

# CITY OF ELKHART LERNER BOARD MEETING AGENDA

Common Council Chambers

10:00 a.m., Wednesday, January 8, 2025

<https://signin.webex.com/join>

Meeting Number: 2300 500 8285, Meeting Password: Lerner25  
1-415-655-0001

1. ROLL CALL
2. APPROVE AGENDA
3. ELECTION OF 2025 OFFICERS
4. MINUTES Regular Meeting December 11, 2024
5. TREASURER'S REPORT
  - Financial Report November 30, 2024- Nick Muller (Kruggel, Lawton, and Co.)
  - Claims and Allowance Docket
6. PRESIDENT'S REPORT
  - 100 Year Celebration
7. FRIENDS OF THE LERNER
8. CRYSTAL BALLROOM CATERING REPORT
9. PREMIER ARTS REPORT
10. GENERAL MANAGER'S REPORT
11. NEW BUSINESS
  - CEG Entertainment Group
  - Lerner Non-Profit Rate Sheet
  - Lerner Repair & Maintenance Report
  - Revised Event Contract
12. PUBLIC PARTICIPATION
13. ADJOURNMENT

LERNER THEATRE BOARD  
Wednesday, December 11, 2024

President Gary Boyn called the Regular Meeting of the Lerner Theatre Board to order at 10:00 a.m. on Wednesday, December 11, 2024. The Clerk of the Board, Nancy Wilson called the roll. Gary Boyn, Diana Lawson, Jamie Arce, and Dina Harris attended in-person. Carrie Berghoff attended on Webex. Dallas Bergl was absent.

1. AGENDA

On motion by Dina Harris, seconded by Diana Lawson and carried 5-0, the agenda was approved as presented.

2. MINUTES: Regular Meeting November 13 2024

On motion by Dina Harris, seconded by Diana Lawson and carried 5-0, the Board approved the minutes from November 13, 2024.

3. TREASURER'S REPORT

Financials October 31, 2024

Michelle Adams of Kruggel, Lawton and Co. attended in person. The October 31, 2024 financial report was submitted to the Board for review. Total operational expenses of \$1,469,979 were covered by a City contribution of \$784,083 (53%) and a Lerner contribution of \$685,896 (47%). This compared with 2023 City's contribution of 61% and the Lerner's contribution of 39%. The net income from Theatre operations only (shown as Gross Profit) at the end of the period was \$616,719 which was an increase of \$118,281 from 2023. The YTD net income for all Lerner operations (including City expenses) at the end of the period was \$49,250 which was an improvement of \$154,582 from the net loss on last year's statement of (\$105,332). On budgeted City Operational Expenses alone we were under-budget by \$603,147 year-to-date. On motion by Diana Lawson, seconded by Dina Harris and carried 5-0, the Financials from October 31, 2024 were approved.

Claims and Allowance Docket

On motion by Jamie Arce, seconded by Diana Lawson and carried 5-0, the Board approved the claims and allowance docket totaling \$157,870.64 as listed on the register consisting of 5 pages, prepared on December 9, 2024 at 9:16 a.m.

4. PRESIDENT'S REPORT

Diana Lawson gave an update on the kick off of the 100-year celebration that took place on November 24 with a Silent Movie Organ Concert showing of "The Navigator". 800 people attended and the committee was thrilled with that turnout! It was fun to see all of the people enjoy the silent film and the talent of Clark Wilson on the organ. She thanked Premier Arts for setting up a photo opportunity in the lobby with staff dressed in 1920's to add to the experience. Their holiday windows were also ready for the crowd to enjoy representing the history of the Lerner Theatre when it was the Warner, the Elco, and the Lerner. As they were leaving, thanks to Bill Murray, the downtown was lit up with twinkle lights and so magical. When so many people help lift a community, it all comes together in such a special way. The committee is putting some final touches on the plans as we continue to celebrate the 100-year anniversary of the Lerner in 2025.

5. CRYSTAL BALLROOM CATERING

Kurt Janowsky presented the November Month End report. November was a big month for The Ballroom with revenue of \$128,000 compared to \$120,000 in 2023. Concessions revenue was \$41,000 which was the best month this year,



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adding room rent for a total of \$176,700, compared to \$152,000 in November 2023. November is historically a very good month. We have a couple of big events every year in November. YTD we are at \$948,800 vs. \$814,100 last year, so we are up \$134,700 which is up 15%. This has been a fantastic year and will be the best year in 13 years for us. Kurt said we talk a lot about weddings, but fund raisers are the biggest piece of the Ballroom business. We are thrilled to partner with the community non-profits in Elkhart County to do so many fundraisers. It is a point of pride for our company. Gary Boyn commented that the fact you are pulling them in as well as you are says a great deal about the service they are getting when they come to you, which we appreciate greatly. Kurt said he appreciates that as well, thank you.

6. PREMIER ARTS

Stephanie Krol gave Craig's report. He was busy with the "Elf" production. Craig said he was proud to be a part of the 100-year kick-off celebration. "Elf" kicks off Friday morning with a very exciting sold out field trip show. Many times these are a first experience at the Lerner for children. We also have schools from St. Joe County coming to visit the Lerner. Buy your tickets for "Elf"!

7. GENERAL MANAGER REPORT

Conway Entertainment Group

Scott Welch and Sherry May attended on Webex. Sherry said the 100<sup>th</sup> Anniversary event was wonderful! The staff has been really busy in November and December. They are focusing on January and February and cleaning up some things, doing some management training, and making sure everyone is trained on the Emergency Response Plan. Sarah Macer is in charge of finding a few more floor managers and getting them trained. In regards to the Ticketmaster contract we spoke about in the last meeting, we are in compliance, we can sell tickets over the phone, however, we are not totally in compliance with their advertising requirements that all advertising should be forwarding the recipients to Ticketmaster.com. instead of the Lerner.com. The Marketing team is aware of that now, so we will be in compliance moving forward. Sherry said she is working with Wayne Belock in the City HR to provide some management training in January and early February. Gary Boyn said it looks like a lot of the SOP's are being updated, and he assumed that would be a key component in staff training, and when we bring in new people to help them know what their duties are. Sherry said she will meet with each person and go over their job descriptions so they know what they are doing and have a plan moving forward.

8. DIRECTOR OF EVENTS REPORT

The Director of Events Report has been inserted in the minutes as presented.

<b>Activity (December-February)</b>	<b>As % of 90 days</b>	
<b>25 Events</b>	<b>28%</b>	<b>Activity in theatre</b>
<b>12 Ticketed Events</b>	<b>13%</b>	<b>Ticketed events</b>
<b>5 Non-Ticketed Events</b>	<b>6%</b>	<b>Non-Ticketed events</b>
<b>8 Rehearsal Dates</b>	<b>9%</b>	<b>Rehearsal Space</b>



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**Compare to 2023 Board Report Ticketed Events: 12**  
**Compare to 2023 Board Report Non-Ticketed Events +Rehearsals:**  
**13**

**DIRECTOR OF EVENTS**  
PREPARED BY: SARAH MACER

**Accomplished in November:**

- The Facility Occupancy numbers were sent off to the city departments for life safety of those visiting The Lerner. Prism has been updated based off from conversations with Sherry, Blake and Scott.
- Facilitating shows has officially kicked off and oh, are we busy. I've been planning out multiple shows at one time. I'm grateful for some of the newer practices we have in place; more of the team is included in the process rather than one person having all of the information and I think it's been a great process so far.
- 100 year meetings are up and running and we've set up meetings for our individual committees along with meetings with the full committee. The 100 year kick off was a great turnout with around 800 patrons attending.
- Per usual, all of the usual tasks associated with my position have been completed; Show Closings sheets have been completed for each show and the show closing schedule for the month was sent to KL.

**Updates for November:**

**Prism:**

I have officially reached back out to our Prism representative to get some meetings scheduled for the upcoming year. Prism is our calendar app that we use in limited doses that I am excited to start using in a broader scope. They are working on collaborating with TicketMaster so we can have accurate counts on shows and, once all of our contracts and user fees are updated, we can plug those in and work on closings and over all show management. I'm hoping this will help me keep things streamlined and the rest of the team on board with information. This will take more than just a few months and officially I don't start these meetings until end of December but I'm excited nonetheless.

**Show Closings and Building Procedures:**

Rachel has been doing show closings and has been great at assisting with the process. She has done an amazing job connecting with the Controller's Office and working through some of the more nuanced procedures with me. We're cleaning up some aspects and getting the rest of the team ready for the season!

**Event Planning:**

We are busy. I've been working more with Sherry on setting up details for the future and Rachel and I have been knocking out the closings. We are almost set for the month and then we'll be headed for the New Year. Night Ranger was a lot of work to plan and it will be a lot of fun to see how everything works out after so much time



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was put in place for our event along with Winterfest downtown. Thanks to all of the different departments; we appreciate all of the help and communication making everyone's events amazing.

**TECHNICAL AND FACILITIES DIRECTOR**  
PREPARED BY: DEEN TUGGLE

Overview:

Full steam ahead in November! We kicked off the month with Premier Arts and Premier Arts Academy putting on Finding Nemo. For a second, I thought we would never find nemo! It was a great event with four great crowds and lots of local children gracing The Lerner stage. After that, we moved right into a very busy week of back-to-back shows with A Taste of Ireland, Swan Lake, Jeremy Camp, and Ginger Billy. All the shows went off well and though it was a long week, it was a great week. Swan Lake brought some new challenges to the tech department as we were required to rehang a lot of our lighting which for the most part never get moved throughout the year. With the other shows surrounding Swan Lake, we had to pull a couple of late nights to get this accomplished, but in the end, the client was happy. The following week we had the Elkhart County Symphony in which they rehearsed on stage for two days prior to their concert. They brought in a very grand piano for their guest artist, and it was a crowd hit! Afterwards, we welcomed back Joe Gatto who is always a pleasure to work with and then moved straight into our 100-year kickoff event with The Navigator and Clark Wilson. The organ was working beautifully, and Clark was more than pleased. To round out the month, we hosted my favorite annual event, The Contemporary Nutcracker from the Aurinko Ballet. It was a busy month, but the train keeps moving ahead at full speed.

Accomplished in November:

- Technical assistance for shows.

Upcoming tasks:

- 17 days of non-stop fun!
- Vacation

**COMMUNICATIONS & MARKETING COORDINATOR**  
PREPARED BY: JENNA BROUILLETTE

November has been a busy month for events in the Theatre, especially with turning 100! We've had lots of great events from local groups like Premier Arts all the way to National Shows like Joe Gatto and Jeremy Camp.

Throughout November, I worked on several projects relating to the 100<sup>th</sup> anniversary, and can excitedly say that the Kickoff Silent Film on the 24th saw more than 700 attendees. I've also heard from several guests that the experience far exceeded their expectations for the day. It was great to see the support of so many different community groups and members coming together to celebrate the history of this building.

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We also have the initial branding materials for the Lerner 100 celebration, featuring the historic "Dancing Lady" emblem. A full-color version of the logo and additional graphics are expected soon, allowing us to begin updating materials for a cohesive look for the year. Looking ahead, Eyedart Creative Studio will begin working with Holly and I to incorporate our new 100-year branding.

Here is a snapshot of The Lerner Theatre's Socials as of 12/2/24:

	September 2024	October 2024	November 2024	1-Month Change
Total Audience	36,425	36,591	36,835	0.6% Increase
Total Impressions	394,357	492,900	842,664	47.3% Increase
Total Engagement	16,539	12,452	14,300	7.8% Increase

**Additional Social Context:** *Beginning June 2024, The City of Elkhart announced the following regarding meetings and social platforms. "The City of Elkhart utilizes its Facebook pages to share information and engage with our constituents. We will continue to use all city pages with that goal in mind, however, commenting on future posts will not be allowed."*

As a City-Owned building, this policy affects our pages as well, effectively impacting show announcements, promotions, information sharing, and interaction with patrons (positive or negative). We are currently navigating this constraint and seeing significant long-term challenges to our social data as this limits engagement with our posts and impressions as well.

**Done in November**

- Kicked off the Lerner Theatre's 100<sup>th</sup> Anniversary!
- Continued as a liaison to the Lerner's 100 year celebration committees in the areas of History+Renovation and Communications.
- Worked with promoters to market upcoming shows

**Goals for December**

- Develop the 2025 Marketing Plan for The Lerner
- Continue as a liaison to the Lerner's 100 year celebration committees in the areas of History+Renovation and Communications.
- Continue updating the Docent Manual for historic tours

**MEDIA SPECIALIST**

PREPARED BY: HOLLY COWAN

In the month of November, my main focus was on creating assets for the 100 Year Anniversary Kickoff. I was able to create some invitations that went out to members of the city and also created vintage tickets as souvenirs for those who attended.

The kickoff seemed to be a great success and we had hundreds of people attend! During the event I also helped with taking photographs in front of our back drop with



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the Premier Arts ambassadors and getting video of some of the speeches during the event. We also unveiled the new branding for the year that was created by Eyedart. I will begin to start utilizing this design in the coming weeks for our year-long celebration.

As we move into the month of December we are starting to move into a busy show week. I'll be floor managing shows for Charlie Berens and Night Ranger. The show for Night Ranger will be interesting as this will be the same day of Winterfest in downtown and we're expecting a large crowd. Jenna and I have been working with Sherry to reserve some parking for Lerner guests downtown. With this I've also been working on creating some maps and some communication that will go out to ticket holders for the event letting them know of closures for the parade route and some recommendations for parking spots.

### **Accomplishments in November**

- Working on graphics and announce emails for upcoming shows
- Approved budget for working with Eyedart on updating our web page to have accessibility features and be mobile friendly
- Completed graphics to use for the 100 Year Anniversary Kickoff

### **Upcoming Goals for December**

- Create a new page for the website about our accessibility
- New page for the website about artwork on display in The Lerner
- Ongoing – update The Lerner Website and Friends of The Lerner Website information
- Continue working with Eyedart on accessibility features for our websites
- Design a new Know Before You Go social graphic and email

### **BOX OFFICE MANAGER**

PREPARED BY: BRITTANY WEINGART

Box Office Manager:

Accomplishments:

1. Trained Kina on Box Office Audits
2. Successfully built 4 Black Friday offers
3. Built one show from start to finish alone

Goals:

1. Train Kina on show building
2. Build Premier Arts show/subscriptions
3. Finish a unique build one of Jazz Fest show headliners

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4. Get each Box Office staff a TM1 sales log in

Box Office Assistant:

For the month of November I have accomplished the following:

1. How to the monthly schedule
2. Count do the bags and do the audits
3. How to do the bank deposits and paperwork that needs to go to Rachel

My goals for December:

1. learn how to build shows
2. Learn the administration side of Archits
3. Learn more in TM1 Sales



Date	Time	Event Name	On Sale Date	Sale Sold	Net Revenue	Hist. Fee	Total Revenue
11/1/2024	7:30 PM	Finding Nemo Jr	3/27/2024	53	\$976.00	\$159.00	\$1,135.00
11/2/2024	10:00 AM	Wednesday, December 11, 2024	9/9/2024	230	\$2,490.00	\$690.00	\$3,180.00
11/2/2024	2:00 PM	Finding Nemo Jr	3/27/2024	67	\$1,312.00	\$201.00	\$1,513.00
11/2/2024	6:00 PM	Premier Arts Academy: Finding Nemo Jr	9/9/2024	267	\$2,769.00	\$801.00	\$3,570.00
11/6/2024	7:30 PM	A Taste of Ireland	8/29/2024	113	\$6,141.00	\$339.00	\$6,480.00
11/7/2024	7:00 PM	World Ballet Series: Swan Lake	4/2/2024	89	\$5,651.20	\$267.00	\$5,918.20
11/8/2024	7:00 PM	Jeremy Camp Deeper Waters Tour	8/22/2024	401	\$11,669.00	\$1,203.00	\$12,872.00
11/9/2024	7:00 PM	Ginger Billy	6/21/2024	271	\$10,268.40	\$813.00	\$11,081.40
11/17/2024	4:00 PM	ECS Slavic Masterworks	7/24/2024	285	\$7,606.00	\$855.00	\$8,461.00
11/23/2024	7:00 PM	Joe Gatto: Let's Get Into It	6/21/2024	561	\$18,378.25	\$1,683.00	\$20,061.25
11/30/2024	3:00 PM	Nutcracker	10/16/2024	423	\$9,065.50	\$1,269.00	\$10,334.50
11/30/2024	1:00 PM	Nutcracker Tea	10/16/2024	31	\$1,627.50	\$93.00	\$1,720.50
12/4/2024	7:00 PM	Christmas in the Air	8/15/2024	258	\$9,665.00	\$774.00	\$10,439.00
12/5/2024	7:00 PM	Charlie Berens: Good Old Fashioned Tour	6/21/2024	329	\$13,029.00	\$987.00	\$14,016.00
12/6/2024	7:30 PM	The Rat Pack is Back for The Holidays	3/1/2024	135	\$7,436.00	\$405.00	\$7,841.00
12/7/2024	6:00 PM	Hometown Jams: Night Ranger	8/14/2024	235	\$14,796.37	\$705.00	\$15,501.37
12/13/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	226	\$4,540.00	\$678.00	\$5,218.00
12/14/2024	2:00 PM	Premier Arts: Elf the Musical All-Youth Performance	1/1/2024	375	\$7,401.00	\$1,125.00	\$8,526.00
12/14/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	237	\$4,876.00	\$711.00	\$5,587.00
12/15/2024	2:00 PM	Premier Arts: Elf the Musical	1/1/2024	322	\$6,210.00	\$966.00	\$7,176.00
2/2/2025	4:00 PM	Elkhart County Symphony Mahler Symphony Number 2	7/24/2024	13	\$324.00	\$39.00	\$363.00
2/11/2025	7:30 PM	Price is Right Live!	10/4/2024	24	\$1,012.00	\$72.00	\$1,084.00
2/22/2025	3:00PM	Aurinko Ballet Presents: Cinderella and Repertory	10/16/2024	10	\$164.00	\$30.00	\$194.00
3/30/2025	4:00 PM	ECS Passion and Poetry	7/24/2024	9	\$305.00	\$27.00	\$332.00
5/3/2024	7:00 PM	Justin Willman	11/1/2024	102	\$5,203.50	\$306.00	\$5,509.50
5/18/2025	4:00 PM	Elkhart County Symphony Rebel Symphnoire	7/24/2024	13	\$387.00	\$39.00	\$426.00
6/7/2025	10:00 AM	Conservatory of Dance: Student Concert	10/16/2024	3	\$74.50	\$9.00	\$83.50
6/13/2025	7:00 PM	A Toast to Bread	11/8/2024	43	\$2,122.00	\$129.00	\$2,251.00
11/16/2025	3:00 PM	Snow Queen	9/18/2024	4	\$294.00	\$12.00	\$306.00



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<b>Total Ticket Revenue</b>	\$171,180.22
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**LERNER SERVICES COORDINATOR**  
PREPARED BY: DIANA GALVES

November had Lerner Services preparing for the winter season with the Lerner Theatre performances and Ballroom events,

Accomplished in November:

- Lerner Services staff throughout the month had to do major mopping of the auditorium/balcony under all seats and isles due to heavy beverage spills.
- Lerner Services staff cleaned walls and underneath all hand dryers due to heavy usage at more than several large Lerner Theatre performances and Ballroom events.
- Lerner Services staff with the help of the Facility manager cleaned the inside/outside covers of the hand dryers with a disinfectant cleaner including around and under the base of the hand dryers.

Upcoming Tasks:

- Preparing for a busy December with Christmas Lerner performances and Ballroom Christmas party events.
- Continued daily cleaning and maintenance throughout the Lerner.

**FACILITIES MANAGER**  
PREPARED BY: TIM GARDNER

November

Normal PM Initiatives performed

Damage on house right stage front discovered and fixed.

