Bellows Falls Opera House Outside Presenter Rental Agreement

We welcome working with outside presenters who wish to rent the Bellows Falls Opera House. As our venue also serves as a first-run movie house, certain nights are more easily scheduled than others.

Thursdays: available year-round. Wednesdays: generally available.

Weekends: available January 1 through April 15, and September 1 through November 5.

Other dates: please consult with Special Event Coordinator.

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Event Date(s):

Event Title:

Website for public:

Phone number for public:

Email for public:

Event Description:

Ticket prices (not including ticketing fees):

Presenter Information

Full Legal Name of Lessee:

Address:

Phone:

Email:

Alternate Contact:

Alternate Contact Phone:

Alternate Contact Email:

Day of Show Information

Normal lease term is 2 pm until 12 am (10 hours).

Load-in time:

Soundcheck time:

Doors open:

Show start time:

Intermission (if any):

Anticipated Show End Time:

Load-Out Completion (doors locked): 12:00 am

Additional Event Details

Facilities to be leased: () Main Auditorium. Is use of balcony anticipated? () Yes () No.
() Lower Theater			

Ticketing: The BFOH offers full ticketing services, using Spektrx, a leader in venue ticketing systems. Patrons have the choice of e-tickets or pick up at will-call. The BFOH charges \$2.00/ticket plus 3% credit card processing for this service.

Sound/Lights: LESSEE must provide their own sound system and sound operator.

Simple stage lighting setups may be coordinated in advance with BFOH staff. Complex lighting arrangements will require LESSEE to provide qualified crew and operator.

Lessee Crew

Production Manager ("Responsible Party"):
name/phone/email:
Sound Operator:
name/phone/email:
Lighting Operator:
name/phone/email:
Other crew:

Merchandise/Concessions

Will table be needed for merchandise sales? () Yes () No. If Venue to provide seller, Venue receives 15%. Otherwise, 100% to artist/LESSEE. Will Venue need to provide seller? () Yes () No. Does LESSEE plan to sell Beer & Wine? () Yes () No If beer and wine to be served, applicant must make arrangements with licensed caterer (we are happy to provide contact information for several experienced caterers).

Venue reserves the right to sell concessions (including, but not limited to soda, popcorn, candy) during event unless specifically directed otherwise at the time contract is signed.

LEASE RATES AND CHARGES

All Bellows Falls Opera House (BFOH) and Lower Theater lease agreements must be approved by Venue in writing and will not be considered fully binding until deposit and liability insurance binder have been received and confirmed by Venue. At its discretion, management reserves the right to approve or deny an application if content is deemed unsuitable for a municipally owned, operated and taxpayer-supported venue.

Daily Lease Rates

MAIN AUDITORIUM: \$750.00 plus \$1.00 per head over 200 tickets sold. BFOH Main Auditorium, Balcony (if desired) and Dressing Rooms, from 2:00 pm to Midnight, day of show.

LOWER THEATER (if available): \$250.00. BFOH Lower Theater, and Dressing Rooms, from 5:00 pm to 10:00 pm, day of show.

ADDITIONAL REHEARSAL DATES, if needed, are subject to availability and additional fees.

Insurance Binder

LESSEE must provide \$1,000,000.00 certificate of public liability and property damage insurance, naming Town of Rockingham and Rockingham Entertainment Development, Ltd. as additional insured. Coverage must include theft and property damage. Certificate should be received at least 60 days, but in no case less than 30 days, prior to LESSEE's occupancy of the BFOH. We are happy to provide referral to experienced local insurer.

Deposit

A deposit of 50% (\$375.00 for Main Auditorium, \$125.00 for Lower Theater) of the base rate is required to hold date. Deposit shall be submitted with this application, either in the form of check (made out to Town of Rockingham) or complete credit card information (MC, Visa, Amex; no debit cards). Upon acceptance of application by Venue, deposit shall be run on card, or check deposited.

Balance of Rent

Not less than 60 days prior to performance, LESSEE shall deliver check and insurance binder, or, at that time credit card shall be run, for the base rate balance due. If balance is not paid by 14 days out, deposit is forfeited and date is cancelled.

Settlement

LESSEE shall present Venue Representative a preliminary settlement at end of show, indicating number of tickets paid and additional amounts due. Within 24 hours of end of show, Venue Representative shall assess if any cleaning fees shall be levied. Within 72 hours of end of show, LESSEE shall send final detailed settlement and check to Venue, or credit card shall be run for agreed-upon amount.

Cancellation

If date is cancelled by LESSEE more than 90 days in advance, LESSEE has one month to apply entire deposit to a future date not more than eighteen months from date of Notice of Cancellation. If new date has not been scheduled within 30 days after Notice of Cancellation, entire deposit is forfeited.

