. Load-In** – Please list Dates with anticipated START and END times
 Date: _____ Start Time: _____ End Time: _____ Techs: S L F M FIRE SPOT BA
 Please describe what you will be doing: _____
 (i.e., Assembling set, rehearsing, unloading equipment, etc. Set construction and painting, other than minimal touch ups, is not permitted on the stage.)
- 2. Technical Rehearsal(s)** – Please list your proposed rehearsal Date(s) and Schedule:
 Date: _____ Start Time: _____ End Time: _____ Techs: S L F M FIRE SPOT BA
 Date: _____ Start Time: _____ End Time: _____ Techs: S L F M FIRE SPOT BA
 Date: _____ Start Time: _____ End Time: _____ Techs: S L F M FIRE SPOT BA
 Date: _____ Start Time: _____ End Time: _____ Techs: S L F M FIRE SPOT BA
- 3. Public Performance(s)/Lecture(s)** – Please list the Date(s), Start Time (first access to the theatre), and Curtain Time:
 Date: _____ Start Time: _____ Curtain Time: _____ Techs: S L F M FIRE SPOT BA U
 Date: _____ Start Time: _____ Curtain Time: _____ Techs: S L F M FIRE SPOT BA U
 Date: _____ Start Time: _____ Curtain Time: _____ Techs: S L F M FIRE SPOT BA U
 Date: _____ Start Time: _____ Curtain Time: _____ Techs: S L F M FIRE SPOT BA U
- 4. School Performance(s)** – Please list the Date(s), Start Time (first access to the theatre), and Curtain Time:
 Date: _____ Start Time: _____ Curtain Time: _____ Techs: S L F M FIRE SPOT BA U
 Date: _____ Start Time: _____ Curtain Time: _____ Techs: S L F M FIRE SPOT BA U

VII. Merchandise/Concessions/Amenities

Do you plan to sell Merchandise and/or Concessions? (Tables and cloths provided at no cost as available) Yes No

Renter is permitted to sell approved Merchandise at no cost, and approved concessions with a \$50 stocking fee. If a renter does not serve concessions, Paramount reserves the right to do so. **Note: Alcohol may be sold and served exclusively by Paramount staff.**

Merchandise and Concessions plans:

Stage Amenities

WIRELESS BODY-PACK MICROPHONES: Yes No NUMBER? (up to 8 included): _____

PIANO: Kawai Baby Grand (\$165.00): Yes No
 The piano may be tuned with two weeks advance request. One tuning is included with rental of Piano. \$125.00 for each additional tuning.

YAMAHA CLAVINOVA - Digital Keyboard (\$25.00): Yes No

DIGITAL LASER PROJECTOR (\$45.00): Yes No

HD LIVESTREAMING (\$45.00 + labor): if ticketed, see pg. 3 Yes No

SMOKE MACHINE – Chauvet machine (\$25.00/gallon): Yes No

CHANDELIER: (\$25.00): Yes No NUMBER? (up to 7 available): _____

CHINA-SILK STAGE DRAPERY: (\$15.00/8'x30'): Yes No NUMBER? (up to 6 available): _____

PODIUM: (\$15.00): Yes No

DANCE FLOOR (\$25.00 + labor): Yes No

ORCHESTRA PIT SPACE (\$100.00): Yes No
 The first two rows of seating (up to 27 seats) can be removed for Orchestra Pit space. The grand piano cannot be moved to Orchestra Pit.

ALCOVE EXTENTIONS: (\$25.00): Yes No
 Require removal of C101-102 and 114-115; D101-104 and 117-120.

STAGE ACCESS STEPS FROM AUDITORIUM: Yes No
 There is no additional charge, however, fire code requires that seats be removed to maintain a minimum of 36" clearance.

