

CAMELOT THEATRES

Rental Agreement

The Camelot Theatres and ("Lessee") agree as follows:

1. Camelot Theatres rents to Lessee the use of the Camelot Theatres located at 2300 E. Baristo Road, Palm Springs, California, 92262 ("the Premises"), for the purpose of exhibiting motion picture(s) and/or video tape(s) or other use entitled:

- | | | |
|---|--|--|
| <p>a. Rental Charge for Theatre One (542 seating) from 8:00 AM till 11:00 AM.
<i>Note: If program continues passed 11:00 AM the rental rate increases to option B or C depending on day of event. Amount will be deducted from ticket sells.</i></p> | <input type="checkbox"/> | <p>\$800.00</p> |
| <p>b. Rental Charge for Theatre One (542 seating) for one performance between 11:30 AM to 2:30 PM or 7:30 PM to 10:00 PM (Monday – Thursday)</p> | <input type="checkbox"/> | <p>\$1600.00</p> |
| <p>c. Rental Charge for Theatre One (542 seating) for one performance between 7:30 PM to 10:00 PM (Sundays only)</p> | <input type="checkbox"/> | <p>\$2500.00</p> |
| <p>d. Rental Charge for Theatre Two (172 seating) or Three (150 seating) from 8:00 AM till 11:00 AM.
<i>Note: If program continues passed 11:00 AM the rental rate increases to option E or F depending on day of event. Amount will be deducted from ticket sells.</i></p> | <input type="checkbox"/> | <p>\$550.00</p> |
| <p>e. Rental Charge for Theatre Two (172 seating) or Three (150 seating) for one performance between 11:30 AM to 2:30 PM or 7:30 PM to 10:00 PM (Monday – Thursday)</p> | <input type="checkbox"/> | <p>\$1000.00</p> |
| <p>f. One Day Rental Charge for Theatre Two (172 seating) or Three (150 seating) for one performance between 7:30 PM to 10:00 PM (Sundays only)</p> | <input type="checkbox"/> | <p>\$2200.00</p> |
| <p>g. After hours: \$75 per ½ hour (½ increments) charged when program continues beyond 10:00 PM (lounge, lobby, and/or Theatre).
2 Hour Max</p> | <input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | <p>½ Hr \$75.00
 1 Hr \$150.00
 1 ½ Hr \$225.00
 2 Hr \$300.00</p> |
| <p><i>Note: Camelot has right to deduct from Ticket Sales if this has not been prepaid.</i></p> | | |

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- a. Use of Reception/Lounge Area and Cleanup Charge-Maximum Capacity 65. Note fee will be waived if catering and bar is utilized. No outside food or liquor may be brought on to the Theatre's premises. \$300.00
- b. P/A System (Podium and Microphones) \$150.00
- c. Two Hours to One Day Rental Charge for HD Video Projection \$800.00
- d. Two Hours to One Day Rental Charge for Video Projection. **DVDs are not accepted** \$500.00
- i. DV CAM iii. Beta SP
- ii. Digi Beta
- e. DVDs can be transferred to DV Cam provided owner's rights have been cleared for screening. DVDs can be transferred to DV Cam provided owner's rights have been cleared for screening. Projectionist rate for transferring is \$70 for 1 minute to 60 minutes. 61 minutes 119 minutes is another \$70 and so on.
- f. Film Make Up and Tech Set Up per 35 mm film print \$350.00
- g. 16 mm Rental and Initial Tech Set Up \$250.00
16 mm can only be played in Theatre One
- h. Advertisement within our Weekly E-Newsletter and Website *Advertisement will run 2 weeks prior to event.* \$150.00
- i. Advertisement within Camelot Theatres Regular Weekly Desert Sun Ad *Advertisement will run 1 week prior to event. (2 column by 1 inch)* \$850.00
- j. Lessee request to sell tickets from Camelot Theatres' Box Office and/or online ticket system. 5% from Lessee's ticket grosses
 3% from a nonprofit Lessee's ticket grosses
- k. Online ticket service. This service is separate from the theatre's movie ticketing system. If the lessee chooses this service, the service fees are as follows: \$.25 service fee per ticket for box office purchases. \$1.50 service fee per ticket purchase for online tickets. \$3.50 per ticket service for phone orders. See Item 5 on page 5. Online ticket service
- l. Booking Fee. Lessee chooses to have Camelot Theatres book a film on behalf of the Lessee. (fee will still be applied if Lessee chooses to change the film or chooses to cancel the event). This fee charge does not include fees that the Studio charges for rental or shipping and handling fees. \$75 fee for each film that is confirmed by studio for screening
- m. 35% discount on overall price for Non Profits only. Non Profits must provide letter with id number and an acknowledgement of discount to Camelot Theatres before discount is applied. Check is applicable

