



Attached is the application form and the terms for using the DeKalb Outdoor Theater. We are very excited to offer cultural opportunities for our area through the use of the theater facility.

Any interested group may apply. Selection of events from the applicants will be based on alignment of the values, vision and mission of the Theater. We sincerely hope that all interested parties can participate but we are limited to two events per week.

For information regarding the DeKalb Outdoor Theater go to:

[www.dekalboutdoortheater.org](http://www.dekalboutdoortheater.org)

We offer two types of opportunities for use of the Outdoor Theater as follows:

#### **PERFORMANCE SERIES**

Each event on a Friday

Start series 1<sup>st</sup> Friday in June and concluded mid August (11 events)

Starting time for these events: 7:30 PM (2-hours maximum length)

These events are to be free admission

Donations or selling items are acceptable

Sponsorship is developed by the Theater; there is no fee to performance groups

Publicity by the Theater for the series of events

#### **ADDITIONAL EVENTS**

Timing as requested by user

Charging admission to events is acceptable but not required

Sponsorships developed by user; there is a fee for usage. See Terms of Agreement.

Please note that we are limited to two (2) events in a calendar week.

Submit application by mail to:

**Outdoor Theater Application**

**PO Box 452**

**Auburn, IN 46706**



**THEATER USAGE AGREEMENT**

Please reserve the following date: \_\_\_\_\_ Mon. Tue. Wed. Thu. Fri. Sat. Sun.  
(please circle the appropriate day)

**(Please Type or Print)**

**Title of Event:** \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Extension: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Approximate Number of Attendants: \_\_\_\_\_ (more than 400 require security)

Approximate Start Time: \_\_\_\_\_

Approximate End Time: \_\_\_\_\_

I have enclosed the required payments and have read and agreed to abide by all the terms of the Theater Usage Agreement as listed.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*

Total payments \$ \_\_\_\_\_  Cash  Check # \_\_\_\_\_

Date Reservation Request Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Reservation Request Received by: \_\_\_\_\_

Reservation Approved: YES / NO Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Approved by: \_\_\_\_\_ Title: \_\_\_\_\_

## Terms of Agreement

For the purposes of this agreement, the person(s) requesting use of the DeKalb Outdoor Theater shall hereby be referred to as "client", and the DeKalb Outdoor Theater Board Inc. shall be referred to as "Theater".

1. Reservations will be accepted up to one year in advance for the Theater.
2. All reservations are subject to approval by the Theater Board.
3. Reservations should be made no later than 30 days prior to the starting time of Theater usage. Payment for said reservations must accompany the Theater Agreement. Failure to do so may result in the cancellation of said reservation.
4. Cost to reserve and use the Theater are \$25 per day for residents or organizations in DeKalb county, Indiana, and \$100 per day for residents or organizations outside of DeKalb County.
5. Clients are required to provide proof of liability insurance before reserving the facilities. Proof of liability can be obtained through an insurance agent of your choice.
6. Security is required for any event that exceeds 400 people in attendance, with a minimum of two (2) police officers. Client to arrange.
7. Only those vehicles transporting food, suppliers, elderly or physically challenged individuals should enter the Theater area. All other vehicles must remain in the authorized parking areas.
8. All tents, awnings, signs etc., require approval of the Theater before being erected. No items may be hung from the Theater structure that would mar or damage any surface.
9. All bands, DJ's and/or entertainment require approval of the Theater.
10. No alcohol, drugs, or firearms may be brought onto the Theater property by either the Client or individuals attending said events.
11. No pyrotechnics or fireworks of any kind may be used on the Theater property.
12. It is the responsibility of the client to clean up all trash, leftover food, supplies and other material from the Theater and adjacent properties before leaving the Theater. All trash must be placed in designated on-site trash containers. Client will be billed, at a rate of \$20 per hour/per person, if it is necessary for the further clean up of said event.
13. Client will be held responsible for any damage to the Theater and its equipment during the period used.
14. Theater reservations are limited to two (2) events per week. Exception to this is during the week of the DeKalb County Free Fall Fair.
15. All events must conclude by 10 p.m. Exception to this is during the week of the DeKalb County Free Fall Fair where events must conclude by 11 p.m.
16. Set up for event can begin two (2) hours prior to the start of the event. You will need to make arrangements with Theater if earlier time is needed.
17. Restrooms will be open two (2) hours prior to the start of the event. You will need to make arrangements with Theater if earlier time is needed.
18. The Client absolves and agrees to hold the Theater harmless from any and all damage, which may be sustained by equipment or property left on site at the Theater before, during and after said function. Any items left at the Theater are not covered by the Theater's insurance policy.
19. In consideration of the participation of the Client, the Theater along with its governing bodies, officers, volunteers and staff are totally released from any liability of any kind or character that may be incurred in connection with said function;
20. The Theater shall be held harmless for any cost incurred due to the cancellation of the Client's event by the Theater due to an 'act of nature'. This may include, but is not limited to: tornado, fire, flooding, severe weather or power outages. Rescheduling will be allowed based on availability and approval of the Theater.
21. If for any reason a state of emergency is declared by the federal, state, county or city government requiring the cancellation of the event, the Theater shall not be held liable for any costs or losses of said function by the Client. Rescheduling will be allowed based on availability and approval of the Theater.
22. If for any reason legal action would need to be taken to enforce this agreements, all lawsuits shall be litigated in the Circuit or Superior Courts of DeKalb County, Indiana. If any legal action occurs due to a disagreement of these terms, collection of account balances or for any other reason, the Clint shall pay all related Theater legal fees, court costs and any other expenses incurred.