



Al Ringling Theatre
 136 4th Avenue
 Baraboo, WI 53913
 608-356-8864
www.alringling.org

Sauk Co. Findings Outbrief
 June 30, 2026



Wisconsin Historical Society
 816 State Street
 Madison, WI 53706
 608-264-4848
www.wisconsinhistory.org

AL. RINGLING THEATRE USE AGREEMENT

THIS USE AGREEMENT FOR THE AL. RINGLING THEATRE, hereinafter referred to as “**AGREEMENT**”, is made and entered into on June 5, 2026 and between THE AL. RINGLING THEATRE, 136 4th Ave, WI, 53913 hereinafter referred to as “**VENUE**”, operated by the Wisconsin Historical Society (WHS), hereinafter referred to as “**LESSOR**” and:

Sauk County hereinafter referred to as “**LESSEE**”.

Lessee Contact: Cassandra Fowler

Address: 505 Broadway, Baraboo, WI 53913

Phone: 608-355-4832

Email: Cassandra.fowler@saukcountywi.gov

EVENT: Findings Outbrief

DURATION OF LEASE AND PERFORMANCES: June 30, 2026

The rental period for the AL. Ringling Theatre’s spaces encompasses:

<u>Day/Date</u>	<u>Activity</u>	<u>Access Times</u>
June 30, 2026	Begin Occupancy Presentation End Occupancy	6pm 7pm – 8:30pm 9pm

- Times listed above must be adhered to in order to avoid **OVERTIME CHARGES** described in **ATTACHMENT A**. LESSEE Personnel (see ATTACHMENT C) are not permitted in the VENUE outside of the access dates and times listed above, and without LESSOR employee(s) present.
- All performances shall be held on the dates and times noted in this contract.
- No performance of any kind will be presented outside of the published show time(s) without prior agreement.
- Any changes to showtimes, dates, or ticket prices after tickets have gone on sale, are subject to approval by WHS contract signatory, and are subject to a \$500.00 re-booking fee, unless in cases of force majeure.
- LESSOR will not permit any other use of the stage area or dressing rooms on those days except for tours conducted by the LESSOR (dressing rooms shall be exempted from tours)
- Theater controls may not be operated or adjusted without explicit permission from



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the Technical Director.

- LESSOR reserves the right to review and approve all technical arrangements associated with LESSEE'S production.
- Stage technicians and crew must be pre-approved by LESSOR. See ATTACHMENT C: APPROVED PERSONNEL LIST
- LESSEE shall be responsible for the care and maintenance of the LESSOR's production and technical equipment under the supervision of the LESSOR's Technical Director, following all written procedures and/or guides.
- LESSEE agrees to reimburse LESSOR for any costs related to any damage, theft, or loss of this equipment, staging and/or property incurred during LESSEE's rental period.
- Audio operators must reduce excessive sound levels upon request by LESSOR's staff.
- Attendance shall not exceed the VENUE's seating capacity of 702 including tickets sold to the public and seating made available to the performers, volunteers, or other persons affiliated with the LESSEE. Standing room attendance violates fire code and is not permitted. Main floor seating capacity is 644 seats and box seat capacity is 58 seats.
- Use of the theatre's electronic or acoustic piano must be requested in writing a minimum of two weeks in advance; tuning and touchups of the instrument will be charged back to LESSEE.
- LESSEE shall be responsible for the coordination and expenses associated with all other services associated with the production, including but not limited to marketing and advertising, artist fees, costumes, sound and lighting equipment, facility oversight staff outside of AGREEMENT's hours, load-in and strike/load-out, designers, stage technicians and crew, and set construction/materials.
- LESSEE shall be responsible that ATTACHMENT B: FACILITIES USE POLICIES are always followed by its employees, volunteers, stage technicians, contractors and subcontractors.

