

THE HEMMENS CULTURAL CENTER  
45 Symphony Way, Elgin, Illinois 60120

Lease Agreement

This lease agreement by and between the City of Elgin, Illinois, an Illinois municipal corporation (hereinafter referred to as "Lessor"), and \_\_\_ (hereinafter referred to as "Lessee") for the event, \_\_\_\_\_ is hereby made and entered into on the date of signature by the Lessor.

For and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

**1. PREMISES**

A) Lessor agrees to lease to Lessee that portion of The Hemmens Cultural Center building located at 45 Symphony Way, Elgin, Illinois, 60120 (herein described as "Facility") pursuant to the following terms:

Insert Room/Date/Time Table Here

PLEASE NOTE: Lessor shall provide security for Lessee at the above-described location during the above-described times. Such security shall be at Lessor's sole discretion and shall be at Lessee's sole expense. Lessor may utilize auxiliary police officers, community service officers, or regular police officers in Lessor's sole discretion. The provisions of this paragraph shall not be construed so as to create any special duty or other liability by Lessor, regardless of fault or alleged negligence, either by commission or omission.

Insert Total Table Here

All amounts are in U.S. Dollars

B) The Facility is reserved for use by Lessee for the times and areas listed on the face of this Contract. Permission for the Lessee to use the Facility beyond the times listed, for whatever reason is neither expressed nor implied in this Contract.

- i) Rental of the Theatre includes: Stage, Auditorium, and Dressing Rooms/Rehearsal Room.
- ii) Rental of the Exhibition Hall includes: Exhibition Hall, and Kitchen
- iii) Rental of the Entire Building includes: Stage, Auditorium, Dressing Rooms/Rehearsal Room, Lobby, Coat Check, Will Call, Exhibition Hall, and Kitchen. The use of the Loading Dock (a/k/a "Receiving Area") shall not be exclusive to the Lessee, and the Lessor may use such area for its own purposes at any time.
- iv) The Lobby, Coat Check area, Will Call area and public restrooms are common shared areas. The use of such common shared areas shall not be exclusive to the Lessee unless expressly authorized as such by the Lessor in writing.
- (c) At no time shall Lessee be granted access to the Box Office, Main Office, private offices, Sound Equipment Room, mechanical/storage areas or any area not normally associated with public events.
- (d) Lessor may extend the rental usage times and/or areas described herein at Lessor's sole discretion; provided, however, that no such extension shall be effective unless it is in writing and signed by the parties hereto.
- (e) Rentals set forth herein are estimates only and actual rentals may be greater based upon the actual rental time used, the actual space used and services provided. In the event Lessee uses the facilities contemplated hereby for a period either less or more than provided for above, the total charges payable by Lessee to Lessor shall be increased or decreased accordingly at the contracted rate rounded up to the nearest one-half hour increment. The Lessee shall occupy and use said premises for the purposes provided for herein and no other.

Deposit:

Insurance:

Tickets:

Concessionaire:

**2. RENTAL**

Lessee shall pay rent as provided herein. Rents shall include charges for building usage, equipment and services at rates set forth herein.

Lessee Initial \_\_\_\_\_

**3. DEPOSIT**

- A) Lessee shall pay a deposit of \$100.00 per leased day within 15 days of booking the event or forfeit the date. This deposit shall not be credited towards estimated rental, but shall be credited against any additional charges beyond the estimated rental or refunded. If the event is cancelled, such deposit shall not be refunded.
- B) The total estimated rental, based upon anticipated usage at rates set forth on Page 1, and in sections 9, 18 and 19 herein, is \$ . **This amount shall be paid by Lessee no less than 30 days prior to the opening date of the event unless otherwise expressly authorized by Lessor in writing. Failure to make such payment may result in cancellation of Lessee’s event at Lessor’s sole discretion.**

