

URA SEEGER MEMORIAL AUDITORIUM FACILITY USE AGREEMENT

BASIC PROVISIONS

- I. **LESSEE ACCEPTS PREMISES AS IS:** Neither the MSD of Warren County (MSDWC) nor the MSDWC's employees, officers, board members or agents have made any representation or promise with respect to the Premises except as herein expressly set forth. The first possession of any of the Premises by the Lessee shall be conclusive evidence that the Lessee accepts the Premises "as is" and that the Premises, including, but not limited to, the Seeger Auditorium and all equipment contained in the Auditorium, are in good and satisfactory condition.
 - A. **USAGE FEE:** The Lessee shall pay to the MSDWC a usage fee for the use by the Lessee of the Premises, which usage fee amount is set forth in the Fee Schedule attached hereto as Attachment #1, plus all other charges to be paid by the Lessee under this Agreement.
 - B. **HEAT, ETC:** As part of this Agreement, the MSDWC shall provide heat and air conditioning in compliance with Federal energy guidelines, electrical power, water, and normal pre-event and post-event cleaning of the Premises.
 - C. **SUBLET/USE:** The Lessee may not sublet any of the Premises or in any way assign the Premises to any other person, entity or organization. The Lessee may not utilize the Premises for any purpose other than that which is specified in this Agreement.
 - D. **SURRENDER OF PREMISES:** Upon the expiration of the term hereof, the Lessee shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use, wear and tear thereof and damages by the elements excepted. The Lessee is responsible to see that the Auditorium is cleared of all of the Lessee's employees, invitees, agents, participants and the equipment brought on the Premises by the Lessee or its agents, participants or invitees by the time set forth in the Agreement. Otherwise, the MSDWC shall charge the Lessee an amount equal to the applicable Additional Hours Fee for the applicable area as set forth in the Fee Schedule multiplied by the number of hours over the time set forth in the Agreement with each hour of additional occupancy being assessed on the first minute of such hour. The Lessee may not enter the Premises prior to the start time agreed to in the Pre-Event Planning Meeting with the MSDWC staff.
 - E. **ABANDONMENT:** If at any time during the term of this Agreement the Lessee abandons the Premises or any part thereof, the MSDWC may, at its option, obtain possession of the Premises in the manner provided by law, and without becoming liable to the Lessee for damages or for any payment of any kind whatsoever. The MSDWC may, at its discretion, as agent for the Lessee, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent and other fees due and owing by the Lessee by virtue of such reletting, and, at its option, hold the Lessee liable for any difference between the rent and other fees due and owing by the Lessee that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by the MSDWC by means of such reletting. If the MSDWC's right of reentry is exercised following abandonment of the Premises by the Lessee, then the MSDWC shall consider any personal property belonging to the Lessee and left on the Premises to also have been abandoned, in which case the MSDWC may dispose of all such personal property in any manner it shall deem proper and the MSDWC is hereby relieved of all liability for doing so.
 - F. **PRIORITY SCHEDULING:** The MSDWC school group/functions will have first priority of dates and times each year. All attempts will be made to avoid conflicts between the MSDWC school groups and outside organizations.
 - G. **INTERFERENCE:** The Lessee shall use the Premises in a manner which shall not cause interference with the use or occupancy of the other portions of the adjacent, adjoining or neighboring buildings. The Lessee's

use hereunder shall be done in such a manner so as not to interfere with or impose any additional expense upon the MSDWC in maintaining any of the facilities operated by the MSDWC.

- H. **PROPERTY LOSS/DAMAGE:** The Lessee agrees and acknowledges that the MSDWC shall not be responsible for any damage or loss to the Lessee's property, or that of the Lessee's agents, invitees, employees, participants, etc., no matter what the cause of such damage or loss may be.
- I. **NOTICE:** Any notices required to be given under this Agreement shall be made in writing and delivered by facsimile transmission, e-mail, personal delivery, overnight courier or first-class mail to the following address:

