

NOTE: SUM IS FOR BUILDING RENT ONLY AND DOES NOT INCLUDE ADDITIONAL SHOW COSTS SUCH AS SECURITY, USHERS, SPOTLIGHTS, EVENT LIABILITY INSURANCE ETC.

ALL ADVERTISING AND PUBLICITY OF ANY NATURE WHATSOEVER MUST REFER TO THE THEATRE

AS: PORTLAND PARAMOUNT THEATRE

To indemnify and hold harmless W.C.T.C. from all suits and action of every name and description brought against W.C.T.C. for or on account of any injuries or damages received or sustained by any party or parties by reason of any negligence of said Lessee or its agents or employees, or on account of any act or omission of said Lessee in the use or occupancy of the leased premises, and unless expressly waive by the W.C.T.C. Director, Lessee shall furnish at its sole cost and expense a public liability insurance policy or certificate evidencing public liability insurance coverage in the amount of \$500,000.00 each occurrence, and aggregate, for Bodily Injury Liability, and \$100,000.00 each occurrence, and aggregate, for Property Damage Liability, which shall name WEST COAST THEATRE CORPORATION and I. VOLOTIN as additional insured and shall be maintained in full force and effect during the entire term hereof. Said policy or certificate shall be deposited with the W.C.T.C. Director at least seven (7) days prior to entering into occupancy of the premises.

To pay said W.C.T.C. on demand any sum which may be due to said W.C.T.C. for additional service, accommodations, or material furnished or loaned by said W.C.T.C., and to permit said W.C.T.C. in case of failure to pay such sum to take from the box office receipt belonging to said Lessee a sufficient amount to secure said W.C.T.C. against loss.

To cause said demised premises to be kept clean and generally cared for during said term, excepting as otherwise provided.

To quit and surrender up said demised premises to W.C.T.C. at the end of said term, excepting as otherwise provided, at the end of said term in the same condition as at the date of the commencement of the lease, ordinary use and wear thereof only expected.

To abide by and conform to all rules and regulations prescribed by W.C.T.C. for the government and management of said premises.

To save W.C.T.C. harmless and to indemnify it against any claims or liability for compensation under the workman's compensation act of any state arising out of injuries sustained by any employees of said Lessee, or of any contractor or sub-contractor under said Lessee.

This agreement is made upon the following express covenants and conditions all of which the Lessee hereby covenants and agrees to keep and perform.

That said Lessee will comply with all laws of the United States, and of the State of Oregon. All ordinances of the City of Portland, and will obtain and pay for all necessary permits and licenses, and will not do nor suffer to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements and if the attention of said Lessee is called to any such violation on the part of Lessee, or of any person employed by or admitted to the said premises, such Lessee will immediately desist from and correct such violations.

That if said premises or any portion of said building, grounds or stands, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee's agents, employees, patrons, guests, or any person admitted to said premises by Lessee. Lessee will pay to W.C.T.C. upon demand such sums as shall be necessary to restore said premises to their present condition. The Lessee hereby assumes full responsibility for the characters, acts and conduct of all persons admitted to said premises, or to any portion of said buildings or grounds by the consent of said Lessee, or by or with the consent of any person acting for or in behalf of said Lessee and said Lessee agrees to have on hand at all times sufficient police force to maintain order and protect persons and property.

That Lessee will permit no chair or movable seat to be or remain in the passageways, and will keep said passageways clear at all times.

That said Lessee will not post or exhibit, nor allow to be posted or exhibited signs, advertisements, showbills, lithographs, posters or cards of any description inside or in front or on any part of said building or grounds, except upon the regular billboards provided by the W.C.T.C. therefore, and will

WEST COAST THEATRE CORPORATION
 Paramount Building, Suite 900
 907 Pine Street
 Seattle, Washington 98101
 (206) 682-1414

THEATRE LEASE AGREEMENT P-32-83

THIS LEASE AGREEMENT, made this 07th day of July 1983 between West Coast Theatre Corporation, hereinafter called W.C.T.C. and THE CITY OF PORTLAND hereinafter called the Lessee.

