



Lexington Auditorium Association  
P O Box 100; 111 South 11<sup>th</sup> Street  
Lexington, MO 64067 – 0100  
303.946.8209; 816.916.2996  
[thelexismore@gmail.com](mailto:thelexismore@gmail.com)  
[www.thelexcenter.org](http://www.thelexcenter.org)

# **The LEX Rental Packet**

Policies and Procedures

Building Use Fee Schedule

Building Use Rental Form

Calculation of Fees

Liability Acknowledgement

Alcohol Policy and Release of Liability

Cleaning Checklist

Stage Use Addendum

Rendering(s) of building



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## **The LEX Policies and Procedures**

The Lexington Auditorium Association is a not-for-profit corporation which operates The LEX (Lexington Municipal Auditorium) building and grounds. Recently renovated, this historic 1939 facility is beloved by the funders, volunteers and citizens who have achieved it's reopening and current state of affairs. The LAA is taking great care to ensure The LEX's long survival and use by ALL local and regional communities. These policies and procedures are meant to further it's longevity by keeping all parties aware of their responsibilities. Thank you for taking the time to read them.

### **GENERAL INFORMATION:**

- The Auditorium is available for use seven (7) days a week.
- The Main Hall measures 58 ft long by 52 feet wide, excluding balcony.
- Stage dimensions are 25ft wide by 17ft deep by 18 ft tall and is elevated 38 inches higher than The Auditorium floor.
- General access to the building begins at 8am.
- Earlier entry times may be arranged with LAA Staff depending on your event needs.
- All events must end by 1am.
- A minimum 2 hour turnover time is required for two or more separate events on the same day.
- The maximum approved occupancy is 395.
- The LEX includes the following features: an ADA entrance ramp and automatic door, an ADA interior wheelchair lift serving (3) levels (not stage or balcony), enlarged women's restroom and ADA/Family restroom on Lobby Level, men's and ADA/Family restrooms in Lower Hall.

### **BUILDING USE FORMS:**

The LEX will be rented only by those who fill out and return the Building Use Rental, Calculation of Fees, Liability and Acknowledgement, and if applicable, Alcohol Policy and Release of Liability Forms along with full deposit amount and at least half (50%) of calculated Building Use fee. The date of the event will not be officially added to our events calendar until these have been received. Any balance of the rental fee not paid at the time of booking, is due by and must be paid in full at least five (5 ) days prior to date of the event. No event may begin without full payment of fees.

### **RENTAL RATES AND PAYMENT STRUCTURE:**

The LEX may be rented by individuals, businesses, and organizations based on the rate schedule approved by the LAA Board of Directors. For detailed breakdown of rates and fees, see the Building Use Fee Schedule included in this packet.

### **CANCELLATIONS:**

A renter's cancellation not received at least ten (10 ) business days in advance of an event will result in forfeiture of the damage deposit. The LAA Board of Directors and Staff reserve the right to cancel events due to unforeseen circumstances. In such an unlikely instance, the Renter's deposit and any fees will be refunded in full and The LAA is not responsible for any additional costs incurred by the Renter. Additionally, the Renter's failure to comply with any and all of the contractual agreements and policies of The LEX may result in the cancellation of the event with no fee reimbursement.

### **ADA LIFT:**

The ADA lift provides access to the three (3) levels of The LEX and is for use ONLY by patrons in wheelchairs or who have difficulty with stairs. It is NOT to be used for loading equipment or catering supplies of any kind. DOORS TO THE LIFT ARE AUTOMATIC AND SHOULD NOT BE FORCED OR PUSHED IN ANY MANNER.