URA SEEGER MEMORIAL AUDITORIUM
1222 S. ST. RD. 263
WEST LEBANON, IN 47991

- II. **COMPLIANCE WITH LAWS AND LICENSING:** No activities in violation of Federal, State, or Local laws, ordinances, rules or regulations or the policies of the MSDWC shall be permitted on the Premises. It shall be the responsibility of the Lessee during the term of this Agreement to enforce compliance of all of the foregoing by its employees, agents, invitees, participants and attendees.
 - A. **LICENSE/PERMITS/COPYRIGHTS:** The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct the Lessee's operations specified by this Agreement. The MSDWC may require evidence of such licenses being in effect. The Lessee shall assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the Lessee's event. The Lessee agrees to indemnify, defend and hold harmless the MSDWC, its employees, officers, board members and agents from any claims or costs, including legal fees, which might arise from the use or the questioning of the use of any such materials described above. The taking of photographs and the possession and/or use of cameras or audio or video recorders during performances of copyright protected materials is strictly prohibited. The Lessee is responsible for enforcing this restriction and confiscation of such equipment used in violation of such restriction, which equipment will be picked up by attendees after the event in the Auditorium Box Office.
 - B. **FIRE/SAFETY CODES:** All sets, costumes, properties, laser lighting equipment, and any other materials used by the Lessee must conform to all existing fire and safety codes. The Lessee must observe all provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases and compounds. The MSDWC requires written evidence that all such codes have been observed and that operators have the required license(s), which evidence shall be immediately provided by the MSDWC upon request.
 - C. **ALTERATIONS AND IMPROVEMENTS:** The Lessee shall make no alterations to the Premises or construct any building or make any other improvements on the Premises without the prior written consent of the MSDWC. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by the Lessee shall, unless otherwise provided by written agreement between the MSDWC and the Lessee, be and become the property of the MSDWC and remain on the Premises at the expiration or earlier termination of this Agreement.
 - D. **NON-RESIDENT ALIENS:** Should any employee, agent or invitee of the Lessee or the artist(s) to be presented by the Lessee be a non-resident alien individual, partnership or corporation, then the Lessee expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of Section 1441 and 1442 of the Internal Revenue Code and the Federal Regulations promulgated thereunder.

- III. REQUIRED FEES AND DOCUMENTATION (see Attachment #1):** All fees, labor costs, and penalties referred to in these Guidelines and Procedures must be paid by the Lessee in full at least fourteen (14) calendar days prior to date the Lessee occupies the Premises. Following the Lessee's event, any additional charges or damages will be deducted from the Security Deposit. If additional Charges exceed the Security Deposit, then the Lessee will be billed for such additional Charges. In addition, the Lessee shall provide the MSDWC the following in the manner and within the time periods set forth below, and acknowledges that the failure to satisfy any of these conditions will result in a termination of this Agreement and removal of any hold placed on the date or dates for the Lessee's use of the Premises:
- A. FORMS:** The Lessee shall provide the MSDWC the fully completed Rental Agreement signed by the authorized officer of the Lessee no later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee's use of the Premises.
 - B. DEPOSIT:** No later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee's use of the Premises, the Lessee shall provide the MSDWC a check for the Security Deposit (paid to the order of **M.S.D. of Warren County**) in the amount of \$500.00 for use of the full auditorium, or \$250.00 for use of a smaller portion of the auditorium or lobby, or such greater amount as set forth in writing by the MSDWC. The MSDWC shall cash such check. The MSDWC shall not apply any of the Security Deposit to the amount owed by the Lessee set forth in the Pre-Event Invoice. Instead, the MSDWC shall apply the Security Deposit toward additional costs, including, but not limited to, damages or penalties assessed by the MSDWC against the Lessee. Notwithstanding the foregoing, if the MSDWC waives the payment of the Pre-Event Invoice as set forth in Section III.G. of these Guidelines and Procedures and the Lessee then terminates this Agreement earlier than the term of this Agreement or otherwise fails to satisfy any of the conditions set forth in Section III of these Guidelines and Procedures, then the MSDWC is entitled to the amount of the Security Deposit as liquidated damages between the parties, which amount is in addition to all other rights and remedies available to the MSDWC under law, equity or this Agreement. If there are no damages or penalties assessed by the MSDWC then a full refund of the deposit will be mailed to the Lessee. If any damages are assessed, then the remaining balance of the deposit will be mailed to the Lessee.
 - C. PROOF OF NON-PROFIT STATUS:** If the Lessee is a non-profit, tax-exempt organization, then no later than thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee, the Lessee shall provide the MSDWC written evidence satisfactory to the MSDWC that the Lessee is currently recognized by the Internal Revenue Service as a non-profit, tax-exempt organization (i.e. 501(c)(3) entity). Such written evidence will be kept on file by the MSDWC for a period of one year from the date of this Agreement.
 - D. OTHER CONTRACTS:** If applicable, the Lessee shall provide the MSDWC at the time it provides the Rental Agreement signed by the Lessee in accordance with III.A of these Guidelines and Procedures a copy of the contract(s) between the Lessee and the person or people or the entity or entities to be presented or performing at the Lessee's event and all people and companies providing goods/services to, or on behalf of, the Lessee in connection with the event. Portions of such contracts concerning financial arrangements with the Lessee may be redacted.
 - E. EVIDENCE OF INSURANCE:** No later than thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee, the Lessee must provide the MSDWC with a certificate of insurance in form and substance satisfactory to the MSDWC which evidences the required insurance is in the amounts no less than the coverage amounts set forth in Section IV of these Guidelines and Procedures and naming the MSDWC as an additional insured or loss payee on a non-contributory basis. This requirement may be waived at the discretion of the Superintendent.
 - F. FEDERAL TAX FORM W-9:** No later than thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee, the Lessee must provide the MSDWC a completed and executed Form W-9.