Changed a number of can lights and florescent lights in main lobby to help prepare for events prior to 100<sup>th</sup>.

A good number of appointments with vendors for end of the year checks and some repairs. WMI was here to help with repairs in both organ chambers. Hoosier crane inspections went well.

Kone was called in twice this month for elevator repairs. One was damaged caused by Pepsi vendor, the other was a block fail from someone not using the freight mode when loading.

Moved Historical wall pictures to elevator wall in hallway. Repaired and painted Historical wall.

Repaired some upholstery piping on decorative lobby chairs.

Made and installed filter frames for inside North and South Organ Chambers to help in total filtration control.

Contacted Jack Cittadine about some repairs needed for the clock. He approved me to make whatever case repairs needed and to condition the wood.

**Goals for Dec.**

Will test paints needed for basement hallway floors, ready stage left concrete



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painting. Find color for theatre floor paint touch up. Test dressing room bathroom paint. Get ready for complete tile removal in all dressing room bathrooms and Ballroom kitchen.

Ready snow removal equipment.

9. NEW BUSINESS

Contract Signature Authorization

Deputy City Attorney Kevin Davis presented a Resolution authorizing the Lerner Board President to execute contracts on behalf of the Lerner Theater for events in connection with the Lerner Theater's 100<sup>th</sup> Anniversary Celebration. On motion by Dina Harris, seconded by Diana Lawson and carried 5-0, the Board adopted a Resolution of the Lerner Governing Board of the City of Elkhart, Indiana and designated and authorized the Lerner Governing Board President to execute contracts for the Theater's 100<sup>th</sup> Anniversary Celebration, provided said contracts are approved by the Board's Attorney and the City Controller.

Crystal Room Catering Management Agreement

On motion by Dina Harris, seconded by Diana Lawson and carried 5-0, the 2025 Lerner Governing Board approved the Agreement between the City of Elkhart and Crystal Room Catering, LLC effective January 1, 2025.

Facility Rental Fees

On motion by Diana Lawson, seconded by Dina Harris and carried 5-0, the Facility Rental Fees were adopted as presented. Scott Welsh pointed out this is a base rate and subject to negotiations.

Event Contract

On motion by Diana Lawson, seconded by Dina Harris and carried 5-0, the Board approved the Event Contract as revised.

2025 Emergency Response Procedures

On motion by Dina Harris, seconded by Diana Lawson and carried 5-0, the 2025 Emergency Response Procedures were approved as presented.

Stephanie Krol Public Relations Contract for Services

On motion by Dina Harris, seconded by Diana Lawson and carried 5-0, the Board approved the Stephanie Kroll Public Relations Contract and authorized President Gary Boyn to sign the final contract as revised.

10. PUBLIC PARTICIPATION

Blake McDaniel joined on Webex. Scott asked him to give an update on booking. He said they are in active negotiations with a major promoter to be a preferred promoter with a minimum of 15-30 shows. He said they are still discussing the details of an agreement, but they are not ready to present that to the Board quite yet. He is talking to five or six promoters and if they each put one or two shows in it will help us considerably. Blake said he has been reaching out to promoters he has relationships with, and he is letting them know they are involved with the Lerner. The response has been positive. Diana asked if they use our website, and Blake said yes, the website has good photos. We send them the website link, and have a google one drive link we send them with other photos and tech information and the rate card. Then we talk to them and walk them through everything. Scott added there are only 25-30 players in this space, so it is very hands on, talk to them, hold their hand, and walk them through it. Blake said we know who the legitimate

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promoters are and we are going after them. Gary asked what kind of talent they are capable of giving us. Blake said national talent for sure. Talent you hear on the radio and see on tv. Blake said top tier talent that makes financial sense to put in there. Diana asked Blake about the discussion the Board had about pulling out seats and creating a standing area. Scott said he and Sherry asked Deen to give them a feel on what that would cost us. There is a labor issue, and there is also a storage issue. If we do a GA floor we have to store the seats in the ballroom. Diana said that is not going to work. That is not an answer. Scott said we haven't sorted that out yet. Blake said some artists out there like a GA pit, but there are theatres out there that do not have the GA pit that do fine. He said he is not sure if the cost is worth the additional business we would hope to generate from it.

Council Appointment- Frances Bouie

Clerk Nancy Wilson let the Board know the Elkhart Common Council appointed Frances Bouie to finish Ashley Martin's term. She will join the Lerner Board on January 8, 2025.

Bradley Tracey, Chief of Staff Mayor's Office

Bradley reminded everyone that tomorrow, December 12, 2024 is the Mayor's holiday open house her in the Council Chambers from 11:30-3:00 p.m. and the Board is invited as well as the public.

He let the Board know the funds have been approved and the contract is in place to begin the first phase of the Engineering study to replace the roof over the Crystall Ballroom at the Lerner. He told the Board he would make sure they are kept informed.

11. ADJOURNMENT

On motion by Jamie Arce seconded by Diana Lawson and carried 5-0, the Lerner Theatre Governing Board was adjourned at 10:58 a.m.

\_\_\_\_\_ Gary Boyn, President

Attest: \_\_\_\_\_ Nancy Wilson, Clerk of the Board



# The Lerner Theatre

To: The Lerner Governing Board

From: Nick Muller (Kruggel, Lawton and Co)

Subject: Notes regarding the November 30, 2024 Financial Statements

Attached are the year-to-date financial statements for The Lerner for the period ending November 30, 2024.

The net income from theatre operations only (shown as Gross Profit) at the end of the period is \$788,652, which is an increase of \$172,942 from the Gross Profit on last year's statement of \$615,710.

The year-to-date net income for all Lerner operations (including city expenses) at the end of the period is \$171,712 which is an improvement of \$200,967 from the net loss on last year's statement of (\$29,255).

On budgeted city Operational Expenses alone are under-budget by \$663,630 year-to-date.

Total Operational Expenses of \$1,616,809 were covered by a City contribution of \$744,954 (46%) and a Lerner contribution of \$871,855 (54%). This compares with last year's City contribution of 56% and the Lerner's contribution of 44%.

There were 11 shows and events in November that generated the following profit:

- Finding Nemo Jr - \$2,888.63
- Finding Nemo Jr PA Academy - \$4,311.84
- Taste of Ireland - \$11,263.49
- Swan Lake - \$13,549.14
- Jeremy Camp - \$16,308.39
- Ginger Billy - \$17,308.50
- ECS Slavic Masterworks - \$3,214.61
- Joe Gatto - \$15,155.70
- The Navigator - \$5,563.05
- The Nutcracker - \$5,651.42
- Oaklawn Auditions - \$1,382.44

# The Lerner Theatre

## Financial Analysis Through November 30, 2024

	<u>2024</u>		<u>2023</u>		<u>Diff</u>
<b><i>City Operational Expenses</i></b>					
Staff & Related	1,082,079		1,015,398		66,681
Other	<u>534,730</u>		<u>582,685</u>		<u>(47,955)</u>
Total Expenses to be Covered	1,616,809		1,598,083		18,726
Less: City Subsidy (Budgeted)	<u>916,667</u>		<u>870,833</u>		<u>45,833</u>
Net City Operational Expenses	700,142		727,250		(27,107)
<b><i>Lerner Box Office Operations</i></b>					
Income	942,763		812,053		130,710
COGS	<u>154,111</u>		<u>196,343</u>		<u>(42,232)</u>
Gross Profit (Loss)	788,652		615,710		172,942
Lerner Labor Expense	<u>83,203</u>		<u>82,285</u>		<u>918</u>
Lerner Contribution from Operations	871,855		697,994		173,860
<b><i>Additional Subsidy Sources</i></b>					
City Subsidy (Un-Budgeted)	-		29,255		
Lerner Excess Contribution	171,712		-		
<b>How the Operational Expenses Are Covered:</b>					
City Contribution	744,954	46%	900,089	56%	
Lerner Contribution	<u>871,855</u>	54%	<u>697,994</u>	44%	
Total Expenses to be Covered	1,616,809	100%	1,598,083	100%	



# The Lerner Theatre

## P&L - Total Theatre - Summary Comparison

January - November, 2024

	TOTAL			
	JAN - NOV, 2024	JAN - NOV, 2023 (PY)	CHANGE	% CHANGE
Income				
Theatre Income	942,762.65	812,052.69	130,709.96	16.10 %
<b>Total Income</b>	<b>\$942,762.65</b>	<b>\$812,052.69</b>	<b>\$130,709.96</b>	<b>16.10 %</b>
Cost of Goods Sold				
Cost of Sales	154,110.87	196,343.02	-42,232.15	-21.51 %
<b>Total Cost of Goods Sold</b>	<b>\$154,110.87</b>	<b>\$196,343.02</b>	<b>\$ -42,232.15</b>	<b>-21.51 %</b>
GROSS PROFIT	<b>\$788,651.78</b>	<b>\$615,709.67</b>	<b>\$172,942.11</b>	<b>28.09 %</b>
Expenses				
City Accts by Submission Date	1,616,809.05	1,598,082.89	18,726.16	1.17 %
<b>Total Expenses</b>	<b>\$1,616,809.05</b>	<b>\$1,598,082.89</b>	<b>\$18,726.16</b>	<b>1.17 %</b>
NET OPERATING INCOME	<b>\$ -828,157.27</b>	<b>\$ -982,373.22</b>	<b>\$154,215.95</b>	<b>15.70 %</b>
Other Expenses				
5000000 City Contribution Toward Budget	-916,666.63	-870,833.37	-45,833.26	-5.26 %
99998 Show Labor Exp Incl in Budget	-83,202.73	-82,284.60	-918.13	-1.12 %
<b>Total Other Expenses</b>	<b>\$ -999,869.36</b>	<b>\$ -953,117.97</b>	<b>\$ -46,751.39</b>	<b>-4.91 %</b>
NET OTHER INCOME	<b>\$999,869.36</b>	<b>\$953,117.97</b>	<b>\$46,751.39</b>	<b>4.91 %</b>
NET INCOME	<b>\$171,712.09</b>	<b>\$ -29,255.25</b>	<b>\$200,967.34</b>	<b>686.94 %</b>

# The Lerner Theatre

## P&L - Total Theatre - Detailed Comparison

January - November, 2024

	TOTAL			
	JAN - NOV, 2024	JAN - NOV, 2023 (PY)	CHANGE	% CHANGE
<b>Income</b>				
Theatre Income				
4000 Ticket Sales Collected	1,435,340.09	1,233,790.31	201,549.78	16.34 %
4001 Ticket Sales Due/Paid	-1,435,340.09	-1,233,790.31	-201,549.78	-16.34 %
4010 Facility Rental - Theatre	100,148.04	62,623.65	37,524.39	59.92 %
40200 Ticket Processing Fees	5,004.04	2,908.24	2,095.80	72.06 %
40201 Mailing Fee		1,260.00	-1,260.00	-100.00 %
40202 Phone Order Convenience Fee		1,546.00	-1,546.00	-100.00 %
40203 Historical Facility Fee	106,106.00	104,370.50	1,735.50	1.66 %
40204 Box Office Fee	77,677.05	58,530.30	19,146.75	32.71 %
40205 Blended Ticket Transaction Fee	24,378.48	58,621.70	-34,243.22	-58.41 %
40206 Web Ticket Fees	137,488.40	142,349.00	-4,860.60	-3.41 %
40208 Convenience Fees	139,076.45	98,678.00	40,398.45	40.94 %
<b>Total 40200 Ticket Processing Fees</b>	<b>489,730.42</b>	<b>468,263.74</b>	<b>21,466.68</b>	<b>4.58 %</b>
4050 Equipment Rental	31,704.50	28,620.00	3,084.50	10.78 %
4060 Outside Lighting & Advertising	-568.00	-715.16	147.16	20.58 %
4070 Catering	500.00	-414.00	914.00	220.77 %
4080 Concessions Commissions	4,735.90	2,262.11	2,473.79	109.36 %
4090 Merchandise Commissions	9,539.34	3,017.00	6,522.34	216.19 %
4129 Contributions - FOL Volunteers		110.00	-110.00	-100.00 %
4130 Grants & Other Funding	10,000.00		10,000.00	
4140 Miscellaneous Income	21,105.69	8,896.66	12,209.03	137.23 %
Event Labor				
4030 Stagehands, Etc.	56,263.74	45,982.12	10,281.62	22.36 %
4040 Front of House	28,942.37	28,010.32	932.05	3.33 %
<b>Total Event Labor</b>	<b>85,206.11</b>	<b>73,992.44</b>	<b>11,213.67</b>	<b>15.16 %</b>
Non-Ticketed Event Revenue				
41314 Crystal Ballroom Events	190,660.65	165,396.25	25,264.40	15.28 %
<b>Total Non-Ticketed Event Revenue</b>	<b>190,660.65</b>	<b>165,396.25</b>	<b>25,264.40</b>	<b>15.28 %</b>
<b>Total Theatre Income</b>	<b>942,762.65</b>	<b>812,052.69</b>	<b>130,709.96</b>	<b>16.10 %</b>
<b>Total Income</b>	<b>\$942,762.65</b>	<b>\$812,052.69</b>	<b>\$130,709.96</b>	<b>16.10 %</b>
Cost of Goods Sold				
Cost of Sales				
5025 Merchant Ticket Fees	54,142.50	64,068.25	-9,925.75	-15.49 %
5030 Ticket CC Processing Expense	83,921.40	59,777.72	24,143.68	40.39 %



# The Lerner Theatre

## P&L - Total Theatre - Detailed Comparison

January - November, 2024

	TOTAL			
	JAN - NOV, 2024	JAN - NOV, 2023 (PY)	CHANGE	% CHANGE
5035 Merchant Account Fees	-67,355.90	-10,542.44	-56,813.46	-538.90 %
5080 Advertising Expense	200.00	150.00	50.00	33.33 %
5110 Merchandise Expense		604.81	-604.81	-100.00 %
Direct Labor - Events				
5050 Stage Labor	59,471.39	61,796.75	-2,325.36	-3.76 %
5060 Front of House Labor	23,731.48	20,487.93	3,243.55	15.83 %
<b>Total Direct Labor - Events</b>	<b>83,202.87</b>	<b>82,284.68</b>	<b>918.19</b>	<b>1.12 %</b>
<b>Total Cost of Sales</b>	<b>154,110.87</b>	<b>196,343.02</b>	<b>-42,232.15</b>	<b>-21.51 %</b>
<b>Total Cost of Goods Sold</b>	<b>\$154,110.87</b>	<b>\$196,343.02</b>	<b>\$ -42,232.15</b>	<b>-21.51 %</b>
GROSS PROFIT	<b>\$788,651.78</b>	<b>\$615,709.67</b>	<b>\$172,942.11</b>	<b>28.09 %</b>
Expenses				
City Accts by Submission Date				
Capital Outlay				
4420400 Building & Structure	3,975.00	16,454.38	-12,479.38	-75.84 %
4440100 Furniture & Fixtures		75,435.00	-75,435.00	-100.00 %
4440500 Other Equipment-Capital Expense	33,720.42	54,532.92	-20,812.50	-38.17 %
<b>Total Capital Outlay</b>	<b>37,695.42</b>	<b>146,422.30</b>	<b>-108,726.88</b>	<b>-74.26 %</b>
Other Services/Charges				
4310400 Professional Services	70,712.00	35,624.27	35,087.73	98.49 %
4320300 Travel	4,506.02	3,554.61	951.41	26.77 %
4320400 Telephone/Communications	21,513.86	18,147.81	3,366.05	18.55 %
4330300 Advertising/Marketing	41,560.29	64,737.35	-23,177.06	-35.80 %
4330301 Promotions	654.77	1,854.24	-1,199.47	-64.69 %
4340200 Liability Insurance	28,150.00	56,300.00	-28,150.00	-50.00 %
4350100 Electricity	121,590.41	106,512.22	15,078.19	14.16 %
4350200 Natural Gas	10,207.74	10,824.51	-616.77	-5.70 %
4350400 Water & Sewer	2,655.67	2,365.76	289.91	12.25 %
4360100 Repairs & Maintenance-Building	84,116.90	81,084.54	3,032.36	3.74 %
4360200 Equipment Repair		3,878.50	-3,878.50	-100.00 %
4370200 Equipment Leases	735.28	654.23	81.05	12.39 %
4390200 Postage	756.42	1,452.31	-695.89	-47.92 %
4390300 Subscriptions	25,929.63	3,378.67	22,550.96	667.45 %
4390800 Memberships & Dues	1,636.00	1,855.88	-219.88	-11.85 %
4390910 Education	13,194.19	15,176.92	-1,982.73	-13.06 %
4390912 Contract Services	26,766.36		26,766.36	
<b>Total Other Services/Charges</b>	<b>454,685.54</b>	<b>407,401.82</b>	<b>47,283.72</b>	<b>11.61 %</b>

# The Lerner Theatre

## P&L - Total Theatre - Detailed Comparison

January - November, 2024

	TOTAL			
	JAN - NOV, 2024	JAN - NOV, 2023 (PY)	CHANGE	% CHANGE
<b>Personnel Services</b>				
4110130 Full Time	700,102.17	658,614.70	41,487.47	6.30 %
4110150 Part Time	127,726.66	109,178.54	18,548.12	16.99 %
4110160 Overtime Wages	953.61	647.96	305.65	47.17 %
4130100 Employer's Social Security	49,826.17	45,746.56	4,079.61	8.92 %
4130200 Employer's Medicare	11,652.95	10,698.65	954.30	8.92 %
4130300 Employer's PERF	98,896.28	93,019.63	5,876.65	6.32 %
4130500 Employer's Group & Life	92,921.49	97,492.03	-4,570.54	-4.69 %
<b>Total Personnel Services</b>	<b>1,082,079.33</b>	<b>1,015,398.07</b>	<b>66,681.26</b>	<b>6.57 %</b>
<b>Supplies</b>				
4210200 Stationary & Print	440.53	821.42	-380.89	-46.37 %
4210500 Office Supplies	1,891.09	1,641.26	249.83	15.22 %
4220150 Operating Supplies	13,202.00	8,893.73	4,308.27	48.44 %
4220310 Household, Laundry	10,130.97	6,553.83	3,577.14	54.58 %
4230200 Repair Parts	3,412.95	4,167.48	-754.53	-18.11 %
4230300 Small Tools/Minor Equipment	13,271.22	6,782.98	6,488.24	95.65 %
<b>Total Supplies</b>	<b>42,348.76</b>	<b>28,860.70</b>	<b>13,488.06</b>	<b>46.74 %</b>
<b>Total City Accts by Submission Date</b>	<b>1,616,809.05</b>	<b>1,598,082.89</b>	<b>18,726.16</b>	<b>1.17 %</b>
<b>Total Expenses</b>	<b>\$1,616,809.05</b>	<b>\$1,598,082.89</b>	<b>\$18,726.16</b>	<b>1.17 %</b>
<b>NET OPERATING INCOME</b>	<b>\$ -828,157.27</b>	<b>\$ -982,373.22</b>	<b>\$154,215.95</b>	<b>15.70 %</b>
<b>Other Expenses</b>				
5000000 City Contribution Toward Budget	-916,666.63	-870,833.37	-45,833.26	-5.26 %
99998 Show Labor Exp Incl in Budget	-83,202.73	-82,284.60	-918.13	-1.12 %
<b>Total Other Expenses</b>	<b>\$ -999,869.36</b>	<b>\$ -953,117.97</b>	<b>\$ -46,751.39</b>	<b>-4.91 %</b>
<b>NET OTHER INCOME</b>	<b>\$999,869.36</b>	<b>\$953,117.97</b>	<b>\$46,751.39</b>	<b>4.91 %</b>
<b>NET INCOME</b>	<b>\$171,712.09</b>	<b>\$ -29,255.25</b>	<b>\$200,967.34</b>	<b>686.94 %</b>