**4. FEES**

- A) In addition to such other fees and costs as may be provided herein, Lessee shall also pay to Lessor, on demand and at rates set forth on Page 1, and in Sections 9, 17 and 18 herein, such additional charges as may become due on account of additional facilities, equipment, material or services furnished by the Lessor at the request of the Lessee or Lessee’s designated representative, or necessitated by the Lessee's occupancy hereinunder the compensation for which is not included in the rent or rents specified above (See Page 1, and in Sections 9, 17 and 18 herein for Facility, services and equipment charges).
- B) Such additional services, equipment or facilities include, but are not limited to, labor required for Lessee's use of facilities, such as stage hands, stage manager or senior technician, ushers, security guards, and service charge (if used) for special equipment required in setting up, operation and striking of event. Lessee hereby authorizes the following designated representatives as agents authorized to request additional services and/or equipment, which requests shall be construed as requests of the Lessee:
 

1. _____	2. _____
3. _____	4. _____
5. _____	6. _____
7. _____	8. _____
9. _____	10. _____

- C) Lessor may also require Lessee to obtain and pay for additional facilities, equipment and services which, in the sole opinion of Lessor, are necessary for the safe, orderly or efficient conduct of the event. Lessee shall be liable for the payment of any additional Facility, equipment or service requested by any employee, agent, contractor, assign or sublessee of Lessee.

**5. FINAL PAYMENT**

- A) All additional charges shall be paid by cash, money order or check payable to the Lessor, within 30 days of billing, unless otherwise expressly authorized in writing by the Lessor. Lessee warrants and represents that neither it, nor any of its agents or employees on its behalf, either through Lessee’s current name or through any other designation, have incurred any outstanding unpaid debt to Lessor. Lessor may deny the use of any facilities to Lessee until any such debt has been satisfied, and shall retain any funds paid by Lessee to Lessor pursuant to this or any other agreement, toward the satisfaction of any such debt.

**6. CANCELLATION**

- A) Lessee may cancel this agreement by serving written notice on Lessor not less than 180 days prior to the leased date(s) in which case the Lessor shall refund Lessee's booking deposit.
- B) In the event Lessee cancels any date or dates less than 180 days prior to the leased date(s) Lessee's deposit shall be forfeited.
- C) If any event must be cancelled due to inclement weather, upon written agreement of the parties through their designated representative, Lessee shall be charged only for rehearsal and set-up time as well as labor actually utilized based upon the then current fees for such times as established by the Lessor.

**7. INSURANCE – INDEMNITY**

- A) Lessee shall hold harmless and indemnify the Lessor from and against any and all loss, cost and expense, claims for damages, lawsuits, causes of action and any and all other liability of whatsoever nature and in any forum, including, but not limited to attorneys’ fees at the rate of \$300.00 per hour, which rate Lessee agrees is reasonable, and other litigation costs, arising out of or in connection with Lessee’s use of the premises described herein or the performance of any of the terms or provisions of this Agreement.
- B) Not less than 30 days prior to the event, Lessee shall provide a certificate of insurance evidencing general liability insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Such insurance shall name Lessor as additional insured and it may not be terminated without ten (10) days written notice to the Lessor. Failure to submit such certificate by the deadline defined on Page 1 of the Contract shall result in cancellation of Lessee’s event.
- C) **The “Insured” listed on such certificate shall be the same entity as the Lessee signing this Contract.** Any deviation will render the certificate invalid.

- D) The certificate holder shall be the City of Elgin, c/o The Hemmens Cultural Center, 45 Symphony Way, Elgin, IL 60120
- E) Under no circumstances shall Lessee, Lessee's representative, public or any other person involved with the event, directly or indirectly, be allowed to occupy the Facility until all of the insurance requirements set forth above are met.

**8. ADMISSIONS SURCHARGE**

- A) A twenty-five cent per admission surcharge shall be collected from every person who pays an admission charge to any event at The Hemmens. This surcharge shall be exclusive of any other applicable State or Federal surcharges and shall be collected at the time the Lessee collects the admission charge. The Lessee shall be acting as trustee for and on account of the Lessor and shall pay over to the Finance Director of the Lessor the surcharge under procedures prescribed by said Finance Director.
- B) The Lessee agrees to inform the Lessor whether or not an admission fee shall be charged for the event. If Lessee fails to inform Lessor to the contrary, it will be assumed that an admission fee will be charged and Lessee will be billed accordingly.
- C) The Lessee agrees to inform Lessor of the total paid attendance at the event within three business days of the conclusion of the event. If Lessee fails to inform Lessor of the total paid attendance, the Admissions Surcharge shall be based on a per event attendance of 1,200 paid admissions for the Theatre and 2,000 paid admissions for the Exhibition Hall and/or Entire Building.