- G. PRE-EVENT INVOICE PAYMENT:** No later than fourteen (14) calendar days prior to the first day of occupancy of the Premises by the Lessee, the Lessee shall pay the MSDWC the amount set forth on the Pre-Event Invoice except as expressly waived by MSDWC, which waivers may be granted for federal, state and local governmental entities that are not permitted by their policies or applicable law to pay any such invoices prior to the use of the Premises. The Pre-Event Invoice will be issued by the MSDWC after the required meeting between the Lessee and the MSDWC staff to evaluate the event needs and logistics. Event details need to be in place thirty (30) calendar days prior to first day of use for Pre-Event Invoice to be prepared and sent to the Lessee.
- H. PRE-EVENT PLANNING MEETING:** No later than thirty (30) calendar days prior to the first day of occupancy of the Premises by the Lessee, the Lessee shall have a meeting with the MSDWC staff in order to finalize all of the details related to the Lessee's event being held on the Premises (herein referred to as the Pre-Event Planning Meeting).
- IV. INSURANCE:** The Lessee shall carry commercial general liability insurance in an aggregate amount of not less than \$2,000,000, comprehensive liability insurance in the amount of not less than \$1,000,000 for injury to any one person and for any one occurrence, property damage insurance in the amount of not less than \$1,000,000, comprehensive liability insurance in the amount of not less than \$1,000,000.00 for any one occurrence for premises and operations as well as products and completed operations, and workers compensation and employers' liability insurance (unless a written waiver is provided by the Lessee from the State of Indiana) in the amount not less than \$500,000 for each accident, \$500,000 per policy for disease and \$500,000 for disease per employee. The insurance company or companies providing these insurance policies shall be licensed to do business in the State of Indiana and must hold a current "A-" rating or above according to A.M. Best's Key Rating Guide. Any deviation or change to the required policy coverage and endorsements are to be noted in writing on the Certificate of Liability Insurance Addendum. In addition, the Lessee shall notify the MSDWC at least thirty (30) days prior to the cancellation of any for the foregoing insurance policies. The MSDWC shall be named as an additional insured or loss payee, on a non-contributory basis, on all such insurance policies.
- V. INDEMNIFICATION:** The Lessee shall indemnify, defend and hold harmless the MSDWC, its employees, officers, board members or agents from any and all penalties, damages, expenses and judgments, loss or expenses which may arise by reason of any damage, injury, death, or claim of injury to any person including, but not limited to, the Lessee's employees, volunteers, patrons, guests, agents, participants or invitees, or to any of the property operated or owned by the MSDWC, including, but not limited to, the Premises, of any nature and howsoever caused, by reason of any invasion of personal or property rights, of every name and nature, and whether casual or continuing, by reason of trespass or nuisance and any other claim for damages arising at law or equity alleged to have been caused or sustained in whole or in part by or because of any act or failure to act by the Lessee arising out of the use, occupancy and control of any of the Premises by the Lessee at any time during the terms of this Agreement. The Lessee shall have the right to defend any such suit with attorneys acceptable to the MSDWC, and the MSDWC shall have the right, if it sees fit, to participate in such defense.
- VI. TIME:** Time shall be of the essence of this Agreement and the time herein granted shall not be extended for the occupancy or use of the Premises or for the installation or removal of any equipment, goods or materials without the written permission of the MSDWC, and any time changes made less than twenty-four (24) hours prior to first day of occupancy of the Premises by the Lessee permitted by this Agreement shall be paid for according to the Fee Schedule (see Attachment #1) provided such time changes are accepted in writing by the MSDWC.
- VII. PUBLIC SAFETY:** The Lessee shall neither encumber nor obstruct any of the sidewalks or parking lots on the Premises or the entrance to the Premises or any halls, stairs, lobbies, and audience chamber, nor allow the same to be obstructed or encumbered in any manner. The Lessee further agrees not to bring onto the Premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any

person on the Premises, is likely to constitute a hazard to property or likely to damage any of the Premises. The MSDWC shall have the right to refuse to allow on the Premises any such material, substances, equipment or object.