VIII. Facility Use Fees & Services: To be completed by Theatre Director or Service Coordinator

| | Local Fee (COG/MC) | Non-Local Fee | Total |
|---|--------------------|---------------|-------|
| <u>Performances/Events:</u> | | | |
| <i>Covers 5 Hour Block and includes one building attendant</i> | | | |
| First Public Event in a day | \$500.00 | \$650.00 | |
| Additional Public Event in same day | \$300.00 | \$375.00 | |
| First Educational Synopsis in a day | \$250.00 | \$300.00 | |
| Private Social Event (Mon, Tues, Wed, Thurs) | \$300.00 | \$375.00 | |
| Private Social Event (Fri, Sat, Sun) | \$500.00 | \$650.00 | |
| Workshop/Presentation | \$300.00 | \$375.00 | |
| <i>Use of auditorium, stage, or backstage area requires minimally one theatre technician at additional cost.</i> | | | |
| | | | |
| <u>Load-In/Rehearsals:</u> | | | |
| <i>Covers 5 Hour Block and includes one building attendant</i> | | | |
| Weekday (Mon, Tues, Wed, Thurs) Rehearsal/Set-In | \$250.00 | \$300.00 | |
| Weekend (Fri, Sat, Sun) Rehearsal/Load-In | \$300.00 | \$350.00 | |
| <u>Additional Hours</u> to 5 Hour Blocks listed above | \$90.00/Hour | \$90.00/Hour | |
| <i>Rounded to the nearest 15 minutes up to 2.5 additional hours. Beyond 2.5 hours may incur another 5-hour block</i> | | | |
| | | | |
| <u>Photography Session</u> | \$60.00/Hour | \$60.00/Hour | |
| <i>Includes one light tech, Renter responsible for photographer.</i> | | | |
| | | | |
| <u>Dark Day:</u> (Stage occupied but not in use) | | | |
| Weekday (Mon, Tues, Wed, Thurs) Dark Day | \$100.00 | \$125.00 | |
| Weekend (Fri, Sat, Sun) Dark Day | \$200.00 | \$225.00 | |
| <i>The Load-In/Rehearsal Fee for Weekends may be subject to the Weekday rate if the rental occurs after an existing Weekend event. This fee is subject to approval by the Paramount Theatre Director.</i> | | | |
| | | | |
| <u>Weddings/Wedding Receptions Packages</u> | | | |
| <i>Covers 5 Hour Block and includes one building attendant</i> | | | |
| Wedding Package | \$800.00 | \$950.00 | |
| <i>Covers Wedding Date and Rehearsal Date</i> | | | |
| Wedding Reception Lobby Only (Mon-Thurs) | \$300.00 | \$375.00 | |
| Wedding Reception Lobby Only (Fri, Sat, Sun) | \$500.00 | \$650.00 | |
| <i>Up to 60 guests. Includes only existing lobby furnishings.</i> | | | |
| | | | |
| Rental Sub-Total | | | |
| Estimated Labor | | | |
| Amenities Sub-Total | | | |
| Estimated Total | | | |

PARAMOUNT THEATRE BOX OFFICE SERVICE AGREEMENT (OPTIONAL SERVICE)

NOTE: Signature of the Paramount Theatre Box Office Service Agreement includes acceptance of all policies herein. All rates are subject to change. Tickets cannot be sold until a completed and signed contract and non-refundable rental deposit are received by the Paramount Theatre. In order to receive payment after the event, first time users of the Box Office Service must also provide a completed IRS Form W-9 and AFFIDAVIT of COMPLIANCE with N.C. E-Verify Statutes Form from the City of Goldsboro. An updated W-9 and Affidavit of Compliance is required if there is a change in the organization or individual that is being issued payment.

SIGNATURE: _____
RENTER/RETAILER Designated Representative

DATE: _____

Event Information

| | |
|--|---|
| Event Name: | |
| Event Dates: | Times: |
| Name of Organization or Individual: | |
| Is the Organization above a Minority Owned Company? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (Individual) | |
| Venue (if other than Paramount Theatre): | Date to begin sales: |
| Length of Event: | Intermission Length: <input type="checkbox"/> No Intermission |
| What ages is the event appropriate for: | |
| Other Event Information (i.e., VIP reception, opening acts, etc.) | |
| Website (if available): | |
| Facebook Page (if available): | |

Event Description (Please attach or provide below an approximately 200-500 word synopsis/description of the event):

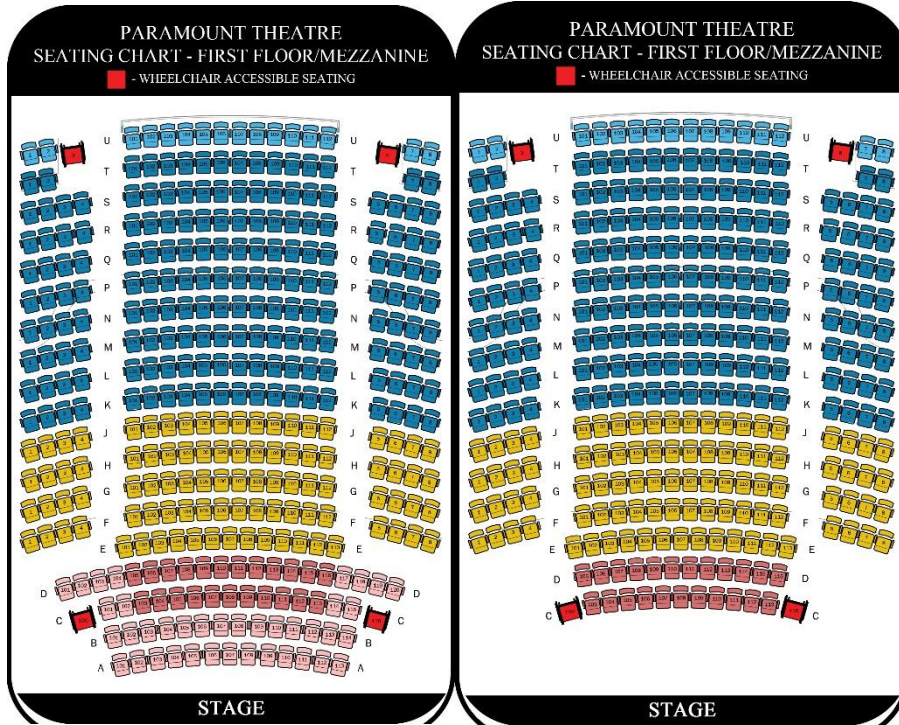
Who can be contacted for more detailed information on the event?