SERVICES PROVIDED: Except as noted, LESSOR will provide at their cost the following services, equipment, and financial support for this production, including:

- A. Use of the AL. Ringling Theatre main auditorium and box seats for audience seating.
- B. Use of stage and dressing rooms for acting/company personnel during rehearsals and shows.
- C. Staffing, limited to Technical Director and ticketing office employees at show times.
 - a. *The Technical Director will be on site to oversee the following activities:*
 - i. *Load-in, tech, one dress rehearsal per event, load-out.*
 - ii. *2 hours before and 1.5 hours after the show*
 - iii. *Any additional support from the Technical Director may incur overtime charges described in ATTACHMENT A.*
 - b. *Ticketing office employees*
 - i. *Admissions*



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ii.—Ushers

- ~~1.—LESSOR will have staff Head Usher during each show.~~
- ~~2.—LESSEE shall furnish, at the request and direction of LESSOR, sufficient additional ushers or personnel as may be reasonably required to ensure the orderly, safe, and code-compliant evacuation of the premises in the event of an emergency.~~

iii. Box Office staff will be available on site as well as via phone and email during publicly posted business hours.

- D. Stage lighting and house audio systems are available for use by Lessee as noted in Technical Rider (ATTACHMENT D)
- E. Listing on AL. Ringling Theatre marquee: LESSOR shall install lettering requested within reason by LESSEE on marquee based on availability.
- F. Listing of tickets and/or Boxes on Al Ringling and WHS websites and social media profiles at the discretion of the LESSOR.
- ~~G.—LESSOR shall serve as the sole ticket outlet for all ticket purchases. See TICKET PRICES in ATTACHMENT A: FINANCIAL TERMS AND PAYMENT SCHEDULE.~~
- ~~H.—LESSOR assumes the sole and exclusive responsibility for the printing and management of all tickets and ticket sales through its internal ticketing software program.~~
- I. LESSOR reserves exclusive right to sell food and beverage concessions. Beverages are permitted in the theatre in cups sold by LESSOR's concessions; no carry-in food is permitted.
- J. LESSEE may sell event-related merchandise (not food and/or beverage) and retain 100% of all proceeds of the same.
 - a. LESSEE shall provide the necessary personnel and bank to manage the sale of this merchandise.
 - b. LESSOR assumes no liability regarding the sale and distribution of any event-related merchandise.
 - c. The sales tax associated with these sales is the responsibility of LESSEE.
 - d. LESSOR reserves the right to approve or deny outside parties selling goods or services, and/or make a profit on LESSOR's premises during LESSEE's rental period. Parties other than the LESSEE / contract signatory are not permitted to make sales on, and/or profit through, the use of LESSOR's premises without express, written permission, signed liability waivers, a certificate of insurance listing WISCONSIN HISTORICAL SOCIETY as an additional insured and a merchandising agreement, including commission.
 - e. Additional table set-up and tear down may incur fees, see ATTACHMENT A: FINANCIAL TERMS AND PAYMENT SCHEDULE.



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MARKETING: LESSEE shall assume all responsibilities for marketing this event.

- LESSEE will provide posters, rack cards and/or any other marketing materials to LESSOR for display at the VENUE, as well as in electronic format for inclusion on LESSOR's website and social media, as applicable. Any unauthorized reference to or use of the State of Wisconsin, the Great Seal of the State, the Wisconsin Coat of Arms, the Wisconsin Historical Society, or any state official or employee, for commercial promotion is strictly prohibited. News releases or release of broadcast e-mails pertaining to the agreement document shall not be made without prior written approval of the Society. The Society will not issue endorsements and/or testimonials, in any form, for any materials, supplies, equipment, or contractual services which are purchased and used.
- LESSOR holds the right to promote on the LESSOR's social media and website, including LESSOR's right to take photos of rehearsals.
- Tickets will be posted for sale online no earlier than six weeks prior to the first event.

RECORDING OF EVENT: LESSEE shall be responsible to pay any and all fees associated with the recording, distribution and/or sale of any audio and/or videotaped recording, including but not limited to royalties, copyrights, federal/state/local taxes, and licenses.