- VIII. STAGE PERSONNEL RESTRICTIONS:** Stage areas in use pose unique dangers to anyone not familiar with the technical aspects of the production. For this reason, the Lessee shall not allow patrons or other non-stage personnel to be on stage or in the wings at all times.
- IX. PARKING:** Daytime parking (from 7:00 a.m. – 3:30 p.m., Monday through Friday) is restricted to areas not designated for bus parking. Violation of these parking restrictions could result in a fine. The Lessee agrees to provide this information to all persons connected with the production. The Lessee acknowledges that all of the MSDWC parking rules and regulations shall be in full force and effect during the term of the Agreement.
- X. INTERRUPTION OR TERMINATION OF SHOW:** The MSDWC shall retain the right at its sole discretion to cause the interruption or termination of any performance when, in the sole judgment of the MSDWC, such an act is necessary due to any one or more of the following conditions:
- A.** Interruption or termination of the performance is in the interest of public safety.
 - B.** The act is in violation of one or more of the MSDWC policies.
 - C.** The Lessee fails to pay rental fees or any other charges due under the Agreement when the same is due.
 - D.** The Lessee fails to perform any of its covenants herein.
 - E.** In any of the aforesaid events, and in addition to any and all rights and remedies available to the MSDWC by law or in equity, the MSDWC may, with or without further notice, terminate this Agreement and expel and remove the Lessee, or any other person or persons from the Premises together with their goods, using such force as may be necessary in the judgment of the MSDWC or its agents, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby.
- XI. EVACUATION OF FACILITY:** Should it become necessary in the judgment of the MSDWC staff to evacuate the Premises due to reasons of public safety, the Lessee will retain possession of the Premises for sufficient time to complete the presentation of its activity without additional rental charge, provided such time does not interfere with another lease or planned presentation by the MSDWC. If, at the discretion of the Auditorium Director or other employee designated by the MSDWC, it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of the MSDWC based on the situation, and the Lessee hereby waives any claim for damages or compensation from the MSDWC.
- XII. ADDITIONAL ROOMS:** The dressing rooms are included as a part of the Premises. Any additional dressing room space must be requested at the time of the Pre- Event Planning Meeting, and if it is granted by the MSDWC, the Lessee shall be charged an additional rental fee set forth on the Pre-Event Invoice of \$50/room/day of use. There will be an additional charge of \$100/room/day of use for any rooms used by the Lessee that were not identified on the Pre-Event Invoice. No exit may be made into any Seeger High School corridor from any added room or rooms without the express consent of the MSDWC.
- XIII. FOOD AND BEVERAGES:** No food or beverage may be brought onto the Premises without the express written consent of the MSDWC.
- XIV. BONDING/SECURITY GUARDS:** The MSDWC, at its discretion, may require the Lessee to provide the MSDWC evidence of a bonding in the amount deemed necessary by the MSDWC.
- XV. CUSTODIAN:** The MSDWC shall provide custodial staff during the entire time of any event at the Auditorium. Custodian time is charged to the Lessee as part of the total rental fee and is included in the Pre-Event Invoice (see

Attachment #1). The Lessee agrees to leave the Dressing Rooms/Restrooms, Green Room, and any other area of the Premises used by the Lessee in good condition and stow all trash in the trash cans provided by the MSDWC. The Lessee shall pay for extra custodial services at the rates set forth on the Fee Schedule (see Attachment #1) for the additional hours worked if it is deemed by the MSDWC that the Premises have not been left in a reasonable condition.

XVI. FINANCIAL PENALTIES AND OTHER POSSIBLE CHARGES NOT REFLECTED IN THE PRE-EVENT INVOICE:

- A. CHANGES IN TIME OR TIMES NOTED IN PRE-EVENT PLANNING MEETING:** A penalty of \$200.00 will be charged by the MSDWC against the Lessee if the Lessee changes any of the times agreed to in the Pre-Event Planning Meeting regarding Load-In, Load-Out, Rehearsal Time, Performance Time, etc.- even if such change(s) is made more than 24 hours before scheduled time.
- B. CANCELLATION:** Cancellation of use(s) must be made in writing to the MSDWC at least thirty (30) calendar days in advance of said use(s). If the Lessee cancels its use(s) of the Premises with less than thirty (30) calendar days' notice, but at least fourteen (14) calendar days in advance of said use(s), then the Lessee forfeits the entire amount of the Security Deposit check. If the Lessee cancels its use(s) of the Premises with less than fourteen (14) calendar days' notice, then the full amount of the Pre-Event Invoice shall be paid by the Lessee. In case of cancellation by the Lessee, it shall be the responsibility of the Lessee to make reasonable public announcements, at the Lessee's expense, concerning the cancellation, as soon as possible following the cancellation by all reasonable means to assure that the public is informed.
- C. DAMAGE/CLEAN-UP RESPONSIBILITY:** The Lessee shall be responsible for any and all damages to the Premises caused by acts, or failures to act, of the Lessee, its agents, employees, patrons, guests, invitees and/or artists whether accidental or otherwise. The Lessee further agrees to leave the Premises in the same condition as existed on the date the Lessee took possession, ordinary wear and use excepted. Any additional custodial charges incurred because of an unusual amount of post-event clean-up will be assessed by the MSDWC against the Lessee in addition to an "Excessive Cleaning Penalty" of \$300.00.
- D. CHANGES IN PERSONNEL NOTED ON THE AGREEMENT FORM:** A "Crew Addition Penalty" of \$300.00 will be charged to the Lessee if the Lessee changes the number or any of the responsibilities noted in the Agreement for Load-In, Load-Out, Rehearsal, Performance, etc., even if such change(s) is made more than 24 hours before scheduled time of possession of the Premises and agreed to by the MSDWC.
- E. OVERTIME:** All use is subject to a 12-hour maximum per day (including Load-In, Set-Up and Load-Out). Any hours over 12 per day will be assessed at \$50.00 per hour for Main Auditorium based events, plus additional labor costs.