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## **The LEX Policies and Procedures**

The LEX Policies and Procedures continued

### **DAMAGE DEPOSIT AND CLEAN UP:**

The minimum damage deposit is \$200 and covers the Auditorium, Stage, Lobby, and Lower Hall Restroom Areas. The damage deposit must be paid at the time of the reservation. For events with 150 more participants, a larger damage deposit may be required. This deposit amount, not to exceed \$500.00 will be determined by The LAA Board of Directors and Staff. The damage deposit will be returned upon satisfactory cleanup after the event. A Cleaning Checklist is provided in this rental packet. Cleanup is to be provided by the group, individual, business or organization renting the facility. If there are additional charges for cleanup incurred by The LEX staff, these will be deducted from the Renter's damage deposit.

### **DECORATIONS:**

All decorations are the responsibility of the Renter. Décor which affixes to walls, ceilings, doors or windows is not permitted. Set pieces (i.e. wedding arches, photo backdrops,, etc.) must be freestanding and cannot be nailed into or otherwise taped to auditorium floor or walls. Most table décor is permitted. NO GLITTER IN ANY FORM OR GLITTER SPRAY ARE PERMITTED inside or outside the facility or on the stage. NO OPEN FLAME CANDLES ARE PERMITTED per compliance with city regulations. The Renter must supply its own extension cords, power strips, batteries and other basic needs particular to Renter's event. For onstage decoration guidelines, please see the Stage Use Addendum included in this packet.

**INSURANCE:** Please review the Liability and Acknowledgement included in this packet.

### **MARKETING/PUBLICITY:**

The LAA will list the Renter's event, per request, on its calendar, website and /or other media controlled by The LAA. All other marketing, including but not limited to posters, flyers, press releases and/or social media, is the sole responsibility of the Renter.

### **PARKING:**

Public parking available in adjacent parking lot across the street. On street parking near the building is limited. The alley on the north side of the building is typically available for loading/unloading materials and equipment. NO VEHICLE MAY BE PARKED INDEFINITELY IN THE ALLEYWAY. Arrangements may be made with The LEX Staff for reserved or restricted parking directly in front of The LEX entrance for an event. There is no guarantee of this arrangement.

### **PRODUCT SALES:**

For events in which goods and services are sold, the Renter is responsible for all transactions including but not limited to sales, tracking, deliveries, taxes, etc. The LAA Board of Directors and Staff assume no liability or responsibility for any sales or business transactions made during Renter's use of facility.

### **REPEAT RENTALS:**

Organizations, businesses, and individuals wishing to rent the facility repeatedly will be approved at the sole discretion of the LAA Board of Directors and Staff. It is the goal of LAA to make The LEX available to any and all interested parties. However, being a civic organization, it is the policy of the LAA that no religiously or politically affiliated groups or parties rent the facility on a regular basis.



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## **The LEX Policies and Procedures**

The LEX Policies and Procedures continued

### **STAFFING:**

In order to ensure the protection of the facility and all in-house equipment, the LAA Board of Directors and Staff may require a Renter to utilize the house maintenance and/or technical staff for their event. The LAA Board of Directors and Staff shall have the right to waive this requirement if the Renter has trained employees and/or volunteers to provide technical services. At least one LAA Staff or Representative will be present (or on-call nearby) during all events to help safeguard guests and facility property, and to address any questions or issues regarding the facility. The Renter may be billed at the rates listed in the Building Use Fee Schedule included in this packet.

### **STAGE AND TECHNICAL EQUIPMENT:**

Renters planning to use the stage or technical equipment must review the Stage Use Addendum included in this packet. If the Renter chooses not to use the stage, the front curtain will remain closed during the event and stage access will be limited to LAA Staff only. Currently, The LEX does not have wheelchair access to the stage floor.

### **VALUABLES:**

The LAA Board of Directors and Staff are not responsible for lost or damaged valuables on grounds of The LEX or brought into the facility by Renter or its participants.

### **WEAPONS:**

Other than trade shows featuring weapons for sale or display, weapons (object used to inflict injury to person or damage to property) of any kind are prohibited on the grounds or in the facility.