**9. TICKETING SERVICES**

- A) Lessor shall provide Box Office services upon Lessee's request for Lessee's event under the following conditions:
  - i) Lessee shall provide Lessor with all pertinent event information including, but not limited to, dates, times and ticket prices, including discount structure, for all performances. Any changes in this information shall be communicated in writing to Lessor's Patron Relations Supervisor and may result in additional expense to Lessee as defined below in Paragraph N of this Section.
  - ii) Lessee shall pay the applicable event set-up fee as established by Lessor, in the amount of \$ 275.00 to create a new floor plan or \$ 30.00 to utilize a previously created floor plan in Lessor's inventory. Such fees shall be paid to Lessor within three days of the date of this agreement and shall be non-refundable for any reason whatsoever.
  - iii) Lessee shall pay to Lessor the per ticket printing surcharge for each and every ticket printed, including, but not limited to, those provided by Lessee to entities on a complimentary basis, as established by Lessor in the amount of \$ .15 per ticket printed. Lessor shall retain this amount from box office receipts upon final settlement of Lessee's event. In the case of cancellation, Lessee shall pay this amount upon Lessor's demand.
  - iv) Tickets shall not be sold by consignment or by any means other than channels normally utilized by Lessor's Box Office. All fees specified in this Section are in addition to the "Admissions Surcharge" specified in Section 8 of this contract.
- B) Lessee's event shall not be entered into Lessor's computerized ticketing system until a fully executed contract has been received by Lessor.
- C) Lessor shall assign Box Office staff on the day and/or evening of Lessee's event and Lessee shall pay the current hourly rate per person scheduled. Unless otherwise noted by Lessor in writing, Box Office shall open two hours before Lessee's event and remain open through intermission or until no longer deemed necessary by Lessor. Lessor shall determine the number of Box Office personnel necessary for Lessee's event. Lessor shall provide daily Box Office staff free of charge during regular daily Box Office hours.
- D) All communication with the Box Office shall be conducted through Lessor's Patron Relations Supervisor unless otherwise agreed in writing. The sole exception to this shall be Lessee's right to contact Box Office to inquire as to how many tickets for Lessee's event have been sold. Any instruction regarding changes in dates, time or ticket prices shall be submitted in writing to Lessor's Patron Relations Supervisor with copy sent to the Cultural Center Director.
- E) Lessee agrees that Lessor shall charge a per order processing fee to all entities which order tickets via fax, telephone, internet or any means other than in person at The Hemmens Box Office located at 45 Symphony Way, Elgin, IL 60120. The fee per order shall be \$ 5.00. Lessee further agrees that Lessee shall have no participation in revenues generated by the per order fee.
- F) Lessee agrees that Lessor shall charge a per ticket exchange/return fee to all entities which exchange or return tickets for Lessee's event. The fee per ticket shall be \$ 3.00. Lessee further agrees that Lessee shall have no participation in revenues generated by the per ticket exchange/return fee.
- G) Lessee agrees that Lessor's service provider, Seat Advisor Box Office (SABO), shall charge a per ticket fee to all entities which order tickets via the internet. This fee shall be defined by the most current agreement between The City of Elgin, IL and SABO. The per ticket fee is determined by average ticket price. Lessee further agrees that Lessee shall have no participation in revenues generated by the per ticket fee.
- H) Lessee shall pay Lessor a credit card fee for all tickets paid by credit card. The fee shall be \$.25 per credit card transaction.
- I) Lessor shall apply Box Office receipts for Lessee's event toward Lessee's "Total Estimated Expenses" as defined in Section 1, Paragraph A and Section 3, Paragraph B of this contract. Lessee shall pay the difference of "Total Estimated Expenses" and monies received by Box Office for Lessee's event to Lessor according to the stipulation defined in Section 3, Paragraph B of this contract.
- J) Upon completion of Lessee's event, Lessor agrees to provide Lessee with a Box Office statement which displays number of tickets

Lessee Initial \_\_\_\_\_

sold and revenues received by Box Office. Box Office statement to be e-mailed to Lessee within 48 hours of Lessee's event completion unless otherwise noted, or requested by Lessee.