BACKSTAGE PROVISIONS

XVII. RECORDINGS: The Lessee agrees that no recording, either visual or audio, of any kind will be made of the event covered by this Agreement without prior written approval from the MSDWC.

XVIII. DELIVERY OF GOODS: Sets, costumes, and other materials belonging to the Lessee delivered prior to first day of occupancy of the Premises by the Lessee permitted by this Agreement will not be accepted by the MSDWC without prior written notice accepted by the MSDWC. The MSDWC makes no guarantee that space will be available to receive certain materials arriving prior to first day of occupancy of the Premises by the Lessee permitted by this Agreement. The MSDWC accepts no responsibility for such materials, including, but not limited to, the storage, safe-keeping or caring for such materials. The MSDWC will not accept any goods of the Lessee shipped to the Premises or any other facilities operated by the MSDWC if any sum is to be paid to the carrier upon its delivery of such goods.

XIX. TRUCK LOADING ENTRANCE: The truck loading and unloading entrance is at ground level and is located on the rear of the Seeger Auditorium. Large or heavy loads must be equipped with ramps or lift gates. A fork lift truck may also be rented from MSDWC for load in and load out.

XX. USE OF PIT: The Lessee agrees to either provide crew or hire crew to remove and replace panels & scaffolding covering the Pit area of the Seeger Auditorium. The Lessee must include sufficient time in the schedule for this procedure (approximately 1-1 ½ hour to remove and 1 ½-2 hour to replace depending on number of crew enlisted for said task).

XXI. LOAD-IN/LOAD-OUT: The loading door will be unlocked approximately fifteen (15) minutes before the scheduled Load-In time, and said Load-In will commence only at the scheduled time. Load-Out must occur directly after the end of the final performance or at a time agreed to in writing by the MSDWC.

XXII. BACKSTAGE PERSONNEL: The Lessee is required to hire as many crewpersons as the MSDWC Technical Director (TD) deems necessary in addition to the TD or the person working in the TD capacity. Number and positions of crew required by the TD for the event is dependent on the conditions brought about by the operation of the event, the TD's prior experience, and local stagehand market conditions. The Lessee is solely responsible for all crew costs. Any crew person working at the Seeger Auditorium is subject to the TD's approval. The TD has the final determination in all crew related matters. The Lessee also understands that the TD may request the removal of a person from the Seeger Auditorium at any time.

- A. Only persons authorized as stagehands by the MSDWC are allowed to operate any equipment. In addition, only employees of the MSDWC or persons who the MSDWC believe are authorized and trained personnel in the use of rigging system shall be allowed to use the rigging system.
- B. **TECHNICAL DIRECTOR:** Additional Technical Directors may be required at the discretion of the Auditorium Supervisor. The TDs' services will be charged by the MSDWC to the Lessee at the hourly fee set forth on the Fee Schedule (see Attachment #1) for the number of hours stipulated in the Agreement.
- C. **STAGE MANAGER:** The Lessee shall furnish a qualified Stage Manager to call the show. If requested in writing by the Lessee, the MSDWC shall provide the Lessee with a Stage Manager at the hourly fee set forth on the Fee Schedule (see Attachment #1) for the number of hours stipulated in the Agreement.
- D. **SCHEDULING:** A schedule will be created by the Lessee and sent to the MSDWC not less than thirty (30) calendar days before the first day of occupancy of the Premises by the Lessee. Changes made to the schedule within less than twenty-four (24) hours before the first day of occupancy of the Premises by the Lessee will result in an additional fee being assessed against the Lessee of \$200. The Lessee agrees that the crew, including, but not limited to the TD, will be scheduled according to traditional stagehand rules and regulations.
- E. **ENTRANCE FOR PERFORMERS/CREW:** The entrance for the performers and the crew shall be the Stage Door Entrance. Individuals associated with the Lessee may make other entrance arrangements agreed to in writing by the MSDWC at the Pre-Event Planning Meeting.

FRONT OF HOUSE PROVISIONS

XXIII. FRONT OF HOUSE PERSONNEL: The Lessee shall be charged for all ushers, ticket office staff and other personnel at the rates set forth on the Fee Schedule (see Attachment #1) for the hours worked. In addition, the Lessee agrees to the following:

- A. **LESSEE REPRESENTATIVE:** At the time of execution of the Agreement, the Lessee shall furnish to the MSDWC Representative the name, address, email address and phone numbers of the person serving as the Lessee's representative (Lessee Representative). The Lessee Representative shall be the sole person authorized to

make decisions or to negotiate with the MSDWC on behalf of the Lessee. The Lessee Representative (or an alternate assigned in writing by the Lessee Representative or other authorized officer of the Lessee), must be present at each performance and will then be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the staff of the MSDWC. The Lessee acknowledges that that Lessee Representative is fully authorized to act for and execute documents on behalf of the Lessee.