### **TOBACCO USE OR USE OF ILLEGAL SUBSTANCES IS NOT ALLOWED AT ANY TIME ON THE GROUNDS OR IN THE FACILITY.**

Grounds are defined as the entire plot of land surrounding The Lexington Auditorium (The LEX) as seen in renderings of building in this rental packet.



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## The LEX Building Use Fee Schedule

Minimum rental time for the Auditorium is 4 hours, which must include set up/break down/clean up.  
*For rentals that run less than 4 hours, the minimum rental rate still applies.*

For those rentals that require more preparation time or have other special needs, the LAA Board and Staff will determine the appropriate rates and fees in consultation with the renter.

### Standard Minimum Fee:

Auditorium: \$200.00 4 hour rental  
\$400.00 8 hour rental  
Additional per hour increments, \$50  
Lower Hall: Small meeting, 2 -3 hours, \$50.

### Not- For Profit Fee Minimum:

Auditorium: \$175.00 4 hour rental  
\$350.00 8 hour rental  
Additional per hour increments, \$35  
Lower Hall: Small meeting, 2-3 hours, \$50

### Weekend Special: Ideal for Weddings, Receptions and Reunions

<b>Standard Fee:</b>	Auditorium \$800.00	Friday 8am – Sunday 12pm (Noon)
<b>Not For Profit Fee:</b>	Auditorium \$725.00	Friday 8am – Sunday 12pm (Noon)

Tables and Chairs provided at no extra cost and available for use, must be set up and taken down by renter:  
10 - 8ft rectangle tables      15 - 60" Round tables      300 Chairs

### Tablecloths \$9.00 each

White, Off White, or Black  
White or Black

Rectangle Table Cloths  
Round Table Cloths

### Chair Covers white or black \$2 each

### Damage Deposit:

A \$200 damage deposit\* is required for the Auditorium rental. The damage deposit will be returned upon satisfactory cleanup by the Renter of the facility, as determined by the LAA staff.

\*Events with 150 or more participants may require a larger deposit, to be determined by the LAA Board and staff. This larger deposit amount will not exceed \$500 maximum.

A clean up checklist will be provided to Renter before the event date.

### Production and House Staff:

The LAA Board reserves the right to require additional facility staff for any event.

Facility Manager	\$20.00/hour, two hour minimum
Bartender	\$20.00/hour, two hour minimum
Uniformed Security Staff - one(1) or two (2)*	\$35.00/hour, two hour minimum
Stage lighting/Sound Control Technician**	\$20.00/hour, two hour minimum

**\*The LAA Board of Directors and Staff have the authority and discretion depending on the event to require 1 security staff at the above level or if they deem this necessary, and will determine if the security personal must be uniformed.**

**\*\* Currently The LEX provides limited lighting/sound equipment. The Renter must provide any extra needed equipment and operator(s) at its own expense.**

**Rental rates and other fees are subject to change at the discretion of the LAA Board and Staff.**

Effective 10.15.2020



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## The LEX Building Use Rental Form

Name of Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone \_\_\_\_\_

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

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

What describes your organization? Check all that apply. \_\_\_\_\_ Friend of The LEX

\_\_\_\_ For Profit      \_\_\_\_ Not for Profit      \_\_\_\_ Individual      \_\_\_\_ Business

\_\_\_\_ School      \_\_\_\_ Church      \_\_\_\_ Service Organization      \_\_\_\_ Production Group

\_\_\_\_ Other (please describe) \_\_\_\_\_

\_\_\_\_ Check here if billing information is the same as above

Billing Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

Brief explanation of building use:

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Requested date(s) and Time(s): *please include detailed description of setup, event start and end times, clean up and equipment needs.*

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**Return this form with the completed Fee Calculation Form, Liability Acknowledgement and Alcohol Policy and Release of Liability if applicable.**



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## The LEX Calculation of Fees