Name: _____ Contact Telephone Number: _____

Seating Information (For Paramount Theatre events only).

Select a Seating Chart Option

NOTE: Seating options will be contingent upon most current COVID-19 restrictions.



Full Seating

Seats: 501
456 Standard Seats,
39 Stacking Chairs at Front
6 Wheelchair Seats

Orchestra and Alcoves

NEW STANDARD

Seats: 462
456 Standard Seats,
6 Wheelchair Seats
Required for use of
orchestra and/or alcove

The Balcony seats 148 plus 2 wheelchairs; Balcony is available when expected first floor capacity is 50% or greater.

Red seats indicate Dress Circle, **Gold** seats indicate Premiere, **Blue** Seats indicate Standard Orchestra Level Seating.

Check here for General Admission seating.

The Paramount Theatre Box Office strongly advises Renters to use reserved seating due to the handicap requirements of some patrons. However, at the Renter's request, the box office will sell general admission seating. All events taking place outside of the Paramount Theatre will be sold as General Admission.

If using ticket scanners, a Paramount staff member will show the Renter's ushers how to use the scanners and the scanners must be turned into the box office by the end of each performance. Any scanners not returned to the Box Office will result in a \$400 equipment fee to the Renter.

Ticketing Information

| | | | | |
|--|--|--|--|--|
| Ticket Types: (i.e. Adult, Seniors 65+) | | | | |
| Dress Circle Price: | | | | |
| Premiere Seating Price: | | | | |
| Due to ADA Requirements, Premiere Seating prices must be the same as either Dress Circle or Standard Orchestra prices. | | | | |
| Standard Orchestra Price: | | | | |
| Balcony Price: | | | | |

Admissions Tax: Effective January 1, 2014, N.C. Gen. Stat. § 105-164.4(a)(10) imposes an admissions tax on all events held at the Paramount Theatre with the exception of a very limited number of nonprofit events. The tax as of January 1, 2014 is 6.75% (4.75% State Tax and 2% County Tax). The Paramount Box Office Vendor, charges tax directly to the consumer at POS. Please answer questions below accurately in order to determine if the event is exempt from the admissions tax.

Admissions Tax: REQUIRED QUESTIONS FOR ALL EVENTS

1. Is your event being sponsored solely by a nonprofit entity that is exempt from tax under Article 4 of Chapter 105? (i.e. a 501(c)3 nonprofit)

 Yes (Continue to Question 2) No (This event is subject to tax)
2. Will the entire proceeds of the activity be used exclusively for the entity's nonprofit purposes?

 Yes (Continue to Question 3) No (This event is subject to tax)
3. Does the entity declare dividends, pay salary or pay any other form of compensation to members or individuals, including for participation in this event?

 Yes (This event is subject to tax) No (Continue to Question 4)
4. Is the entity, in any way, compensating any person for participating in the event, performing in the event, placing in the event, or producing the event?

 Yes (This event is subject tax) No (This event MAY not be subject to admissions tax. Please confirm with staff)

Ticket Layout

Event Date and Time, Venue Name and Address, and Section and Seat automatically be displayed on the ticket with the following disclosure: REFUNDS ONLY AT THE DISCRETION OF CITY OF GOLDSBORO

Additional Event Ticket Text: Please fill the box below with any info you would like to add (i.e., NO FLASH PHOTOGRAPHY).