- K) Upon completion of Lessee's event, Lessor shall apply monies received by Box Office toward Lessee's invoice. Lessor shall, to the best of its ability, process payment to Lessee for the balance of monies received by Box Office in excess of total expenses incurred by Lessee by City of Elgin check within thirty (30) days of event. If expenses incurred by Lessee exceed Box Office receipts, Lessee shall pay the difference. **Under no circumstances** will lessee be paid by cash, or any other form, from box office receipts on the day of the event.
- L) Upon Lessee's request, Lessor shall provide Lessee with a printout of information gathered by Box Office from entities which purchased tickets for Lessee's event which may include purchaser's name, address, e-mail address and phone number. Lessee shall provide only such information as is provided by each entity. Lessor reserves the right to retain all such information in its own database.
- M) If Lessee cancels, postpones, reschedules, relocates or in any other way whatsoever alters the information originally entered in Lessor's Box Office computerized ticketing system regarding Lessee's event, Lessee shall:
  - i) Reimburse all entities which incurred fees as defined above in Paragraphs E and F of this Section should such entity not be able to attend event due to Lessee's change of event. In the case of cancellation, such fees shall be reimbursed to all entities which purchased tickets to Lessee's event.
  - ii) Pay the current per ticket exchange fee to Lessor for each and every ticket printed at the rate established by Lessor as of the date of this agreement applicable to Hemmens fees whether the ticket is reissued for the changed event or returned for refund. In the case of cancellation, such fees shall be paid to Lessor for each and every ticket purchased for Lessee's event and may include those provided to entities on a complimentary basis by Lessee.
  - iii) Pay Lessor the per order processing fee as defined above in Paragraph E of this Section for all re-issued ticket orders. This provision does not apply to cancelled events.
  - iv) Reimburse Lessor the credit card fee as defined above in Paragraph G of this Section for all orders paid by credit card which are cancelled due to Lessee's change of event.

Failure to comply with the provisions defined in this Paragraph shall be considered a breach of Section 5 of this contract and is subject to the provisions of such Section.

- O) The following table outlines the estimated Box Office charges:  
Insert Box Office Table here

**10. LESSEE'S REPRESENTATIVE**

- A) The Lessee shall be present, or have a representative authorized to make decisions on behalf of Lessee, as described in Section 4, paragraph B of this contract, present at The Hemmens Cultural Center during all times the Facility is in use by Lessee.
- B) The Lessee shall identify any and all additional representatives not listed in Section 4, paragraph B authorized to make decisions on behalf of Lessee not less than seven days prior to the event.
- C) If Lessee fails to identify authorized representative(s), the person whose name appears on the signature page of this contract shall be the only person authorized to make requests of Hemmens staff regarding, but not limited to, the following: staffing, equipment and Facility access.
- D) In the absence of Lessee or an authorized representative, access to The Hemmens Cultural Center shall be denied to all other persons associated with the event, including the paying public. In such event, Lessee shall hold harmless and indemnify Lessor from and against any and all liability of whatsoever nature, including but not limited to attorney's fees, arising out of or in connection with such denial of access.

**11. EQUIPMENT RECEIVING AND STORAGE**

- A) Arrangements for delivery of equipment or supplies for Lessee's event shall be made with The Hemmens' Technical Supervisor no less than five business days prior to the event. Such effects shall include, but are not limited to, scenery, props, programs and concessions. Deliveries on behalf of the Lessee shall be accepted at the Lessee's risk, and The Hemmens in no way assumes any responsibility whatsoever for such effects.
- B) Lessee shall be charged for storage of effects at the rate of \$ 155.00 per day equipment remains on premises beyond dates of contracted rental unless expressly authorized in writing by Lessor.
- C) The Lessor reserves the right to remove from the building all effects remaining in the building after the scheduled Lessee move-out time and the right to store those items wherever it sees fit, in the name of The Hemmens or in the name of the Lessee, but at the cost, expense and risk of the Lessee. The Lessor and its staff shall not be liable in any way for removing and storing, or for damages to, any such effects.