**Renter's**  
**Name/Organization:** \_\_\_\_\_

### Building Rental Fees:

Main Hall: Hours: \_\_\_\_\_ \$ \_\_\_\_\_

Weekend Rate \$ \_\_\_\_\_

Lower Hall: Hours: \_\_\_\_\_ \$ \_\_\_\_\_

Subtotal: \$ \_\_\_\_\_

### Staff Fees:

Facility Manager: Hours: \_\_\_\_\_ x \$20.00 = \$ \_\_\_\_\_

Bartender: Hours: \_\_\_\_\_ x \$20.00 = \$ \_\_\_\_\_

Uniformed Security: Hours: \_\_\_\_\_ x \$35.00 = \$ \_\_\_\_\_

Light/Sound Tech: Hours: \_\_\_\_\_ x \$20.00 = \$ \_\_\_\_\_

Subtotal \$ \_\_\_\_\_

White	Rectangle Table Cloths # Needed	_____ x \$9 = \$ _____
Off White	Rectangle Table Cloths # Needed	_____ x \$9 = \$ _____
Black	Rectangle Table Cloths # Needed	_____ x \$9 = \$ _____
White	Round Table Cloths # Needed	_____ x \$9 = \$ _____
Black	Round Table Cloths # Needed	_____ x \$9 = \$ _____
White	Chair Covers #Needed	_____ x \$2 = \$ _____
Black	Chair Covers #Needed	_____ x \$2 = \$ _____

Subtotal: \$ \_\_\_\_\_

Damage Deposit: \$ \_\_\_\_\_

Total Rental Amount Due: \$ \_\_\_\_\_

\_\_\_\_ Fifty percent (50%) Building Rental plus Damage Deposit: \$ \_\_\_\_\_ cash/check # \_\_\_\_\_

Balance Due \$ \_\_\_\_\_ by (date) \_\_\_\_\_

(Full payment must be received at least five days before the event begins)

**OR**

\_\_\_\_ Full Building Rental plus Damage Deposit: \$ \_\_\_\_\_ cash/check # \_\_\_\_\_

**TOTAL OF ALL PAYMENTS ENCLOSED: \$ \_\_\_\_\_**

**RECEIVED BY** \_\_\_\_\_ **DATE** \_\_\_\_\_

Please return this form with the completed Building Use Rental Form, Liability Acknowledgement and Alcohol Policy and Release of Liability if applicable.



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## The LEX Liability Acknowledgement

The LAA carries limited insurance. In lieu of requiring additional insurance from individual renters, we ask that you read and sign the Liability Acknowledgement below.

### ACKNOWLEDGEMENT and RELEASE OF LIABILITY

I have read the Lexington Auditorium Association (LAA) Policies and Procedures, Calculation of Fees and agree to follow all rules and regulations as set out in the above mentioned documents.

I hereby agree to defend (with attorneys acceptable to LAA), indemnify, protect and hold harmless the LAA, its officers, agents, representatives, employees and volunteers from and against any and all damage, loss, claim, liability and expense including, but not limited to, actual attorney's fees and legal costs incurred directly or indirectly by reason of the use of occupancy of The LEX, the act or omissions of me/us, our agents, employees, licensees, invitees or attendees or any claim, demands, damage suit or judgement brought by or on behalf of any person or persons for damage, loss, or expense due to, but not limited to, bodily injury or property damage sustained by such person or persons which arise out of, are occasioned by, or are in any way attributable to me/us, our agents, employees, licensees, invitees, or attendees during our use of The LEX property.

If applicable I/we acknowledge having read the Alcohol Policy and Release of Liability and have included the signed document with the other required rental forms.

In order to confirm your event, you must return this signed Acknowledgement along with the security deposit, full payment or 50% of building rental total along with the following forms: Calculation of Fees, Building Use Rental, Alcohol Policy and Release of Liability (if applicable) no later than 4 weeks prior to the event. The balance of the rental fee is due before the event begins, if not paid in full when returning the forms.