Ticket Reporting

| | |
|---|-------|
| Would you like to receive regular email updates of ticket sales? <input type="checkbox"/> Yes, provide email address below <input type="checkbox"/> No | |
| Please note that these reports are for information purposes only and may not reflect real-time data and do not reflect Ticket Fees. | |
| Would you like to receive available patron data after the event? <input type="checkbox"/> Yes, provide email address below <input type="checkbox"/> No Names, mailing addresses, and email addresses that were collected for your event during ticket sales will be provided in a Microsoft Excel spreadsheet. | |
| Would you like the Paramount to accept donations on your behalf? <input type="checkbox"/> Yes <input type="checkbox"/> No Our ticket service charges 4% to cover credit card fees if a credit/debit card is used. The Paramount does not charge any additional fee for donations. When donor makes personal information available, the Renter will receive a report of the donations including name, amount, contact info, etc. | |
| Would you like the Paramount to report the admissions tax on ticket sales that were not processed directly through the Paramount Theatre Box Office Service (i.e. School Synopsis Ticket Sales)? <input type="checkbox"/> Yes (\$100.00 Fee) <input type="checkbox"/> No <input type="checkbox"/> N/A Renter must provide all funds collected and a ticketing breakdown. The Paramount will file the appropriate admissions tax reports and issue a check to the Renter for the net amount (gross less 6.75% taxes and the \$100.00 fee). This service is only available when PT Box Office does not sell the tickets. | |
| Email Address: | |
| Print Name: | |
| Signature: | Date: |

Rules and Regulations of the Paramount Theatre Box Office, henceforth doing business as the PT Box Office

Allowed Venues

The Paramount Theatre Box Office is available to sell tickets under this agreement for the following venues:

1. Paramount Theatre - 139 South Center Street, Goldsboro, NC 27530
2. Goldsboro Event Center – 1501 Slocumb Street, Goldsboro, NC 27530
3. ACME Theatre / Zwerling Performing Arts Center (ZPAC) - 111 South Center Street, Goldsboro, NC 27530
4. Wayne County Museum - 116 North William Street, Goldsboro, NC 27530
5. Wayne Country Day School – 480 Country Day Road, Goldsboro, NC 27530
6. Select other Downtown Goldsboro events/venues (contact Paramount Theatre staff for details)

Basic Box Office Services

The PT Box Office will:

1. Be open for online sales: 24/7, phone sales: M-F 9am-5pm, for walk-up sales M-F 9am-3pm, during public events one hour prior to curtain, and by appointment. We are closed on City holidays except by special arrangement. The Box Office is on the first floor of the theatre located at 139 S. Center Street, Goldsboro, NC 27530.
2. Maintain a 24-hour message system.
3. Return messages regarding tickets by the close of the next business day.
4. Process ticket orders within 24 hours excluding ticket orders received before the indicated start date of sales.
5. Maintain an up-to-date listing of ticket purchasers for events and seat assignments for reserved seating events.
6. Accept VISA/MasterCard/Discover/American Express credit/debit cards by phone, online and walk-in purchases.
7. Online ticketing for live performances is available 24/7 through third-party vendor box office vendor, **Etix.com**, Livestreaming is available through **showtix4u.com**; both are accessible through the Paramount website.
8. Begin tickets sales per date and requirements specified within this agreement.
9. Provide Renter with payment via check issued from the City of Goldsboro finance department and an itemized statement reflecting tickets sold and fees retained within 5-10 business days after the date of the last ticketed event. Payment cannot be issued without a completed and signed IRS Form W-9.
10. Hold physical tickets processed by phone for pickup at will-call, or provide a contact-free patron list on day of performance. Tickets may also be mailed directly to the purchaser for an additional \$1.00 mailing fee.
11. By policy, all ticket sales are final and no refunds are given unless an event is cancelled. Exchanges for a different performance of the same event are allowed providing the original event date has not passed.
12. Hold 6 house seats to use for ticketing issues. Unused house seats may be sold at the door.

Renter Responsibilities to Paramount Theatre Box Office

The Renter agrees to:

1. Provide the PT Box Office with accurate ticketing and event information at least one month prior to the scheduled event; this includes the use of complimentary tickets and held tickets.
2. Provide a W9 prior to any disbursement of funds from ticket sales.
3. If an event is cancelled, for any reason, the Renter will be responsible for paying any additional fees or charges associated with refunding ticket sales including, but not limited to the \$50.00 setup fee, 3% of all refunds issued by credit/debit card, and \$0.25 per ticket sold.

