



COPERNICUS CENTER
5216 W LAWRENCE AVENUE
CHICAGO, IL 60630
773-777-8898

office@CopernicusCenter.org

CopernicusCenter.org

THEATER SPACE USE AGREEMENT

The **COPERNICUS FOUNDATION**, an Illinois not-for-profit organization, owners of Copernicus Center, ("**COPERNICUS**") hereby agrees to grant space use of its theater to Organizer (as defined below - herein after referred to as "**ORGANIZER**"):

Address of Organizer:

ADDRESS: _____

COPERNICUS agrees to furnish the theater, exclusive of food, beverage and parking lot concession rights, with normal operating personnel during the following dates and hours shown above.

The Space Use of the theater shall be on the following additional terms and conditions:

1. SPACE USE OF PREMISES

ORGANIZER accepts the lease of, the theatre auditorium and designated ancillary spaces hereafter described (Premises), (theatre), in Copernicus Center, 5216 W. Lawrence Avenue, Chicago, Illinois 60630, for the Performance(s) specified above.

2. USE OF PREMISES During the space use period, the theater shall be used for:

TITLE OF PROGRAM: _____

INFORMATIONAL TELEPHONE NUMBER: (for customers) _____

E-MAIL: _____ WEBSITE: _____

SPACE USE AND OTHER CHARGES

ORGANIZER agrees to pay to COPERNICUS all of the amounts outlined in the **Space Use Charges Estimate Sheet** (which is hereby made a part of this agreement) and such additional amounts as are otherwise specified in this Agreement.

a) Estimated Charges at the time of signing: _____

b) All charges are due two weeks prior to the event. Any additional charges must be paid prior to the Event.

c) Payments made within one week of the Event must be made in cash or cashier's check.

d) A deposit for Amusement Taxes and BMI will be required 1 week prior to the show.

NOTE: No dates shall be held in reserve unless a signed contract has been received along with the required deposit and has been properly acknowledge by Copernicus. Contracts without deposit shall not be considered as a valid agreement.

Any payments made the day of the show will be subject to a \$150 special handling fee.

e) ORGANIZER shall bear all costs without limitation, concerning the cost of rehearsals and other preparations, and all advertising, promotion, royalties, licenses, fees, taxes, space uses, ticket office expense, salaries, sound equipment, stage workers and lighting equipment.

f) In the event COPERNICUS furnishes a cashier at the box office to sell tickets for ORGANIZER's program COPERNICUS shall not be held responsible for any shortages in connection with ticket sales.

3. **SERVICES:** COPERNICUS shall furnish, at its own cost and expense:
 - a) Normal lighting (not performance lighting) and cleaning of Premises.
 - b) Such heating or cooling as, in the sole judgement of COPERNICUS, is necessary for comfortable occupancy
 - c) the existing stage draperies;
4. **SECURITY:** COPERNICUS shall provide basic security to protect COPERNICUS CENTER'S premises and property and to assist maintaining public order and safety. ORGANIZER is responsible for requesting from COPERNICUS CENTER any additional security which ORGANIZER may deem necessary to adequately protect ORGANIZER's property and the property of ORGANIZER's patrons. In addition, ORGANIZER shall be responsible for the cost of COPERNICUS CENTER security, which may be required to maintain safety and order as required by the type and character of the event. (ORGANIZER may only hire security approved by COPERNICUS CENTER. (No third party security personnel will be allowed on the premises.) We are not responsible for any ORGANIZER's property if it is loss or damaged.

Based upon the description of the type of use & your expected clientele the following number of Security personnel have been ordered.

ORGANIZER _____

To provide additional security for his performers, their property and additional security needs the ORGANIZER has ordered the following additional Security personnel.

ORGANIZER _____

NO PRIVATE SECURITY IS ALLOWED.

Spacer User agrees not to use any outside security other than that approved by Copernicus

ORGANIZER _____

Security staffing may be increased by COPERNICUS CENTER at any time if such additional security is deemed necessary. The cost of the additional security shall be at ORGANIZER's expense.

The ORGANIZER may provide ushers. None of the ushers shall act as a security. The ushers must conform to COPERNICUS CENTER requirements and be uniformed and wearing I.D badges.

Notwithstanding anything to the contrary above, COPERNICUS shall have no liability for interruption of or failure to supply the above services because of strike, lockout, or other labor difficulty, breakdown, accident, repairs, alterations or improvements, order of regulations by any public authority, failure of fuel supply or inability by the exercise of reasonable control by COPERNICUS.