WITNESSETH: That in consideration of the faithful performances by the Lessee of all covenants and agreements, W.C.T.C. does hereby demise and lease unto the Lessee and the Lessee does hereby rent and take as Lessee the Portland Paramount Theatre situated at 1037 S.W. Broadway in the city of Portland in the state of Oregon, and to be used for the purpose of THEATRE BUILDING INSPECTION AND ACCESSABILITY and for no other purpose whatsoever without the written consent of W.C.T.C. endorsed on this lease for the term of: EIGHT (8) hours commencing at 09:00 a.m. and terminating at 05:00 p.m.

Event: THEATRE BUILDING INSPECTIONS AND ACCESSABILITY
 Day/Date: MONDAYS through FRIDAYS/
 JULY 18, 1983 through AUGUST 19, 1983
 Performance Time: 09:00 a.m. to 05:00 p.m.

W.C.T.C. hereby agrees:

To permit the said Lessee, upon the faithful performance of the terms of this lease, to peaceably and quietly have, hold and enjoy the use of said premises for the purpose and for the term aforesaid.

To furnish at W.C.T.C.'s expense steam heating and electricity for the electrical heating in the demised premises when required by the season, and for the purpose aforesaid, accidents and unavoidable delays excepted.

To furnish water by means of the appliances installed, for ordinary purposes.

W.C.T.C. may, at its option, place attaches in the ticket offices and at the doors to supervise the sale and taking of tickets.

This agreement is subject to cancellation, without notice, upon request of the Federal Government, local municipal authorities, and by W.C.T.C., if in the sole opinion of W.C.T.C. the continuation of this agreement could result in harm, danger, fraud, or negative effects to the public image of W.C.T.C. or associates, patrons, employees, authorized agents and persons attending the demised premises.

W.C.T.C. reserves the right to deny access to the premises, and the use of in the premises, any public address sound system which W.C.T.C. has reason to believe would be excessively loud, discomforting or damaging to patrons. Furthermore W.C.T.C. has the right to limit the volume of all such sound systems to an audible reading of 115 db. in the auditorium. W.C.T.C. further reserves the right to exclude any P.A. sound system that does not meet minimum quality standards.

The Lessee hereby covenants and agrees:

To pay W.C.T.C., located at 907 Pine Street, Suite 900, Seattle, WA 98101, for the use of said premises the sum of:

Five hundred dollars per day flat rental for a total of Twenty Five days, plus all theatre costs which includes, but is not limited to staffing, sound, equipment rental, etc. (\$500.00 flat rental for a total of 25 days)

To be paid as follows: Twelve thousand Five hundred dollars total rent due, on the execution and delivery of this instrument, on or before the 15th day of July 1983.

To pay such sums in lawful money of the United States of America, or certified check, payable to W.C.T.C.

NOTE: SEE ATTACHMENT "A"

use, post or exhibit only such signs, advertisements, showbills, lithographs, posters, or cards upon billboards as relate to the performance or exhibition to be given in the demised premises.

That Lessee shall not admit to said premises a larger number of persons that the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the W.C.T.C. Director in this respect shall be final.

That W.C.T.C. reserves the right to collect and have the custody of articles left in the buildings or grounds by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee or any person in Lessee's employ, shall not collect nor interfere with the collection or custody of said articles.

That W.C.T.C. reserves the right to sell librettos, bouquets, refreshments, and other merchandise, to rent opera glasses, umbrellas or other articles, to conduct a checkroom, and to control programs to take photographs for its own records, and other privileges, and the Lessee shall not engage in any of aforesaid business without written consent of W.C.T.C. No product or publication utilizing the names and/or likenesses or Artist performing shall be sold or distributed without prior written consent of the Artist.

No performance may be used or associated directly or indirectly with any product or service without written consent of W.C.T.C. Furthermore, no recording or taping (Audio/Video) is allowed without the express written consent of W.C.T.C.

Lessee shall request the right to sell merchandise at the premises. If granted by W.C.T.C., Lessee shall pay twenty-five percent (25%) commission on the gross of such approved sales. Furthermore, W.C.T.C. reserves the right to sell at its own stands any merchandise, items, or food products, etc. and the proceeds for such sales, will be to the sole benefit of W.C.T.C. or its assigned.

That W.C.T.C. reserves the right, through the W.C.T.C. Director, and his representatives, to eject any objectionable person or persons from said building and upon the exercise of this authority through the W.C.T.C. Director, agents or policemen, the Lessee hereby waives any right and all claims for damages against W.C.T.C.