# The Lerner Theatre

## Budget vs. Actuals: FY\_2024 - FY24 P&L

January - November, 2024

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Income			
<b>Total Income</b>			<b>\$0.00</b>
GROSS PROFIT	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Expenses			
City Accts by Submission Date			
Capital Outlay			
4420400 Building & Structure	3,975.00	183,333.37	-179,358.37
4440100 Furniture & Fixtures		3,002.12	-3,002.12
4440500 Other Equipment-Capital Expense	33,720.42	84,393.10	-50,672.68
<b>Total Capital Outlay</b>	<b>37,695.42</b>	<b>270,728.59</b>	<b>-233,033.17</b>
Other Services/Charges			
4310400 Professional Services	70,712.00	39,141.63	31,570.37
4320300 Travel	4,506.02	12,558.37	-8,052.35
4320400 Telephone/Communications	21,513.86	23,050.50	-1,536.64
4330300 Advertising/Marketing	41,560.29	64,313.37	-22,753.08
4330301 Promotions	654.77	4,583.37	-3,928.60
4340200 Liability Insurance	28,150.00	51,608.37	-23,458.37
4350100 Electricity	121,590.41	124,630.00	-3,039.59
4350200 Natural Gas	10,207.74	18,654.13	-8,446.39
4350400 Water & Sewer	2,655.67	3,226.63	-570.96
4360100 Repairs & Maintenance-Building	84,116.90	144,831.50	-60,714.60
4360200 Equipment Repair		1,833.37	-1,833.37
4370200 Equipment Leases	735.28	2,933.37	-2,198.09
4390200 Postage	756.42	1,283.37	-526.95
4390300 Subscriptions	25,929.63	2,715.13	23,214.50
4390800 Memberships & Dues	1,636.00	1,590.38	45.62
4390900 Other Services & Charges	0.00	45,833.37	-45,833.37
4390910 Education	13,194.19	28,004.13	-14,809.94
4390912 Contract Services	26,766.36	8,158.37	18,607.99
4390930 Processing Fees		46,750.00	-46,750.00
<b>Total Other Services/Charges</b>	<b>454,685.54</b>	<b>625,699.36</b>	<b>-171,013.82</b>
Personnel Services			
4110130 Full Time	700,102.17	782,100.00	-81,997.83
4110150 Part Time	127,726.66	207,166.63	-79,439.97
4110160 Overtime Wages	953.61	5,316.63	-4,363.02
4130100 Employer's Social Security	49,826.17	61,691.63	-11,865.46
4130200 Employer's Medicare	11,652.95	14,483.37	-2,830.42
4130300 Employer's PERF	98,896.28	113,483.37	-14,587.09
4130500 Employer's Group & Life	92,921.49	139,700.00	-46,778.51
<b>Total Personnel Services</b>	<b>1,082,079.33</b>	<b>1,323,941.63</b>	<b>-241,862.30</b>
Supplies			
4210200 Stationary & Print	440.53	870.87	-430.34

# The Lerner Theatre

## Budget vs. Actuals: FY\_2024 - FY24 P&L

January - November, 2024

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
4210500 Office Supplies	1,891.09	4,125.00	-2,233.91
4220150 Operating Supplies	13,202.00	24,548.15	-11,346.15
4220310 Household, Laundry	10,130.97	8,708.37	1,422.60
4230200 Repair Parts	3,412.95	3,850.00	-437.05
4230300 Small Tools/Minor Equipment	13,271.22	17,966.63	-4,695.41
<b>Total Supplies</b>	<b>42,348.76</b>	<b>60,069.02</b>	<b>-17,720.26</b>
<b>Total City Accts by Submission Date</b>	<b>1,616,809.05</b>	<b>2,280,438.60</b>	<b>-663,629.55</b>
<b>Total Expenses</b>	<b>\$1,616,809.05</b>	<b>\$2,280,438.60</b>	<b>\$ -663,629.55</b>
NET OPERATING INCOME	\$ -1,616,809.05	\$ -2,280,438.60	\$663,629.55
Other Expenses			
5000000 City Contribution Toward Budget	-916,666.63	-916,666.63	0.00
<b>Total Other Expenses</b>	<b>\$ -916,666.63</b>	<b>\$ -916,666.63</b>	<b>\$0.00</b>
NET OTHER INCOME	<b>\$916,666.63</b>	<b>\$916,666.63</b>	<b>\$0.00</b>
NET INCOME	<b>\$ -700,142.42</b>	<b>\$ -1,363,771.97</b>	<b>\$663,629.55</b>



The Lerner Theatre  
Premier Arts: Finding Nemo Jr.  
All Dates

	TOTAL
<b>Income</b>	
Theatre Income	
4000 Ticket Sales Collected	15,210.00
4001 Ticket Sales Due/Paid	-15,210.00
4010 Facility Rental - Theatre	1,375.00
40200 Ticket Processing Fees	280.35
40203 Historical Facility Fee	2,403.00
40204 Box Office Fee	760.50
40206 Web Ticket Fees	963.05
40208 Convenience Fees	1,602.00
<b>Total 40200 Ticket Processing Fees</b>	<b>6,008.90</b>
4140 Miscellaneous Income	406.15
Event Labor	
4030 Stagehands, Etc.	637.00
4040 Front of House	396.00
<b>Total Event Labor</b>	<b>1,033.00</b>
<b>Total Theatre Income</b>	<b>8,823.05</b>
<b>Total Income</b>	<b>\$8,823.05</b>
Cost of Goods Sold	
Cost of Sales	
5025 Merchant Ticket Fees	3,003.75
5030 Ticket CC Processing Expense	744.04
Direct Labor - Events	
5050 Stage Labor	1,844.74
5060 Front of House Labor	341.89
<b>Total Direct Labor - Events</b>	<b>2,186.63</b>
<b>Total Cost of Sales</b>	<b>5,934.42</b>
<b>Total Cost of Goods Sold</b>	<b>\$5,934.42</b>
<b>GROSS PROFIT</b>	<b>\$2,888.63</b>
Expenses	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$2,888.63</b>
<b>NET INCOME</b>	<b>\$2,888.63</b>

The Lerner Theatre  
Premier Arts: Finding Nemo Jr. Academy  
All Dates

	TOTAL
<b>Income</b>	
Theatre Income	
4000 Ticket Sales Collected	11,560.00
4001 Ticket Sales Due/Paid	-11,560.00
4010 Facility Rental - Theatre	1,100.00
40200 Ticket Processing Fees	439.25
40203 Historical Facility Fee	3,765.00
40204 Box Office Fee	578.00
40206 Web Ticket Fees	397.45
40208 Convenience Fees	2,975.00
<b>Total 40200 Ticket Processing Fees</b>	<b>8,154.70</b>
4140 Miscellaneous Income	356.30
Event Labor	
4030 Stagehands, Etc.	514.00
4040 Front of House	392.00
<b>Total Event Labor</b>	<b>906.00</b>
<b>Total Theatre Income</b>	<b>10,517.00</b>
<b>Total Income</b>	<b>\$10,517.00</b>
<b>Cost of Goods Sold</b>	
Cost of Sales	
5025 Merchant Ticket Fees	4,706.25
5030 Ticket CC Processing Expense	609.80
Direct Labor - Events	
5050 Stage Labor	556.32
5060 Front of House Labor	332.79
<b>Total Direct Labor - Events</b>	<b>889.11</b>
<b>Total Cost of Sales</b>	<b>6,205.16</b>
<b>Total Cost of Goods Sold</b>	<b>\$6,205.16</b>
<b>GROSS PROFIT</b>	<b>\$4,311.84</b>
<b>Expenses</b>	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$4,311.84</b>
<b>NET INCOME</b>	<b>\$4,311.84</b>



# The Lerner Theatre

## Pace Live Venues's: Taste Of Ireland

All Dates

	TOTAL
<b>Income</b>	
Theatre Income	
4000 Ticket Sales Collected	36,015.00
4001 Ticket Sales Due/Paid	-36,015.00
4010 Facility Rental - Theatre	1,575.00
40200 Ticket Processing Fees	219.80
40203 Historical Facility Fee	1,884.00
40204 Box Office Fee	2,150.75
40206 Web Ticket Fees	2,651.85
40208 Convenience Fees	4,866.00
<b>Total 40200 Ticket Processing Fees</b>	<b>11,772.40</b>
4050 Equipment Rental	975.00
4140 Miscellaneous Income	601.35
Event Labor	
4030 Stagehands, Etc.	970.50
4040 Front of House	456.00
<b>Total Event Labor</b>	<b>1,426.50</b>
<b>Total Theatre Income</b>	<b>16,350.25</b>
<b>Total Income</b>	<b>\$16,350.25</b>
Cost of Goods Sold	
Cost of Sales	
5025 Merchant Ticket Fees	2,355.00
5030 Ticket CC Processing Expense	1,640.09
Direct Labor - Events	
5050 Stage Labor	760.83
5060 Front of House Labor	330.84
<b>Total Direct Labor - Events</b>	<b>1,091.67</b>
<b>Total Cost of Sales</b>	<b>5,086.76</b>
<b>Total Cost of Goods Sold</b>	<b>\$5,086.76</b>
<b>GROSS PROFIT</b>	<b>\$11,263.49</b>
Expenses	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$11,263.49</b>
<b>NET INCOME</b>	<b>\$11,263.49</b>

The Lerner Theatre  
Gorskaya-Hartwick Prod.'s: Swan Lake  
All Dates

	TOTAL
<b>Income</b>	
Theatre Income	
4000 Ticket Sales Collected	46,413.20
4001 Ticket Sales Due/Paid	-46,413.20
4010 Facility Rental - Theatre	1,575.00
40200 Ticket Processing Fees	262.85
40203 Historical Facility Fee	2,253.00
40204 Box Office Fee	2,670.66
40206 Web Ticket Fees	5,558.75
40208 Convenience Fees	3,016.00
<b>Total 40200 Ticket Processing Fees</b>	<b>13,761.26</b>
4050 Equipment Rental	975.00
4090 Merchandise Commissions	656.00
4140 Miscellaneous Income	601.95
Event Labor	
4030 Stagehands, Etc.	2,638.50
4040 Front of House	484.50
<b>Total Event Labor</b>	<b>3,123.00</b>
<b>Total Theatre Income</b>	<b>20,692.21</b>
<b>Total Income</b>	<b>\$20,692.21</b>
Cost of Goods Sold	
Cost of Sales	
5025 Merchant Ticket Fees	2,816.25
5030 Ticket CC Processing Expense	2,023.84
Direct Labor - Events	
5050 Stage Labor	1,950.10
5060 Front of House Labor	352.88
<b>Total Direct Labor - Events</b>	<b>2,302.98</b>
<b>Total Cost of Sales</b>	<b>7,143.07</b>
<b>Total Cost of Goods Sold</b>	<b>\$7,143.07</b>
<b>GROSS PROFIT</b>	<b>\$13,549.14</b>
Expenses	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$13,549.14</b>
<b>NET INCOME</b>	<b>\$13,549.14</b>



# The Lerner Theatre

48 Live: Jeremy Camp

All Dates

	TOTAL
Income	
Theatre Income	
4000 Ticket Sales Collected	45,799.50
4001 Ticket Sales Due/Paid	-45,799.50
4010 Facility Rental - Theatre	1,175.00
40200 Ticket Processing Fees	406.35
40203 Historical Facility Fee	3,483.00
40204 Box Office Fee	2,576.23
40206 Web Ticket Fees	6,209.75
40208 Convenience Fees	7,375.00
<b>Total 40200 Ticket Processing Fees</b>	<b>20,050.33</b>
4050 Equipment Rental	700.00
4140 Miscellaneous Income	721.90
Event Labor	
4030 Stagehands, Etc.	1,867.00
4040 Front of House	720.00
<b>Total Event Labor</b>	<b>2,587.00</b>
<b>Total Theatre Income</b>	<b>25,234.23</b>
<b>Total Income</b>	<b>\$25,234.23</b>
Cost of Goods Sold	
Cost of Sales	
5025 Merchant Ticket Fees	4,353.75
5030 Ticket CC Processing Expense	2,596.38
Direct Labor - Events	
5050 Stage Labor	1,356.93
5060 Front of House Labor	618.78
<b>Total Direct Labor - Events</b>	<b>1,975.71</b>
<b>Total Cost of Sales</b>	<b>8,925.84</b>
<b>Total Cost of Goods Sold</b>	<b>\$8,925.84</b>
<b>GROSS PROFIT</b>	<b>\$16,308.39</b>
Expenses	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$16,308.39</b>
<b>NET INCOME</b>	<b>\$16,308.39</b>

The Lerner Theatre  
 Outback Concerts: Ginger Billy  
 All Dates

	TOTAL
<b>Income</b>	
Theatre Income	
4000 Ticket Sales Collected	43,579.95
4001 Ticket Sales Due/Paid	-43,579.95
4010 Facility Rental - Theatre	1,575.00
40200 Ticket Processing Fees	367.85
40203 Historical Facility Fee	3,153.00
40204 Box Office Fee	4,012.59
40206 Web Ticket Fees	5,707.85
40208 Convenience Fees	6,991.00
<b>Total 40200 Ticket Processing Fees</b>	<b>20,232.29</b>
4050 Equipment Rental	1,050.00
4140 Miscellaneous Income	631.20
Event Labor	
4030 Stagehands, Etc.	514.75
4040 Front of House	465.50
<b>Total Event Labor</b>	<b>980.25</b>
<b>Total Theatre Income</b>	<b>24,468.74</b>
<b>Total Income</b>	<b>\$24,468.74</b>
Cost of Goods Sold	
Cost of Sales	
5025 Merchant Ticket Fees	3,941.25
5030 Ticket CC Processing Expense	2,434.55
Direct Labor - Events	
5050 Stage Labor	423.58
5060 Front of House Labor	360.86
<b>Total Direct Labor - Events</b>	<b>784.44</b>
<b>Total Cost of Sales</b>	<b>7,160.24</b>
<b>Total Cost of Goods Sold</b>	<b>\$7,160.24</b>
<b>GROSS PROFIT</b>	<b>\$17,308.50</b>
Expenses	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$17,308.50</b>
<b>NET INCOME</b>	<b>\$17,308.50</b>



# The Lerner Theatre

## Elkhart County Symphony: Slavic Masterworks 2024

All Dates

	TOTAL
<b>Income</b>	
Theatre Income	
4000 Ticket Sales Collected	6,256.35
4001 Ticket Sales Due/Paid	-6,256.35
4010 Facility Rental - Theatre	1,373.00
40200 Ticket Processing Fees	106.40
40203 Historical Facility Fee	912.00
40204 Box Office Fee	312.82
40206 Web Ticket Fees	228.90
40208 Convenience Fees	905.80
<b>Total 40200 Ticket Processing Fees</b>	<b>2,465.92</b>
4050 Equipment Rental	600.00
4140 Miscellaneous Income	34.95
Event Labor	
4030 Stagehands, Etc.	897.00
4040 Front of House	259.00
<b>Total Event Labor</b>	<b>1,156.00</b>
<b>Total Theatre Income</b>	<b>5,629.87</b>
<b>Total Income</b>	<b>\$5,629.87</b>
Cost of Goods Sold	
Cost of Sales	
5025 Merchant Ticket Fees	1,140.00
5030 Ticket CC Processing Expense	247.75
Direct Labor - Events	
5050 Stage Labor	772.30
5060 Front of House Labor	255.21
<b>Total Direct Labor - Events</b>	<b>1,027.51</b>
<b>Total Cost of Sales</b>	<b>2,415.26</b>
<b>Total Cost of Goods Sold</b>	<b>\$2,415.26</b>
<b>GROSS PROFIT</b>	<b>\$3,214.61</b>
Expenses	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$3,214.61</b>
<b>NET INCOME</b>	<b>\$3,214.61</b>

The Lerner Theatre  
 Outback Concerts: Joe Gatto 2024  
 All Dates

	TOTAL
<b>Income</b>	
Theatre Income	
4000 Ticket Sales Collected	57,230.99
4001 Ticket Sales Due/Paid	-57,230.99
4010 Facility Rental - Theatre	1,575.00
40200 Ticket Processing Fees	378.35
40203 Historical Facility Fee	3,243.00
40204 Box Office Fee	2,354.38
40206 Web Ticket Fees	6,172.10
40208 Convenience Fees	6,418.00
<b>Total 40200 Ticket Processing Fees</b>	<b>18,565.83</b>
4050 Equipment Rental	800.00
4090 Merchandise Commissions	-35.00
4140 Miscellaneous Income	646.05
Event Labor	
4030 Stagehands, Etc.	798.75
4040 Front of House	641.25
<b>Total Event Labor</b>	<b>1,440.00</b>
<b>Total Theatre Income</b>	<b>22,991.88</b>
<b>Total Income</b>	<b>\$22,991.88</b>
<b>Cost of Goods Sold</b>	
Cost of Sales	
5025 Merchant Ticket Fees	4,053.75
5030 Ticket CC Processing Expense	2,707.12
Direct Labor - Events	
5050 Stage Labor	632.43
5060 Front of House Labor	442.88
<b>Total Direct Labor - Events</b>	<b>1,075.31</b>
<b>Total Cost of Sales</b>	<b>7,836.18</b>
<b>Total Cost of Goods Sold</b>	<b>\$7,836.18</b>
<b>GROSS PROFIT</b>	<b>\$15,155.70</b>
<b>Expenses</b>	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$15,155.70</b>
<b>NET INCOME</b>	<b>\$15,155.70</b>



The Lerner Theatre  
City of Elkhart: The Navigator  
All Dates

	TOTAL
Income	
Theatre Income	
4010 Facility Rental - Theatre	300.00
4070 Catering	-4,368.00
4130 Grants & Other Funding	10,000.00
Event Labor	
4030 Stagehands, Etc.	145.56
4040 Front of House	102.85
<b>Total Event Labor</b>	<b>248.41</b>
<b>Total Theatre Income</b>	<b>6,180.41</b>
<b>Total Income</b>	<b>\$6,180.41</b>
Cost of Goods Sold	
Cost of Sales	
Direct Labor - Events	
5050 Stage Labor	385.54
5060 Front of House Labor	231.82
<b>Total Direct Labor - Events</b>	<b>617.36</b>
<b>Total Cost of Sales</b>	<b>617.36</b>
<b>Total Cost of Goods Sold</b>	<b>\$617.36</b>
<b>GROSS PROFIT</b>	<b>\$5,563.05</b>
Expenses	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$5,563.05</b>
<b>NET INCOME</b>	<b>\$5,563.05</b>

The Lerner Theatre  
 TuTu School's: Nutcracker Tea Party  
 All Dates

	TOTAL
<b>Income</b>	
Theatre Income	
4000 Ticket Sales Collected	11,595.00
4001 Ticket Sales Due/Paid	-11,595.00
4010 Facility Rental - Theatre	1,560.00
40200 Ticket Processing Fees	168.70
40203 Historical Facility Fee	1,446.00
40204 Box Office Fee	929.75
40206 Web Ticket Fees	960.45
40208 Convenience Fees	1,958.00
<b>Total 40200 Ticket Processing Fees</b>	<b>5,462.90</b>
4050 Equipment Rental	700.00
4140 Miscellaneous Income	306.00
Event Labor	
4030 Stagehands, Etc.	1,133.00
4040 Front of House	316.00
<b>Total Event Labor</b>	<b>1,449.00</b>
<b>Total Theatre Income</b>	<b>9,477.90</b>
<b>Total Income</b>	<b>\$9,477.90</b>
Cost of Goods Sold	
Cost of Sales	
5025 Merchant Ticket Fees	1,807.50
5030 Ticket CC Processing Expense	587.16
Direct Labor - Events	
5050 Stage Labor	1,160.25
5060 Front of House Labor	271.57
<b>Total Direct Labor - Events</b>	<b>1,431.82</b>
<b>Total Cost of Sales</b>	<b>3,826.48</b>
<b>Total Cost of Goods Sold</b>	<b>\$3,826.48</b>
<b>GROSS PROFIT</b>	<b>\$5,651.42</b>
Expenses	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
<b>NET OPERATING INCOME</b>	<b>\$5,651.42</b>
<b>NET INCOME</b>	<b>\$5,651.42</b>



# The Lerner Theatre

## Oaklawn Auditions 2024

All Dates

	TOTAL
Income	
Theatre Income	
4010 Facility Rental - Theatre	1,175.00
4050 Equipment Rental	250.00
Event Labor	
4030 Stagehands, Etc.	600.00
<b>Total Event Labor</b>	<b>600.00</b>
<b>Total Theatre Income</b>	<b>2,025.00</b>
<b>Total Income</b>	<b>\$2,025.00</b>
Cost of Goods Sold	
Cost of Sales	
Direct Labor - Events	
5050 Stage Labor	642.56
<b>Total Direct Labor - Events</b>	<b>642.56</b>
<b>Total Cost of Sales</b>	<b>642.56</b>
<b>Total Cost of Goods Sold</b>	<b>\$642.56</b>
GROSS PROFIT	<b>\$1,382.44</b>
Expenses	
Hourly Costs	0.00
<b>Total Expenses</b>	<b>\$0.00</b>
NET OPERATING INCOME	<b>\$1,382.44</b>
NET INCOME	<b>\$1,382.44</b>

# LERNER THEATRE GOVERNING BOARD

## CLAIM AND ALLOWANCE DOCKET

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND INVOICES OR BILLS ATTACHED THERETO ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6. I ALSO HEREBY CERTIFY THAT THESE VOUCHERS AND INVOICES REPRESENT GOODS AND/OR SERVICES THAT ARE FOR THE BENEFIT OF THE CITY OF ELKHART AND THAT APPROPRIATIONS FOR THESE EXPENDITURES HAVE BEEN DULY MADE OR OTHERWISE AUTHORIZED BY THE CITY COUNCIL AND OTHER APPROPRIATE AUTHORITY.

