



Opera House Event Application Form and Contract

Event:

Renter Information:

Renting Organization:

Name of Organization that will Benefit (if other than Renting Organization):

Date(s) of Event:

Event Time(s):

Contact Person:

Phone:

Email:

Mailing Address:

Fax:

Event Manager:

(if different than contact person)

Phone:

Email:

Rehearsal date(s):

Time(s):

Set-Up date:

Set-up time requested:

Fees and Charges:

<p><u>Deposit</u> A deposit of \$150 must be filed with the City Clerk’s Office before an application for the use of Opera House facilities will be approved. The amount will be returned within ten days unless the facilities have been unduly damaged or required extraordinary maintenance services. However, the deposit fee will not be returned until the basic rental and seat use fee is received.</p> <p>Actual repair costs will determine any deduction from the deposit for damages. Custodial services required for extraordinary maintenance conditions will be deducted from the deposit at the rate of \$15 per hour.</p> <p>Cancellation - Half of the deposit will be forfeited if an approved activity is cancelled less than 30 days prior to the scheduled event.</p>	<p>Date deposit paid:</p>
<p><u>Basic Rental Fee:</u> (per day) For groups 1-99 – basic fee is \$100 For groups 100 or more – basic fee is \$150 Groups renting more than 5 times a year receive \$25 discount per rental.</p>	<p>Basic fee due: Date paid:</p>
<p><u>Seat Use Fee:</u> If participation is subject to a registration fee, admission fee or donation request, the basic rental fee will be supplemented by a charge of 6% of the average adult ticket prices for each participant occupying a seat during the day’s activities or a minimum of a \$.80 charge for each participant occupying a seat during the day’s activities. Maximum seating capacity is 455.</p>	<p>Attendance: Seat Use fee due: Date paid:</p>

<p>Lights and Sound: For stage performances, theatrical lighting is required. The lighting and sound equipment is property of the Opera House Players and a separate rental fee is required. The City will make arrangements with the Opera House Players on your behalf.</p> <p>Theater light usage fees per performance. \$25 light rental \$25 lighting technician \$10/hr setup - If there is special setup required.</p> <p>Theater sound usage fees per performance. \$25 fee if only the main amp is used (4 mics maximum). \$50 fee If the external mixer is required. \$25 sound technician. *If the light operator can also operate sound, there is only one charge. \$10/hr setup - If special setup / sound checks are required</p>	<p>Theater sound needed? (Yes/No): Fee:</p> <p>Theater lights needed? (Yes/No): Fee</p> <p>Microphone & Podium needed? (Yes/No): Fee:</p>
<p>Piano: When the grand piano is used, the renter has the choice of paying for a tuning by a board approved tuner or paying a \$40 fee and the Board will be responsible for maintaining an acceptable tuning.</p>	<p>Grand Piano needed? (Yes/No): Fee:</p>
<p>**All fees must be paid immediately following the event unless prior arrangements have been made.</p>	<p>TOTAL FEE:</p>

Other:

Number of tables and chairs needed in lobby:

Number of tables and chairs needed on stage:

The policies stated in this Rental Contract are considered to be conditions for the rental of the City of Elkader Opera House. The renting organization agrees to conform to the policies, rules and regulations as set forth in the attached documents, which are a part of the contract. Any violation of these conditions will result in either the revocation of the contract or additional payments as determined by the City.

SIGNING THIS CONTRACT REPRESENTS AN ACKNOWLEDGEMENT THAT THE RENTER HAS PAID OR HAS MADE ARRANGEMENTS TO PAY NECESSARY ROYALTIES FOR THE ABOVE NAMED EVENT, AND WILL INDEMNIFY AND HOLD THE CITY HARMLESS IN CASE OF ANY DISPUTE OVER THE RIGHTS.

Acting as the authorized agent for the renting organization, I have read, understand and agree to follow all guidelines, regulations and policies outlined in this Rental Contract and attached documents. By my signature or initials, I acknowledge and accept the obligation to pay the charges incurred by my organization during our occupancy of the City of Elkader Opera House and to comply with all other procedures, rules and regulations outlined in this Rental Contract and attached documents.

