AGREEMENT
BETWEEN
LITTLE MOUNTAIN COMMUNITY THEATER
AND
LEMONT HIGH SCHOOL DISTRICT 210

Whereas, the Little Mountain Community Theater organization (LMCT) and the Lemont High School District 210 Board of Education (District) believe that it is in their best interest and in the best interests of their constituents and community to enter into an Agreement to provide for the use of the Performing Arts Center (PAC) as agreed to:

Now, Therefore, in consideration of the mutual promises, covenants, and undertakings each has made herein, the Parties hereby agree as follows:

Section One:

The Parties hereby agree that all statements and provisions made in this Agreement shall be and are incorporated herein as defining the scope, parameters and purposes of this Agreement.

Section Two: Lemont High School Performing Arts Center and Other Areas of the Building

2.1 Use:

It is agreed that LMCT will receive use of the PAC and related areas such as the dressing rooms, costume/prop storage room, choir room, scenery storage/construction areas for its workshops and performance activities that will be scheduled through agreements between the PAC Manager and the LMCT Board President or designees. Use of additional rooms such as the Commons, Band Room, and Citgo Innovation Academy at any time may be scheduled through agreements between LMCT and the Superintendent or designee.

2.2 Schedule Considerations:

It is agreed that the District will reserve the PAC and related areas as stated above for LMCT events and activities. During the summer of 2027, the PAC will be reserved for LMCT events and activities from May 24 through July 26 according to the schedule below:

Main Stage Musical Auditions and Call Backs: May 24-26 from 4-10 p.m. in the Citgo Innovation Academy.

Rehearsals Monday through Thursday from 6 p.m. to 9:30 p.m. from June 1 through July 15.

Other spaces in the building, such as the band and choir rooms, also may be used by LMCT in addition to the PAC once they become available following the conclusion of band camp and/or external rentals.

Work on sets from June 1 on. Usually work will be done in the construction room until we have the PAC full time after dance recitals are over. Once the PAC is available full time, LMCT will build and paint sets on stage most days late morning until rehearsal time

Sitz Probe (special rehearsal) Friday, July 16, from 6-9:30 p.m. in the PAC

Tech Week rehearsal from 9 a.m. to 4 p.m. on Sunday, July 18 and Monday through Wednesday from July 19-21 5-11 p.m.

Performances on Thursday, July 22, Friday, July 23 with call time of 5 p.m. and performance time at 7

p.m. Performance on Saturday, July 24 and Sunday, July 25 with call time of 12 p.m. and performance time of 2 p.m. followed by set strike until approximately 8 p.m. on Sunday.

Final clean-up on Monday, July 26 from 9 a.m. to 3 p.m.

The Children's Acting Workshop will be Monday through Friday from 8:00 a.m. to 1 p.m. from June 14 through June 25 in the PAC, choir room, set construction room.. The Children's Acting Workshops will have a performance on June 25 at 6 p.m. in the PAC, and Choir Room. My Grand Plan Teen Cabaret will be Monday through Friday from 8 a.m. to 1 p.m. in the cafeteria/commons on June 14 through June 25, My Grand Plan will have a performance in the cafeteria/commons on June 25 from 7:30 p.m. to approximately 9 pm. Audience members, cast and staff plan to be out of the building by 10 p.m.

During rehearsal 6/1-7/9 and other non-performance times LMCT will be out of the building by 10 p.m. During Tech Week (July 18-21) LMCT will be out by 11 p.m. During Performance LMCT will be out as soon as audience members and cast exit the building.

2.3 Supervision:

LMCT shall designate two adults from its organization as supervisory personnel. At least one of the two designated adult supervisors must be present in the high school building whenever the building is being used by LMCT. If neither designated adult supervisor can be present due to extenuating circumstances, LMCT shall appoint another adult supervisor to be present. Current students or students who graduated within the previous two years may not be designated as a supervisor. LMCT will conform to District policies regarding safety, personal conduct and related facility use.

2.4 Safety and Security:

The District will ensure access to the PAC and related areas. Each of the two designated LMCT supervisory personnel will be issued a set of keys for access to the building, PAC, and other rooms approved for use. Keys must be promptly returned to the District upon conclusion of LMCT events and activities.