January 6

,2025



JAMIE ARCE - CONTROLLER

IN RELIANCE ON THE ABOVE CERTIFICATION, CLAIMS IN THE TOTAL AMOUNT OF **\$96,364.63** AS LISTED ON THE REGISTER ATTACHED HERETO **CONSISTING OF 4 PAGES**, ARE HEREBY APPROVED EXCLUDING ANY CLAIMS WITHHELD AS SHOWN ON THE SEPARATE SUMMARY OF PENDING CLAIMS.

**EXECUTED THIS 8TH DAY OF JANUARY 2025 BY:**

PRESIDENT

\_\_\_\_\_  
GARY BOYN

VICE PRESIDENT

\_\_\_\_\_  
DINA HARRIS

TREASURER

\_\_\_\_\_  
DALLAS BERGL

MEMBER

\_\_\_\_\_  
FRANCES BOUIE

MEMBER

\_\_\_\_\_  
DIANA LAWSON

MEMBER

\_\_\_\_\_  
JAMIE ARCE

MEMBER

\_\_\_\_\_  
CARRIE BERGHOFF

**ORIGINAL COPY MUST BE RETAINED IN THE CONTROLLER'S OFFICE**





Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 2511 - LERNER THEATRE</b>					
FOX VALLEY CONTRACTORS LL	22-6936	01/08/2025	Work on outside of building	2511-5-502-4360100	14,800.00
PETTY CASH /SARAH MACER	8.7-11.6.2024	01/08/2025	Petty cash-replenish-candy an	2511-5-502-4220150	112.66
JAMES A CONWAY	1005A	01/08/2025	Monthly fee	2511-5-502-4310400	15,000.00
JAMES A CONWAY	1001A	01/08/2025	Monthly expense reimbursem	2511-5-502-4310400	1,000.12
JAMES A CONWAY	1002A	01/08/2025	Monthly expense reimbursem	2511-5-502-4310400	1,122.55
JAMES A CONWAY	1003A	01/08/2025	Monthly expense reimbursem	2511-5-502-4310400	998.29
JAMES A CONWAY	1004A	01/08/2025	Monthly expense reimbursem	2511-5-502-4310400	893.98
AMAZON CAPITAL SERVICES I	144N-DKC9-3TMC	01/08/2025	Zurn Wilkins RK34-975XLC 3/4	2511-5-502-4210500	85.49
AMAZON CAPITAL SERVICES I	144N-DKC9-3TMC	01/08/2025	Zurn Wilkins RK34-975XLC 3/4	2511-5-502-4230200	404.46
SHOFF SECURITY SERVICES , I	154058	01/08/2025	Monthly monitoring of Burgla	2511-5-502-4390912	122.00
KALAMAZOO SANITARY SUPPL	1637783	01/08/2025	Hydrogen Peroxide Cleaner, s	2511-5-502-4220310	126.43
AMAZON CAPITAL SERVICES I	1HP6-1TRK-33FJ	01/08/2025	Coastwide Professional Liquid	2511-5-502-4220310	18.44
AMAZON CAPITAL SERVICES I	1V1X-7VJ9-JF1Q	01/08/2025	Spartan Foamy Q&A-1 Case(4	2511-5-502-4220310	129.87
SESAC, INC	2025	01/08/2025	Annual Performance License F	2511-5-502-4390300	1,982.00
LEAGUE OF HISTORIC AMERIC	300000526	01/08/2025	2025 Annual Dues LHAT Mem	2511-5-502-4390800	650.00
KRUGGEL, LAWTON & COMPA	381656	01/08/2025	Accounting invoice for service	2511-5-502-4310400	3,850.00
KRUGGEL, LAWTON & COMPA	382936	01/08/2025	Accounting invoice for service	2511-5-502-4310400	4,450.00
PRINTED BY ERIK, INC	49442	01/08/2025	A Frame Sign Inserts w/Velcro	2511-5-502-4220150	248.27
RICOH USA, INC	5070735450	01/08/2025	Copier December 2024 Color	2511-5-502-4370200	110.93
Menard, INC	62013	01/08/2025	Sylvania 32-Wtt Equivalent 48	2511-5-502-4220310	95.88
Menard, INC	68261	01/08/2025	Venom L/XL Powder-Free Viny	2511-5-502-4220310	-21.76
Menard, INC	68261	01/08/2025	Venom L/XL Powder-Free Viny	2511-5-502-4220310	147.54
Menard, INC	68261	01/08/2025	Venom L/XL Powder-Free Viny	2511-5-502-4230200	104.43
Menard, INC	68261	01/08/2025	Venom L/XL Powder-Free Viny	2511-5-502-4230200	-25.97
Menard, INC	68261	01/08/2025	Venom L/XL Powder-Free Viny	2511-5-502-4230300	26.26
Menard, INC	68261	01/08/2025	Venom L/XL Powder-Free Viny	2511-5-502-4360100	9.98
Menard, INC	68362	01/08/2025	Libman Blue Blend Mop Head	2511-5-502-4220310	149.44
Menard, INC	68612	01/08/2025	Rayovac High Energy C Alkalin	2511-5-502-4230200	-15.23
Menard, INC	68612	01/08/2025	Rayovac High Energy C Alkalin	2511-5-502-4230200	15.70
Menard, INC	68612	01/08/2025	Rayovac High Energy C Alkalin	2511-5-502-4230300	-8.40
Menard, INC	68612	01/08/2025	Rayovac High Energy C Alkalin	2511-5-502-4230300	41.12
Menard, INC	68758	01/08/2025	Blow Off Compressed Air Dust	2511-5-502-4210500	11.94
Menard, INC	68758	01/08/2025	Blow Off Compressed Air Dust	2511-5-502-4230200	26.92
Menard, INC	68758	01/08/2025	Blow Off Compressed Air Dust	2511-5-502-4230300	73.34
Menard, INC	69097	01/08/2025	Dutch Boy Base A Porch&Floo	2511-5-502-4230200	-6.71
Menard, INC	69097	01/08/2025	Dutch Boy Base A Porch&Floo	2511-5-502-4230200	6.71
Menard, INC	69097	01/08/2025	Dutch Boy Base A Porch&Floo	2511-5-502-4230300	84.82
Menard, INC	69097	01/08/2025	Dutch Boy Base A Porch&Floo	2511-5-502-4230300	-58.17
Menard, INC	69309	01/08/2025	Rust-Oleum Stain Battleship G	2511-5-502-4220150	23.88
Menard, INC	69309	01/08/2025	Rust-Oleum Stain Battleship G	2511-5-502-4230300	258.65
Menard, INC	69524	01/08/2025	Pro-Paintr 9" Paint Roller Tray	2511-5-502-4230200	27.99
Menard, INC	69524	01/08/2025	Pro-Paintr 9" Paint Roller Tray	2511-5-502-4230300	240.49
LITHOTONE INC	76736	01/08/2025	2024 Christmas Cards-240	2511-5-502-4220150	651.00
KONE INC	871567656	01/08/2025	Maintenance Period: 1/1-3/3	2511-5-502-4360100	1,608.03
WSJM, INC	IN-12407121889	01/08/2025	Sunny101.5"Ad spots for Ame	2511-5-502-4330300	1,000.00
WAGNER- MEINERT, LLC	SVC0050042	01/08/2025	11.13.2024:Arrived on site an	2511-5-502-4360100	389.00
WAGNER- MEINERT, LLC	SVC0050132	01/08/2025	11.22.2024:Looked at unit an	2511-5-502-4360100	1,128.00
WAGNER- MEINERT, LLC	SVC0050134	01/08/2025	11.22.2024: Arrived on site an	2511-5-502-4360100	1,856.00
SHERRY LYNN MAY	208	01/08/2025	Consulting Services as Interim	2511-5-502-4390912	2,500.00
SHERRY LYNN MAY	209	01/08/2025	Consulting Services as Interim	2511-5-502-4390912	10,000.00
<b>Fund 2511 - LERNER THEATRE Total:</b>					<b>66,446.37</b>
<b>Grand Total:</b>					<b>66,446.37</b>

**Fund Summary**

Fund	Expense Amount
2511 - LERNER THEATRE	66,446.37
<b>Grand Total:</b>	<b>66,446.37</b>

**Account Summary**

Account Number	Account Name	Expense Amount
2511-5-502-4210500	Office Supplies	97.43
2511-5-502-4220150	Operating Supplies	1,035.81
2511-5-502-4220310	Household, Laundry, & C	645.84
2511-5-502-4230200	Repair Parts	538.30
2511-5-502-4230300	Small Tools & Minor Equ	658.11
2511-5-502-4310400	Professional Services	27,314.94
2511-5-502-4330300	Advertising/marketing	1,000.00
2511-5-502-4360100	Repairs & Maint - Bldg	19,791.01
2511-5-502-4370200	Equipment Leases	110.93
2511-5-502-4390300	Subscriptions	1,982.00
2511-5-502-4390800	Membership & Dues	650.00
2511-5-502-4390912	Contract Services	12,622.00
<b>Grand Total:</b>	<b>66,446.37</b>	

**Project Account Summary**

Project Account Key	Expense Amount
**None**	66,446.37
<b>Grand Total:</b>	<b>66,446.37</b>



City of Elkhart

City of Elkhart

# Expense Approval Report

By Fund

Payment Dates 12/7/2024 - 1/5/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 2511 - LERNER THEATRE</b>					
TIMOTHY GARDNER	11.25.2024	12/13/2024	Employee Reimbursement: mi	2511-5-502-4320300	9.38
NORTHERN INDIANA PUBLIC S	INV0005950	12/13/2024	0517660086 410 S Main	2511-5-502-4350200	1,309.50
FRONTIER NORTH INC.	12.25.2024	01/03/2025	Elevator Line, Security Alarm	2511-5-502-4320400	146.00
INDIANA MICHIGAN POWER C	INV0006117	01/03/2025	04680727429 410 S Main	2511-5-502-4350100	11,264.25
ELKHART PUBLIC UTILITIES	INV0006118	01/03/2025	3148906100 410 S Main	2511-5-502-4350400	309.03
<b>Fund 2511 - LERNER THEATRE Total:</b>					<b>13,038.16</b>
<b>Fund: 8853 - LERNER THEATRE BOX OFFICE</b>					
CONSERVATORY OF DANCE IN	12.9.2024	12/13/2024	Final Settlement-Conservator	8853-5-502-4310101	6,356.55
SPORTS AND MEDIA CONSULT	EFT 12.11.2024	12/13/2024	Final Settlement- Rat Pack	8853-5-502-4310101	10,523.55
<b>Fund 8853 - LERNER THEATRE BOX OFFICE Total:</b>					<b>16,880.10</b>
<b>Grand Total:</b>					<b>29,918.26</b>



## Report Summary

### Fund Summary

Fund	Payment Amount
2511 - LERNER THEATRE	13,038.16
8853 - LERNER THEATRE BOX OFFICE	16,880.10
<b>Grand Total:</b>	<b>29,918.26</b>

### Account Summary

Account Number	Account Name	Payment Amount
2511-5-502-4320300	Travel	9.38
2511-5-502-4320400	Telephone & Communic	146.00
2511-5-502-4350100	Electricity	11,264.25
2511-5-502-4350200	Natural Gas	1,309.50
2511-5-502-4350400	Water & Sewer	309.03
8853-5-502-4310101	Show Closing	16,880.10
<b>Grand Total:</b>		<b>29,918.26</b>

### Project Account Summary

Project Account Key	Payment Amount
**None**	29,918.26
<b>Grand Total:</b>	<b>29,918.26</b>



# Lerner Theatre Board Report

## January 2025

Activity (January-March)	As % of 90 days	
18 Events	20%	Activity in theatre
8 Ticketed Events	9%	Ticketed events
4 Non-Ticketed Events	4%	Non-Ticketed events
6 Rehearsal Dates	7%	Rehearsal Space

Compare to 2024 Board Report Ticketed Events: 14

Compare to 2024 Board Report Non-Ticketed Events +Rehearsals: 12

### DIRECTOR OF EVENTS

PREPARED BY: SARAH MACER

#### Accomplished in December:

- The Facility Occupancy numbers were sent off to the city departments for those visiting The Lerner. Prism has been updated based off from conversations with Sherry, Blake and Scott and all three now have access to view this calendar.
- 100 year meetings are up and running and Deen and I will set up meetings for our individual committee in 2025 along with meetings with the full committee.
- Per usual, all of the usual tasks associated with my position have been completed; Show Closings sheets have been completed for each show and the show closing schedule for the month was sent to KL. I have meetings scheduled for the start of the year to work on some details within Prism to fine tune some of our practices

#### Updates for December:

##### Prism:

I have officially reached back out to our Prism representative to get some meetings scheduled for the upcoming year. Prism is our calendar app that we use in limited doses that I am excited to start using in a broader scope. They are working on collaborating with TicketMaster so we can have accurate counts on shows and, once all of our contracts and user fees are updated, we can plug those in and work on closings and over all show management. I'm hoping this will help me keep things streamlined and the rest of the team on board with information. This will take more than just a few months and officially I don't start these meetings until end of December but I'm excited nonetheless.



## **KultureCity:**

We are ready for Year 2 of KultureCity at The Lerner! I have been working with our KultureCity representatives to get the information and once everything is sent back I will loop in our team at The Lerner to continue their education. I am hoping to have all full time staff trained by the end of January and to have in person training sessions for any part-time or Volunteers that are interested this month.

## **Planning and Building Procedures:**

I've been working more with Sherry on setting up details for the future including scheduling some of our routine series like Lerner on the Lawn, The Silent Organ Series and Lunchtime Live. We are also working on potentially starting a movie series through the decades. I am working on a Floor Manager SOP or Manual of the sorts so any incoming managers will have a better idea of what to expect when they work a show. I've talked through some of the parts with a few staff that are "newer" to floor managing to have their opinions and thoughts on how to make the processes smoother for everyone.

## **Huge Thanks!!**

Thanks and a shout out to all of the departments that helped from Mike Lightner with Buildings and Grounds, Mike Szucs with Streets and Josh Holt for lining up a golf cart for transporting patrons with the roads closed. Erin Koons is always amazing to work with from the Controller's Office for last minute purchase help and Wayne Bias (Police) and Jamison Czarnecki (Parks) were great to work on patron safety outside the building. We appreciate all of the help and communication.

## **TECHNICAL AND FACILITIES DIRECTOR**

PREPARED BY: DEEN TUGGLE

### **Overview:**

As one chapter closes, another one opens. December started off extremely busy, with multiple back-to-back shows, stretching the tech department to the max. We started off the month by being the space for a new tour to do rehearsals and put their show together before holding their first-ever performance right on The Lerner stage. We then hosted a myriad of other events that led into a week of Premier Arts and Elf the musical! After twelve years of involvement with Premier Arts, I made my stage debut as Mr. Narwhal in Elf. It was a great way to cap off my year. We then hosted a wonderful performance by local legend, Celia Weiss, to end the year with a joyful rendition of Christmas classics on the mighty Kimball organ! With the typical winter downtime, I was able to take a much-needed break after a chaotic year and spent the past three weeks settling into my new home and enjoying time with family. I am looking forward to starting the year off fresh and in a new position, as your Director of Operations. I'm also looking forward to my assistant, Jacob, taking over as Technical Director, and leading him on to success in the coming months.

Accomplished in December:

- Technical assistance for shows.
- Stage debut.

Upcoming tasks:

- Transition to Director of Operations.
- Operations 2025 budget overview.
- Training and transitioning Jacob into TD.

## COMMUNICATIONS & MARKETING COORDINATOR

PREPARED BY: JENNA BROUILLETTE

We kicked off December with a final few weeks of fabulous events! Starting off the month, we hosted the Elkhart Municipal Band, followed by four national tours and a wonderful week of Premier Arts shows with Elf the Musical. Towards the end of the year, I've been working on items for the Lerner's 100<sup>th</sup> anniversary including marketing plans and historical research. We look forward to rebranding the website, socials, and all of our other documents with the 100 year branding throughout the next few weeks as well as focusing on other projects.

Here is a snapshot of The Lerner Theatre's Socials as of 12/31/24:

	October 2024	November 2024	December 2024	1-Month Change
Total Audience	36,591	36,835	37,003	0.3% Increase
Total Impressions	492,900	842,664	471,502	44% Decrease
Total Engagement	12,452	14,300	8,419	41.1% Decrease

**Additional Social Context:** *Beginning June 2024, The City of Elkhart announced the following regarding meetings and social platforms. "The City of Elkhart utilizes its Facebook pages to share information and engage with our constituents. We will continue to use all city pages with that goal in mind, however, commenting on future posts will not be allowed."*

As a City-Owned building, this policy affects our pages as well, effectively impacting show announcements, promotions, information sharing, and interaction with patrons (positive or negative). We are currently navigating this constraint and seeing significant long-term challenges to our social data as this limits engagement with our posts and impressions as well.

### Done in December

- Worked on developing Marketing plans for The Lerner and The Lerner Theatre 100<sup>th</sup> initiatives



- Continued as a liaison to the Lerner's 100 year celebration committees in the areas of History+Renovation and Communications
- Continued Lerner History Research and digital documentation of resources

#### Goals for January

- Finalize the 2025 Marketing Plan for The Lerner and Lerner Theatre 100<sup>th</sup> Anniversary
- Continue as a liaison to the Lerner's 100 year celebration committees in the areas of History+Renovation and Communications.
- Assist in the rebrand our information, website, and socials for the 100<sup>th</sup> Anniversary!

## MEDIA SPECIALIST

PREPARED BY: HOLLY COWAN

The month of December was very busy with shows and floor managing. I worked as lead floor manager for both Charlie Berens and the Night Ranger show. With the Night Ranger show there were a few questions that I've had with floor managing and different situations that have come up with our patrons, so I have been working with Sarah to get more comfortable and be sure I'm understanding all of our expectations to assist patrons better.