That the W.C.T.C. Director, or his authorized representative, may enter into the building and all of the demised premises at any time, or any occasion.

That no portion of the sidewalks, entries, passages, vestibules, halls, elevators, ramps or stairways, or access to public utilities of said buildings or grounds shall be obstructed by the Lessee, or used for any purpose other than for ingress or egress to and from the demised premises. The doors, skylights, stairways, or opening that reflect or admit light into any place in the building, including hallways, corridors and passageways, also radiators and house lighting attachments shall not be covered or obstructed by the Lessee. The water closets or other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweeping, rubbish, rags, papers or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character shall be paid by the lessee.

That Lessee shall not do nor permit to be done anything in or upon any portion of said building or grounds, or bring, or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the building or grounds, or property kept therein, or in any way increase the rate of fire insurance upon the buildings or grounds, or on property kept therein (or invalidate any policy of fire insurance upon the buildings or the property kept therein.) Or in any way conflict with the laws relating to fires or with the regulations of the fire department, or in any way obstruct or interfere with the rights or other tenants in said buildings or grounds, or injure or annoy them.

That Lessee agrees to pay attorney's fees on any part of said rental or service charge that may be collected by suit or by attorney after same is past due.

That Lessee shall not assign this lease, nor suffer any use of said premises other than herein specified, nor sublet the said premises, or any part thereof, without the written consent of W.C.T.C.

That in case the above described premises, or any part thereof, shall be destroyed or damaged by fire, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this lease by W.C.T.C.

impossible then and thereupon this lease shall terminate, and the Lessee shall pay rental for said premises only up to the time of such termination, at the rate herein specified, and the said Lessee hereby waives any claim for damages or compensation should this lease be terminated.

That the W.C.T.C. shall not be responsible for any damage or injury that may happen to the Lessee, or to the Lessee's or to the Lessee's agents, servants, employees or property from any cause whatever, prior during or subsequent to the period covered by this lease; and the said Lessee hereby expressly releases said W.C.T.C. from and agrees to indemnify it against any and all claims for such loss, damage or injury. That said buildings or grounds, including the demised premises and the keys thereof, shall be at all times under the charge and control of the W.C.T.C. Director.

That the said Lessee further covenants that if any default is made in the payment of the rent, or any part thereof, at the times above specified, or if any default is made in the covenants or agreements herein contained, this letting and the relation of landlord and tenant, at the option of W.C.T.C., shall cease and terminate and the relation of the parties shall be the same in all respects as if said terms had fully expired, and the said W.C.T.C. may re-enter the said premises and hold the same as of its former estate therein, remove all persons therefrom, and resort to any legal proceedings to obtain such possession, and the said Lessee shall, notwithstanding such re-entry, pay the full amount of said rental as herein agreed to be paid.

That any sum due W.C.T.C. for the use of the above described premises, or any accommodations, service or material shall be a first lien on the box office receipts of said Lessee.

That in the handling, control, custody and keeping of receipts and funds, whether the same are received through the box office or otherwise, W.C.T.C. is acting for the accomodation and sole benefit of the Lessee, and that as to such receipts and funds W.C.T.C. shall be responsible only for gross neglect or bad faith.

Lessee agrees to authorize N/A complimentary tickets for the use of W.C.T.C. Said tickets are for use in official capacity only. It is further understood that no more than one hundred (100) total complimentary tickets will be given to the event. W.C.T.C. reserves the right to charge rental commission on complimentary tickets in excess of one hundred (100). Such commission will be of the regular ticket price.

Furthermore, Lessee will limit the number of backstage passes issued, to performers, working personnel Lessee's own staff, and guests as approved by the W.C.T.C. Director and/or his representatives.

The Portland Paramount Theatre is a community effort as well as a commercial effort; therefore the Lessee agrees to the theatre manager's right to make announcements of city rules and regulations, as well as upcoming scheduled events, at or during the intermission, or other appropriate times during the event.

Failure to comply with any of the foresaid requirements shall give W.C.T.C. the right to terminate this agreement, and all deposits and balances shall become immediately due upon notice to Lessee of such termination.