It is expected that the District and LMCT will provide such training as is necessary to ensure that security is maintained and that LMCT personnel are made aware of the procedures to be followed in the event of an emergency situation. LMCT personnel will be responsible for the cleanup of areas provided by the District and shall be required to put away any special equipment they use. The Parties agree that the PAC and related areas should be maintained at high levels of health and safety standards and should be left in clean condition after use by either Party.

Section Three: Rental Terms

3.1 Length of Agreement:

The terms of this rental agreement shall commence May 24, 2027 and conclude on July 26, 2027.

3.2 Rates/Operating Costs:

A. Custodial & Maintenance Personnel Cost: LMCT shall be responsible for additional personnel costs associated with and necessary because of their use of the PAC and related areas during the time that the workshops, camps, and main stage production are taking place.

B. Facility and Equipment Usage Charges: LMCT will pay a total annual fee of $3000 for use of LHS facilities as described in Section 2.1 above and for use of theatre equipment except for specialty equipment. By June 1, the Fine Arts Department Chair or designee will notify LMCT of

specialty theatre equipment acquired by the District. Use of specialty theatre equipment may occur for an additional fee, to be determined on a case-by-case basis.

C. Billing: The District will invoice LMCT each summer after the conclusion of its season. The invoice will include the cost of the dumpster as needed.

3.3 Communication with PAC Manager:

The LMCT Stage Manager, Technical Director, or Producer will email the PAC Manager each week for the purpose of reporting facility or equipment concerns or any other relevant information. The PAC Manager will acknowledge receipt of the email with a timely response.

3.4 Maintenance, Damage, and Repair Costs:

The District and LMCT agree that the PAC and related areas will be used in good faith by LMCT. LMCT will pay for equipment use as noted above to cover the normal wear and tear. Should the negligence or willful actions of any officers, agents, employees or participants of LMCT result in damage or loss to the District's facilities or equipment used by LMCT, LMCT will bear the cost of repairing such damage or loss.

To the extent responsibility cannot be determined; the cost of repairing or replacing property that is mutually used, which is damaged or destroyed by such persons, shall be prorated, if necessary, between the Parties, on a fair and equitable basis.

Should no agreement be reached concerning the Parties' obligations, the dispute shall be resolved by the Superintendent and the LMCT Board President or designee.

Should either Party find damage to or unclean conditions in the facility at the start or conclusion of their use, it should be reported immediately to the appropriate supervisor/administrator in order to speed the investigation of the situation, to speed the repair and/or clean up response time and to make sure that any hazardous conditions are addressed immediately.

Section Four: Miscellaneous

4.1 Review and Amendments:

To ensure that each Party is cognizant of the details and intent of the Agreement, both the District and LMCT shall review this Agreement annually.

The District and LMCT have the ability to make recommendations for amendments to the Agreement. No change, modification or amendment to the Agreement shall be valid unless in writing and approved by both the District and LMCT.

4.2 Dispute Resolution:

The District and LMCT agree to cooperate and negotiate in good faith. LMCT will enjoy the use of the PAC and related areas in a friendly, cooperative manner. The District will likewise schedule and provide the facilities, equipment and necessary personnel in a friendly, cooperative manner. In the event that a dispute with regard to this Agreement should occur, the LMCT Board President and the Superintendent or their designees shall resolve the issue.

4.3 Insurance:

LMCT shall procure and maintain, at its sole and exclusive expense, insurance coverage as required by

the general rules and regulations for any facility use established by the District. LMCT shall provide a certificate of insurance to the Superintendent or designee..

4.4 Severability:

The invalidity of any provision of this Agreement shall not render invalid any other provision herein. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severed and the balance of the agreement shall otherwise remain in full force and effect.

4.5 Transfer Provision:

Neither Party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

4.6 Governing Law:

If any part of this agreement is found by any court to be unlawful or unconstitutional, all other parts of the Agreement remain in force.

This Agreement has been approved by official action of the Lemont High School District 210 Board of Education and the Little Mountain Community Theatre Company Board or designees.

Lemont High School District 210	**Little Mountain Community Theatre, NFP**
_____	_____
Lynn Antonopoulos, Vice President	Officer
_____	_____
Mike Kardas, Sr., Secretary	Officer
_____	_____
Date	Date