

HISTORIC DIXON THEATRE RENTAL AGREEMENT

Between

Dixon Theatre Renovation, Inc.
P.O. Box 682
Dixon, IL 61021

And

Renter

This rental agreement confirms the rental of the Dixon Theatre, Dixon, IL by the Dixon Theatre Renovation, Inc. (DTRI), managing agents of the building to:

Renter

For the following dates(s):

If additional services or rental time are needed, the DTRI representative named below should be notified at least fourteen (14) days before the rental date to discuss arrangements and additional fees. Scheduling and coordination of specific hours of a rental period must be made only with the DTRI representative named below at least two (2) weeks prior to the event, if such has not occurred with the signing of this agreement. Any exceptions to the agreed upon schedule must be requested in writing and accepted by the DTRI representative no later than one (1) week before the event date.

It is understood that all sales of food and drink in the building are reserved for the DTRI only. If there is no intermission in a program, notification to the DTRI representative named below must be made at least two (2) weeks prior to the event. At that time, upon receipt of said notification, DTRI will determine if additional fees are required for loss of revenue to DTRI because of lack of concession sales.

Written permission may be given for the sale of other goods in the building and the DTRI reserves the right to collect 15% of those sales for a profit organization and 10% of those sales for a non-profit organization. A city permit is necessary for those sales and proof thereof must be provided to the DTRI representative at least two (2) weeks prior to the event.

Renter

Must furnish public liability insurance with a combined single limit of not less than \$500,000 showing the DTRI as additional insureds. The DTRI representative must receive this proof of insurance two (2) weeks prior to the date(s) of rental.

Written permission is required to serve alcoholic beverages. If permits to serve alcoholic beverages are required by the city and/or state, Dram shop insurance is also required naming DTRI as co-insured. Copies of permits and proof of insurance must be received by the DTRI representative two (2) weeks prior to the date(s) of rental.

Renter

Holds DTRI harmless from liability for any damage that may occur during the rental period to any equipment or property that is brought into the theatre by the renter or anyone hired by the renter.

Renter

Agrees to return the theatre building and theatre equipment to the same condition as it was at the beginning of the rental period. Any damage occurring to the theatre building and/or theatre equipment during the rental period is the financial responsibility of the renter. **A \$500.00 damage and security deposit shall accompany this signed agreement.** DTRI will deduct any expenses for damage repair from the damage and security deposit and will bill renter for any damages not covered by said deposit. Renter shall pay any additional amounts due within ten (10) days. Any damage and security deposit balance remaining after all of the repairs have been made will be refunded to the renter within ten (10) days of the conclusion of the rental period.

Renter

Agrees to abide by and enforce all house and stage rules attached to and hereby made a part of this agreement.

This agreement is null and void and any and all deposits shall be returned to the renter if the premises are rendered unrentable by any cause.

A deposit of **1/3 of agreed rental fee** shall accompany this signed agreement. The balance of the rental shall be due twenty-four (24) hours before the rental date.

The rental fee agreed upon between

Renter

And DTRI is:

Rental fees for the Historic Dixon Theatre are as follows:

For profit group: \$550 / day (of event)

In the event load in time, rehearsal time, etc is needed, other than the day of the event, the fee will be charged by the quarter of the day – at a quarter (6 HOURS) of the event day fee of (\$550.) The partial days, must be consecutive with the event day.

Non profit group: \$450 / day (of event)

In the event load in time, rehearsal time, etc is needed, other than the day of the event, the fee will be charged by the quarter of the day – at a quarter (6HOURS) of the event day fee of (\$450.) The partial days, must be consecutive with the event day.

If spot lighting is needed, renter shall contact our lighting specialist three (3) weeks prior to first rental date. The lighting is under separate contract and the lighting costs are not included in this agreement. Lighting shall be operated exclusively by DTRI's lighting specialist. **Tom Elmendorf – (815) 973-4318**

Also, sound equipment needs to be arranged in advance with our sound specialist: **Tom Elmendorf – (815) 973-4318.**

The DTRI does not provide ticket sales people. You will be responsible for your own ticket sales.

The DTRI will provide ushers if you request them two weeks in advance.

ATTENTION – not unlike other theatre renovation groups, the Historic Dixon Theatre continually needs funds for the upkeep of the theatre. One of the common ways to provide extra funds is to assess a **10% for**

nonprofit organizations and a 15% for profit organizations to the total number of tickets sold. We trust that honesty will prevail on the number of tickets that you sell.
(Example: 955 seats sold x 15% = \$143.25 owed to the Theatre)

The renter will be responsible for removing all props, stage and dressing room garbage immediately after the event. There is no provision for garbage pick up – you will need to remove this from the theatre and theatre grounds. If you need a dumpster delivered, please call Affordable Waste @288-7283 or Allied Waste @ 284-2432

We would appreciate your comments after your event, if there is something the DTRI can do to make your Historic Dixon Theatre rental easier and more convenient. We operate on all volunteer labor and rely on donations, so requests are sometimes not possible, but we need to know so that we can try to go in the direction that makes our renters want to use the theatre again.

DTRI

By _____ date _____

Renter

By _____ date _____

Whatever you would like to have on the marquee, please let us know 1 week in advance of placing it there.

Dixon Theatre House Rules

- Smoking is prohibited in the theatre building.
- No outside food or beverages are permitted in the theatre building. All concession sales will be conducted by the DTRI.
- Alcoholic beverages are prohibited in the theatre building except in those areas designated in writing by the DTRI.
- No beverages other than water are permitted in the auditorium—no exceptions.
- During rehearsals, everyone shall enter and leave the building by using the stage door to the alley. The front doors to the theatre will remain locked during rehearsals.
- During rehearsals, use of the theatre is restricted to the front of the auditorium, dressing room and stage area. No one is allowed in the lobbies, mezzanine, balconies or auditorium bathrooms. ONLY dressing room bathrooms are to be used during rehearsals. The renter is responsible for proper supervision of everyone, including children, during auditions and rehearsals.
- RESPECT THE SEATS!** Do not sit on the backs of the seats or put feet on the seats.
- All musicians shall use the stage door entrance. Instruments shall be unloaded in the alley and taken into the theatre through the stage door **AT ALL TIMES.**
- Vehicles **MAY NOT BE LEFT UNATTENDED** in the alley.
- NOTHING** may be taped to doors, walls, brass railings, carpet or stage floor without permission from the DTRI trustees. **NOTHING** may **EVER** be screwed, glued or nailed to walls, carpet or

- stage floor. NOTHING may be stored in the alcoves to block the fire doors. NOTHING may obstruct the fire curtain or its ability to function. The main drape, teaser, movie screen and hold historic fire curtain may not be moved or removed. Nothing may be attached in any way to the draperies
- ❑ All props, scenery, costumes, trash, etc., brought into the theatre during your rental period must be removed from the building within twenty-four (24) hours of your last performance, unless prior arrangements have been approved in writing by the DTRI trustees. All theatre property and equipment that has been moved must be returned to its original location.
 - ❑ A designated DTRI representative will be on hand during performances for sound checks. IF the sound level reaches an unacceptable level during the performance, the DTRI representative will require the renter to have the sound level returned to a level that is not injurious to patrons' ears or the building itself. The decision of the DTRI representative as to what is an unacceptable level is FINAL.
 - ❑ DTRI reserves the right to have representatives present during rehearsals and performances.
 - ❑ Any questions or concerns regarding the House Rules should be addressed with the DTRI trustees.

**In Advance – thank you for using the
Historic Dixon Theatre!**

**We sincerely hope that you will consider us again when your need for a
facility with a history and character arises.**