In December, we also worked with Premier Arts to get their season tickets on sale from our website. I worked with Kina and Brittany to help get season renewals and season tickets available on our account manager platform. Premier Arts had several requests to be able to renew their season tickets online so Brittany and I worked with our Ticketmaster representative to do this. I think the process has gone well and seems to be easy for users with the instructions that we collaborated on.

As we move into January there will be less emphasis on managing shows and I can begin to work on some other initiatives with marketing. Currently I've been working on creating some additional advertising pieces about becoming a volunteer with The Lerner and for tours of the building. With these marketing tasks we will also be redesigning several pieces to incorporate the new 100 Year branding that Eyedart has created.

#### Accomplishments in December

- Premier Arts season tickets were added to account manager and went on sale from our website
- Started implementing the new branding in our current marketing pieces

#### Upcoming Goals for January

- Create a new page for the website about our accessibility and work with Eyedart on redesigning our website



- New page for the website about artwork on display in The Lerner
- Ongoing – update The Lerner Website and Friends of The Lerner Website information
- Continue working with Eyedart on accessibility features for our websites
- Design a new Know Before You Go social graphic and email
- Create some advertising pieces for becoming a Lerner Volunteer and Tours of The Lerner
- Work on sponsorship deck with Jenna and Sherry
- Begin work on the Year in Review documents

## **BOX OFFICE MANAGER**

PREPARED BY: BRITTANY WEINGART

Box Office Manager:

December Accomplishments -

- Interviewed 4 people for the part-time box-office position and offered 2 of the 4 a job
- Scheduled additional staff training and a box office mandatory meeting for January
- Successfully built the Premier Arts Season Packages as well as the first concert for the 2025 Jazz Festival

January Goals -

- Continue training current and new box office employees
- Continue to train Kina in show builds
- Finish building out the individual Premier Arts Shows for single ticket purchases

Box Office Assistant Manager

Accomplishments

1. Learned how to do the Gift Cert. log reports
2. Was shown how to build shows
3. Successfully help build Premier Arts Subscriptions

Goals

1. To be able to do the Mid Month reports to Kruggle Lawton alone
2. Get better at doing the daily audits without mistakes
3. Learn how to fully build a show

Date	Time	Event Name	On Sale Date	Sold	Net Revenue	Hist. Fee	Total Revenue
12/4/2024	7:00 PM	Christmas in the Air	8/15/2024	70	\$3,100.00	\$210.00	\$3,310.00
12/5/2024	7:00 PM	Charlie Berens: Good Old Fashioned Tour	6/21/2024	102	\$4,220.00	\$306.00	\$4,526.00
12/6/2024	7:30 PM	The Rat Pack is Back for The Holidays	3/1/2024	162	\$10,109.00	\$486.00	\$10,595.00
12/7/2024	6:00 PM	Hometown Jams: Night Ranger	8/14/2024	183	\$11,626.69	\$549.00	\$12,175.69
12/13/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	396	\$8,033.00	\$1,188.00	\$9,221.00
12/14/2024	2:00 PM	Premier Arts: Elf the Musical All-Youth Performance	1/1/2024	340	\$6,660.00	\$1,020.00	\$7,680.00
12/14/2024	7:30 PM	Premier Arts: Elf the Musical	1/1/2024	355	\$7,454.00	\$1,065.00	\$8,519.00
12/15/2024	2:00 PM	Premier Arts: Elf the Musical	1/1/2024	378	\$7,729.00	\$1,134.00	\$8,863.00
1/25/2025	3:00 PM	Bravo Bash	10/16/2024	93	\$1,506.00	\$279.00	\$1,785.00
2/2/2025	4:00 PM	Elkhart County Symphony - Mahler Symphony Number 2	7/24/2024	14	\$330.00	\$42.00	\$372.00
2/22/2025	3:00PM	Aurinko Ballet Presents: Cinderella and Repertory	10/16/2024	13	\$286.50	\$39.00	\$325.50
2/22/2025	1:00 PM	Cinderella and Repertory - Tea Party	10/16/2024	5	\$262.50	\$15.00	\$277.50
3/30/2025	4:00 PM	Elkhart County Symphony - Passion and Poetry	7/24/2024	8	\$248.00	\$24.00	\$272.00
5/3/2025	7:00 PM	Justin Willman	11/1/2024	65	\$2,926.00	\$195.00	\$3,121.00
5/18/2025	4:00 PM	Elkhart County Symphony - Rebel Symphnoire	7/24/2024	4	\$124.00	\$12.00	\$136.00
6/13/2025	7:00 PM	A Toast to Bread	11/8/2024	36	\$1,472.00	\$108.00	\$1,580.00

6/19/2025	8:00 PM	Elkhart Jazz Fest Presents: Diana Krall	12/6/2024	730	\$70,522.00	\$2,190.00	\$72,712.00
11/16/2025	3:00 PM	Snow Queen	9/18/2024	11	\$638.00	\$33.00	\$671.00
25PAPF		Premier Arts Season Package Friday	12/13/2024	136	\$16,288.00	\$408.00	\$16,696.00
25PAPPY		Premier Arts Season Package Youth	12/13/2024	25	\$1,911.00	\$75.00	\$1,986.00
25PAPS		Premier Arts Season Package Saturday	12/13/2024	93	\$11,088.00	\$279.00	\$11,367.00
25PAPSU		Premier Arts Season Package Sunday	12/13/2024	92	\$10,892.00	\$276.00	\$11,168.00
Total Ticket Revenue			\$187,358.69				

## LERNER SERVICES COORDINATOR

PREPARED BY: DIANA GALVES

December was a busy month with Lerner Theatre performances and Ballroom events.

Accomplished in December:

- Lerner Services staff throughout the month had to do mopping of auditorium/balcony isles, Box office floor, Franklin St/Premier Arts entrance ways, as well as all bathroom floors due to winter weather snow/rain, and salt that was used to treat the sidewalks/streets.
- Lerner Services had to spot shampoo carpet in Grand Hall due to holiday spills of food/drink.
- Lerner Services had to shampoo carpet in front of the Franklin St/Main St entrances due to salt residue from sidewalks/streets.

Upcoming Tasks:

- Doing some heavy cleaning in all bathrooms. All walls under sinks, under hand blowers, back of toilets, and urinals.
- Cleaning/degreasing the freight elevator floor.
- Shampooing Grand Hall from kitchen to Grand staircase.

## FACILITIES MANAGER



PREPARED BY: TIM GARDNER

**Accomplishments:**

Continued cleaning fresh air returns throughout the theatre.

Did some plumbing work with back flow preventers.

Removed stall walls and standards in dressing room bathrooms prepping for tile removal.

Ran paint tests in bathrooms and ball room kitchen to choose best possible tile replacement.

Cleaned, repaired, and waxed Cittadine clock in lobby.

Did general PM throughout theatre

**Goals for January 25**

Finish stripping all dressing room bathrooms and ball room kitchen and repainting floors for durability and ease of cleaning.

Working on WMI to come in and help fix the heater/humidifier units in organ chambers

# CEG ENTERTAINMENT

January 3, 2025

On behalf of CEG Entertainment, we would like to express our sincere gratitude for the opportunity to work with the community and the Lerner Theatre. Since coming on board, we have been deeply impressed by the strong community support and the unwavering passion for the arts that permeates the city.

We understand the significance of the Lerner Theatre to the Elkhart community and are committed to upholding its legacy while striving for continuous improvement. Our vision is to transform the Lerner into a world-class venue of cultural enrichment for residents and visitors alike.

To achieve this, we have focused on these areas in the first ninety days:

**Building a Professional Team:** We are training the staff to deliver a professional experience in theatre management, marketing, production, and facility maintenance.

**Elevating Artistic Programming:** We are curating for 2025 a diverse and engaging season of shows that appeal to a wide range of audiences, from touring productions, live music performances, comedians, and supporting local arts showcases.

**Implementing Effective Marketing Strategies:** We are implementing innovative marketing and outreach campaigns to increase ticket sales, build audience loyalty, and enhance the visibility of the Lerner Theatre within the community and beyond.

**Maintaining a Pristine Facility:** We are dedicated to ensuring the Lerner Theatre remains a visually stunning and welcoming space

for all patrons. We are prioritizing regular maintenance, upgrades, and improvements to enhance the overall guest experience.

Improving Financial Sustainability: We recognize the importance of reducing the financial burden on the city. We are striving to increase revenue through ticket sales, sponsorships, and other revenue-generating initiatives while managing expenses to achieve long-term financial sustainability.

We believe that by working collaboratively with the city, community organizations, and local artists, we can ensure the Lerner Theatre thrives as a vital cultural hub for generations to come. We are eager to continue building strong relationships within the Elkhart community and are committed to making the Lerner Theatre a source of pride for all residents.

Thank you for your continued support. We look forward to a successful and profitable 2025.

Regards,

Scott Welch  
Blake McDaniel  
Sherry May

CEG Entertainment



## CEG FIRST 90-DAY ACCOMPLISHMENTS

1/1/25

### Enhanced Financial Management:

- Conducted comprehensive stakeholder engagement, including board members and relevant parties, to identify and address operational challenges.
- Streamlined accounting processes by transitioning to in-house management within the Controller's office, resulting in a budget reduction of \$42,700.

### Optimized Staffing Structure:

- Revised the organizational structure, eliminating the Director of Facilities position and reducing annual expenditures by \$72,000.
- Restructured box office management, promoting from within and creating a new Director of Operations role to improve efficiency.
- Collaborated with the city to update job classifications and salaries for 2025, achieving an annual cost savings of approximately \$30,000.

### Increased Revenue & Reduced Costs:

- Identified and implemented a solution to recover credit card processing fees from customers, generating an estimated annual revenue increase of \$25,000.
- Expanded box office hours to enhance customer service and accommodate increased demand during show and on-sale periods.
- Re-established in-house social media management, resulting in an annual cost savings of approximately \$5,000.

- Adjusted ticketing fee structures to improve affordability and incentivize online purchases.
- Updated and presented commercial and non-profit rate sheets to the board for approval.
- Negotiated a Preferred Promoter agreement offer with Outback Concerts.
- Re-engaged with industry promoters by disseminating the 2025 commercial rate card and fostering renewed interest in the venue.
- Re-introduced the venue to talent agents and circulated the 2025 commercial rate card to facilitate increased booking activity.

#### Improved Donor Relations & Compliance:

- Designated a dedicated staff member to facilitate donor benefits fulfillment for the Friends of the Lerner (FOL).
- Ensured compliance with the Ticketmaster contract regarding marketing expectations.
- Updated FOL tax donation letters and maintained an accurate donor database.
- Upgraded non-profit ratings for FOL.
- Attended meetings with the 100th-anniversary committee and started shopping artists for the gala event.

#### Enhanced Operational Efficiency & Customer Satisfaction:

- Launched a comprehensive theatre survey, distributing 21,000 surveys to gather valuable customer feedback.
- Standardized fees for all community, performing arts, and symphony shows to improve transparency and consistency.
- Conducted a thorough maintenance review and submitted a budget for necessary upgrades and repairs.

- Renegotiated the catering contract and implemented new operating procedures to optimize service delivery.

### **CEG NEXT 90-DAY GOALS**

#### **Start interview process for permanent GM**

#### **Enhanced Security Protocols:**

- Implement security measures with credentialed personnel.

#### **Improved Emergency Preparedness:**

- Updated and finalized the Emergency Response Plan.
- Schedule and conduct staff training in January.

#### **Streamlined Operational Procedures:**

- Update the Docent Manual for improved guidance.
- Update the Box Office Standard Operating Procedures (SOP) Manual for enhanced efficiency.
- Conduct management training classes for staff in January to improve leadership and operational skills.
- Implement Active Shooter Training for staff in January to ensure preparedness.

#### **Enhanced Staffing & Efficiency:**

- Hire and train at least two part-time Floor Managers to optimize staff allocation and minimize disruptions to core work hours.
- Provide additional box office training to enhance staff proficiency and customer service.



### **Programming & Community Engagement:**

- **Actively book shows in partnership with Outback Concerts and other interested promoters, agents, managers, and artists.**
- **Expand the diversity of theatre offerings to ensure inclusivity and serve the broader community.**
- **Work in conjunction with the 100th-anniversary committee to secure entertainment for the Gala**
- **Work with the Lerner board and FOL to increase sponsorship opportunities for the Lerner.**

### **Foster Professionalism:**

- **Streamline operational processes and established a high standard of professionalism throughout the organization.**
- **Continue to monitor and make changes to ensure the theatre delivers a quality experience for the community, the talent, and their representatives.**

# CEG ENTERTAINMENT

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January 3, 2025

**Subject: Lerner Non-Profit Rate Sheet 2025**

Attached is the updated 2025 Nonprofit Rate Card for the Lerner Theatre. This consolidated rate card replaces the two previously used cards, offering a streamlined and consistent approach for organizations like the symphony and dance companies.

Following feedback from key nonprofit stakeholders, we have also revised ticketing charges to reduce costs for audience members.

**Key Changes:**

- **Rental Fee:** Increased from \$825 and \$1175 to \$1200.
- **Staffing Costs:** Adjusted to reflect current market rates.
- **Sound & Lighting:** Minor increase to align with operational expenses.

For Premier Arts organizations, a separate rate card is currently under development. We are awaiting some financial information to finalize those rates.

For your reference, I have attached the previous rate cards for comparison.

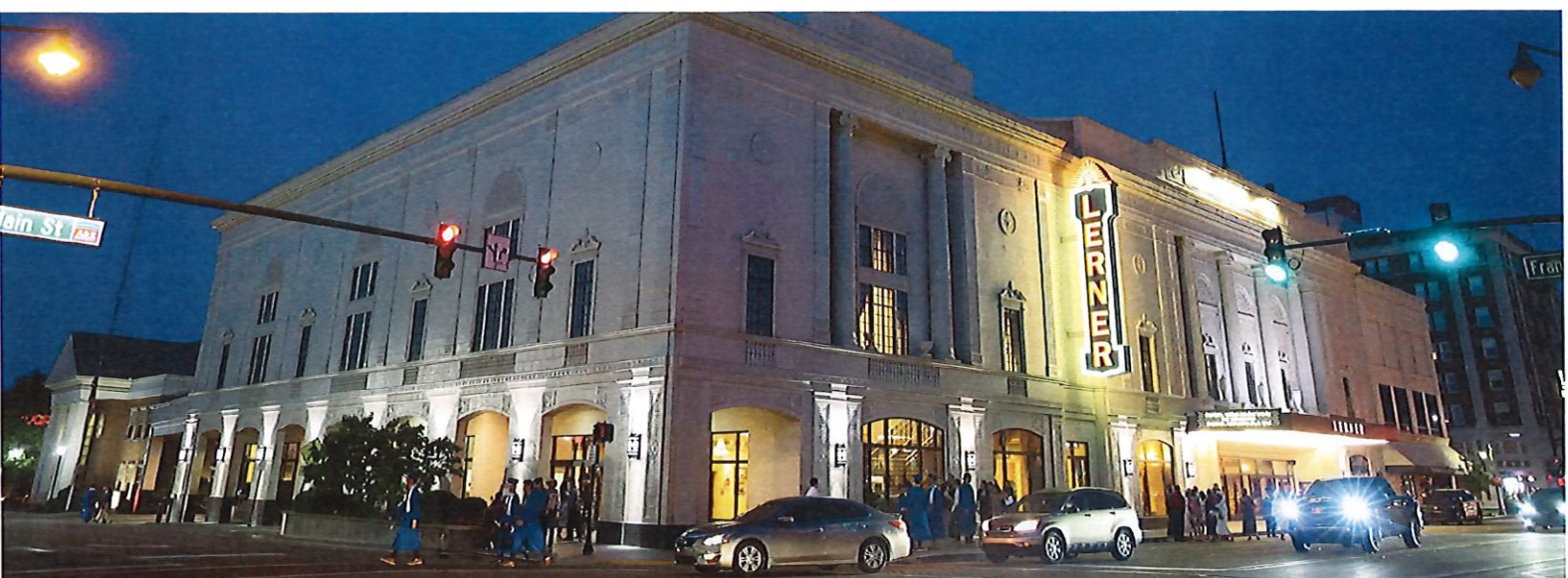
We welcome the opportunity to discuss these changes further at your convenience.

Regards,

Scott Welch  
Blake McDaniel  
Sherry May

CEG Entertainment





# THE LERNER

## NOT-FOR-PROFIT USER 2025 HOUSE EXPENSE RATE SHEET

### 2025 FACILITY RENTAL FEE (per performance): \$1200.00 vs. 5% of Gross Ticket Sales (whichever is higher) Rehearsal Rental Cost per day \$100 – 2 day maximum

BOX OFFICE FEES	PRICE
Gross Box Office Ticket Revenue	5%
Box Office Setup	\$350.00
Credit Cards	4% Bank Rate for Visa, MasterCard*
Ticket Surcharge	\$0.15 Per Ticket \$0.35 Per Ticket-Comps
SURCHARGE	PRICE
Historical/Facility Fee Surcharge	\$3.00 per ticket (MUST be included in all advertised ticket prices)
Historical/Facility Fee Surcharge	\$3.00 per person (Will apply based on attendance for free or general admission events)
Ticket Processing Fee	\$4.00 (NOT included in the ticket price and advertised separately)
LABOR*	PRICE
*Stage Manager	\$34.00 Per Hour
*Stage Hand	\$26.00 Per Hour
Rigger	Prevailing Rate
Security (Minimum Of 4 Hours)	\$25.00 Per Hour
*Usher	\$16.00 Per Hour
*Police Officer	\$45.00 Per Hour or the prevailing rate
Show Runner (10-hour Maximum)	\$250.00 Per Event

	Current Market Rates Per Tuning
Piano Tuning	\$300.00 Per Performance
Housekeeping	- \$525.00 Per Two Performances in One Day - \$400.00 Additional if Confetti is Used in Performance
STAGING EQUIPMENT	PRICE
Complete Sound System	\$400.00 Per Performance
Complete Lighting System	\$400.00 Per Performance
Projector & Podium w/ Mic	\$300.00 Per Performance
Lighting Board Only	\$100.00 Per Performance
Follow Spots (Two Available)	\$75.00 Per Performance
Marlee Floor (30' Deep X 50 Wide)	\$200.00 Per Event
Grand Piano	\$100.00 Per Performance
Wardrobe (Steamer)	\$25.00 Per Day \$65.00 Per Week
Sign on Marquee (If Available)	\$25.00
Sign-In Glass Cases (If Available)	\$25.00
Lighting, Marquee, Glass Cases Package Price	\$175.00
Backstage / Dressing Room Phone / Internet Package	\$50.00 Per Engagement
Towels	Bath Size - \$3.00 Each Hand Size - \$2.00 Each

\*Notes: Credit Card fees are subject to bank rate increases. Labor Rates are subject to periodic review/increases. Indiana Sales tax of 7% is applicable on facility rental fee and all equipment rentals.