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Signature	Date
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Organization	Title
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Received for The Lexington Auditorium Association:

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By	Title	Date
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**Please return this form with completed Building and Use Rental, Calculation of Fees, and Alcohol Policy and Release of Liability (if applicable) Forms. Our mailing address is:**  
Lexington Auditorium Association; P O Box 100, Lexington, MO 64067

Effective 4.17.19





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## Alcohol Policy and Release of Liability

### ALCOHOL POLICY:

Alcohol may be *served* during your event. It is required that your bar is continuously supervised by an adult over the age of 21 and that any and all State of Missouri, Lafayette County, and City of Lexington liquor laws are complied with during your event. You are required to provide, prior to the start of your event, a SMART Training Certificate, for any individual that will be serving alcohol at your event and assisting you in controlling the consumption of alcohol. The sale of alcohol is prohibited. No alcoholic beverages shall be served on the premises to an individual under the age of 21. Please keep kegs in leak proof containers with a mat placed underneath. Cleaning of spillage is the renter's responsibility and should be done immediately to protect our floors.

\_\_\_\_\_(Lessee), acknowledges the above information is true and correct, have read and accept the terms, conditions, alcohol policy, fees and charges of The Lexington Auditorium Association (dba The LEX) waive and release any and all claims whatsoever arising from participation in events at The LEX.

### READ CAREFULLY THIS IS A WAIVER AND RELEASE OF LIABILITY

Whereas, Lessee has a desire to hold an event on \_\_\_\_\_ at The LEX. Whereas, Lessee fully understands the risks involved in that it is possible to sustain serious injury during the aforementioned rental and NOW THEREFORE, in consideration of the opportunity to participate agrees as follows:

1. Lessee hereby releases, waives and discharges The Lexington Auditorium Association, it's officers, agents, representatives, employees and volunteers ("Releasees") from any and all liability to me, my conservators, guardians or other legal representative, assigns, heirs, and next of kin for any and all claims, demands, losses, or damages on account of any injury, death or damaged property or negligence arising out of, are occasioned by or are in any way attributable to me/us, our agents, employees, licensees, invitees or attendees during our use of The LEX property. I understand that The Lexington Auditorium Association does not endorse or support the aforementioned event.
2. Lessee hereby releases, waives and discharges the Releasees from all liability to me, my conservators, guardians or other legal representative, assigns, heirs, and next of kin for any and all claims, demands, losses, or damages on account of any injury, death or damaged property arising out of any negligence relating in any way to the event.
3. Lessee also hereby agrees to indemnify and hold harmless the Releasees from any claim or demand on account of any injury or damage which I may suffer as a result of aforementioned event.
4. Lessee understands that this release, waiver and agreement to indemnify and hold harmless includes, but is not limited to, damages which are caused, or alleged to be caused, in whole or in part by the negligence of the Releasees.
5. Lessee understands that the opportunity to inspect the facilities and either have done so or will do so, and hereby waives any claim with the respect to use, design or operation of the facilities that may be used.
6. Lessee agrees to provide a SMART Training Certificate or certified bartender certificate/ insurance prior to the event for anyone serving alcohol.
7. The numbered paragraphs of this release of waiver and liability are severable
8. Lessee has read the above agreement and release of waiver and liability and understands that by signing it has given up substantial rights. Lessee signs this agreement voluntarily.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Full Name)

\_\_\_\_\_  
(Name of Group)

\_\_\_\_\_  
Date

Effective 4.17.19



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## The LEX Cleaning Checklist

Renter    Staff    N/A

### Main Room/Hallways/Balcony

☐    ☐    ☐

All items have been removed from property. Any items left behind will forfeit deposit.

☐    ☐    ☐

Pick up trash/recycling items and deposit in trash/recycling receptacles and/or dumpster outside of building.

☐    ☐    ☐

Remove all decorations, confetti, streamers, etc. Remember, No tape allowed.

