

Orpheum Theatre House Provisions
Revised 6.11.04

The following list contains the house provisions applicable to all rentals and the use of The Orpheum Theatre in Galesburg, Illinois.

1. This agreement permits renter to use the theatre front entrance, lobbies, rest rooms, auditorium, stage, dressing rooms and available storage areas. The fees assessed cover needed heating, air conditioning, lighting and water, with controls to be operated by the management staff. Special provisions will be made for the use of the ticket office.
2. **Smoking will not be permitted** in any portion of the house at any time. Drinking on stage or in the auditorium or balconies during rehearsals is not allowed. You may eat and have non-alcoholic beverages in the dressing rooms only. The concession stand is not open during rehearsals.
3. The use of inflated balloons, helium or non-helium, on-stage or in the theatre, is prohibited. Any use of fire (candles, cigarettes, cigars, etc.) must be approved through the **Galesburg Fire Department**. A copy of the written approval must be presented to The Orpheum management at least 7 days prior to the event.
4. If the use of special effects results in a false alarm response from the fire department, any applicable charges will be assessed to the renter.
5. **ALL** performers, crew, technical assistants, musicians or guests of the same will enter and leave by the stage door only. The front doors of the theatre will be locked during rehearsals.
6. **DO NOT LEAVE VEHICLES UNATTENDED IN THE ALLEY.** The alley is used by Kensington residents and is a **FIRE LANE**.
7. **ALL** members of your organization, crew, technical assistants, musicians or guests of the same will be restricted to the front of the auditorium, dressing rooms and stage area only. No one is allowed in the lobbies, mezzanine, balconies or the rest rooms in these areas. Only dressing room rest rooms are to be used. In any instance where this provision is violated and additional labor is needed to ready the theatre for the public, fees associated with clean up will be passed to the renter/artist.
8. **Nothing will be tacked, pinned, taped or screwed to walls, carpet or stage floor without permission.** Do not drag equipment across the stage floor.
9. House equipment such as the sound system, movie screen, acoustical shell and stage lighting are to be controlled by the management staff or an approved third party only. The set up and striking of the fly system shall be performed under supervision of the management staff. The projection booth is off limits to all renters.
10. User covenants to maintain in good condition the interior and all existing fixtures and equipment of the theatre, fair wear and tear expected. User agrees to reimburse the owner for

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any needed repairs to the house or replacement of any fixtures or equipment damaged or destroyed due to use by the user during terms of this agreement.

11. User's stage plot will respect the fire curtain line.

12. User is required to complete and return the **"Event Verification"** form. Failure to do so within time specified by theatre management makes the rental contract void at the option of the theatre management. Form must indicate any areas of seats not to be sold due to production.

13. A day, as specified by the contract, runs from 9a.m. to 10:00p.m. Changes to this schedule may be possible with advance notice. Load in and strike times are to be coordinated with management. Any deliveries (example: programs) must be directed to management.

14. **User will provide theatre management with proof of public liability policy and other additional type of insurance as required by management.** Such policy will name and indemnify theatre management and ownership against any claim which may arise during or as a result of, the terms of this agreement, or thereafter, for any incident complained of having occurred during the renter's occupancy of the theatre. User's failure to provide such proof of policy within a time specified by theatre management makes the rental contract void at the option of theatre management.

15. The type and name of the act or event shall be provided to the theatre management upon request. Orpheum management reserves the right to take into consideration the type and name of event before contracting with user groups, and to refuse to rent the facility to users when management determines, in its sole discretion, that the type or name of the act or event will be materially detrimental to other events or acts contracted or planned for performance in the theatre. Failure to provide the name of act or event to theatre management within a time specified by theatre management, or the selection of a type or name of act or event which management determines unsuitable, makes the rental contract void at the option of theatre management.

16. Ticket sales will be managed by The Orpheum Theatre staff. Exceptions will be made for those organizations using a "general seating" format and/or providing their own cash/bank accounting. **NSF checks or returned charges to an event will become the financial responsibility of the renter.** We accept Visa and MasterCard only.

17. User is responsible for its own medical staff as it deems necessary. The Orpheum is not responsible for lost or stolen property.

18. No waiver or any breach of any term or condition of this agreement shall be construed as a waiver of the term or condition itself, or of any subsequent breach thereof.

19. Renter is only entitled to services specified in the contract and house provisions. Any additional services will be assessed following the event.

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20. **Any program printed and handed out to the public by the renter for a specific performance will include a history of The Orpheum Theatre, and Best Seat in the House advertisement.** No changes to these ads may be made without prior approval of management. Failure to include the provided Orpheum ads will result in a \$50.00 penalty.

21. **The Orpheum Theatre is a restored Vaudeville house and is listed on the National Historic Register.** It is a privilege to perform on The Orpheum's stage. We ask that you respect the building and its rich history. The theatre is open for tours at any time and the front of the house must be presentable. **DO NOT** store set pieces or other items in the lobbies.

22. Tenant agrees to make available to The Orpheum the following for each performance:

- Ten (10) tickets to the event, three (3) pair on the main floor, and two (2) pair in the mezzanine.
- Five (5) Backstage or Post-Performance Passes to The Orpheum.

Please review the house provisions with all members of your organization.

I have read and understand the house provisions outlined in the binding contract.

signed on this _____ day of _____, 20____.

Responsible Party / Renter