# **THE LERNER**

Not-For-Profit User

House Expense Rate Sheet

(Revised February 14, 2024)

## **Facility Rental Fee** (per performance)

\$1175.00 vs. 5% of Gross Ticket Sales (whichever is higher)

## **Box Office Fees**

5% of Gross Box Office Ticket Revenue

3.75% Bank Rate for Visa, MasterCard, Credit Card Sales \*

Ticket Surcharge .35 per ticket Comps .15 per ticket

\$350.00 Box Office Set-Up Fee

## **Surcharge**

\*\$3.00 per ticket The Lerner Historical/Facility Fee Surcharge (MUST be included in all advertised ticket prices)

-- \$3.00 per person Lerner Historical/Facility Fee Surcharge will apply based on attendance for free or general admission events

\*\$4.00 per ticket Processing fee (NOT included in ticket price and advertised separately)

## **LABOR\***

\*Stage Manager \$34.00 Per Hr

\*Stage Hand \$26.00 Per Hr

Rigger \$30.00 Per Hr

Security \$25 Per Hr (Minimum of 4 hours)

\*Usher \$16.00 Per Hr

Ticket Taker \$12.00 Per Hr

\*Police Officer \$45.00/hr or the prevailing rate

Maintenance \$13.00 Per Hr

Show Runner \$100.00 Per Event

Show Runner \$200.00 Per Event under 8 hours, \$250.00 Per Event over 8 hours

Piano Tuning (current market rates) Per Tuning

Housekeeping \$300 per performance or \$525 per two performances in one day. Additional \$400 performance applies if confetti is utilized for performance.

## **Staging Equipment**

Complete Sound System \$300.00 per performance

Sound Rack/Cluster Only \$75.00 per performance

Sound Monitor System \$50.00 per performance

Complete Lighting System \$400.00 per event

Projector & Podium w/ Mic \$300.00 per performance

Lighting Board Only \$45.00 per performance

Follow Spots \$45.00 ea per performance (two available)

Marlee Floor (30' Deep x 50' Wide) \$200.00 per event

Grand Piano \$75.00 per performance

Steamer (Wardrobe) \$25.00 per day \$65.00 a week

Light Building with colors \$150.00 (providing correct color gels are in inventory)

Sign on Marquee (if available) \$25.00

Sign in glass Cases (if available) \$25.00 (Lighting, Marquee, Glass Cases Package Price \$175.00)

Backstage/Dressing Room Phone Line and Internet Line \$50.00 package per engagement

Towels, Bath Size \$3 ea, Hand Size \$2.00 ea

\*Notes:

Credit Card fees are subject to bank rate increases.

Labor Rates are subject to periodic review/increases.

Indiana Sales tax of 7% is applicable on facility rental fee and all equipment rentals.

# **THE LERNER**

Not-For-Profit User – Elkhart County Symphony – Resident Status

## House Expense Rate Sheet

(Revised July 28, 2022)

### **Facility Rental Fee** (per performance)

\$825.00 vs. 5% of Gross Ticket Sales (whichever is higher)

Rehearsal - \$99 per day

### **Box Office Fees**

5% of Gross Box Office Ticket Revenue

3.6% Bank Rate for Visa, MasterCard, Credit Card Sales \*

Ticket Surcharge .35 per ticket Comps .15 per ticket

### **Surcharge**

\$3.00 per ticket The Lerner Historical/Facility Fee Surcharge

Surcharge fee MUST be included in all advertised ticket prices.

\$4.00 per ticket Processing Fee (NOT included in ticket price and advertised separate)

### **LABOR\***

*Stage Manager	\$28.00 Per Hr
*Stage Hand	\$19.00 Per Hr
Rigger	\$24.00 Per Hr
Security	\$25.00 Per Hr (Minimum of 4 hours)
*Usher	\$15.00 Per Hr
Ticket Taker	\$13.00 Per Hr
*Police Officer	\$45.00/hr or the prevailing rate
Maintenance	\$13.00 Per Hr
Show Runner	\$100.00 Per Event
Piano Tuning (Current market rates)	Per Event

### **Staging Equipment**

Complete Sound System	\$200.00 per performance
Sound Rack/Cluster Only	\$75.00 per performance
Sound Monitor System	\$50.00 per performance
Complete Lighting System	\$250.00 per event
Projector & Podium w/ Mic	\$300.00 per performance
Lighting Board Only	\$45.00 per performance
Follow Spots	\$45.00 ea per performance (two available)
Marlee Floor (30' Deep x 50' Wide)	\$200.00 per event
Grand Piano	\$75.00 per performance
Steamer (Wardrobe)	\$25.00 per day \$65.00 a week
Light Building with colors	\$150.00 (providing correct color gels are in inventory)
Sign on Marquee (if available)	\$25.00
Sign in glass Cases (if available)	\$25.00 (Lighting, Marquee, Glass Cases Package Price \$175.00)

Backstage/Dressing Room Phone Line and Internet Line \$50.00 package per engagement

Towels, Bath Size \$3 ea, Hand Size \$2.00 ea

\*Notes:

Credit Card fees are subject to bank rate increases.

Labor Rates are subject to periodic review/increases.

Indiana Sales tax of 7% is applicable on facility rental fee and all equipment rentals.

# CEG ENTERTAINMENT

January 3, 2025

**Subject: Lerner Theatre Repair & Maintenance Report**

**To: Lerner Theatre Board**

This report outlines the necessary repairs and associated costs for the Lerner Theatre to maintain its status as a world-class venue.

At the request of the CEG team, Tim has compiled a comprehensive list of required repairs, including explanations and estimated costs.

**Attached:**

- **Lerner Repair List:** This document provides a summary of the repairs, including estimated costs.
- **Lerner Repair List - Detailed Rationale:** This document provides detailed explanations and justifications for each repair item.

Please note that costs for certain exterior maintenance items are still being finalized. These will be provided to the Board as soon as they become available.

Tim will be attending the upcoming Board meeting to answer any questions regarding these repairs.

We look forward to discussing these matters further with you.

Regards,

Scott Welch  
Blake McDaniel  
Sherry May

CEG Entertainment



## Projects for end of 2024 through 2025

Looking at the end of 2024 into the beginning of 2025. The following are projects I would like to propose or begin planning for. These are in no particular order.

- 1) Replacing flooring in all 5 dressing room bathrooms to something easier to maintain and allow for more flexibility.

Repair and paint all lower level hallways and back stage right.

Repaint back stage left black after stage replacement taking place Dec. 2024. Working with Sherwin-Williams on this now.

Replace flooring in Crystal Ballroom Kitchen to something easier to maintain and add flexibility

*Initial proposal submitted 11-24. Gathering info and costs for final approval.*

- 2) Terrazzo panels Main St and Franklin. Building exterior.

Have been researching the Terrazzo panels installed around the perimeter of the building. Some top edges have been repaired with roof flashing by the windows on Main St. more than a few years ago.

I have been looking into care and maintenance for these types of epoxy tiles. Have tried several types of neutral cleaners to remove the buildup of salts and minerals with little to no effect. Will keep researching this in hopes of finding something even if it's a total strip, re-polish and recoating of the panels. As winter is closing in, will maintain a regular routine of monitoring salt use and try to stave off further damage.

- 3) Exterior patio flooring, Box Office Franklin St.

Have tried a couple of cleaners with mixed result. Planning on early spring to do a complete stripping of all past sealers and cleaners to properly clean, prep and seal sidewalk and patio area.

- 4) Paint exterior loading docks and East Side lower wall concrete only.
- 5) Possible carpeting replacement in key areas of lobby and in some hallways from wear.
- 6) Touch up paint in concrete floor areas of theatre. Need correct paint match first.
- 7) Explore **all** paints and get correct types and matches.
- 8) Get replacement shear pins and set screws for all interior door handles.
- 9) Continue with LED replacement of lights in theatre and building interior. Need to talk more with Lutron on programming control panels. Have run into issues with LED

replacement lights not being set at a comparable level as older incandescent lighting causing some unfavorable lighting scenes.

- 10) Faucet replacement. We have a number of faucets in restrooms that need to be replaced. Some have hot or cold turned off to them because of leaking. Hope to find comparable style of faucets for ease of replacement.
- 11) Would like to propose placing more grab bars in women's restrooms and possibly men's rooms as well. I think it would be nice to have small signs with "grab bars installed" on the stall doors for those patrons that need the extra "help" but might not need the ADA accessible facility. Maybe 2 stalls in main floor in each.
- 12) Working on replacing bad hinges on all interior doors because of sagging issues. Have purchased a few hinges, and have meeting in the books with the company that supplied hardware during remodel so I can make sure we are using a comparable option. Tools have been purchased to facilitate broken screw removal.
- 13) Look into purchasing/renting scaffolding for changing bulbs in Grand Staircase Chandelier, etc. where lift is not useable.
- 14) Cittadine Clock. Needs major wood care/repair. Spoke with Jack and he is fine with me making repairs and caring for the clock. I have some pictures to back up what I will do eventually. Thinking while the theatre stage floor is being replaced, might be a good time to do this as it will take me a few days to work through all that needs to be fixed. Then a good clean and polish top to bottom. Won't be a big money investment, a few stain markers/wax fillers and some restorative cleaner-conditioner. Might have to get a few clamps that would be great to have on hand anyway.
- 15) Look into repairing some of the larger holes in the original marble/granite decorative panels in main lobby. Most are in the "grain" of the stone, but a few pressure cracks, and some handling damage could be repaired.
- 16) Windows on Main Street and a few on Franklin. Some of the metal housing joints need a little TLC. If the weather allows yet this fall, I can do some touch up caulking before winter sets in? Otherwise may have to wait until spring. All depends on outside temps and emergencies in house.
- 17) Consider remounting bathroom signs downstairs off lobby so they can be read easier from the lobby (facing the double stage doors)
- 18) Caulk between Terrazzo and Texton on Main and Franklin. Best of done post building power wash (spring time?) and coordinate with #2 page 1 strip and repair.
- 19) Awning in balcony. Needs replaced or cleaned? If we don't want to replace I'm good at looking into cleaning.



## Older tasks still needing to be addressed and completed from BT (Before Tim)

#1 Test emergency lights. Will need full crew on a non-show night for 90 minutes to complete test

#2 Lerner blade sign lights. *Possible work in with new street light/marquee proposal? Sent to Deen for possibility.* Found vendor for bulbs that is very reasonable. Large initial outlay for all new bulbs and renting appropriate lift to do the job. Burns rentals have a lift that would work without going for the extra cost of a bucket loader. It rents for \$500 a day, and I believe with the right conditions we shouldn't need it more than one day, but we will need it delivered and I would need instruction on how to operate it.

#3 Chandelier sockets-no voltage. Need to find solution or repair. Possible need to bring in specialist and/or electrician that can rewire.

#4 Can light in main lobby-no voltage. Will pull ceiling tile in case we need to jump a line to that socket. No voltage at socket when tested per DG/WN. Will check this out ASAP.

Completed 11-12-24. Loose connection as I pulled the whole can, rather than just putting a tester on it.

#5 Can lights out-breezeway main entrance working on this currently. Prior facility personnel couldn't find issue, I believe both middle can lights are out because the emergency ballast and battery are dead. Both outside vestibule emergency lights batteries are dead. Will need to get a game plan together as there is no access to either of the inside lights W/O cutting into ceiling. Can fix whatever we have to do.

#6 lights out main st 2<sup>nd</sup> floor above marquee. See #2 Lerner blade sign.

#7 puck lights box office-outside

#8 Grand staircase chandelier lights out. See 13) page 2



LERNER REPAIRS	LABOR	LABOR COST	MATERIALS /RENTALS
Organ Chamber humidifiers	WMI	included in quote	Wagner-Meinert to fix organ chamber humidifier units to ensure proper humidification of the organ pipes.
Flooring replacement/repair/refinishing dressing room bathrooms, ballroom kitchen, stage L&R, basement halls	IN HOUSE	\$0.00	Rent machine scraper for one week. Paint, rollers, brushes, flexible base board molding replacement, blades, misc. tools.
Organ wiring repairs	N/A	included in quote	The organ wiring is starting to fail after 12 years, causing electrical shorts which in turn cause the organ to not be able to function properly. New wiring needs to be ran from the console to the organ chambers that is isolated from the original wiring so that everything can communicate.
Bulb replacement equipment-Theatre	IN HOUSE	\$0.00	Scaffolding Purchase
Bulbs for replacement-Lerner Blade Sign-Main St.			2208 bulbs needed.
Bathroom Faucet Replacement	IN HOUSE	\$0.00	25 lavatory sinks
Terrazzo replacement or refacing	TBD		
Additional grab bars for restroom stalls	IN HOUSE		\$25-\$50 each and special install screws
<b>TOTAL FUNDS REQUESTED</b>			



January 3, 2025

TO: Lerner Governing Board

FROM: Sherry May, Interim General Manager

Please find included the newest proposed Event Contract. Sarah Macer and I reviewed the Event Contract that the LGB approved in the December meeting and determined there were still a few minor items that should be updated.

Included you will find the current approved Event Contract, with our highlighted changes. Those changes include;

- Addition of "at least 48 hours" in Section 20
- Addition of "thirty percent (30%) in Section 21
- Addition of "All marketing materials should be provided at least 72 hours in advance" in Section 25
- Striking of "without the express written permission" in Section 31
- Inclusion of the Lerner Facility Fee matrix in Section 38
- Addition of costs for a second settlement, wires, EFT payments and processing times
- Changed Theatre Manager to Technical Director in Section 44
- Addition of Section 47 regarding Box Office Builds and On-sales

I will be at the LGB meeting to answer any questions.

Sherry May

**Sherry May**  
INTERIM GENERAL MANAGER

410 S. Main Street / Elkhart, Indiana 46516 / 574-293-4469 / 800-294-8223 / Fax 574-293-8096



# THE LERNER

## CITY OF ELKHART

410 South Main Street, Elkhart IN 46516

### EVENT CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between The LERNER Theatre and the City of Elkhart, Indiana, ("LERNER"), and \_\_\_\_\_ ("Lessee"), Witnesseth:

1. THE LERNER agrees to furnish to Lessee:  the entire Auditorium;  the Lobby only;  the \_\_\_\_\_ room only;  the Theatre only (the "Theatre") of The LERNER Theatre, 410 S. Main Street, Elkhart, Indiana (the "Building"), (The Building and its appurtenances are collectively referred to as the "Premises") commencing at or about \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, and terminating on or about 11:59pm on the \_\_\_\_\_ day of \_\_\_\_\_.

All public events must include one intermission of a minimum of \_\_\_\_\_ minutes in length per performance. If Promoter chooses not to have an intermission, The LERNER may charge the Lessee a negotiable fee for reduced concession income. The intermission for the Event is set at \_\_\_\_\_ minutes.

#### 2. AMOUNT AND TIME OF PAYMENT:

The Lessee will present \_\_\_\_\_ and furnish everything necessary for the performance not hereinafter agreed to be furnished by The LERNER, and will pay The LERNER, as follows:

- a) the rental of \_\_\_\_\_ Dollars ("Base Rental Fee") or \_\_\_\_\_ of the gross receipts, whichever is higher, not to exceed twice the Base Rental Fee;
- b) an upfront deposit of the Base Rental Fee by Certified Check on the date of signing of this Event Contract; **Event Contract and Deposit are due prior to show announcement.**
- c) any balance due from Lessee will be paid upon receipt of invoice;
- d) if for any reason the balance is not paid when due, any box office receipts in the possession of The LERNER may be applied to the payment of the balance due.

If within seven (7) days of the event, ticket event revenue is not sufficient to pay the estimate of cost indicated on the Addendum to the Event Contract, the estimated balance must be paid in full by Lessee upon demand. Non-ticketed events are subject to the minimum required event charge as specified on the User Rate Sheet which shall be paid at the time the Event Contract is signed.

All tickets for the event, including tickets requested by the Promoter to be sold on consignment, shall be created and issued exclusively by the Lerner Box Office ticketing system. All electronic must be sold through the direct link provided by The LERNER. Lessee shall return any consignment tickets into the box-office three (3) days before a performance. The Promoter will be charged the full ticket price for unreturned consignment tickets.

The LERNER reserves \_\_\_\_\_ promotional seats in the auditorium without charge. The Lessee shall pay a ticket printing fee of cents (\$ \_\_\_\_\_) per general usage ticket. Complimentary tickets ticket printing fee at (\$ \_\_\_\_\_) cents per ticket issued.

#### TERMS AND CONDITIONS:

1. **INSURANCE:** Lessee will carry the following insurance:
  - A. General liability; premises completed operations or products. Bodily injury and Property Damage limits: \$1,000,000.00 combined single limit; The LERNER and City of Elkhart named as additional insureds. Workmen's Compensation per statutes of the State of Indiana. Employees liability \$100,000.00.
  - B. Auto liability, Bodily Injury and Property Damage limits \$500,000.00 combined single limit; The LERNER and City of Elkhart named as additional insureds.

LESSEE shall furnish The LERNER with a certificate of insurance showing The LERNER and the City of Elkhart as additional insured at least two weeks prior to the event.
2. **LAW OBSERVANCE:** Lessee and its agents shall conform to and comply with all the laws of the United States and the State of Indiana, and all of the ordinances of the City of Elkhart, Indiana, and the rules and regulations of The LERNER for the government and management of the Premises, together with all rules and requirements of the Police and Fire Department of the City of Elkhart, Indiana and will not do, or suffer to be done, anything on said Premises, during the term of this lease, in violation of any such rules, laws, or ordinances. Lessee shall be responsible to make deductions for Federal Tax, F.I.C.A. and Indiana Income and Employment Tax for all employees and pay same to the proper governmental agency. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activities or events presented by Lessee on the Premises.
3. **CONTROL OF BUILDING:** The LERNER does not relinquish the right to control the Building, and enforce all necessary and proper rules for its operation. The LERNER and Crystal Ballroom Management and staff of the Building may enter the same, and



all of the Premises, at any time and on any occasion. The LERNER shall at all times retain sole control and direction of its ticket office, sales revenue and its personnel until settlement.

4. **NO DEFACEMENT OF BUILDING:** Lessee shall not injure, mar, or deface the Premises, nor shall Lessee drive, or permit to be driven, any nails, hooks, tacks or screws, nor apply any glue or other adhesive substance, in any part of the Premises, nor shall Lessee make, or allow to be made, any alteration of any kind therein. If the Premises shall be damaged by the act, default or negligence of Lessee, or the Lessee's agents, employees, patrons or any persons admitted to the Premises by Lessee or its agents, licensees and invitees, Lessee will pay to The LERNER upon demand, such sum as shall be necessary to restore the Premises to its present condition. Physical changes to the Premises required by the event's technical production are subject to approval by The LERNER. Approved physical changes are at the sole cost of Lessee and Lessee is required to restore the Premises to their present condition unless otherwise agreed in writing prior to the scheduled event, normal wear and tear excepted.
5. **NO OBSTRUCTION TO SIDEWALK AND OTHER PASSAGEWAYS:** No portion of the sidewalks, entries, passages, vestibules, halls, elevators, and other ways of access to public utilities of the Premises, shall be obstructed by Lessee or used for any purpose other than for ingress and egress. Water closets and water apparatus will not be used for any purpose than that for which they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them on account of misuse of any nature or character whatever, shall be paid by Lessee.
6. **AISLES CLEAR:** Lessee will permit no chairs or removable seats to be or remain in the passageways, and will keep all passageways clear at all times.
7. **NO RESPONSIBILITY FOR PROPERTY IN BUILDING:** The LERNER assumes no responsibility whatever for any property placed in or on the Premises, and The LERNER is relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the Premises, or any part thereof, under this lease. All watchmen or other protective service desired by Lessee must be arranged for by special agreement with The LERNER.
8. **REMOVAL OF STRUCTURES:** In the event platforms or staging or any other structures are erected by Lessee or any of the exhibitors in any portion of the Premises, the expense of construction and removal shall be paid by Lessee. All damage to the Premises caused by the erection or removal of such structures shall be paid by Lessee.
9. **SIGNS AND POSTERS:** Lessee will not post or allow to be posted any signs, cards or posters except upon display areas as The LERNER may provide. Use of such areas is a non-exclusive right. All Material is subject to approval by The LERNER.
10. **FORCE MAJEURE:** The LERNER strictly follows governmental and/or health authority directives and guidelines. If, within 10 weeks of the scheduled EVENT, such directives or guidelines should modify VENUE capacity or outline restrictions requiring enhanced operations and safety protocols, the parties agree that Force Majeure conditions exist and:
  - A. Lessee or The LERNER will have the right to unilaterally postpone or cancel EVENT without liability, or penalty other than the obligation to refund ticket purchases to patrons, with the understanding that a cancellation will only follow good faith efforts to reschedule;
  - B. Any direct costs associated with ensuring the health and safety of staff, audience, and/or artists within The LERNER, pursuant to said directives and guidelines, shall be borne by Lessee including but not limited to reopening costs, screenings at points of entry, personal protective equipment, additional front-of-house, security and cleaning/disinfecting labor plus materials.
11. **UNAVOIDABLE HAPPENING:** If, for any reason, an unforeseen event occurs, including, but not limited to, fire, casualty, labor strike, or other unforeseen occurrence, which renders impossible the fulfillment of any term of this contract, the Lessee shall have no right to nor claim for damages against The LERNER.
12. **PUBLIC SAFETY:** Lessee agrees that it will conduct its activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by The LERNER, or duly authorized government agencies responsible for public safety, to assure such safety. The LERNER shall retain the right to cause the interruption and termination of any performance when in the sole judgment of The LERNER such act is necessary in the interest of public safety.
13. **EVACUATION OF FACILITY:** Should it become necessary, in the judgment of The LERNER, to evacuate the Premises because of a bomb threat or other reasons of public safety, the Lessee will retain possession of the Premises for sufficient time to complete presentation of this activity without additional rental charge providing such time does not interfere with another Lessee. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of The LERNER management based on the situation, and the Lessee hereby waives any right and all claims for damages against The LERNER, or any of its agents.
14. **OBJECTIONABLE PERSONS:** Lessee assumes full responsibility for the character, acts, and conduct of all persons admitted to the Premises, or to any portion thereof, by the consent of Lessee, or Lessee's employees or any person acting for or on behalf of Lessee, and Lessee agrees to have on hand at all times sufficient police force, the number of which to be determined by The LERNER, to maintain order and protect persons or property. The LERNER reserves the right to eject any objectionable person or



persons from the Premises and upon the exercise of this authority, through its manager, agents, or policemen; Lessee hereby waives any right and all claims for damages, against The LERNER or any of its agents.