- Audio and/or videotaped recording of these rehearsals and/or performances intended for sale to the public shall be subject to a special or separate agreement between all parties represented in this agreement.
- A copy of any video and/or audiotape of the performance recorded by the LESSEE or affiliate **for promotional purposes** will be given to the LESSOR, LESSOR shall retain all rights, title, and interest in and to the recording, including but not limited to the right to reproduce, distribute, publicly perform, display, adapt, modify, and otherwise use the recording in any and all media, formats, or platforms, whether now known or hereafter devised, throughout the world, in perpetuity, for any and all purposes without limitation. **Recordings for archival purposes which will not be made available to the public are excluded.**
- Recording is strictly limited to the activity onstage; no photography or filming of the facility is permitted without express written permission and a fully executed waiver/agreement from LESSOR.

FACILITIES USE POLICIES: All parties associated with LESSEE's event agree(s) to fully comply with all Facilities Use Policies, which are attached hereto as ATTACHMENT B and incorporated by reference as if set forth fully herein.

TECHNOLOGY: Guest Wi-Fi will be available in most parts of the building however signal strength, uptime, and access to all of the internet is not guaranteed. Should LESSEE require reliable dedicated network for the event the LESSEE must bring their own hotspot or request dedicated network access for



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an additional fee. This request must be included upon execution of the agreement. The LESSEE and its employees are not permitted to operate point of sales equipment or other technology owned by the LESSOR.

INTERRUPTION OR TERMINATION OF SHOW: LESSOR retains the right to cause the interruption or termination of any performance when the LESSOR determines such action is necessary in the interest of public safety.

CANCELLATION POLICY: In the event LESSEE cancels or reschedules for any reason within 30 days of the first performance, the LESSOR will retain the Guaranteed Rental Fee defined in ATTACHMENT A. Rescheduling must be mutually agreed upon by LESSOR and LESSEE. In the event LESSOR cancels the event, the Guaranteed Rental Fee will be refunded in full less any expenses already incurred.

LESSOR reserves the right to terminate this Agreement immediately upon written notice if LESSEE fails to comply with the terms herein, fails to provide proof of insurance, or if budgetary or resource constraints prevent LESSOR from fulfilling its obligations. In such cases, LESSOR will refund deposits paid, less any expenses already incurred.

FORCE MAJEURE: Neither LESSEE nor LESSOR will be liable for failure to appear, present or perform in the event that such failure is caused by or due to an act of God (including inclement weather that forces closure of the venue or locally declared State of Emergency), physical disability, the acts or regulations of public authorities or labor unions, civil tumult, war, epidemic, damage to the performance facilities, or interruption or delay of transportation service or any other similar cause beyond the control of LESSEE or LESSOR (each a "Force Majeure Event"). In such a case, all parties will make their best efforts to reschedule the engagement. If under the terms of this paragraph, the entire engagement must be canceled, the LESSEE and LESSOR will be relieved of their obligations hereunder with respect to the performance(s) so prevented and any monies advanced by LESSOR to LESSEE will be refunded. Deposits already paid shall also be refunded, except for reasonable expenses incurred by LESSOR prior to cancellation.

INSURANCE: LESSEE shall provide evidence of general liability insurance in the amount of no less than \$1,000,000 and/or be prepared to answer and defend all responsibility and resultant legal liability, involving personal injury or property damage, which may occur in connection with this agreement. Proof of insurance shall name LESSOR as additional insured and must be received a minimum of one week in advance of rental period. LESSOR is not responsible for any lost property, or any property left in the theatre.



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INDEMNIFICATION: LESSEE shall indemnify LESSOR, its employees, officers, directors, volunteers and members of and from any and all claims, demands, damages, debts, liabilities, and causes of action of every kind or nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected, which may arise as a result of LESSEE'S use and rental of the premises. This agreement is governed under the laws of the State of Wisconsin.

STANDARD TERMS AND CONDITIONS: The State of Wisconsin's Standard Terms and Conditions (DOA-3054A) and Supplemental Standard Terms and Conditions (DOA-3681) shall also apply. In the event of contradiction, this document shall take precedence.