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Auditorium 1	Auditorium 2	Auditorium 3
<p>Seating: 542 Screen: 63' x 22' Performance Stage: 55' x 18'</p>	<p>Seating: 170 Screen: 23' x 18'</p>	<p>Seating: 152 Screen: 23' x 18' Lecture Stage: 27' x 5'8"</p>
<p>Sound Formats</p>	<p>Sound Formats</p>	<p>Sound Formats</p>
<ul style="list-style-type: none"> • DTS • Dolby Digital • Dolby SR • Dolby A 	<ul style="list-style-type: none"> • DTS • Dolby Digital • Dolby SR • Dolby A 	<ul style="list-style-type: none"> • Dolby Digital • Dolby SR • Dolby A
<p>Projection Formats</p>	<p>Projection Formats</p>	<p>Projection Formats</p>
<ul style="list-style-type: none"> • (1) Kinoton 16/35 Projector • (2) Norelco 35/70 Projectors • (2) Christie Lamphouses • (1) Christie AW3 Platter • (1) Christie Vivid White UXGA LCD 7700 LUMEN PROJECTOR • (1) DigiBeta & Beta SP (NTSC & PAL Compatible) • (1) Mini and DV-Cam (NTSC & PAL Compatible) 	<ul style="list-style-type: none"> • (1) Kinoton PK60-D Projector <ul style="list-style-type: none"> • (1) Christie Lamphouse • (1) Christie Console • (1) Christie AW3 Platter • (1) Christie LX66 UXGA 3 LCD 6500 LUMEN PROJECTOR • (1) DigiBeta & Beta SP (NTSC & PAL Compatible) • (1) Mini and DV-Cam (NTSC & PAL Compatible) 	<ul style="list-style-type: none"> • (1) Kinoton PK60-D Projector <ul style="list-style-type: none"> • (1) Christie Lamphouse • (1) Christie Console • (1) Christie AW3 Platter <ul style="list-style-type: none"> • (1) Christie RoadRunner L6 XGA LCD 5200 LUMEN PROJECTOR • (1) DigiBeta & Beta SP (NTSC & PAL Compatible) • (1) (1) Mini and DV-Cam (NTSC & PAL Compatible)
<p>Other Capabilities Limited Stage Wash Lighting Assisted Listening, Hearing Impaired System</p>	<p>Other Capabilities Assisted Listening, Hearing Impaired System</p>	<ul style="list-style-type: none"> • <p>Other Capabilities Limited Stage Wash Lighting Assisted Listening, Hearing Impaired System</p>

- Camelot Theatres has only one **HDCam Unit** which can be unutilized in each of the auditoriums. HD programs cannot run simultaneously in more than one auditorium at a time unless lessee supplies Camelot Theatres with additional HD units.

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2. Lessee will use the Camelot Theatres on _____ from AM PM until AM PM for One (1) exhibition(s).

By signing this Agreement, Lessee agrees to pay Camelot Theatres a total of \$ _____ in rental fees. This sum reflects for _____ screening(s), and selected facilities, services and/ or equipment, and \$ _____ for advertisements as described above.

Lessee payment schedule:

Security Deposit of 50% (\$) due on Day of Signing Contract . The deposit is non refundable if the Lessee cancels the event within 15 days of the actual date.

Balance of \$ _____ due on 15 day before event. The balance payment is refundable.

Full payment must be received by the Camelot Theatres fifteen (15) days prior to the earliest scheduled rental date.

If the final payment has not been received in a timely manner, Camelot Theatres is free to rent the premises on the date(s) desired by Lessee without additional notice to Lessee.