- B. MSDWC REPRESENTATIVE:** For every performance the MSDWC shall furnish, at the expense of the Lessee, an Auditorium Supervisor to supervise the overall operation and serve as the MSDWC's representative during the performance. The authority of this Supervisor is absolute with regard to times of opening the lobby, opening the house, start of the program, length of intermission, safety of staff and audience and protection of the facility. The Lessee shall pay the MSDWC for the services of the Supervisor at the hourly rate set forth on the Fee Schedule (see Attachment #1) for the hours worked.
- C. USHERS:** At the discretion of the MSDWC, the Lessee may be required to hire ushers to be posted at entrances to the auditorium for all performances.
- D. MSDWC STAFF RIGHT TO ENTRY:** The Lessee shall permit the MSDWC staff, including, but not limited to, custodial staff or agents hired by the MSDWC to provide custodial services, access to any part of the Premises at any time. Should the Lessee prefer not to have custodial staff in any particular backstage area during the event, this must be identified in writing by the Lessee and approved by the MSDWC prior to, or during, the Pre-Event Planning Meeting.

XXIV. OPENING TIMES: The Auditorium will be opened to the audience one-half hour prior to scheduled performance time. The program will begin at the time provided at the Pre-Event Planning Meeting. If the program is two (2) hours or longer, there shall be an intermission. Length of intermission is at the discretion of the MSDWC.

XXV. SECURITY: The MSDWC shall provide security personnel in numbers and at times deemed by the MSDWC in its sole discretion to be necessary or advisable for the event. The Lessee shall pay for all security personnel provided by the MSDWC at the rates set forth on the Fee Schedule (see Attachment #1) for the hours worked.

XXVI. FIREARMS: No one other than security personnel authorized by the MSDWC may carry, display or use any firearm on the Premises.

XXVII. PUBLIC AREAS: The Lessee agrees to abide by the discretion of the MSDWC concerning activities, dress, etc. of those persons acting on behalf of the Lessee in any public areas.

XXVIII. CONCURRENT USE: The MSDWC reserves the right to rent other parts of the facilities operated by the MSDWC at the same time as the rental of Premises to the Lessee. The use of the lobby, vestibules, hallways, box office, lounges and other public rooms and facilities that may be made available to the Lessee at the discretion of the MSDWC shall be concurrent with the use of such others as the MSDWC may determine; provided that such renting to others shall not unreasonably interfere with the use of the Premises by the Lessee. The Lessee understands and acknowledges that the Lessee has no rights whatsoever to enter or use the areas in the Auditorium comprising the administration offices of the Auditorium, the TD's Office, the mechanical rooms or any other areas except those which are determined and agreed upon in writing prior to, or during, the Pre-Event Planning Meeting.

XXIX. OPEN REHEARSALS: Any rehearsal at which more than twenty-five (25) non-production personnel (who are not parents of under-age performers) are in attendance will be considered a performance and an additional usage fee will be levied which shall be paid by the Lessee.

XXX. SEATING ON STAGE: The Lessee will not permit or cause to permit audience seating on the stage, stage wings, or in the aisles. The sole exception is when the audience is a planned and integral part of the performance/event and is approved in writing by the MSDWC prior to, or during the Pre-Event Planning Meeting.

XXXI. USE OF TOBACCO: The Lessee shall not permit or cause to permit the use of any tobacco products, including, but not limited to, smoking, including, but not limited to, e-cigarettes or any similar product or device, in, or on, any part of the Premises; provided, however, that use of such products on the stage during the event may be permitted as long as the Lessee has obtained the prior written approval of the MSDWC regarding use of such products.

XXXII. ALCOHOLIC BEVERAGES: The Lessee shall not permit or cause to permit use or possession of any alcoholic beverages on the Premises except with express written permission from MSDWC.

XXXIII. FOOD/BEVERAGES FOR CAST/CREW: The Lessee agrees that when food and/or beverages are required on the Premises for the cast and/or crew, the only areas where such food and beverages may be served and consumed are the areas designated by the MSDWC. Arrangements for this must be made prior to, or during, the Pre-Event Planning Meeting. Only water may be consumed in any carpeted room.

XXXIV. LODGING FORBIDDEN: The Lessee, its employees, agents, invitees or guests are prohibited from using the Premises as a sleeping or lodging accommodation.

XXXV. LOBBY: The Lessee is responsible for any damage or harm to the Entry Way or foyers that may occur during the term of this Agreement caused by acts, or failures to act, of the Lessee, its agents, employees, patrons, guests, invitees and/or participants whether accidental or otherwise. PLEASE NOTE: The Lobby is not to be used as a play space for children at any time. At the discretion of the MSDWC, any unsupervised behavior by children could result in the children or the Lessee being asked to vacate the Premises. The Lessee agrees to the additional terms and conditions:

- A. DECORATION:** No tape of any kind may be used on material covered walls. Masking tape may be used on brick, plaster or wood areas. No duct tape may be used anywhere. Only "Gaff" tape may be used on the floors. The Lessee may purchase "Gaff" tape from the MSDWC, if available, at the charge set forth on the Fee Schedule (see Attachment #1). A clear, obstruction free center aisle down the Lobby must be maintained at all times in line with the front entrance doors. All displays brought onto the Premises by the Lessee must be removed and/or discarded at the end of the term of this Agreement. If the Lessee fails to clean the Lobby to the satisfaction of the MSDWC, normal custodial services excepted, then the Lessee shall pay the MSDWC for custodial staff at the rates set forth on the Fee Schedule (see Attachment #1) for the hours worked. The MSDWC does not supply table covers or other decorative items.
- B. LOBBY RESTROOMS:** The Restrooms in the Lobby will be opened for use by performers' parents and siblings during rehearsal time. A cleaning charge for each rehearsal time will be added to the Pre-Event Invoice.

XXXVI. PUBLICITY/PROMOTION: The Lessee shall provide the MSDWC with the name of the person, entity or organization responsible for publicizing the event along with contact information which shall include office and mobile telephone numbers and e-mail address for such person, entity or organization.

- A. CORRECT ADVERTISING COPY:** All advertising – newspaper, radio, television, posters, heralds, flyers, brochures, etc. – shall contain the following information:
 - 1. The true and correct name of the presenting agency or organization (abbreviations are not acceptable); and
 - 2. The correct address of the Seeger Auditorium which is "Ura Seeger Memorial Auditorium, 1222 S. St. Rd. 263, West Lebanon, IN 47991."
- B. DISTRIBUTION OF LITERATURE:** The Lessee shall not include in the programs or distribute on the Premises any literature, pamphlets, tracts, flyers, other written materials, etc., not directly pertaining to the content

of, or personnel in, the performance (other than standard commercial advertising) unless the Lessee obtains the MSDWC's prior express written consent to such inclusion or distribution.

- C. **FUTURE ATTRACTIONS:** The MSDWC reserves the right to distribute to the audience announcements and literature concerning future attractions to be held in the Auditorium regardless of whether such attractions are under the auspices of, or in any way related to, the Lessee.
- D. **POSTERS, PHOTOGRAPHS, ETC.:** All posters used in, or at, the Premises must be taken down after the last performance or they become the property of the MSDWC. All posted announcements must carry the full name of the sponsoring organization(s) and correct advertising copy.
- E. **DISPLAYS:** The Lessee shall display posters, photographs, models, etc. pertaining to the production only in such areas as are approved by the MSDWC. Further, the Lessee shall not use any tape, tack, nail, screw or other fastening device into the ceilings, walls, or floors of the Premises so as to mar, deface, or injure the Premises. Displays at, or on, the Premises may be moved or covered only by the MSDWC.
- F. **PLAYBILLS/PROGRAMS:** When applicable, the Lessee is required to prepare and distribute printed playbills or programs to the audience in order to insure that information regarding house operations and regulations is fully disseminated. The following information shall be in any and all materials disseminated to the audience or program participants:
 - 1. **Accessibility.** The Seeger Auditorium is an ADA accessible facility. Please note that Audio Description and American Sign Language interpretation require 14-day advanced notice and are subject to availability.
 - 2. **Admission.** Admission prices vary by event.
 - 3. **Doors.** In most instances, lobby doors open 90 minutes before any event. House doors open 30 minutes before any event.
 - 4. **Electronic Devices.** The taking of photographs and the use of recording devices is strictly prohibited in the performance spaces unless prior arrangements have been made with the M.S.D. of Warren County staff. Please deactivate any electronic watch alarms, telephones, pagers, Bluetooth[®] devices, or other noise making, light producing equipment.
 - 5. **Emergency Evacuation.** Exits are conveniently located throughout the theatre. Please note your closest exit. In the event of an emergency, please walk to the nearest exit, and listen for further instructions.
 - 6. **First Aid.** Contact the nearest usher or the Front of House Director for assistance with non-medical emergencies. If there is a medical emergency, call 911, then notify an usher, the Front of House Director or security.
 - 7. **Latecomers.** Late arrivals will be seated at appropriate intervals.
 - 8. **Lost and Found.** The Seeger Auditorium is not responsible for personal property of patrons. Items may be claimed at the Box Office after performances or by calling the Box Office the following business day. Items are held for 30 days.
 - 9. **Management.** The Seeger Auditorium facilities are managed by the staff of the M.S.D. of Warren County at offices located at 1222 S. St. Rd. 263, West Lebanon, IN 47991. Inquiries concerning bookings should be directed to the Seeger Auditorium director at ecollins@msdwarco.k12.in.us.

10. **Restrooms.** Men's and Women's restrooms are located at the east end of the Lobby. Additional restrooms are located in the cafeteria lobby.
11. **Smoking.** All M.S.D. of Warren County facilities and grounds are tobacco free. This includes, but is not limited to, cigarettes, cigars, pipes, smokeless tobacco and e-cigarettes.
12. **Special Arrangements.** If special arrangements are needed contact the Seeger Auditorium at (765) 893-4445 at least fourteen (14) calendar days prior to the event you plan to attend.