**12. CONCESSIONS**

- A) Lessee shall inform Lessor if concessions will be sold during Lessee's event and types of items offered for sale.

- B) Lessee shall enforce the restriction of food and beverage items in the Theatre. If Lessor determines that Lessee is not properly enforcing this restriction to Lessor's standards, Lessor reserves the right to either hire ushers at Lessee's expense or terminate the sale of concessions.
- C) Lessor shall pay any and all cleaning charges associated with the sale of concessions. These charges will be in addition to what is considered by Lessor to be standard cleaning.
- D) Lessor reserves the right to prohibit the sale of certain items at Lessor's sole discretion.
- E) Lessor reserves the right to restrict sale of concessions to specific areas within The Hemmens.
- F) Lessee bears sole responsibility for the payment of any and all applicable taxes.
- G) Lessor shall not be required to cover Lessor's vending machines at any time; provided, however, that in the event Lessor agrees to cover its vending machines at Lessee's request, Lessee shall pay to Lessor the sum of Two Hundred Dollars (\$200) per day for each day said vending machines are covered, or ten percent (10%) of all food and beverage sales over the course of the subject event, whichever is greater.

**13. ADVERTISING**

- A) Lessee agrees that all advertising of the event will be true and accurate.
- B) Lessee agrees that all news releases, publicity materials, media announcements of any kind, printed or electronic, or other such public notices issued shall refer to the venue only by the name "The Hemmens Cultural Center". Lessee further agrees to provide copies of any such materials to Lessor for Lessor's approval prior to the public dissemination of such information.
- C) Lessee shall be solely responsible for all advertising and marketing of Lessee's event. Lessor shall not be required to provide marketing or advertising support of any kind whatsoever including, but not limited to, design services, ad placement, mailing lists or display areas.

**14. TERMS OF OCCUPANCY**

- A) 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.
- B) In case said premises or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike or other unforeseen occurrence not within Lessor's control, shall render the fulfillment of this lease by Lessor impossible, then and thereupon this lease shall terminate and Lessee shall pay rental for said premises only up to the time of such termination of the rate herein specified, and Lessee hereby waives any claim for damage or compensation should this lease be so terminated.
- C) Lessee agrees that Lessor may, with or without cause, terminate this entire agreement at any time prior to the payment of Lessee in full of the agreed rent. Unless such termination is on account of breach of or default on the part of the Lessee, the amount of rental paid by Lessee shall be prorated to the date of such termination.
- D) 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.
- E) 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.
- F) Lessee shall provide proof in writing not less than 30 days prior to performance that all applicable license and royalty fees have been paid by Lessee. Failure to provide such proof shall be construed as a material breach of this agreement and may result in cancellation of this agreement at Lessor's sole discretion. In the event of any such cancellation pursuant to this subparagraph, Lessor shall retain any payments made by Lessee. Retention by Lessor of such payments shall not constitute a waiver of any and all rights to which Lessor may otherwise be entitled by law.
- G) Lessee shall assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used or incorporated in the event. Lessee shall indemnify, defend and hold harmless the City of Elgin, The Hemmens Cultural Center, its officers, employees and agents from any and all damages and/or costs, including legal fees, which may arise out of or from claims of copyright infringement. Lessee warrants and represents that all applicable royalty, copyright and license fees have been paid by Lessee.
- H) Smoking is prohibited in The Hemmens Cultural Center.
- I) All building equipment is to be operated by members of The Hemmens' technical staff only unless expressly authorized by Lessor in writing.
- J) Damage to the building or any building equipment incurred by the Lessee will be added to the final bill.