3. If it is necessary to cancel a rental date, lessee must give written notice to Camelot Theatres at least thirty (30) days prior to the earliest scheduled screening date so that the Camelot Theatres may rent the premises on the screening date to another lessee.
4. It is the responsibility of lessee to establish a refund policy for their event. The theatre will follow the establish refund policy, but the theatre takes no financial responsibility unless theatre negligence is proven. It is the financial responsibility of the lessee to cover refunds. It is solely the responsibility of the lessee to cover services fees which are not refunding from the online ticket service.
5. If the lessee has chosen the online ticketing system the following refund policy applies. Service fees for processing tickets are nonrefundable from the ticket provider. It is the responsibility of the lessee to cover service fee expenses back to the ticket purchaser. The theatre will bill the lessee for any expense incurred from issuing refunds. It is important that lessee notes a refund policy for the patron before they purchase tickets.
6. Lessee must provide film or video format to theatre no later then two (2) days before scheduled event. This requirement ensures that the theatre has enough time to build the film print or the video format will play on the theatre's equipment.
7. If lessee chooses to screen a PowerPoint presentation, the PowerPoint presentation must be submitted to Camelot Theatres two (2) days before the event. If editing is required, then Lessee must schedule a viewing with the Camelot Theatres prior to the above stated deadline.
8. Video, film, and/or PowerPoint presentations will not be accepted or allowed to be edited the two (2) days before the event.

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9. It is the responsibility of the Lessee to ensure the film has been cleared for screening by the film makers when the film is not in distribution or by the distributors if the film has distribution. Fax letter from the appropriate party to the theatre allowing the screening is acceptable for film run.
10. Camelot Theatres consists of three theaters, a Café and a Cinema Lounge/Bar. If Lessee has requested for food and beverages to be served for the Lessee's special event, the Lessee will be provided with a Catering Contract for the food and beverage services. The food and beverage contract will detail cost for the added request.
11. When the Lessee hires or is required to hire or additional employees or volunteers to run Lessee's event. The following conditions must be met.
 - a. Lessee (or its vendors) will procure and maintain liability and/or worker's compensation insurance with a company authorized by the Insurance Commissioner to do business in the State of California and will provide limits of no less than \$1,000,000.00 combined for injuries to, or death of, one or more persons and for property damage, combined single limit.
 - b. Lessee (or its vendors) agrees that the Camelot Theatres shall be named as an additional insured on the aforementioned policy of insurance.
 - c. Lessee (or its vendors) shall furnish to Camelot Theatres a certificate of insurance indicating the aforementioned coverage's, which must be received by Camelot Theatres at least thirty (30) days prior to the Lessee's earliest scheduled rental date.
 - d. Lessee (or its vendors) agrees to hold Camelot Theatres harmless from any and all damage or liability arising from any injury or claim of injury of any nature whatsoever to either person or property occurring upon said Premises during the term hereof, or arising from any accident or other occurrence causing or claimed to cause injury to any person or property whomever or whatever.
12. Lessee (or its vendors) agrees to hold Camelot Theatres harmless from any alleged economic or other consequences of any kind or nature whatsoever due to technical difficulties, projection equipment failure or malfunction or the like that may occur in connection with the Screening(s) on the Premises, and Lessee expressly waives any and all claims, whether known or unknown, against Camelot Theatres and its employees, agents or other representatives in this regard.
13. Lessee (or its vendors) agrees that Camelot Theatres is not responsible or liable in any manner or fashion from Lessee's personal property and the personal property of Lessee's guests, clients and/or patrons, or rental equipment, furniture or the like brought on the Premises directly or indirectly by Lessee for use in connection with the Screening(s) or attendant activities covered by this Agreement.
14. Camelot Theatres audio equipment is limited to small seminars and film introductions/questions and answers. Running music into audio system will reduce the audio performance for seminars and introductions. Camelot Theatres audio system is not conducive for Theatrical Plays or Live Musical events. If Lessee audio needs go beyond Camelot Theatres' audio capability, the responsibility resides with the Lessee to procure their own audio system for their required needs.