XL. OBJECTIONABLE MATERIAL: The Lessee, its agents, employees, patrons, invitees, guests and artists shall not include any materials in any performance which would be considered objectionable by the MSDWC or violate any of its policies. The Auditorium Supervisor will remove any such materials if he/she deems it necessary.

XLI. UNDERAGE COMPANY MEMBERS: The Lessee agrees to the following terms and conditions with respect to legal minor cast members (Legal Minors):

- A. **RESPONSIBILITY:** The Lessee agrees to provide at least one (1) adult chaperone (Chaperone) who will be responsible for every ten (10) Legal Minors.
- B. **CHAPERONES:** Chaperones must monitor the Dressing Rooms/Restrooms, Green Room and any other area in which any Legal Minors are located, and Chaperones must be with the Legal Minors for whom they are responsible at all times.
- C. **SEEGER HIGH SCHOOL:** No one, including Legal Minors or Chaperones, is allowed to enter any area of Seeger High School, the Dressing Rooms/Restrooms exterior doors shall not be used under any circumstances and must remain locked, and all posted signs must be obeyed by all Legal Minors and Chaperones at all time. The Lessee shall provide Chaperones who will abide by these and all other terms and conditions set for the Agreement.

XLIII. TICKETS: The Lessee shall provide any tickets and ticketing services needed for a performance unless otherwise agreed to in the Pre-Event Planning Meeting. MSDWC encourages Lessee to use their online ticket sale platform, details of which will be provided at the Pre-Event Planning Meeting. Seating charts, providing specific breakdown by row and seat number, are available from the MSDWC. In addition, the Lessee agrees to the following terms and conditions in connection with ticketing of performances or events

- A. **ADVANCE SALES:** The Lessee shall provide the MSDWC with a name, daytime telephone number and e-mail for the contact person for advance sales unless ticket sales are to occur through the Seeger Auditorium.
- B. **REQUIRED INFORMATION:** The Lessee shall provide the MSDWC with a short accurate description of the event including telephone number and e-mail for ticket sales or ticketing related questions, length of performance, official name of event, and any other information pertinent to event ticketing prior to the first day of public ticket sales. Such information shall be provided to the MSDWC by the Lessee no later than the Pre-Event Planning Meeting.
- C. **TICKET AGENCY FEES:** Any ticket agency fees incurred through the sale of tickets shall be borne entirely by the Lessee.
- D. **FREE TICKETS FOR THE MSDWC:** For each performance held in the Seeger Auditorium, the Lessee shall provide the MSDWC 6 tickets at no cost to the MSDWC for use by the MSDWC at the discretion of the Auditorium Supervisor.

YOU ARE RESPONSIBLE FOR UNDERSTANDING THE CONTENTS
OF THE SEEGER AUDITORIUM GUIDELINES AND PROCEDURES.

PLEASE KEEP THIS CHECKLIST FOR YOUR RECORDS.

THE LESSEE MUST MEET WITH THE DESIGNATED STAFF OF THE METROPOLITAN SCHOOL DISTRICT OF WARREN COUNTY AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO FIRST DAY OF USE FOR THE PRE-EVENT PLANNING MEETING.

- Purpose of meeting is to finalize event details, schedule crew, load in and out times, room needs. Details needed for preparation of Pre-Event Invoice.
- Pre-Event Invoice will be based on the details agreed to in this meeting.
- Payment in full of the Pre-Event Invoice is due fourteen (14) calendar days prior to first day of use, except as expressly provided in the Agreement.

THE FOLLOWING MUST BE RECEIVED BY THE METROPOLITAN SCHOOL DISTRICT OF WARREN COUNTY NO LATER THAN THE TIME PERIODS SPECIFIED BELOW:

- Security Deposit Check made payable to the **Metropolitan School District of Warren County**, due no later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee's use of the Premises.
- Completed Seeger Auditorium Rental Agreement signed by the authorized officer of the Lessee provided to the Metropolitan School District of Warren County no later than the earlier of thirty (30) calendar days prior to first day of occupancy of the Premises by the Lessee and/or fourteen (14) calendar days after initial hold is placed on the date or dates for Lessee's use of the Premises.

THE FOLLOWING DOCUMENTS MUST BE RECEIVED BY THE METROPOLITAN SCHOOL DISTRICT OF WARREN COUNTY AT LEAST THIRTY (30) CALENDAR (30) DAYS PRIOR FIRST DAY OF USE:

- Copy of federal tax exemption determination letter or comparable proof of non-profit/tax-exempt status, if applicable.
- Certificate of insurance evidencing at least the minimum coverages set forth in the Agreement and naming the Metropolitan School District of Warren County as an additional insured or loss payee.
- Current Federal IRS Tax Form W-9

DOCUMENTS MAY BE MAILED, E-MAILED OR FAXED. CHECKS MUST BE MAILED OR HAND DELIVERED.