

TERMS OF OCCUPANCY

- ✓ Lessee shall use and occupy said premises in a safe and careful manner and shall comply with all municipal, state, and federal laws and rules and regulations pertaining to The Hemmens Cultural Center and all other rules and regulations prescribed by the Lessor's Fire and Police Departments and other governmental authorities, as may be in force and effect during the tenancy. Lessee shall not do any act or suffer any act to be done during the term of this rental agreement which will in any way mar, deface, alter or injure any part of said Cultural Center.
- ✓ No more than 1,200 tickets or passes shall be issued per performance in the Theatre unless expressly authorized by Lessor in writing. Failure to comply with this regulation will result in immediate cancellation of the event and/or a penalty to be paid by Lessee equal to 200% of the price of each ticket sold, given, or transferred in excess of 1,200, or \$25.00 per such tickets, whichever is higher. All ticket stubs are to remain in the ticket stanchions, and become sole property of The Hemmens Cultural Center.
- ✓ Lessee accepts the building, its furnishings, fixtures, and equipment in their present condition and state of repair and agrees that upon the end of the term of which the building has been rented it will be vacated and surrendered up to Lessor in the same condition it is now in. All repairs, replacements and clean-up required to return the building and its furnishings, fixtures and equipment to its present condition shall be at the expense of the Lessee.
- ✓ Smoking is prohibited in The Hemmens Cultural Center.
- ✓ All building equipment is to be operated by members of The Hemmens' technical staff only.
- ✓ Damage to the building or any building equipment incurred by the Lessee will be added to the final bill.
- ✓ Building Lessees shall restrict their activities to the section of the building rented. It is also the responsibility of the Lessee to restrict patrons of their event to said areas.
- ✓ No nails, spikes, screws, etc., are to be driven into the stage.
- ✓ No open flame is allowed in any part of the building without prior approval of the Fire Marshal.
- ✓ **No taping or stapling to walls, doors, windows or any other surface is permitted.** Signs must be free standing or held up by non-permanent, non-residue poster putty. Lessees shall ask Hemmens' Staff for assistance. No object whatsoever may be attached to the inside of lobby windows or doors regardless of method used.
- ✓ All weapons used in any production must be cleared in advance by The Hemmens Cultural Center Technical Supervisor. All guns used in any stage production must be loaded and unloaded by The Hemmens building technicians in charge. All guns shall have plugged barrels, shotguns included.
- ✓ The sale and service of alcoholic beverages shall be made pursuant to applicable City of Elgin ordinances. All alcoholic beverage sales and service shall only be served by a concessionaire authorized by Lessor. All arrangements for the service and sale of alcoholic beverages shall be made through Lessor's staff.
- ✓ The right to operate any concessions in the building is reserved to Lessor.
- ✓ The Lessee shall not obstruct any portion of the sidewalks, entries, halls, Box Office, vestibules, emergency exits or any ways of access to public utilities in the building.
- ✓ Lessee shall not bring, or permit anyone to bring, into the building anything that will increase the fire hazard or rate of insurance of the building.
- ✓ Food and beverages shall be handled in designated service areas only. Arrangements for such area shall be made with The Hemmens staff prior to occupancy by Lessee. Food and Drink are not allowed in Theatre without prior approval of Lessor's Cultural Center Director.
- ✓ Lessee shall advise all of its agents, employees and volunteers of any and all rules and regulations of The Hemmens Cultural Center or other applicable provisions of this agreement as may be applicable to the performance of this agreement. Lessee shall also advise participants of the correct rehearsal and performance time, location of the building, and place of entrance.
- ✓ Signator for Lessee shall be personally liable, jointly or severally, with Lessee for any breach of the provisions, terms or covenants of this agreement. Variations from the contract shall not be made without Lessee's authority or Lessee's agent (designated in writing only). Lessee and Signator for Lessee are also jointly and severally responsible for any damage to the building or its contents during occupancy.
- ✓ All requests for deviation from these rules and regulations shall be made in writing in advance with The Hemmens' Cultural Center Director.
- ✓ Lessee shall abide by the regulations listed above. Failure of Lessee to actively enforce these regulations may result in extra charges, legal action and/or cancellation of event.