THIS CONTRACT IS VOID UNLESS SIGNED AND RETURNED TO THE CITY OF ELKADER WITH THE DEPOSIT AS STATED ABOVE:

For the Renting Organization

Date

For the City

Date

Please sign and return this contract to: City of Elkader, 207 North Main, PO Box 427, Elkader IA 52043
563-245-2098

Elkader Opera House Rental Policies

Mission Statement

The Elkader Opera House Board of Trustees was created by ordinance 2004-01 of the City of Elkader. It is responsible to the City Council for managing the affairs and facilities, and promoting the usage, of the Elkader Opera House, except for those areas of the building designated by the City Council for municipal purposes.

It is the intent of the Board to assure that the community's citizens and organizations derive optimum benefits from the availability and usage of the Elkader Opera House. The following rules and guidelines have been established to provide for the efficient and equitable fulfillment of that intent.

Application for Rental

Individuals and/or organizations desiring to use the Opera House Facilities must submit a completed application form and deposit fee to the City Clerk's Office. Upon approval of the application by the Board, or designated representative, the facilities will be reserved for the purposes and date(s) specified in the approved application. Only persons 18 years of age or older, and competent to sign a legal contract, will be allowed to reserve the Opera House.

Rental Charges

A basic charge will apply to each day's use of the facilities, as follows:

1-99 Participants	\$100
100 or more Participants\$150

If participation is subject to an admission charge, registration fee or donation request, the basic charge will be supplemented by an \$.80 charge for each participant occupying a seat during the day's activities. The supplemental charges will be maintained in a reserve fund by the City of Elkader for use of the Elkader Opera House Board of Trustees in promoting the use of the Elkader Opera House.

Deposit

A deposit of \$150 must be filed with the City Clerk's Office before an application for the use of Opera House facilities will be approved. The amount will be returned within ten days unless the facilities have been damaged or required extraordinary maintenance services. Actual repair costs will determine any deduction from the deposit for damages. Custodial services required for extraordinary maintenance conditions will be deducted from the deposit at the rate of \$15 per hour.

Cancellation

Half of the deposit will be forfeited if an approved activity is cancelled less than 30 days prior to the scheduled event.

Usage

The entity responsible for the use of the Elkader Opera House must make arrangements with the City Clerk to have the building unlocked or to pick up a key during regular office hours. If a key is checked out, the deposit will not be returned until the key is returned.

In addition, the entity responsible must make the City aware of any additional needs at least five days prior to the usage.

Renters shall not secure any decorations to any exterior or interior surface in any manner. This includes painted, varnished, wallpapered, upholstered and carpeted surfaces. No tacks, staples, nails, tape, stitching, etc. Those needing to hang a banner on the marquee must make arrangements with the City Clerk.

Use of Grand Piano

When the grand piano is used, the renter has the choice of paying for a tuning by a board approved tuner or paying a \$40 fee and the Board will be responsible for maintaining an acceptable tuning.

Lights and Sound

For stage performances, theatrical lighting is required. The lighting and sound equipment is property of the Opera House Players and a separate rental fee is required.

Refreshments

Food and/or beverages will only be permitted in the dressing or backstage areas. None will be allowed in the theater seating areas, lobby or on the stage. Food may be allowed on stage if it is part of an event, performance, or rehearsal. Any exceptions must be authorized by the Elkader Opera House Board of Trustees.

Restricted Properties

Applicant must comply with all requirements and assume all costs arising from the use of patented, trade-marked or copyrighted materials, equipment, devices, processes or dramatic rights used in the conduct of an event. The applicant's responsibilities shall include the payment of all royalties, license fees and other charges related to any music, live or recorded, or entertainment of any kind played, staged or produced during the event and will release the City from any and all liability that may be incurred from the rental of the Opera House.

Smoking-Drinking

Smoking and drinking of alcohol within the Elkader Opera House facilities is prohibited. Any exception to the drinking of alcohol must be approved by the Elkader Opera House Board of Trustees.

Conduct of Participants

Renters, individuals and/or organizations, of the Elkader Opera House facilities will be responsible for the character and acts of participants in scheduled activities. The responsibility will include provisions for general supervision of an activity's participants and sufficient security services to maintain order and protect persons and property. Inappropriate use of the Opera House may result in the inability of the entity to use the Opera House in the future.

Denial of Use

The City of Elkader reserves the right to deny use of the Elkader Opera House to an entity.