☐    ☐    ☐

Remove scuff marks on the floor and sweep/mop up any major spills.

☐    ☐    ☐

Wipe tables down.

☐    ☐    ☐

Place tables and/or chairs in the arrangement they were found, unless otherwise specified.

### Men's/Women's Bathrooms

☐    ☐    ☐

Trash picked up and disposed of in receptacles, spills wiped up, toilets/stalls/sinks in good working order.

### Concession Room

☐    ☐    ☐

Wipe down countertops and sink and any other messes.

☐    ☐    ☐

Floor is free of debris/scuff marks and spills.

☐    ☐    ☐

Empty all trash cans and dispose of in receptacle outside.

☐    ☐    ☐

Sink is free of debris – water runs freely down drain.

### Trash/Recycle Receptacles in the alley on North side of Building

☐    ☐    ☐

Trash bags/recyclables are disposed of in receptacles outside, not on top or on the ground.

Renter Signature \_\_\_\_\_ Attendant Signature \_\_\_\_\_

At the end of the rental, A signed copy of the cleaning checklist must be given to the attendant. Upon successful inspection of all checklist items by the building attendant, renters are free to exit the premises. Failure to successfully complete all items will result in forfeit of deposit. Effective 4.17.19



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## **The LEX Stage Use Addendum**

### **STAGE USE INFORMATION AND POLICIES:**

The stage is available for use with the basic Auditorium rental fee\*

- If the renter chooses not to use the stage, the front curtain must remain closed at all times.
- Stage dimensions: 25 feet wide by 17 feet deep by 18 feet tall
- The stage floor is elevated 38 inches higher than the Auditorium floor.
- Entrances to the stage from the Auditorium are both stage right and left.
- Only authorized personnel from the Renter's party are allowed on stage or back stage.
- A basic stage "look" with black curtains along the back wall and sides is available upon request.
- Additional décor (i.e. set walls/furniture/lighting) is the responsibility of the Renter.
- Set construction and painting must occur off site unless prior arrangements are made with the LAA Staff.
- Set loading and strike are the responsibility of the Renter and must occur within rental times.
- Set walls/pieces must be safely free-standing and cannot be nailed or affixed to the stage floor or walls.
- If renting for a two-weekend production, the set walls/pieces/costumes must be removable and/or storable so the Auditorium and stage are available for other rentals during the week. Storage behind stage curtains or in Lower Hall may be available per prior arrangement with LAA Staff.
- The LAA and Staff are not liable for any property left on site.
- No food or beverages are allowed on stage unless used in a production, a non-alcoholic substitute must be used.
- No tobacco products are allowed on stage at any time.
- No open flame candles or incense are permitted on stage at any time, per city regulations.
- Off stage dressing rooms/bathrooms are currently unavailable at this time.
- Dressing areas can be arranged in the Lower hall per prior arrangement with the LAA Staff.

\*Currently, The LEX does not have wheelchair access to the stage.