PT Box Office Ticket Pricing and Fees

1. The PT Box Office will retain the following fees from ticket sales:
 - a. **Box Office Set-up Fee:** There will be a \$50.00 set up fee for live performance Box Office, and another for livestreamed Box Office; the fee is one-time regardless of the number of performances.
 - b. **Service Charge:** The Box Office reserves the right to add a service charge, paid by the patron.
 - c. **Complimentary Ticket Fee:** \$0.25 will be charged for each comp ticket issued through PT Box office.
 - d. **Consignment Ticket Fee:** \$0.25 will be charged for each unsold consignment ticket printed for renter to sell outside of the PT Box Office. (See *Consignment Ticket Policy* below.)
2. The PT Box Office Vendor, Etix.com, will retain the following fees from ticket sales:
 - a. **Service Fee:** Currently \$1.50 per ticket including refunded tickets.
 - b. **Merchant Credit Card Charge:** 3% of gross credit card charges, including donations.
3. Ticket prices and any discounts, will be established by renter in flat dollar amounts; approved changes permitted.
4. Ticket fees must be paid in advance with over 25 Complimentary Tickets and funds from sales are insufficient to cover ticket fees. Pre-payment for Complimentary Tickets may be waived at the discretion of Paramount staff.

PT Box Office at the Event

1. For events held at the Paramount Theatre venue, the PT Box Office will provide box office staff at each event at a cost to the renter of \$25.00 per performance.
2. PT Box Office staff will be available approximately one hour prior to and a one half hour after curtain time. Additional hours may be requested by the Renter at a rate of \$25.00 per hour.
3. It is suggested that the Renter provide one volunteer to assist in distributing tickets held at will-call. This is not a requirement but may move the box office line more quickly for large crowds.
4. For events not held at the Paramount Theatre venue, the PT Box Office will not provide staff for the Box Office at each event, and the Renter must provide their own Box Office staff.
 - a. The PT Box Office will not be available at other venues for day of performance sales.
 - b. Renter must provide their own cash and/or equipment to accept credit and debit cards at other venues.
5. PT Box Office may print Consignment Tickets for producer to sell during the event. (see Consignment Policy below.)

Consignment Ticket Policy

1. If using the Paramount Theatre Box Office Services, all tickets must be processed through the PT Box Office.
2. The PT Box Office may print additional tickets for the producer to sell directly for the following purposes:
 - a. Producer to sell tickets at the door for an event that does not take place at the Paramount Theatre
 - b. Producer has members, volunteers, or “street team” to sell tickets individually.
3. Renter/retailer must remit all funds and unsold tickets to the PT Box Office, equaling the number processed.
4. Unsold Consignment Tickets printed through the PT Box Office will be assessed a \$0.25 fee. Sold consignment tickets will be assessed the regular Ticket Sales Fee of 5%.
5. All tickets sold outside of the PT Box Office must be processed and printed through the PT Box Office.

Seating Policy:

(Applicable to Paramount Theatre events only.)

1. The PT Box Office encourages use of reserved seating but will use general admission seating at renter’s request.
2. The Box office may hold up to eight house seats till five minutes prior to curtain in case of seating issues.
3. It is the policy of the Paramount Theatre to open Row-U for sale only after the majority of the orchestra seating is sold. If Row U becomes available, additional ushers may be required to ensure the safety of our patrons.
4. If alcove extensions or steps to the front of the stage are used during event, additional seats may have to be removed. Please refer to Paramount Theatre Reservation Agreement and consult staff for more information.

PARAMOUNT THEATRE BOX OFFICE WAIVER

(THIS WAIVER MUST BE COMPLETED IF THE EVENT IS NOT USING THE PARAMOUNT BOX OFFICE SERVICE)

Effective January 1, 2014, the gross receipts derived from an admission charge to an entertainment activity are subject to sales and use tax in accordance with N.C. Gen. Stat. §105-164.4(a)(10). These sales are subject to 6.75% tax which includes the 4.75% general State tax and applicable local and transit rates of sales and use tax.

“Admission charge” includes a charge for a single ticket, a multi-occasion ticket, a seasonal pass, an annual pass, and a cover charge.

“Entertainment activities” include a live performance, a motion picture or film, admission to a museum, cultural site, garden, exhibit, show, or similar attraction, as well as a guided tour at any of these aforementioned.

By signing this waiver, the RENTER/RETAILER declines all Box Office and Ticketing Services provided by THE PARAMOUNT THEATRE and assumes full responsibility for ticket sales. The RENTER/RETAILER has been informed of the N.C. sales and use tax requirements and understands that THE PARAMOUNT THEATRE shall not be responsible for the payment of any taxes arising from or connected to the use of this premises by the RENTER/RETAILER. The RENTER/RETAILER shall be responsible for all taxes due to local, State, or Federal agencies as a result of ticket sales for this event.

SIGNATURE: _____
RENTER/RETAILER Designated Representative

DATE: _____