NOTICES: All notices, arrangements, and changes with this agreement and any changes of address shall be provided in a timely manner to the following:

LESSEE
 Lisa Wilson
 Sauk Co.
 505 Broadway
 Baraboo, WI 53913
 Phone: 608355-3292
 Email:

LESSOR
 Wisconsin Historical Society
 AL Ringling Theatre
 136 Fourth Avenue
 Baraboo, WI 53913
 Phone: (608) 356-8864
 Email: info@alringling.org

IN WITNESS WHEREOF, the parties to this agreement have affixed the signatures as follows:

LESSEE: _____

LESSOR: Wisconsin Historical Society

 Signature Date

 Signature Date

Please make payments to:
WHS AL Ringling Theatre
550 Water St.
Baraboo, WI 53913



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ATTACHMENT A:

FINANCIAL TERMS AND PAYMENT SCHEDULE

This attachment (“ATTACHMENT A”) is incorporated into and made part of the AGREEMENT between LESSOR and LESSEE.

FINANCIAL TERMS: LESSEE shall pay a rental fee according to the following plan:

- A. A full deposit of the Guaranteed Rental Fee of \$575.00 is due upon executing the AGREEMENT. This deposit will be credited to your final bill.
- B. Parties agree that the \$2 Fee is not included in the calculation of gross ticket sales.
- C. A settlement of all rental fees, expenses, and ticket revenue will be made within 30-60 days of the conclusion of the rental period.
- D. Additional fees may be charged for use of added equipment, technical staff or staff oversight time. For example: tuning and touchups of the electronic or acoustic piano or additional support exceeding the AGREEMENT from Technical Director, ticketing, ushers and other staff. LESSEE will be made aware of additional fees prior to incursion.
- E. LESSEE shall pay Lessor for any/all additional fees upon receipt of event settlement including but not limited to equipment audit and any damage, theft, or loss of equipment, staging, and/or property incurred during the LESSEE’s occupancy of the VENUE.
- ~~F. LESSEE agrees to pay \$150.00 for basic cleaning of the theatre and adjoining spaces per occurrence which will be after the final rehearsal, and after each performance, for a total of X occurrences. (Basic cleaning includes vacuuming, mopping of the House, replenishing soft goods of the restrooms) LESSEE agrees to pay \$100 per hour for additional cleaning as required.~~
- G. LESSEE will be charged \$500 per hour for any activity outside of “Duration of Lease and Performances”.
- H. The parties agree that tickets are non-refundable except in cases of cancellation by LESSOR due to Force Majeure or other extraordinary circumstances. Exchanges or credits may be offered at LESSEE’s discretion, subject to LESSOR’s ticketing system capabilities.
- I. LESSOR will collect and remit Wisconsin Sales Tax as required by the Wisconsin Department of Revenue for all ticket sales. LESSOR will withhold sales tax from all admissions and a 3% credit card processing fee from all card transactions.
- J. LESSEE is responsible for payment of all licenses, royalties, and related fees associated with the production of the event, including but not limited to music royalties, salaries, and federal/state/local taxes with the exception of WI Sales Tax on Ticket Sales.



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K. ~~TICKET PRICES:~~ Ticket prices shall be as follows:

- ~~\$XX Adult (18-64) GA~~
- ~~\$XX Seniors (65+) GA~~
- ~~\$XX Teen (13-17) GA~~
- ~~\$XX Child (5-12) GA~~
- ~~\$XX Child under 5 GA~~
- ~~\$XX Boxes with four seats (10 boxes)~~
- ~~\$XX Boxes with six seats (3 boxes)~~
- Boxes _____ will be held and not for sale

~~LESSOR will retain \$2.00 per ticket for all tickets sold. This sum is in addition to and on top of the rental fee. \$2.00 per ticket will be charged to the LESSEE for any complimentary tickets redeemed. LESSOR will not give out complimentary tickets without permission of LESSEE representative. See section M: Process for comped tickets.~~

Please note that LESSOR is not required to have different price points for each of these ticket categories.