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15. No additional lights or cables may be hung or attached from or to theaters' ceilings. All additional lighting must be reviewed by Camelot Theatres' chief technician before setup is to occur.
16. The Lessee is responsible and liable for all outside equipment that is brought in for their own production.
17. It is the responsibility of the Lessee to understand limits of the Camelot Theatres capabilities before signing this contract.
18. Lessee shall not conduct ticket sales to the general public on Camelot Theatres premises unless written consent has been provided by Camelot Theatres.
19. Camelot Theatres will employ a Theater Manager and Projectionist who will supervise the theater operation and projection facilities.
20. Lessee accepts any and all risk of damage to the motion picture(s) and/or tape(s) occasioned by their exhibition on the Premises, and Lessee waives any claims or potential claims against Camelot Theatres and its employees, agents or other representatives for any such damage.
21. Lessee will not permanently affix to the Premises anything whatsoever, and will be responsible for all expenses incurred by Camelot Theatres in removing any unauthorized fixtures and in returning the Premises to their original condition.
22. Camelot Theatres reserves the right to refuse theater admittance to any person.
23. Lessee will remove all furniture, equipment and the like not supplied by Camelot Theatres immediately following each screening and/or reception. Lessee will be responsible for reimbursing Camelot Theatres in full for any unreasonable expenses incurred in cleaning or repairing the Premises to restore them to their condition prior to Lessee's rental, including wages of Camelot Theatres employees for the time spent in such cleaning or repair. Lessee shall make such reimbursement to Camelot Theatres within ten (10) days of Camelot Theatres presentation of an itemized invoice for these expenses.
24. This Agreement does not imply an endorsement by Camelot Theatres of any motion picture, other product or service of Lessee or grant the use of the Camelot Theatres name or logo in any advertisement, publicity or promotion of any nature whatsoever, and Lessee is expressly prohibited from engaging in any use or conduct inconsistent with this provision.
25. Lessee is expressly prohibited from assigning or otherwise transferring any of its rights or obligations under this Agreement to any other entity or person without Camelot Theatres prior written consent.

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26. Camelot Theatres and Lessee agree they will participate in final and binding arbitration of any dispute arising under is Agreement, including an alleged breach by either party or a dispute over the interpretation or application of this Agreement, pursuant to California Code of Civil Procedure Section 1280 et seq. The party initiating arbitration shall provide the other party with written notice of the particulars of the claim within ninety (90) days of knowledge of the facts giving rise to the dispute or when the party reasonably should have known of such facts, whichever is later. A party's failure to give timely notice of an arbitration claim under this Agreement shall result in a waiver of such claim.
27. Arbitrations are to be conducted before a sole, neutral arbitrator selected by mutual agreement of the Camelot Theatres and Lessee. In the absence of an agreement within fifteen (15) days following receipt of the arbitration notice, the parties agree to use the procedures of the American Arbitration Association for selection of a sole, neutral arbitrator. Either party's failure or refusal to participate in procedures for selection of an arbitrator, or to do so on a timely basis, shall result in the other party's right to unilaterally selection the neutral arbitrator.
28. All arbitrations under this Agreement shall be held at the principal offices of the Camelot Theatres in Riverside County. The parties shall share equally in the arbitrator's fee and expenses and the costs of a court reporter; if the arbitrator requests a transcript, the parties shall share equally in these expenses. All other costs and expenses of arbitration shall be borne by the party incurring them. Each party shall be afforded a reasonable opportunity to present evidence and argument before the arbitrator.
29. The arbitrator shall have jurisdiction to determine only such disputes as are submitted for arbitration under this Agreement. The arbitrator shall not have the authority or jurisdiction to reform, amend or extend the express terms and provisions of this Agreement. A party's failure or refusal to participate in arbitration proceedings shall not limit, impair or divest the arbitrator or jurisdiction to hear the dispute or render an award, provided notice of arbitration was served as required under this Agreement.
30. The Arbitrator shall render a written decision and award setting forth with reasonable specificity the reason(s) therefore within sixty (60) days following the close of the hearing, receipt of the transcript of the hearing or receipt of written briefs, whichever is later. The arbitrator's decision and award shall be final and binding on the parties to the proceeding, whether participating in the proceeding or not.
31. Lessee's failure to fully and completely adhere to any of the requirements and prohibitions of this Agreement may result in the Camelot Theatres cancellation of this entire Agreement or of one or more screening dates covered by this Agreement.
32. This entire Agreement is subject to cancellation by Camelot Theatres in the event Camelot Theatres is prohibited from occupying the Camelot Theatres by the City of Palm Springs or any other governmental agency or the building owner. If subject of cancellation is un-enforceable, remainders are valid.
33. This Agreement expresses the full and complete understanding of the parties concerning the subject matter of this Agreement, and it shall not be amended or modified in any manner without the express written consent of both parties.

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34. All notices and communications to Camelot Theatres under this Agreement shall be addressed to:

Camelot Theatres
2300 East Baristo Road
Palm Springs, California 92262
Tel (760) 325-6565 Fax (760) 325-6484

All notices and communications to Lessee under this Agreement shall be addressed to:

Name: Telephone:

Company/Organization:

Street Address:

City State Zip

This Agreement signed must be signed and returned to Camelot Theatres by fax at (760) 325-6484

Agreed and accepted by:

Lessee:

Lessee's Signature

Lessee's Printed Name & Title

Lessee's Company

Date

Camelot Theatres:

Signature

Printed Name & Title

Date