Nor in any event for any direct or consequential damages or loss of profits provided such circumstances shall not be due to fault or negligence of COPERNICUS.

5. **ADDITIONAL CHARGES**

Additional service NOT included for which additional charges would be necessary include: stagehands, projectionists, spotlight operators, lighting or sound, box office staff, doormen, ushers, ticket takers, supervisors and security guards.

6. **TICKETS AND SEATING CAPACITY**

- a) **ORGANIZER shall not permit more patrons in the theatre building than the seating capacity of One Thousand, Eight Hundred and Fifty Two seats (1,852);**
- b) The following seats are designated for wheel chair patrons: C – 1,2,3,4 Companions: D – 1,2,3,4,5
- b) A viewing area exists within the projection room above the balcony. The view room is not a public area and not part of the SPACE USE agreement and is meant for to sole use of COPERNICUS staff or their guests.

7. **INSURANCE**

ORGANIZER agrees that it will carry and maintain at its own cost and expense:

- a) **Personal property insurance covering the property of the ORGANIZER to the extent of its insurable value;**
- b) **Comprehensive liability insurance with a combined limit of \$1,000,000.00 for bodily injury and property damage. ORGANIZER shall deliver to COPERNICUS not less than fourteen (14) days prior to ORGANIZER's use of the Premises, the certificate of insurance naming COPERNICUS as an additional named insured in such form as is reasonably satisfactory to COPERNICUS.**

8. **CONCESSIONS**

- a) ORGANIZER shall not sell, bring into or serve upon Premises, any beverages, liquor, refreshments or other liquid or foodstuffs for consumption on or off the Premises. COPERNICUS reserves the sole right to operate these concessions and to retain all proceeds therefrom.
- b) ORGANIZER agrees that during each Performance there shall be at least one intermission, which will take place no sooner than 1 hour after the beginning of the program and shall last for a period of no less than twenty (20) minutes. When no intermission is used, ORGANIZER is required to pay a fee of \$2.00 per person in attendance.

_____ **ORGANIZER**

9. MOVE-IN AND MOVE-OUT

ORGANIZER will commence its move-in (including sound & light checks) no earlier than the time and date specified herein. If ORGANIZER fails to vacate and surrender the Premises by the MOVE-OUT time specified above, COPERNICUS reserves the right, in addition to all other rights and remedies which it may have, to remove ORGANIZER's property from the Premises at ORGANIZER's expense and to charge ORGANIZER Seven Hundred and Fifty (\$750) Dollars per day for each day or portion thereof that ORGANIZER or ORGANIZER's property remains on the Premises.

10. SETS and SCENERY

Sets and scenery may be only used with the prior written consent of COPERNICUS, and COPERNICUS reserves the right at any time to revoke such consent and require the dismantling and removal of such sets or scenery as it, in its sole discretion, deems injurious or inappropriate to the Premises. ORGANIZER hereby releases COPERNICUS from all responsibility and liability by reason of any damage to or destruction or theft of any sets, scenery, properties, musical instruments or any other property brought on or caused to be brought on the Premises, with or without COPERNICUS' consent, at any time before, during, between or after all Performances covered by this Agreement.

11. CANCELLATION

- a.) If any Performance is not held for whatever reason, ORGANIZER shall have the obligation at its expense to inform the public of such cancellation through regular information media, and in the event ORGANIZER fails to do so, COPERNICUS may make such announcements at ORGANIZER's expense.
- b.) In the event a Performance must be canceled deposits may be refunded as follows:
- | | |
|--|---|
| up to 90 days prior to the Performance - | 100% refund of deposit |
| up to 60 days prior to the Performance - | 70% refund of deposit |
| after 60 days - | no refund unless date is rebooked w new Performance |

12. SIGNS, POSTERS, ETC.

No literature, signs, placards, notices, posters, banners or flags shall be posted inside or outside the Building.

Copernicus Center reserves the right to approve, in advance of its usage, of any advertising, marketing or other materials utilizing the name of the Copernicus Foundation or Copernicus Center any graphics depicting the Building or any portion thereof. Copernicus Center categorically forbids the use of the name "Gateway Theater" on any literature referring to the Center and will request any public media using this reference to cease such publication.

