Bellows Falls Opera House Outside Presenter Rental Agreement

Bellows Falls Opera House, 7 Village Square, Bellows Falls, VT 05101. www.bellowsfallsoperahouse.com

1.	Pr	es	er	nter	Infor	mation

Name of Presenting Organization:	
Address:	
Phone:	
Email:	
Primary Contact:	
Primary Contact Phone/email (if different from above):	
Alternate Contact:	
Alternate Contact Phone/email:	
the public have questions about the ev	I) provides venue and ticketing; it is not the event presenter. If members of vent itself, or questions about ticket refunds that the BFOH staff cannot nem to the entity that can provide that information.
-	
Website for public:	
Phone number for public:	
Email for public:	
3. Event Information	
Event Date(s):	
Event Title:	
Event Description:	
On Sale Date:	
Ticket Prices:	

Do these prices include the \$2.50 per ticket fee charged by BFOH?

Yes

No

We recommend this language: "Ticket sales are final. No refunds given unless event is canceled and not rescheduled." Would you like this language on your event page?

Yes No

Is there any additional language you would like regarding ticketing on the website? If so, please provide:

Will walkup tickets be the same prices as advance tickets, or do you wish to add an additional amount (as an incentive for customers to purchase in advance):

Do you wish use of the balcony?

The BFOH has 372 seats on the Orchestra level, plus 6 spaces for wheelchairs (378 total). There are 181 seats in the balcony (120 of these have limited legroom), for a total capacity of 559.

Yes (\$100 additional)

No

Do you wish use of the Lower Theater in conjunction with your event?

Recommended if artist entourage is over four or five. Space adjoins dressing rooms and can be used for additional hospitality, meet 'n greets, etc.

Yes (\$125 additional)

No

Do you wish to remove one row of seats in order to configure for dancing?

The first two rows of seats on Orchestra Left and Right (seats B 1-14) can be removed if you would like to allow for dancing. This reduces capacity to 359 seats on the Orchestra level, plus wheelchair spaces.

Yes (\$150 additional)

No

4. Day of Show Information:

Normal rental term is ten hours, from 2:00 pm until midnight. Earlier load-in must be arranged in advance, and is available at additional cost.

Load-in time:	2:00 pm		
Soundcheck time:			
Doors open:	6:30 pm		
Show start time:	7:30 pm		
Intermission (if any):			
Show end time:			

Doors locked:	12:00 am
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5. Technical Information:

A Production Manager "Responsible Party" must be designated by the LESSEE for any event rental. The BFOH does not provide sound - this must be provided by the LESSEE. The BFOH does have an excellent lighting system. Simple stage lighting setups may be coordinated in advance with Events Coordinator at no cost; complex lighting arrangements should be arranged in advance with Events Coordinator. Cue sequence creation will be billed at \$50.00/hr.

Production Manager:	
PM cellphone:	
PM email:	
Sound Operator:	
Sound phone:	
Sound email:	
Other crew:	

6. Merchandise:

Will table be needed for merchandise sales?

Yes

No

Will artist/LESSEE provide seller?

If BFOH to provide seller, BFOH reserves the right to charge 15%. Otherwise, 100% to artist/LESSEE.

Yes

No

BFOH reserves the right to sell **concessions** (including, but not limited to soda, popcorn, candy, beer, wine, etc.) unless specifically directed otherwise at the time contract is signed.

Note concession restrictions	
requested:	
Add'l notes:	

7. Lease and Ticketing Rates, Other Considerations:

All Bellows Falls Opera House (BFOH) and Lower Theater lease agreements must be approved in writing and will not be considered fully binding until deposit and liability insurance binder have been received and confirmed by

BFOH. 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 and green rooms: \$900.00 (Friday, Saturday, Sunday); \$750.00 (Monday, Tuesday, Wednesday, Thursday), plus \$1.00 per head over 200 tickets sold.

BALCONY (any night): \$100 additional.

LOWER THEATER (if available): \$125.00 (recommended if artist entourage is over four or five. Space adjoins dressing rooms and can be used for additional hospitality, meet 'n greets, etc.)