15. **PERFORMANCE CONTRACT:** The Lessee certifies and attests that he has a valid, properly executed and enforceable contract with the performers whose services form the basis for this desire to rent the Premises. The Lessee shall submit to The LERNER upon demand a copy of the contract with the performers. The LERNER retains approval right of performance, exhibition, or entertainment to be offered under this agreement, and Lessee agrees that no such activity or part thereof shall be given or held if The LERNER objects on the grounds of character offensive to public morals, failure to uphold event advertising claims or violations of event content restrictions agreed to by both parties after the time of completion of this agreement.
16. **ASSIGNMENTS:** Lessee shall not assign this lease or use of the Premises other than herein specified, nor sublet the Premises or any part thereof, without the written consent of The LERNER.
17. **STAGE CREW AND HOUSE STAFF:** Assistance in the handling of baggage, scenery, production supplies, sound and lighting equipment of Lessee and/or contracted performers shall be at the expense of Lessee. Ushers, ticket-takers, and additional box office and housekeeping personnel, **TO BE PROVIDED BY THE LERNER**, (see attached schedule of rates) shall be at the expense of the Lessee.
18. **SECURITY:** Local/Community events held in The Lerner Theatre require the following for security and safety: 1 usher (designated for crowd and life safety) per 250 patrons, 1 security/event personnel (designated for crowd control and event safety) per 500 patrons and 1 armed security officer per 1,000 patrons. Exceptions may be made at the discretion of the General Manager ("GM") as the GM deems appropriate. Concerts/large events held in The Lerner Theatre require the following for security and safety: 1 usher (designated for crowd and life safety) per 200 patrons, 1 security/event personnel (designated for crowd control and event safety) per 250 patrons and 2-armed security officers per 1,000 patrons. Any additional security personnel will be an expense charged to the Lessee per event and will be at the discretion of The Lerner management after consultation with local law enforcement and Lessee. Exceptions may be made at the discretion of the General Manager ("GM") as the GM deems appropriate
19. **BAG RESTRICTIONS:** Patron bags exceeding 14 inches by 14 inches (14" x 14") are not permitted inside The Lerner. The term "bags" includes, without limitation, backpacks, briefcases, luggage, duffle bags, musical instrument cases, purses, boxes, packages and carry-alls. All bags are subject to search at the discretion of management and/or security personnel. Exceptions are made for bags used to carry medical equipment and diaper bags for customers with small children. Guests with prohibited items will be turned away from the entrances to return items to their vehicles or to dispose of them. No storage or "check in area" will be provided for prohibited items. Lerner management reserves the right to deny any item it deems to be a safety hazard.
20. **WEAPONS/FIREARMS BAN AT REQUEST:** At **least 48 hours** prior to event date, Lessee may institute a no weapons policy for their event at The Lerner Theatre. Lessee would be required to fill out "Weapons Firearms Ban Designation Form" and return to theatre management. Any personnel and equipment rental charges for this implementation will be assessed to the Lessee. Should a Lessee designate an event as a no weapons or firearms event, off-duty law enforcement or retired law enforcement persons with certified firearms qualifications under their previous or current agency, may register themselves with hired security to be admitted to event with firearm or weapon.
21. **CATERING AND MERCHANDISING:** All food and beverage service to contract performers, public or private receptions, meetings, and/or stage crew shall be provided by The LERNER caterer at the expense of Lessee. The LERNER caterer shall have first right of refusal for said services. The LERNER reserves all rights not specifically granted to Lessee under terms hereof including, but not limited to, the sale of all merchandise items and programs. No free sample of food, beverage or product may be given away or otherwise distributed without prior consent in writing of The LERNER. The LERNER shall have the right to confiscate any food, beverage or product not served in accordance with the catering contract. Lessee agrees to inform all merchandisers and their agents that the venue will assess a seller's fee for a seller request (required minimum of 2) and a commission fee on the gross sales. Seller's fee shall be \$100 each for a merchandise seller provided by the LERNER. Commission on the sale of promotional items shall be **thirty percent (30%)** of the gross sales, to be paid the day of event. Failure to communicate the venue merchandise terms to the merchandisers and agents will result in the amount of \$.25 per patron to the venue to be assessed at the promoter closing.
22. **REFUND OF TICKET REVENUE:** The LERNER retains the right to make ticket refunds for cause, in keeping with The LERNER's policy of retaining public faith. This shall include, but not be limited to, show cancellation, seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, failure of act to perform or to go on stage within a reasonable time of schedule provided by Lessee. In all other instances, requests for refunds will be referred to and exclusively up for approval by the Lessee.
23. **ADVERTISING:** Lessee agrees that all advertising of event will designate the facility as **The LERNER**, and will include the phrase "Tickets available online [www.Ticketmaster.com](http://www.Ticketmaster.com)." Additionally, Lessee agrees that all advertising of event designate the city as **ELKHART**. The LERNER has the final approval of all text that will be placed on its marquee, and to edit any message requested by Lessee. Multiple events may be listed at the same time.



24. **PROMOTIONAL MATERIALS:** The LERNER has the sole right to display posters and to distribute flyers, brochures, and other promotional materials throughout the facility at all times.
25. **EMAIL MARKETING:** The LERNER will offer two complimentary emails to the Lessee, along with inclusion in a weekly email newsletter. Complimentary emails will include an announcement to the patron database about the event, in conjunction with the event announcement and box office sale and a second email to the patron database near the end of the campaign. Lessee may purchase one additional email for every 60 days that an event is on sale at a rate of \$99. The purchased email will be placed in rotation at the discretion of the Marketing Manager. The LERNER guarantees an open rate of 30% on the purchased email. The purchased email can be sent to two targeted groups in the LERNER patron database. To access the entire LERNER patron database, the purchased email must contain a discount or exclusive offer. **All marketing materials must be provided at least 72 hours in advance.**
26. **LOST ARTICLES:** The LERNER shall have the sole right to collect and have the custody of articles left in the Premises by persons attending any performance, exhibition or entertainment given or held in the Building, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles.
27. **SEATING CAPACITY:** In no event shall tickets to any concert, entertainment, exhibit, or any other use of the Premises by Lessee, be sold or disposed of in excess of the seating capacity of the house. The LERNER will have the right to retain 1% plus 1 of seating capacity of house seats as backup for ticket and problem seat locations per performance.
28. **OPENING HOURS:** Lessee agrees to open doors for event in accord with advertised times unless The LERNER agrees to the contrary.
29. **ELECTRICITY AND WATER:** In the event extra lights, electrical power, or water other than the regular house lights or electrical power or water usage shall be required by Lessee, they shall be paid for by Lessee at the rates in effect in the Building.
30. **CIVIL RIGHTS:** Lessee agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, and further agrees likewise not to discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.
31. **ALCOHOLIC BEVERAGES AND CONCESSIONS:** Lessee shall not permit any alcoholic beverages to be brought into, or consumed on the Premises ~~without the express written permission~~ of The LERNER. The LERNER has the absolute discretion to provide all event catering, alcoholic beverages and concessions to be sold at the performances and events. The LERNER reserves the right to request catering/concession personnel to refuse to serve anyone who appears to be intoxicated. The LERNER has the right to adjust the Base Rental Fee if concessions are not allowed.
32. **RADIO AND TV:** Lessee shall have the exclusive right to negotiate and enter into agreements for the granting of radio, television broadcast and recording rights in connection with the staging of any game, performance or event, under the terms of this lease, providing that any and all revenue from said radio, television or other rights so granted shall be included in the gross receipts for such event in the same manner as the receipts from ticket sales, and The LERNER shall be entitled to the same percentage thereof.
33. **COPYRIGHTS:** Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, process or dramatic rights, used on or incorporated in the event. Lessee agrees to indemnify, defend and hold harmless, The LERNER from any claims or costs, including legal fees, which might arise from question of use of any such material described above.
34. **DEFAULT:** Should the Lessee default in the performance of any of the terms and conditions of this Lease, The LERNER Manager, at his/her option, may terminate the Lease and Lessee shall be liable for the full amount of the rent, and advertising costs incurred, less rent charges received from others for use of the premises at the times specified in this lease. Any deposit made by Lessee to The LERNER shall be retained by The LERNER as damages.
35. **RETENTION OF LESSOR PRIVILEGES:** Waiver or failure of The LERNER to insist upon strict and prompt performance of the covenants and agreements hereunder, or any of them, and the acceptance of such performance hereafter, shall not constitute or be construed as a waiver or relinquishment of The LERNER's right hereafter to enforce the same strictly, according to the tenor thereof, in the event of continuous or subsequent default on the part of Lessee.
36. **TERMINATION:** The LERNER reserves the right to terminate the Lease granted by this agreement for good cause (which does not include subsequent scheduling of a more preferred event). Good Cause includes, without limitation, police ordered closings, acts of God, emergency public health and public safety issues, an Alert status issued by the U.S. Dept. of Homeland Security, terrorist attacks against the U.S., or acts of war. In the event The LERNER exercises the right retained by it hereunder, it shall refund, or, as the case may be, release Lessee from liability for payment of an amount bearing the same proportion to the total payment provided for in Paragraph One hereof as the period in which the facilities are in fact not utilized bears to the total duration of Lease. Should the Lessor exercise its right to terminate this Lease, Lessee agrees to forego any and all claims for damages against



Lessor and further agrees to waive any and all rights which might arise by reason of the terms of this lease; and Lessee shall have no recourse of any kind against The LERNER.

37. **CANCELLATION:** Cancellation of an event by a Lessee will be subject to the following schedule of cancellation fees and forfeiture of deposits on account, as liquidated damages:

More than 120 calendar day notice: \$1,000; or Theatre rental fee whichever is higher;

Less than 120 calendar day notice: \$1,000 plus 50% of the rental fee;

Less than 90 calendar day notice: \$1,000 plus 75% of the rental fee;

Less than 60 calendar day notice: \$1,000 plus 100% of rental fee;

plus 100% of any expenses incurred. All expenses will include, without limitation, double the contracted Box Office Fee and blended transaction fee based on gross ticket sales at the time of cancellation.

The LERNER agrees to use reasonable means to mitigate its damages. The LERNER will not retain any fee if cancellation is due to Good Cause as defined in the Termination section.

38. **AUDITORIUM SURCHARGE:** Lessee agrees that every ticket sold to the aforementioned event, whose pre-discount face value is \$5.00 or more, will include an embedded \$3.00 LERNER Historical Fee in its advertised price structure, as well as a \$\_\_\_\_\_ LERNER Facility Fee, not included in the advertised price, based off from the matrix listed below. Said Historical Fee must be included in the advertised ticket prices and will be deducted from gross ticket sales at settlement. The Facility Fee will not be included when calculating the gross ticket sales revenue.

Lerner Facility Fee (FF or Processing Fee) will be based off the price of the ticket	
Ticket Price	Facility Fee
\$0.00 - \$9.99	\$4.50
\$10.00 - \$19.99	\$5.00
\$20.00 - \$29.99	\$6.00
\$30.00 - \$39.99	\$7.00
\$40.00 +	\$8.00

39. **TICKET SALES AND BOX OFFICE:** The Box Office and all ticket sales shall be under the exclusive control of The LERNER. The LERNER Performing Arts Center Box Office charges are as follows: Lessee agrees to pay \_\_\_\_\_ % surcharge on total receipts handled by The LERNER Theatre Box Office, in addition to a \_\_\_\_\_ % bank charge on all credit card purchases handled through The LERNER Theatre Box Office. Lessee designates that the \_\_\_\_\_ % bank charge on all credit card purchases be charged to the ticket purchaser upon check-out. Credit card fees/surcharges will not be included in the computation of gross ticket sales.

40. **SETTLEMENT.** Upon request, The LERNER will submit preliminary settlement figures with 48 business hour notice. The LERNER shall make a good effort to settle with Lessee the next working day, provided all invoices and ticket sales are received and reconciled. If a second pre-settlement is requested an additional ninety-nine dollars (\$99.00) is added to the settlement at closing. Settlement shall be made by check, electronic fund transfer, or wire to be written/sent after total reconciliation of outstanding invoices and ticket sales. Wires cost additional thirty dollars (\$30.00) for processing that will be taken out at settlement. However if payment is requested at settlement, a request must be received by The LERNER not less than 48 business hours prior to settlement date. Wires and EFT payment take a minimum of one week to process and require additional assistance with the City Controller's Office, including contact name and phone number to verify settlement amount and account information.

41. **INDEMNIFICATION:** Lessee agrees to indemnify and hold harmless The LERNER, City of Elkhart and their officers, agents and employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including, without limitation, any person, firm, partnership or corporation, in connection with, or arising out of, any negligent act or omission by Lessee or any of its employees or agents performing work under this agreement. Notice of any suit covered by this indemnification will be promptly given to The LERNER and City of Elkhart Corporation Counsel.

42. **I.R.S:** The Payee of proceeds from this Agreement (Payee is defined herein as "Lessee" unless designated elsewhere in this agreement) must complete and file with The LERNER a new IRS Form W-9 once every calendar year, which must be on file with The LERNER at least six weeks (6) prior to the scheduled event.

43. **SALES/USE TAX:** Lessee must pay Indiana Sales Tax on agreed upon facility and equipment rental charges unless Lessee hold a valid tax-exempt status. Lessee must provide evidence of valid tax exempt status at least ten (10) business days prior to scheduled event.

- 44. **SOUND LEVELS:** The decibel limits are controlled by the type of show and/or music and under the discretion of the **Technical Director.**
- 45. **OTHER CONDITIONS:** It is agreed that any matters not expressly provided for in this agreement will be at the sole discretion of The LERNER.
- 46. **ADDENDUM:** It is agreed that the following items are added to the above conditions of this lease agreement for the purpose of this single occasion.
- 47. **BOX OFFICE BUILDS AND ON-SALES:** Lessee shall use The Lerner ticketing service, Ticketmaster, for all ticket sales and entry into The Lerner, including comp tickets. Every guest entering The Lerner shall be counted. Building events and shows will need at least seventy-two (72) hours to be ready for the approved pre-sales and on-sales. Box Office at The Lerner will be staffed and managed during event day by Lessor (hours TBD). Lerner Box Office Staff will be on site for Will-Call and Guest Services and conflict resolution. The Lessee will be responsible for any changes or additions to the initial event build.

See attachment for additional charges.

In Witness Whereof the parties have hereunto set their hands and seal this     \_day of     ,     .

\_\_\_\_\_  
(Lessee)

For: The LERNER and the City of Elkhart, Indiana  
(Lessor )

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE LERNER

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

FEIN: \_\_\_\_\_

NFP#: \_\_\_\_\_



December 9, 2024

Lerner Theatre Board,

We are pleased to share the updated 2025 Lerner event contract for your review. Key updates include:

- Revised Ticketmaster language for clarity.
- Updates reflecting the 2025 rate card.
- Adjustments to credit card fee details.
- Clarification of the historical fee structure for ticket pricing.
- Security update

Please don't hesitate to reach out with any questions or to discuss further clarifications. We look forward to your feedback and moving ahead collaboratively.

Regards,

Scott Welch  
Blake McDaniel  
Sherry May

CEG Entertainment

12/11/24  
Lay Stopp  
Diana Lawson  
Carrie Bergholt Webber  
JCA



# THE LERNER

## CITY OF ELKHART

410 South Main Street, Elkhart IN 46516

### EVENT CONTRACT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between The LERNER Theatre and the City of Elkhart, Indiana, ("LERNER"), and \_\_\_\_\_ ("Lessee"), Witnesseth:

1. THE LERNER agrees to furnish to Lessee:  the entire Auditorium;  the Lobby only;  the \_\_\_\_\_ room only;  the Theatre only (the "Theatre") of The LERNER Theatre, 410 S. Main Street, Elkhart, Indiana (the "Building"), (The Building and its appurtenances are collectively referred to as the "Premises") commencing at or about \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, and terminating on or about 11:59pm on the \_\_\_\_\_ day of \_\_\_\_\_.

All public events must include one intermission of a minimum of \_\_\_\_\_ minutes in length per performance. If Promoter chooses not to have an intermission, The LERNER may charge the Lessee a negotiable fee for reduced concession income. The intermission for the Event is set at \_\_\_\_\_ minutes.

#### 2. AMOUNT AND TIME OF PAYMENT:

The Lessee will present \_\_\_\_\_ and furnish everything necessary for the performance not hereinafter agreed to be furnished by The LERNER, and will pay The LERNER, as follows:

- a) the rental of \_\_\_\_\_ Dollars ("Base Rental Fee") or \_\_\_\_\_ of the gross receipts, whichever is higher, not to exceed twice the Base Rental Fee;
- b) an upfront deposit of the Base Rental Fee by Certified Check on the date of signing of this Event Contract; Event Contract and Deposit are due prior to show announcement.
- c) any balance due from Lessee will be paid upon receipt of invoice;
- d) if for any reason the balance is not paid when due, any box office receipts in the possession of The LERNER may be applied to the payment of the balance due.

If within seven (7) days of the event, ticket event revenue is not sufficient to pay the estimate of cost indicated on the Addendum to the Event Contract, the estimated balance must be paid in full by Lessee upon demand. Non-ticketed events are subject to the minimum required event charge as specified on the User Rate Sheet which shall be paid at the time the Event Contract is signed.

All tickets for the event, including tickets requested by the Promoter to be sold on consignment, shall be created and issued exclusively by the Lerner Box Office ticketing system. All electronic must be sold through the direct link provided by The LERNER. Lessee shall return any consignment tickets into the box-office three (3) days before a performance. The Promoter will be charged the full ticket price for unreturned consignment tickets.