13. FIRE REGULATIONS

ORGANIZER shall not do or permit anything to be done in the Premises which might increase the rate of fire insurance on the building or on the property kept therein which might conflict with any statutes, ordinances or regulations of any public authority.

Any use of fireworks or combustibles is prohibited.

14. PREMISES AND CONDITIONS OF PREMISES

- a) The Premises leased hereby and the term "Premises" as used herein shall include the following spaces in the Building which are customarily used for performances: the auditorium, the stage area, and the lobby. Among the areas that are not included in the Theatre space use are the second floor offices, the third floor banquet hall, ancillary spaces thereto, the concession stands, ticket office, Annex and kitchens.
- b) ORGANIZER agrees to accept the theatre in its condition existing as of the commencement of the space use period and agrees to return it to COPERNICUS in the same condition as when received. ORGANIZER hereby assumes full responsibility for the acts and conduct of all persons admitted to the Premises or to any portion of the building by consent of the ORGANIZER or by or with the consent of any person acting for or on behalf of the ORGANIZER, which persons include all patrons and ticket holders. In the event any portion of the Premises or any portion on the building of which the Premises are a part shall be damaged by the act or omission of ORGANIZER, or by ORGANIZER's agents, employees, patrons, customers, guests, invitees, licensees, or any person admitted to the Premises by the ORGANIZER, the ORGANIZER shall pay to COPERNICUS upon demand such sum as shall be necessary to restore the Premises to the condition that existed prior to the occurrence of such damage. The amount of such damage shall be considered additional rent hereunder.
- c) ORGANIZER shall make no alterations, additions, improvements, signs or decorations without the proper approval of COPERNICUS. Any such alterations, additions, improvements, signs or decorations so approved shall be made at ORGANIZER's expense and shall be removed at the end of the space use period by the ORGANIZER.
- d) COPERNICUS reserves free access, without abatement of space use or any other amounts to be paid by ORGANIZER herein, to all parts of the Building, including, without limitation, the Premises, for itself and for its officers, agents, employees and independent contractors who may and shall have the right, at any and all times during the term of this Agreement, to enter the Premises, to alter, repair or add to the Premises or the Building and to enter the Premises in connection with proper control and management of the Building or any part thereof or any concessions therein, and ORGANIZER shall not claim or be allowed or be paid damages for any injury or inconvenience occasioned thereby.
- e) COPERNICUS CENTER reserves the right to broadcast, prior to any performance, but not more than 5 minutes before the start of any performance, an informational and/or promotional audio/video presentation strictly related to the Center or The Copernicus Foundation and its activities
- f) ORGANIZER agrees that it will not:
- commit any nuisance;
 - cause or produce to be caused or produced therein or to emanate therefrom any unusual, obnoxious or objectionable smoke, gasses, vapors or odors;
 - use any part thereof for cooking, lodging, sleeping or any unlawful purpose;
 - permit any of its officers, agents, employees, independent contractors or others in any way connected with ORGANIZER to use or consume alcoholic beverages or any controlled substance while on the

- (v) do or permit to be done anything which may interfere with the effectiveness or accessibility of utilities, ventilation or air conditioning systems or portions thereof, nor permit anything to be done which may interfere with free access to the public streets adjacent thereto, or to the street or sidewalks and parking lot adjoining the Building, or interfere with the effectiveness or accessibilities of any elevators in the Building;
- (vi) place any additional lock of any kind upon a window interior or exterior door of the Building, or make any change in any existing door or window lock or mechanism there of unless expressly permitted in writing by COPERNICUS;
- (vii) put up or operate any engine or motor or machinery on the Premises, or use oils or other flammables such as camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, nor to use any other agent for heating or illuminating Premises or bring unto said Premises any fireworks or explosives and shall not use any agent other than electricity for illuminating the Premises.
- (viii) Tape, glue or otherwise attach by rope or other means any materials to the walls, railing or fixtures.

15. LICENSES and ADMISSION TAX

ORGANIZER shall secure in advance, before time and date of each performance, all licenses and permits that may be required from the City of Chicago. ORGANIZER agrees to account for and pay of any and all governmental admission taxes.