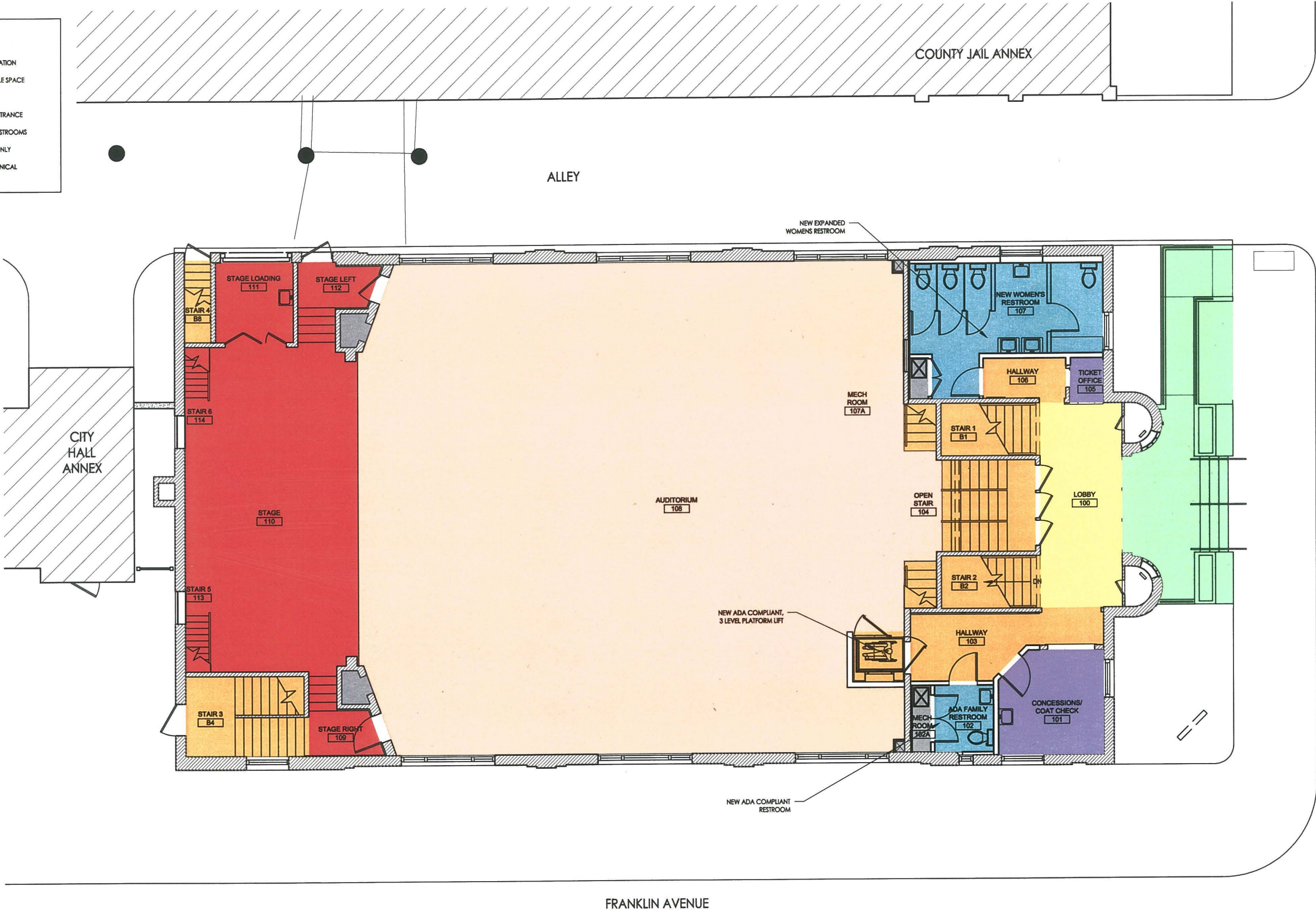
### **TECHNICAL EQUIPMENT (Lighting/Sound)**

The LEX currently provides limited lighting and sound equipment. The Renter must provide its own further equipment and operator(s) at its own expense. The LAA Board and Staff can assist in finding local and regional individuals or companies with equipment available to rent or borrow.

Overhead work lights are available for use. Foot lights are not available at this time.