If date is cancelled 89-60 days in advance, LESSEE forfeits 50% of deposit (\$175 for Main Auditorium). The remaining deposit may be applied toward a future date not more than eighteen months from date of Notice of Cancellation. If new date, and payment of an additional 50% of deposit (\$175 for Main Auditorium), has not been scheduled within 30 days after Notice of Cancellation, entire deposit is forfeited.

If dates are cancelled less than 60 days in advance, LESSEE shall forfeit all payments made.

Responsible Party, Volunteer Attendants (ushers) and Safety

LESSEE's Production Manager shall be designated RESPONSIBLE PARTY and shall receive basic safety and venue orientation from Venue Representative either prior to or at beginning of load-in.

Please see RESPONSIBLE PARTY and VOLUNTEER ATTENDANT certification forms for greater detail.

Pathways to emergency exit doors must be left free and clear at all times. Main hallway and stairs must be free and clear of all tables, chairs, and other obstructions. Doorways will not be blocked or operations and pathways hindered in any way. The use of open flame or pyrotechnics is strictly prohibited in all parts of the building and on the property in general.

There must be at least one Volunteer Attendant per hundred patrons on main floor (4 Volunteer Attendants on main floor at capacity), and, if Balcony or Lower Theater used, at least one Attendant per hundred persons in balcony and in Lower Theater. Attendants must be present and in uniform (white top, black slacks or dress) no less than 30 minutes prior to doors opening. Volunteer Attendants remain on duty until end of show and audience has exited. At that time Attendants pick up large audience debris (cups, boxes, etc) and deposit in trash.

The BFOH maintains a list of approved, Volunteer Attendants and, if requested at least 30 days prior, will do its best to help LESSEE procure Volunteer Attendants for event. If LESSEE wishes to use their own Volunteer Attendants, at least 7 days prior to event, a basic venue protocol and safety training must take place, such attendants to be certified by BFOH at that time. Volunteer Attendants may not be in any way impaired while on duty, and are subject to immediate dismissal by Venue Representative should they be found so.

Cleaning/Damage

LESSEE shall return the entire space rented (auditorium, stage, dressing rooms, etc.) to broom-clean condition by end of evening. LESSEE agrees to be assessed a cleaning fee of \$50.00/hour to return the space to its original state if this condition is not met. Any debris caused by activities of LESSEE or performers is entirely LESSEE's obligation. Rubbish, trash and debris shall be picked up, bagged, and disposed of in the dumpster in the South Alley after each use of the building. Any damage done to Facility by LESSEE and/or its operators during the term of Lease shall be reimbursed to Town. LESSEE is not responsible for debris in Main Auditorium or Balcony caused specifically and solely by BFOH concession sales.

House PA for Meetings or Smaller Lecture Events

There is a house PA which may be rented for an additional \$100.00 payment. This PA is suitable for meetings of groups of 200 or less, where Orchestra seating only is being used (no Balcony). It is not suitable for concerts or large public events. It consists of 2 Behringer cardiod xm2000 mics / 4 AKG wired dynamic hard mics / 2 Titan Wharfedale speakers / 7 onstage mic stands w/holders / Soundcraft Spirit 8-channel analog board / Mackie Micro 12020-VLZ 12-channel analog board. LESSEE is responsible for providing qualified operator.

Venue Representative

During the period of the Lease, a designated Venue Representative will be on site to provide oversight of activity, and technical assistance during load-in and set-up. If Venue Representative is needed to run BFOH lights or BFOH PA during soundcheck and/or performance, this must be declared at time of lease, and an additional charge of \$50.00/hour may be assessed.

Promotional Materials

There is bulletin board space inside lobby, where promotional materials may be displayed if provided to BFOH in advance.

If 27" wide x 40" tall poster is provided, one backlit exterior display case shall be made available to LESSEE one week in advance of contracted date.

LESSEE may provide promotional slide in PDF landscape format or JPEG (1920 wide x1080 pixels high) or to start running in on-screen advertising carousel at time of initial deposit acceptance. Image may be swapped out 1x/month leading up to show.

Please provide approved color photograph at least 1000 pixels wide for BFOH website at time of deposit.

Other Considerations

BFOH display cases shall not be covered during the term of the rental.

Drapery on the theater stage may not be touched, tied, or held back in any way; nor shall decoration or fixtures be applied, hung, or pinned to these curtains. Consult with Venue Representative if any questions.

Any children and minors who are part of LESSEE production shall be supervised at all times. Health protocols shall be followed per directives of the State of Vermont.

Signature of LESSEE	(please print name)	date
Signature of BFOH representative	(please print name)	date

Sean Roberts, Special Event Coordinator, <u>worldunderwonder@gmail.com</u>, 603-381-3344 Charlie Hunter, BFOH/RED Liason, <u>bfoh.red@gmail.com</u>, 802-289-1105

This application will be reviewed for scheduling and appropriateness. Applications shall be approved or denied within ten working days of submission, and may be subject to additional conditions. Applicants must review and familiarize themselves with Responsible Party form.