16. ORGANIZER'S INDEMNITY

ORGANIZER agrees to hold harmless, indemnify, and defend COPERNICUS and its officers, agents, employees, directors and trustees from any and all liability including claims, demands, losses, costs, damages, theft and expenses of every kind and description to persons or property arising out of or in connection with or occurring during the course of the Agreement. . COPERNICUS shall not be responsible or liable for any damage or injury that may happen to property belonging to the ORGANIZER or to property belonging to ORGANIZER's agents, employees, members, guests, customers, patrons, or others in any way connected with ORGANIZER, or for any other damages of any kind or nature, or for any cause whatever prior to, during or subsequent to the term of this Agreement, and the ORGANIZER hereby expressly releases COPERNICUS from and agrees to defend and indemnify COPERNICUS, its officers, agents, employees, directors, and trustees, against any and all claims for such loss, damage or injury to persons, property or otherwise. COPERNICUS, its officers, agents, employees, directors and /or trustees, shall not be liable for any claims for damages that may result from the destruction. Damage, loss, theft, or injury or other casualty to the property or persons of ORGANIZER, ORGANIZER's officers, agents, employees or independent contractors or others in any way connected with ORGANIZER.

17. LIBEL and SLANDER

ORGANIZER hereby assumes responsibility for, indemnifies and agrees to hold COPERNICUS harmless from any liability upon any claim or action arising out of alleged slanderous or libelous statements in connection with any Performance in the Premises, any broadcasting of any radio or television program from the Premises, or any recording or publication of the same, and all costs and expense, including counsel fees, incurred in connection therewith.

18. COPYRIGHT

ORGANIZER agrees, represents and warrants that nothing contained in the Performances(s), the souvenir items relating thereto or anything else connected with ORGANIZER's activities under this agreement, shall violate or infringe upon any copyright, right of privacy or other statutory or common law right of any person, firm or corporation. The securing of and payment for all performing rights is the responsibility of the ORGANIZER including but not limited to royalties or licensing fees due the Broadcast Music Incorporated (BMI), American Society of Composers, Authors and Publishers (ASCAP), and Society of European Stage Authors and Composers (SESAC), and any other similar organizations.

19. STAGE

No person or persons except those directly connected with the Performance, and whose business requires his presence on the stage, shall be allowed thereon.

20. SMOKING

Smoking is prohibited by City of Chicago Law Ordinance # 193-7.9

21. CHANGES

No modification or amendment to this Agreement or consent to the Waiver of any of the terms hereof shall be binding unless made in writing and signed by the party against whom such modification, amendment or waiver is asserted.

22. REPRESENTATIONS

This Agreement constitutes the entire agreement between the parties and no representation of promises have been made except as herein set forth.

23. ASSIGNMENT

This Agreement is not transferable or assignable.

24. HEADINGS

The headings are not a part of this Agreement but merely for convenience and do not in any ways define or limit the working of any paragraph of this agreement.

25. APPLICABLE LAW

This Agreement is being executed and delivered in the State of Illinois, and will be construed under the laws of the same.

26. EXPENSE OF ENFORCEMENT

Should either party incur any expense in enforcing any provisions of this Agreement, the party in default shall pay to the other party all expenses so incurred, including reasonable attorney's fees.

27. MISCELLANEOUS

The failure of COPERNICUS to insist upon strict compliance of any of the terms, covenants and conditions hereof to be performed by ORGANIZER shall not be deemed a waiver of any rights or remedies which COPERNICUS may have and shall not be deemed a waiver of any subsequent breach or default in any such terms, conditions and covenants to be performed by the ORGANIZER.

28. ORGANIZER's Employees & third party contractors

ORGANIZER shall be responsible for all employees, third party contractors, performers and/or volunteers working for or on ORGANIZER's behalf at Copernicus Center. ORGANIZER shall be required to provide adequate insurance to properly indemnify the Copernicus Foundation against any claim for injuries resulting from activities of such individuals on Copernicus Center property.

29. Notices, Refunds and Amendments

Any refunds, notices or amendments to the agreement shall only be made to the contract party (Organizer) as signified above to the address and name identified above unless otherwise specified below:

We hereby authorize Copernicus to issue refunds and accept amendments from the following party:

Company Name: _____

In care of (Optional): _____

Street Address: _____

City: _____ State: _____ Zip: _____

** Changes requested after this contract is signed will require a \$25 fee.

IN WITNESS WHEREOF, the parties have duly executed this agreement,

This _____ day of _____

ORGANIZER: _____ (Insert organization name)

BY: _____ (Insert individual name)

TITLE: _____

COPERNICUS FOUNDATION: BY: _____
(to be signed by)