- LOBBY
- CIRCULATION
- LEASABLE SPACE
- STAGE
- ADA ENTRANCE
- ADA RESTROOMS
- STAFF ONLY
- MECHANICAL



LOBBY

CIRCULATION

LEASABLE SPACE

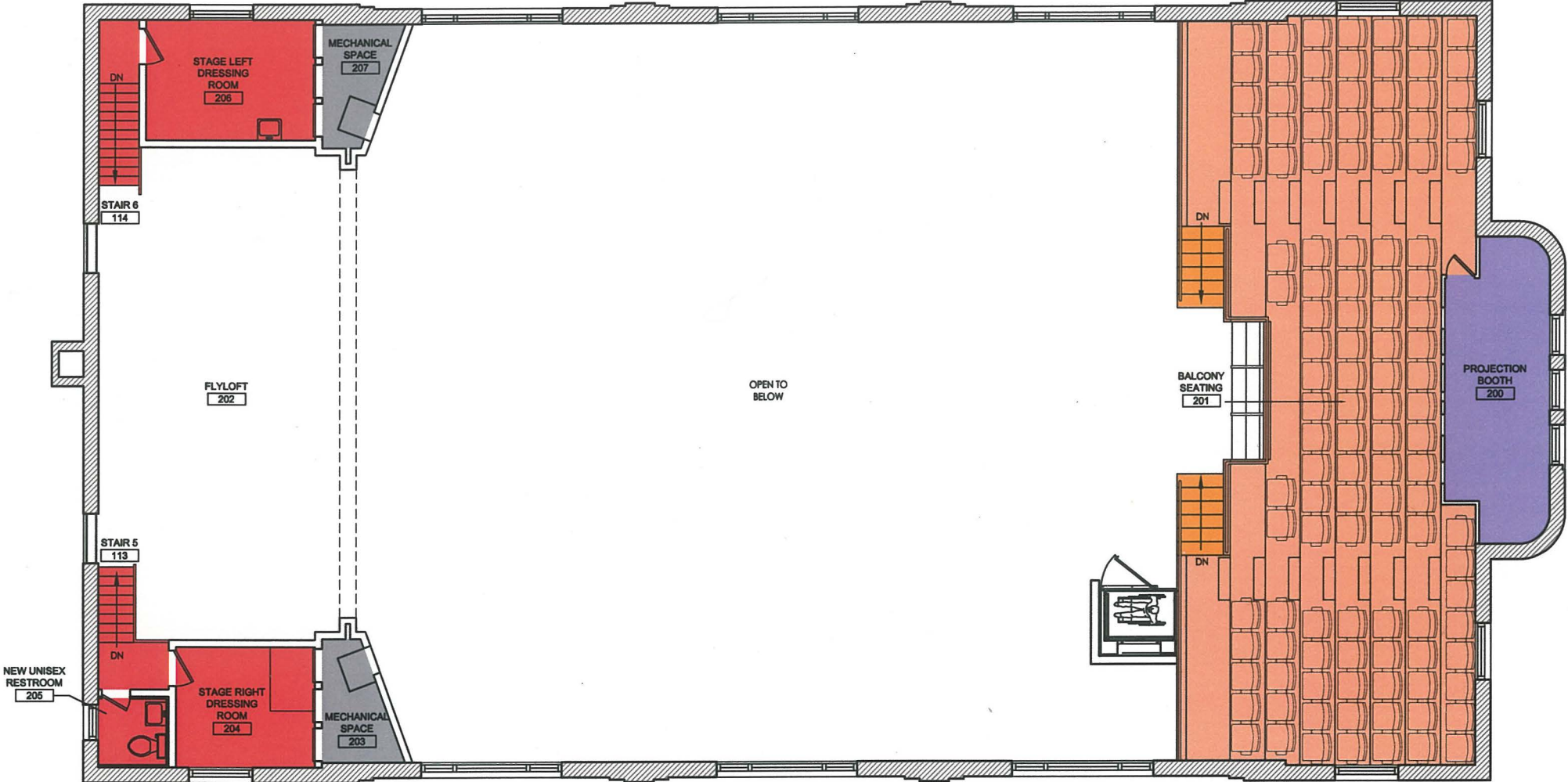
STAGE

ADA ENTRANCE

ADA RESTROOMS

STAFF ONLY

MECHANICAL





LOBBY

CIRCULATION

LEASABLE SPACE

STAGE

ADA ENTRANCE

ADA RESTROOMS

STAFF ONLY

MECHANICAL