ADDITIONAL REHEARSAL DATES and/or EARLIER ACCESS, if needed, are subject to availability and additional fees. Additional hours must be arranged in advance and will be charged at the rate of \$50.00/hour.

Ticketing

Unless specifically arranged otherwise, tickets shall be sold online at www.BellowsFallsOperaHouse.com and at door. Bellows Falls Opera House shall provide ticketing services, at a rate of 4% of gross to cover credit card fees and other expenses, plus \$2.50/ticket sold. It is LESSEE's choice whether the per-ticket fee shall be paid by LESSEE or charged to ticket buyer. Tickets will be sold via the BFOH website, with delivery choices of will-call, or print-at-home/e-ticket. BFOH will provide event-specific webpage link and QR code, and LESSEE will have access to sales reports leading up to performance date.

LESSEE shall determine whether general admission or reserved seating. If reserved seating, LESSEE may choose seating chart and desired price bands.

Upon LESSEE's request, BFOH will share ticket buyer contact information with LESSEE.

Deposit

In order to confirm date(s), at time contract is signed, LESSEE must provide BFOH a deposit of \$375.00 per performance day. The balance of rent, all ticketing fees, and any additional hours and cleaning fees shall be deducted from settlement check.

Insurance Binder

LESSEE must provide \$1,000,000.00 certificate of public liability and property damage insurance, naming Town of Rockingham as additional insured. Coverage must include theft and property damage. Certificate must be received at least 30 days prior to LESSEE's first occupancy of the BFOH.

<u>Settlement</u>

At end of event, Venue Representative shall assess if any cleaning or damage fees shall be levied. Within one business week, Town of Rockingham shall send final detailed settlement and check to LESSEE.

Cancellation

If date is canceled by LESSEE more than 30 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 Cancelation. If new date has not been scheduled within 30 days after Notice of Cancelation, deposit is forfeited. If dates are canceled less than 30 days in advance, LESSEE shall forfeit all deposits 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 at capacity), and, if Balcony used, at least one Attendant in balcony. If more than 100 persons in balcony, there must be a second Attendant present. 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 space rented (stage, dressing rooms, etc.) to broom-clean condition by end of evening. If this condition is not met, LESSEE agrees to be assessed a cleaning fee of \$50.00/hour to return the space to its original state. Any debris caused by activities of LESSEE or performers is entirely LESSEE's obligation. Rubbish, trash and debris created by LESSEE 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 by BFOH concession sales.

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 during soundcheck and/or performance, this should be declared at time of lease, and an additional charge of \$40.00/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 40" tall x 27" wide display poster is provided, one interior display case will be provided starting 60 days prior to show date, and moved to backlit exterior display case on day of performance.

LESSEE may provide, or work with BFOH to create, a promotional slide in landscape format (1920 wide x1080 pixels high) in PNG, JPEG or PDF format to start running in on-screen advertising carousel 3 months prior to show date. Please also provide approved graphic in PORTRAIT ORIENTATION, at least 500 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.

8. Preliminary	<u>y Costing</u>
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Venue Rental (Mo-Thu \$750, Fri, Sat, Sun \$900):	
Balcony (if desired + \$100):	
Lower Theater (if desired +125)	
Remove Seats Row B LEFT/RIGHT (+ \$150):	
Additional Lighting Cues (+ \$50/hr):	
Additional hours (more than 10 hours: + \$50/hr):	
Other costings:	
PRELIMINARY SUBTOTAL:	

Additional variable costs: 4% of gross for credit card processing, \$1/head over 200 tix sold, extra cleanup if needed (\$50/hr)/additional Venue Rep hours if more than 10 hours day of show (\$50/hr).

Please pay deposit by credit card here. If by check, please write check for \$375 to TOWN OF ROCKINGHAM, and send care of Rockingham Entertainment Development, PO Box 653, Bellows Falls VT 05101.

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

Upon signing and countersigning of contract, LESSEE'S primary contact for the event will be: **Sean Roberts, Special Event Coordinator**, <u>worldunderwonder@gmail.com</u>, 603-381-3344.

If there are specific contractual issues, please contact:

Charlie Hunter, BFOH/RED Liaison, bfoh.red@gmail.com, 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.