- L. Specialized coupons or discounts requested by the LESSEE must consult the LESSOR's Box Office Manager prior to agreement. Coupons should be leveraged with discretion and follow WHS guidelines. Any coupon codes and functionality need to be approved by the LESSOR's Box Office Manager three weeks in advance of the start of ticket sales. Implementation of coupons is at the discretion of the LESSOR's Box Office Manager.
- M. Any exception to increase number of comped tickets must be approved by LESSOR's Box Office and LESSEE. LESSEE must provide quantity and type (tickets and/or boxes) of complimentary tickets upon contract agreement. One week prior to performance date (or first date if multiple) the LESSOR will confirm ticket types (If floor adult/senior/child/etc and/or box type) and specific quantities. They will release any unneeded quantities back to the house prior to the performance.
- N. LESSOR shall provide LESSEE with an accounting and disbursement of net ticket sales proceeds within 30 days of the date of the final performance. Sample disbursement report:



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Information to be obtained from ACME Reporting					
	Adult (18-64)	Seniors (65+)	Teen (13-17)	Child 12 and under	Boxes
Total tickets sold (Enter total number of tickets sold)	432	32	60	89	5
Cost per ticket	\$ 10.00	\$ 8.00	\$ 10.00	\$ 8.00	\$ 50.00

Information to be completed by Theater Staff		
Number of Cleaning Occurances	3	Enter # of occurances (after final rehearsal and after each performance)
Additional Cleaning Hours	1	Enter # of hours
Activity Outside Duration of Lease and Performances	2	Enter # of overtime hours
Additional table set-up and tear down fees	\$ -	Enter dollar amount
Tuning & touchups of piano	\$ 125.00	Enter dollar amount
Additional Support Staff	\$ -	Enter dollar amount
Damage, theft, or loss of equipment, staging, and/or property	\$ -	Enter dollar amount
Guaranteed Rental Fee	\$1,500.00	Enter deposit received

Facility Rental Settlement Report		
Item	Details	Amount
Gross Ticket Sales		
XX/XX/XXXX	Total Revenue Collected	\$6,138.00
		\$6,138.00
Sales Deductions		
Sales Tax Payable	5.30%	\$319.99 *
Credit Card Processing Fees	3% of gross sales	\$123.90 **
Total Sales Deductions		\$443.89
Net Ticket Sales (Net Revenue)		\$5,694.11
Deductions & Fees		
Ticketing Platform Fees	(\$2 per ticket sold)	\$864.00
Cleaning Fee	(\$150 Per Occurance)	\$450.00
Additional Cleaning Fee	(\$100/hr)	\$100.00
Overtime	(\$500/hr)	\$1,000.00
Additional set-up / tear down fees		\$ -
Tuning & touchups of piano		\$ 125.00
Additional Support Staff		\$ -
Damage / Loss Fees		\$ -
Facility Rental Fee	Signed agreement dated XX/XX/XXXX	\$ 1,500.00
Deposit Applied	(Paid XX/XX/XXXX)	(\$1,500.00)
Total Deductions & Fees		\$2,539.00
FINAL PAYOUT / DISBURSEMENT		\$3,155.11 Net Revenue - total deductions

*Amount backed out of Gross ticket sales (gross ticket sales - (gross ticket sales / 1.055))

**This amount will need to come from ACME - there may be tickets sold onsite for Cash which would not have a CC processing fee



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ATTACHMENT B:
FACILITIES USE POLICIES

This attachment (“ATTACHMENT B”) is incorporated into and made part of the AGREEMENT between LESSOR and LESSEE.