The LERNER reserves \_\_\_\_\_ promotional seats in the auditorium without charge. The Lessee shall pay a ticket printing fee of cents (\$ \_\_\_\_\_) per general usage ticket. Complimentary tickets ticket printing fee at (\$ \_\_\_\_\_) cents per ticket issued.

#### TERMS AND CONDITIONS:

1. **INSURANCE:** Lessee will carry the following insurance:
  - A. General liability; premises completed operations or products. Bodily injury and Property Damage limits: \$1,000,000.00 combined single limit; The LERNER and City of Elkhart named as additional insureds. Workmen's Compensation per statutes of the State of Indiana. Employees liability \$100,000.00.
  - B. Auto liability, Bodily Injury and Property Damage limits \$500,000.00 combined single limit; The LERNER and City of Elkhart named as additional insureds.  
**LESSEE** shall furnish The LERNER with a certificate of insurance showing The LERNER and the City of Elkhart as additional insured at least two weeks prior to the event.
2. **LAW OBSERVANCE:** Lessee and its agents shall conform to and comply with all the laws of the United States and the State of Indiana, and all of the ordinances of the City of Elkhart, Indiana, and the rules and regulations of The LERNER for the government and management of the Premises, together with all rules and requirements of the Police and Fire Department of the City of Elkhart, Indiana and will not do, or suffer to be done, anything on said Premises, during the term of this lease, in violation of any such rules, laws, or ordinances. Lessee shall be responsible to make deductions for Federal Tax, F.I.C.A. and Indiana Income and Employment Tax for all employees and pay same to the proper governmental agency. No lewd or indecent actions, conduct, language, pictures, or portrayals shall be included in the activities or events presented by Lessee on the Premises.



3. **CONTROL OF BUILDING:** The LERNER does not relinquish the right to control the Building, and enforce all necessary and proper rules for its operation. The LERNER and Crystal Ballroom Management and staff of the Building may enter the same, and all of the Premises, at any time and on any occasion. The LERNER shall at all times retain sole control and direction of its ticket office, sales revenue and its personnel until settlement.
4. **NO DEFACEMENT OF BUILDING:** Lessee shall not injure, mar, or deface the Premises, nor shall Lessee drive, or permit to be driven, any nails, hooks, tacks or screws, nor apply any glue or other adhesive substance, in any part of the Premises, nor shall Lessee make, or allow to be made, any alteration of any kind therein. If the Premises shall be damaged by the act, default or negligence of Lessee, or the Lessee's agents, employees, patrons or any persons admitted to the Premises by Lessee or its agents, licensees and invitees, Lessee will pay to The LERNER upon demand, such sum as shall be necessary to restore the Premises to its present condition. Physical changes to the Premises required by the event's technical production are subject to approval by The LERNER. Approved physical changes are at the sole cost of Lessee and Lessee is required to restore the Premises to their present condition unless otherwise agreed in writing prior to the scheduled event, normal wear and tear excepted.
5. **NO OBSTRUCTION TO SIDEWALK AND OTHER PASSAGEWAYS:** No portion of the sidewalks, entries, passages, vestibules, halls, elevators, and other ways of access to public utilities of the Premises, shall be obstructed by Lessee or used for any purpose other than for ingress and egress. Water closets and water apparatus will not be used for any purpose than that for which they were constructed, and no sweepings, rubbish, rags, paper or other substances shall be thrown therein. Any damage resulting to them on account of misuse of any nature or character whatever, shall be paid by Lessee.
6. **AISLES CLEAR:** Lessee will permit no chairs or removable seats to be or remain in the passageways, and will keep all passageways clear at all times.
7. **NO RESPONSIBILITY FOR PROPERTY IN BUILDING:** The LERNER assumes no responsibility whatever for any property placed in or on the Premises, and The LERNER is relieved and discharged from any and all liability for any loss, injury or damage to persons or property that may be sustained by reason of the occupancy of the Premises, or any part thereof, under this lease. All watchmen or other protective service desired by Lessee must be arranged for by special agreement with The LERNER.
8. **REMOVAL OF STRUCTURES:** In the event platforms or staging or any other structures are erected by Lessee or any of the exhibitors in any portion of the Premises, the expense of construction and removal shall be paid by Lessee. All damage to the Premises caused by the erection or removal of such structures shall be paid by Lessee.
9. **SIGNS AND POSTERS:** Lessee will not post or allow to be posted any signs, cards or posters except upon display areas as The LERNER may provide. Use of such areas is a non-exclusive right. All Material is subject to approval by The LERNER.
10. **FORCE MAJEURE:** The LERNER strictly follows governmental and/or health authority directives and guidelines. If, within 10 weeks of the scheduled EVENT, such directives or guidelines should modify VENUE capacity or outline restrictions requiring enhanced operations and safety protocols, the parties agree that Force Majeure conditions exist and:
  - A. Lessee or The LERNER will have the right to unilaterally postpone or cancel EVENT without liability, or penalty other than the obligation to refund ticket purchases to patrons, with the understanding that a cancellation will only follow good faith efforts to reschedule;
  - B. Any direct costs associated with ensuring the health and safety of staff, audience, and/or artists within The LERNER, pursuant to said directives and guidelines, shall be borne by Lessee including but not limited to reopening costs, screenings at points of entry, personal protective equipment, additional front-of-house, security and cleaning/disinfecting labor plus materials.
11. **UNAVOIDABLE HAPPENING:** If, for any reason, an unforeseen event occurs, including, but not limited to, fire, casualty, labor strike, or other unforeseen occurrence, which renders impossible the fulfillment of any term of this contract, the Lessee shall have no right to nor claim for damages against The LERNER.
12. **PUBLIC SAFETY:** Lessee agrees that it will conduct its activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by The LERNER, or duly authorized government agencies responsible for public safety, to assure such safety. The LERNER shall retain the right to cause the interruption and termination of any performance when in the sole judgment of The LERNER such act is necessary in the interest of public safety.
13. **EVACUATION OF FACILITY:** Should it become necessary, in the judgment of The LERNER, to evacuate the Premises because of a bomb threat or other reasons of public safety, the Lessee will retain possession of the Premises for sufficient time to complete presentation of this activity without additional rental charge providing such time does not interfere with another Lessee. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted at the discretion of The LERNER management based on the situation, and the Lessee hereby waives any right and all claims for damages against The LERNER, or any of its agents.



14. **OBJECTIONABLE PERSONS:** Lessee assumes full responsibility for the character, acts, and conduct of all persons admitted to the Premises, or to any portion thereof, by the consent of Lessee, or Lessee's employees or any person acting for or on behalf of Lessee, and Lessee agrees to have on hand at all times sufficient police force, the number of which to be determined by The LERNER, to maintain order and protect persons or property. The LERNER reserves the right to eject any objectionable person or persons from the Premises and upon the exercise of this authority, through its manager, agents, or policemen; Lessee hereby waives any right and all claims for damages, against The LERNER or any of its agents.
15. **PERFORMANCE CONTRACT:** The Lessee certifies and attests that he has a valid, properly executed and enforceable contract with the performers whose services form the basis for this desire to rent the Premises. The Lessee shall submit to The LERNER upon demand a copy of the contract with the performers. The LERNER retains approval right of performance, exhibition, or entertainment to be offered under this agreement, and Lessee agrees that no such activity or part thereof shall be given or held if The LERNER objects on the grounds of character offensive to public morals, failure to uphold event advertising claims or violations of event content restrictions agreed to by both parties after the time of completion of this agreement.
16. **ASSIGNMENTS:** Lessee shall not assign this lease or use of the Premises other than herein specified, nor sublet the Premises or any part thereof, without the written consent of The LERNER.
17. **STAGE CREW AND HOUSE STAFF:** Assistance in the handling of baggage, scenery, production supplies, sound and lighting equipment of Lessee and/or contracted performers shall be at the expense of Lessee. Ushers, ticket-takers, and additional box office and housekeeping personnel, **TO BE PROVIDED BY THE LERNER**, (see attached schedule of rates) shall be at the expense of the Lessee.
18. **SECURITY:** Local/Community events held in The Lerner Theatre require the following for security and safety: 1 usher (designated for crowd and life safety) per 250 patrons, 1 security/event personnel (designated for crowd control and event safety) per 500 patrons and 1 armed security officer per 1,000 patrons. Exceptions may be made at the discretion of the General Manager ("GM") as the GM deems appropriate. Concerts/large events held in The Lerner Theatre require the following for security and safety: 1 usher (designated for crowd and life safety) per 200 patrons, 1 security/event personnel (designated for crowd control and event safety) per 250 patrons and 2-armed security officers per 1,000 patrons. Any additional security personnel will be an expense charged to the Lessee per event and will be at the discretion of The Lerner management after consultation with local law enforcement and Lessee. Exceptions may be made at the discretion of the General Manager ("GM") as the GM deems appropriate
19. **BAG RESTRICTIONS:** Patron bags exceeding 14 inches by 14 inches (14" x 14") are not permitted inside The Lerner. The term "bags" includes, without limitation, backpacks, briefcases, luggage, duffle bags, musical instrument cases, purses, boxes, packages and carry-alls. All bags are subject to search at the discretion of management and/or security personnel. Exceptions are made for bags used to carry medical equipment and diaper bags for customers with small children. Guests with prohibited items will be turned away from the entrances to return items to their vehicles or to dispose of them. No storage or "check in area" will be provided for prohibited items. Lerner management reserves the right to deny any item it deems to be a safety hazard.
20. **WEAPONS/FIREARMS BAN AT REQUEST:** At any time prior to event date, Lessee may institute a no weapons policy for their event at The Lerner Theatre. Lessee would be required to fill out "Weapons Firearms Ban Designation Form" and return to theatre management. Any personnel and equipment rental charges for this implementation will be assessed to the Lessee. Should a Lessee designate an event as a no weapons or firearms event, off-duty law enforcement or retired law enforcement persons with certified firearms qualifications under their previous or current agency, may register themselves with hired security to be admitted to event with firearm or weapon.
21. **CATERING AND MERCHANDISING:** All food and beverage service to contract performers, public or private receptions, meetings, and/or stage crew shall be provided by The LERNER caterer at the expense of Lessee. The LERNER caterer shall have first right of refusal for said services. The LERNER reserves all rights not specifically granted to Lessee under terms hereof including, but not limited to, the sale of all merchandise items and programs. No free sample of food, beverage or product may be given away or otherwise distributed without prior consent in writing of The LERNER. The LERNER shall have the right to confiscate any food, beverage or product not served in accordance with the catering contract. Lessee agrees to inform all merchandisers and their agents that the venue will assess a seller's fee for a seller request (required minimum of 2) and a commission fee on the gross sales. Seller's fee shall be \$100 each for a merchandise seller provided by the LERNER. Commission on the sale of promotional items shall be twenty percent (20%) of the gross sales, to be paid the day of event. Failure to communicate the venue merchandise terms to the merchandisers and agents will result in the amount of \$.25 per patron to the venue to be assessed at the promoter closing.
22. **REFUND OF TICKET REVENUE:** The LERNER retains the right to make ticket refunds for cause, in keeping with The LERNER's policy of retaining public faith. This shall include, but not be limited to, show cancellation, seats blocked by equipment when exchange for comparable location is not possible, failure of projection equipment, failure of act to perform or



to go on stage within a reasonable time of schedule provided by Lessee. In all other instances, requests for refunds will be referred to and exclusively up for approval by the Lessee.

23. **ADVERTISING:** Lessee agrees that all advertising of event will designate the facility as The LERNER, and will include the phrase "Tickets available online www.Ticketmaster.com." Additionally, Lessee agrees that all advertising of event designate the city as ELKHART. The LERNER has the final approval of all text that will be placed on its marquee, and to edit any message requested by Lessee. Multiple events may be listed at the same time.
24. **PROMOTIONAL MATERIALS:** The LERNER has the sole right to display posters and to distribute flyers, brochures, and other promotional materials throughout the facility at all times.
25. **EMAIL MARKETING:** The LERNER will offer two complimentary emails to the Lessee, along with inclusion in a weekly email newsletter. Complimentary emails will include an announcement to the patron database about the event, in conjunction with the event announcement and box office sale and a second email to the patron database near the end of the campaign. Lessee may purchase one additional email for every 60 days that an event is on sale at a rate of \$99. The purchased email will be placed in rotation at the discretion of the Marketing Manager. The LERNER guarantees an open rate of 20% on the purchased email. The purchased email can be sent to two targeted groups in the LERNER patron database. To access the entire LERNER patron database, the purchased email must contain a discount or exclusive offer.
26. **LOST ARTICLES:** The LERNER shall have the sole right to collect and have the custody of articles left in the Premises by persons attending any performance, exhibition or entertainment given or held in the Building, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles.
27. **SEATING CAPACITY:** In no event shall tickets to any concert, entertainment, exhibit, or any other use of the Premises by Lessee, be sold or disposed of in excess of the seating capacity of the house. The LERNER will have the right to retain 1% plus 1 of seating capacity of house seats as backup for ticket and problem seat locations per performance.
28. **OPENING HOURS:** Lessee agrees to open doors for event in accord with advertised times unless The LERNER agrees to the contrary.
29. **ELECTRICITY AND WATER:** In the event extra lights, electrical power, or water other than the regular house lights or electrical power or water usage shall be required by Lessee, they shall be paid for by Lessee at the rates in effect in the Building.
30. **CIVIL RIGHTS:** Lessee agrees not to discriminate against any employee or any applicant for employment because of race, religion or national origin, and further agrees likewise not to discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.
31. **ALCOHOLIC BEVERAGES AND CONCESSIONS:** Lessee shall not permit any alcoholic beverages to be brought into, or consumed on the Premises without the express written permission of The LERNER. The LERNER has the absolute discretion to provide all event catering, alcoholic beverages and concessions to be sold at the performances and events. The LERNER reserves the right to request catering/concession personnel to refuse to serve anyone who appears to be intoxicated. The LERNER has the right to adjust the Base Rental Fee if concessions are not allowed.
32. **RADIO AND TV:** Lessee shall have the exclusive right to negotiate and enter into agreements for the granting of radio, television broadcast and recording rights in connection with the staging of any game, performance or event, under the terms of this lease, providing that any and all revenue from said radio, television or other rights so granted shall be included in the gross receipts for such event in the same manner as the receipts from ticket sales, and The LERNER shall be entitled to the same percentage thereof.
33. **COPYRIGHTS:** Lessee will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, material, devices, process or dramatic rights, used on or incorporated in the event. Lessee agrees to indemnify, defend and hold harmless, The LERNER from any claims or costs, including legal fees, which might arise from question of use of any such material described above.
34. **DEFAULT:** Should the Lessee default in the performance of any of the terms and conditions of this Lease, The LERNER Manager, at his/her option, may terminate the Lease and Lessee shall be liable for the full amount of the rent, and advertising costs incurred, less rent charges received from others for use of the premises at the times specified in this lease. Any deposit made by Lessee to The LERNER shall be retained by The LERNER as damages.
35. **RETENTION OF LESSOR PRIVILEGES:** Waiver or failure of The LERNER to insist upon strict and prompt performance of the covenants and agreements hereunder, or any of them, and the acceptance of such performance hereafter, shall not



constitute or be construed as a waiver or relinquishment of The LERNER's right hereafter to enforce the same strictly, according to the tenor thereof, in the event of continuous or subsequent default on the part of Lessee.

**36. TERMINATION:** The LERNER reserves the right to terminate the Lease granted by this agreement for good cause (which does not include subsequent scheduling of a more preferred event). Good Cause includes, without limitation, police ordered closings, acts of God, emergency public health and public safety issues, an Alert status issued by the U.S. Dept. of Homeland Security, terrorist attacks against the U.S., or acts of war. In the event The LERNER exercises the right retained by it hereunder, it shall refund, or, as the case may be, release Lessee from liability for payment of an amount bearing the same proportion to the total payment provided for in Paragraph One hereof as the period in which the facilities are in fact not utilized bears to the total duration of Lease. Should the Lessor exercise its right to terminate this Lease, Lessee agrees to forego any and all claims for damages against Lessor and further agrees to waive any and all rights which might arise by reason of the terms of this lease; and Lessee shall have no recourse of any kind against The LERNER.

**37. CANCELLATION:** Cancellation of an event by a Lessee will be subject to the following schedule of cancellation fees and forfeiture of deposits on account, as liquidated damages:

More than 120 calendar day notice: \$1,000; or Theatre rental fee whichever is higher;

Less than 120 calendar day notice: \$1,000 plus 50% of the rental fee;

Less than 90 calendar day notice: \$1,000 plus 75% of the rental fee;

Less than 60 calendar day notice: \$1,000 plus 100% of rental fee;

plus 100% of any expenses incurred. All expenses will include, without limitation, double the contracted Box Office Fee and blended transaction fee based on gross ticket sales at the time of cancellation.

The LERNER agrees to use reasonable means to mitigate its damages. The LERNER will not retain any fee if cancellation is due to Good Cause as defined in the Termination section.

**38. AUDITORIUM SURCHARGE:** Lessee agrees that every ticket sold to the aforementioned event, whose pre-discount face value is \$5.00 or more, will include an embedded \$3.00 LERNER Historical Fee in its advertised price structure, as well as a \$ LERNER Facility Fee, not included in the advertised price. Said Historical Fee must be included in the advertised ticket prices and will be deducted from gross ticket sales at settlement. The Facility Fee will not be included when calculating the gross ticket sales revenue.

**39. TICKET SALES AND BOX OFFICE:** The Box Office and all ticket sales shall be under the exclusive control of The LERNER. The LERNER Performing Arts Center Box Office charges are as follows: Lessee agrees to pay % surcharge on total receipts handled by The LERNER Theatre Box Office, in addition to a % bank charge on all credit card purchases handled through The LERNER Theatre Box Office. Lessee designates that the % bank charge on all credit card purchases be charged to the ticket purchaser upon check-out. Credit card fees/surcharges will not be included in the computation of gross ticket sales.

**40. SETTLEMENTS:** Upon request, The LERNER will submit preliminary settlement figures with 48 business hour notice. The LERNER shall make a good effort to settle with Lessee the next working day, provided all invoices and ticket sales are received and reconciled. Settlement shall be made by check or wire transfer, to be written/wired after total reconciliation of outstanding invoices and ticket sales. However if payment is requested at settlement, a request must be received by The LERNER not less than 48 business hours prior to settlement date.

**41. INDEMNIFICATION:** Lessee agrees to indemnify and hold harmless The LERNER, City of Elkhart and their officers, agents and employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including, without limitation, any person, firm, partnership or corporation, in connection with, or arising out of, any negligent act or omission by Lessee or any of its employees or agents performing work under this agreement. Notice of any suit covered by this indemnification will be promptly given to The LERNER and City of Elkhart Corporation Counsel.

**42. I.R.S:** The Payee of proceeds from this Agreement (Payee is defined herein as "Lessee" unless designated elsewhere in this agreement) must complete and file with The LERNER a new IRS Form W-9 once every calendar year, which must be on file with The LERNER at least six weeks (6) prior to the scheduled event.

- 43. **SALES/USE TAX:** Lessee must pay Indiana Sales Tax on agreed upon facility and equipment rental charges unless Lessee hold a valid tax-exempt status. Lessee must provide evidence of valid tax exempt status at least ten (10) business days prior to scheduled event.
- 44. **SOUND LEVELS:** The decibel limits are controlled by the type of show and/or music and under the discretion of the theatre manager.
- 45. **OTHER CONDITIONS:** It is agreed that any matters not expressly provided for in this agreement will be at the sole discretion of The LERNER.
- 46. **ADDENDUM:** It is agreed that the following items are added to the above conditions of this lease agreement for the purpose of this single occasion.

See attachment for additional charges.

In Witness Whereof the parties have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Lessee)

For: The LERNER and the City of Elkhart, Indiana  
(Lessor )

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE LERNER

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

FEIN: \_\_\_\_\_

NFP#: \_\_\_\_\_