DO NOT ADD TO, DELETE FROM, OR MAKE ANY ALTERATIONS IN THE LEASE AGREEMENT WITHOUT FIRST COMMUNICATING IN WRITING WITH W.C.T.C.. W.C.T.C. SHALL NOT HONOR ANY ALTERATIONS OR DELETIONS THAT HAVE NOT BEEN INITIALED BY THE W.C.T.C. DIRECTOR.

IN WITNESS WHEREOF, W.C.T.C. has caused these presents to be signed by its director, and the Lessee has signed the same the day and year first above written.

WEST COAST THEATRE CORPORATION

Witnessed:

BY: _____
W.C.T.C. DIRECTOR

by _____

THE CITY OF PORTLAND

by _____

BY: _____

ATTACHMENT "A"

LEASE AGREEMENT : # P-32-83

LESSEE: THE CITY OF PORTLAND
 EVENT: THEATRE BUILDING INSPECTION AND ACCESSABILITY
 DATE: MONDAYS through FRIDAYS/ JULY 18 TO AUGUST 19, 1983
 TIME: 09:00 a.m. TILL 05:00 p.m.

This Attachment "A" is hereby made part of Lease Agreement and Ticket contract P-32-83 for the above stated event.

Lessee acknowledges the possibility of other activity taking place in the PORTLAND PARAMOUNT THEATRE building in the form of load-ins and load-outs, sound checks, and other procedures involved in the preparation of the facility for events scheduled on any of the evenings or week-end days during the above stated time period from July 18, 1983 to August 19, 1983.

Lessee accepts this activity as a part of the agreement for accessability to the PORTLAND PARAMOUNT building, and will not interfere or encumber this activity in any way.

ALL CONDITIONS HEREIN AGREED UPON:

BY: _____ DATE: _____
 WEST COAST THEATRE CORPORATION

BY: _____ DATE: _____
 CITY OF PORTLAND

ORDINANCE No. 154830

An Ordinance authorizing a lease agreement with West Coast Theatre Corporation for rental of the Paramount Theatre from July 18, 1983 through August 19, 1983 for the purpose of allowing access to prospective bidders on the renovation of the building for the Performing Arts Center, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City Council has authorized advertising for bids for renovation of the Portland Paramount Theatre as a concert hall in connection with the new Center for the Performing Arts.
2. That it is necessary for prospective bidders to inspect the premises in connection with their preparation of bids for the renovation project. That a lease agreement should be authorized between the City and West Coast Theatre Corporation for rental of the premises of the Paramount Theatre for the period July 18, 1983 through August 19, 1983 (Mondays through Fridays) for the purpose of allowing prospective bidders to examine the premises in connection with preparation of bids.

NOW, THEREFORE, the Council directs:

- a. The Commissioner in charge of the Civic Auditorium is hereby authorized to execute a theatre lease agreement on behalf of the City with West Coast Theatre Corporation for rental of the Paramount Theatre building from July 18, 1983 through August 19, 1983 (Monday through Friday) at a total flat rental of \$12,500. Such agreement shall be in accordance with the form of agreement attached to this ordinance.
- b. The Mayor and Auditor are hereby authorized to draw and deliver a warrant in the sum of \$12,500 payable to West Coast Theatre Corporation, Suite 900, 907 Pine Street, Seattle, Washington 98101, which warrant shall be chargeable to the Performing Arts Center Construction Fund, BUC 77200011.490.

Calendar No. *1864-1*

ORDINANCE No. 154830

Title

An Ordinance authorizing a lease agreement with West Coast Theatre Corporation for rental of the Paramount Theatre from July 18, 1983 through August 19, 1983 for the purpose of allowing access to prospective bidders on the renovation of the building for the Performing Arts Center, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	/	
LINDBERG	/	
SCHWAB	/	
STRACHAN	/	
IVANCIE	/	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY
Commissioner Schwab

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL	
Bureau: Civic Auditorium	
Prepared By: RLHurtig/pm	Date: 7/8/83
Budget Impact Review:	
<input type="checkbox"/> Completed <input type="checkbox"/> Not required	
Bureau Head: <i>Patrick C. Hartigan</i>	

CALENDAR	
Consent	Regular

NOTED BY
City Attorney <i>[Signature]</i>
City Auditor
City Engineer

Filed JUL 11 1983

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By *Gordon Hall*
Deputy