- A. Youth/minors in the theatre, dressing rooms, foyers, lobbies, public areas, backstage and dressing rooms must be closely supervised by adults at all times, in all locations, at a ratio of no less than 1 adult per 10 minors.
- B. LESSEE assumes full responsibility for the actions and behaviors of all performers, volunteers and any/all other persons affiliated with their event/show while on the premises. LESSEE shall be liable for and shall hold LESSOR harmless for any and all personal injuries and/or damages of any kind caused by said person(s).
- C. LESSEE must provide proof of general liability insurance in the amount of no less than \$1,000,000; a certificate naming LESSOR as an additional insured is due no less than one week in advance of rental period.
- D. LESSOR will not load or unload LESSEE property.
- E. A check in/out walk-through of the premises will be required of all rentals to note any/all damage, housekeeping or maintenance issues. If no check out is done, the deposit and other fees are forfeited.
- F. Smoking, vaping, and use of tobacco products are strictly prohibited inside all areas of the premises.
- G. Carry-in food and beverages, except bottled water, is not permitted on the premises. Performers are exempt from this restriction and may bring carry-in food and non-alcoholic beverages to the dressing rooms.
- H. Life Safety rules and procedures must be observed at all times, including **maintaining clear access to all exits, clearing of all aisles, clearing loading dock door**, closing of fire doors, etc. No photo backdrops may be set up in the inner horseshoe foyer, oval lobby, or any other spot in an exit path. All tables for merchandise or other purposes must be approved by LESSOR before being set up.
- I. Access to/use of the theatre's rigging, lighting and/or audio equipment (collectively “Theatre Equipment”) and/or control is restricted to LESSOR’s qualified staff, technicians or representatives. Theatre Equipment can only be operated by qualified individuals who have been expressly approved by LESSOR (See ATTACHMENT C). LESSOR reserves the right, in its sole discretion, to determine whether an individual is qualified to use the Theatre Equipment. LESSOR shall not be liable for any expenses/costs incurred by LESSEE if LESSEE fails to provide an individual(s) who meet with LESSOR’s approval.
- J. LESSEE’s production staff and crew must attend a 30 minute safety briefing with the Technical Director to review emergency procedures. This must be scheduled during the pre-production



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period, or at least 1 week prior to first performance. At least one week prior to load-in, production meeting(s) between the parties will be required during the planning phase of the production when/where applicable/possible, including details on LESSEE's intended use of theatre's rigging, lighting and audio systems. LESSOR reserves the right to determine what is/is not safe use of the theatre's equipment. LESSOR is not liable for any expenses/costs incurred by LESSEE in the event said determination alters the performance.

- K. Soft goods (draperies, masking, curtains, cycloramas, borders, scrims, travelers, screens, drops, etc.) cannot be moved without prior authorization. Only qualified LESSOR employees or authorized individuals are permitted to move said goods (See ATTACHMENT C).
- L. LESSEE must adhere to the scheduled noted in this AGREEMENT under "Duration of Lease and Performances" for all days of rental. Running overtime will result in additional fees charged to LESSEE – see ATTACHMENT A.
- M. Posting of any signage on the premises or taping of seats requires use of PAINTER'S TAPE, to be supplied by LESSEE, and is subject to prior approval by LESSOR.
- N. No food, beverages and/or alcohol may be sold on the premises by LESSEE, or any of its agents, representatives, and/or contractors, etc. All food and beverage sales must go through LESSOR, who will retain all proceeds from food and beverage sales. Any/all exceptions must be approved in writing, in advance, by LESSOR.
- O. Throwing objects into the house/audience from the stage or boxes is prohibited.
- P. Use of live flame is not permitted anywhere on the premises.
- Q. When the LESSEE provides ushers, the LESSEE's ushers must attend a briefing one hour and 15 minutes prior to curtain for each performance. All ushers must follow LESSOR's seating/ticket taking policies/usher procedures.
- R. LESSOR reserves the sole right to provide tours of the theatre; rental event staff/participants may not give tours of the facility unless prior arrangements for guides, fees, etc. have been made with LESSOR. LESSEE shall make the premises available for scheduled tours during their rental period whenever possible. LESSEE may stipulate no dressing room tours once wardrobe has loaded in.



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