- K) 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.
  - L) All events, including performances and rehearsals, must be terminated at the time stated on the contract.
  - M) No nails, spikes, screws, etc., are to be driven into the stage.
  - N) No open flame is allowed in any part of the building without prior approval of the Fire Marshal.
  - O) No taping or stapling to walls, doors or any other surface is permitted. Signs must be free standing or held up by non-permanent, non-residue poster putty or approved painter's tape. 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.
  - P) 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.
  - Q) 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.
  - R) The right to operate any concessions in the building is reserved to Lessor.
  - S) 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.
  - T) 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.
  - U) Lessee shall obtain and pay for all necessary permits and licenses required by his/her occupancy of use of The Hemmens Cultural Center.
  - V) 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.
  - W) Lessee may not sublease the building or any part thereof without express written permission of the Lessor.
  - X) Every provision of this contract shall be severable. If any term or provision is illegal, unconstitutional or otherwise invalid or unenforceable, such illegality or invalidity shall not affect the legality or validity of the remainder of this contract.
  - Y) Lessor shall not be liable for delays or losses by the postal service of any country, any delivery/courier service or failures by any other form of information transmission, electronic or otherwise.
  - Z) This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.
  - AA) Lessor believes, to the best of its knowledge that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, with respect to permanent access accommodations. Lessee shall be liable for all non-permanent accessibility requirements pursuant to the Americans with Disabilities Act, including, but not limited to, all requirements as to seating accessibility and auxiliary aids for individuals with visual, hearing and mobility based disabilities. Lessee shall hold harmless and defend Lessor from and against any and all claims, suits, causes of action, and any and all other liability of whatsoever nature. The provisions of this paragraph shall survive any termination and/or expiration of this agreement.
  - BB) 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.
  - CC) 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.
  - DD) All requests for deviation from these rules and regulations shall be made in writing in advance with The Hemmens' Cultural Center Director.
  - EE) 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.
15. In the event any of the terms or provisions of this agreement contain unfilled blank spaces, such unfilled blank spaces shall be construed to refer to the current rate established by City of Elgin ordinance as of the date of this agreement.
16. The terms of this contract shall be governed by the laws of the State of Illinois. Venue for the enforcement of any rights and the resolution of any disputes arising out of or in connection with this agreement shall be in the Circuit Court of Kane County, Illinois. Lessee expressly consents to be subject to personal jurisdiction in all courts in the State of Illinois.

**17. EXECUTION**

This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. For the purposes of executing this agreement, any signed copy of this agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement shall raise the use of fax machine or e-mail as a defense to this agreement and shall forever waive such defense.

**18. LABOR**

- A) Rates are per person per hour.
- B) Labor rates on observed Federal or City holidays shall be 1 ½ times the rates listed on this page.
- C) Under normal use, clean up service is included in the base rental. However, at the discretion of the building manager, sponsoring organizations will be assessed for custodian labor when the building is left unusually messy or dirty, or damaged. In the event of damage, material cost will also be assessed against Lessee.
- D) Senior Technician or Stage Manager will be required to call cues for Hemmens Technicians for productions and to supervise a move-in/out.
- E) Every effort will be made to schedule Auxiliary Officers. However, if they are unavailable, Elgin Police Officers will be scheduled.
- F) \*\* Officer rates are established by the Elgin Police Department and are subject to change.
- G) The following table outlines the estimated labor charges:

Insert Labor Table here

**19. EQUIPMENT LIST**

Insert Equipment Table here

**LESSOR**

By: \_\_\_\_\_  
Butch Wilhelmi, Cultural Center Director

Date: \_\_\_\_\_

**LESSEE**

I understand and agree to all terms and conditions of this contract. I also understand that all times and charges listed in this contract are estimated amounts only, and that rates in effect at the time of the execution of this contract shall be charged.

Lessee \_\_\_\_\_

By \_\_\_\_\_

Signature **X** \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone (Bus.) \_\_\_\_\_ (Home/Cell) \_\_\_\_\_

E-mail: \_\_\_\_\_

Lessee Initial \_\_\_\_\_