



Elkader Opera House

Wedding/Social Event Rental Contract

Name: _____

Address: _____ **Phone:** _____ **Email:** _____

Date of Event: _____ **Event Time:** _____

Rehearsal date: _____ **Time:** _____ **Set-up time requested:** _____

<u>Fees:</u>	Deposit & Rent:
Damage deposit of \$125	Date paid:
Rental of \$250 for day of event	
Rental for rehearsal \$50 (if applicable)	
All fees must be paid to the City Clerk's Office before an application for use of the Opera House facilities for a wedding/social event will be approved. The deposit will be returned within ten days unless the facilities have been damaged or require extraordinary maintenance services as determined by the Opera House Management.	
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.	

<u>Lights and Sound:</u>	Theatre sound needed? (Yes/No):
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.	Fee:
<u>Theatre light usage fees per event.</u>	Theatre lights needed? (Yes/No):
\$25 light rental	Fee
\$25 lighting technician	
\$10/hr setup - If there is special setup required.	
<u>Theatre sound usage fees per event.</u>	Microphone & Podium needed? (Yes/No):
\$10 fee per mic	Fee:
\$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	

<u>Piano:</u>	Grand Piano needed? (Yes/No):
When the grand piano is used, the rent fee is \$50. The Board will be responsible for maintaining an acceptable tuning. If more specific tuning is requested, the board will contact their tuner and renter will be responsible for current tuning fee.	Fee:

**All fees must be paid <u>prior</u> to the event unless other arrangements have been made.	TOTAL FEES:
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Other:
Number of tables and chairs needed in lobby:

Number of tables and chairs needed on stage:

The policies stated in this Rental Contract constitute the terms and conditions for rental of the City of Elkader Opera House. The Renter (which may include without limitation entities, organizations, or individuals) agrees to conform to the policies, rules and regulations as set forth in the attached "Elkader Opera House Rental Policies", which are incorporated in this Rental Contract by this reference. Any violation of these conditions will result in revocation of the contract, or additional payments as determined by the City, or such other relief to which the City may be entitled.

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

As the Renter, or authorized agent for the Renter, I have read, understand and agree to follow all guidelines, regulations, and policies outlined in this Rental Contract including the attached "Elkader Opera House Rental Policies". By Renter's signature below Renter agrees to pay all charges incurred as a result of Renter's use of the City of Elkader Opera House and to comply with all terms, conditions, procedures, rules, and regulations outlined in this Rental Contract.

THIS RENTAL CONTRACT SHALL BE VOID UNLESS SIGNED AND RETURNED TO THE CITY OF ELKADER WITH THE DEPOSIT STATED ABOVE:

Renter Date

For the City Date

Please sign and return this contract and your payment to:

**City of Elkader
207 North Main
PO Box 427
Elkader IA 52043
563-245-2098**

Elkader Opera House Rental Policies Weddings/Social Event

Mission Statement

The 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 ("Renters") 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.

Deposit

A deposit of fees must be filed with the City Clerk's Office before an application for the use of Opera House facilities will be approved. (ALL fees paid in advance for weddings.) 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. Reimbursement for damages and/or custodial services, however, shall not be limited to the amount of the deposit. Rather, the City shall be entitled to collect its actual damages and expenses resulting from Renter's use of the Opera House Facilities including any amount by which such damages or expenses exceed the required deposit.

Cancellation

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

Usage

Renter 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 the event the key is not returned, Renter may be charged all associated costs including but not limited to re-keying relevant portions of the Opera House Facility.

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

Renter 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, Renter has the choice of paying for a tuning by a board approved tuner or paying a \$50 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 on the stage. NO FOOD OR BEVERAGES will be allowed in the theater seating areas or lobby.

Restricted Properties

Renter 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

Renter shall 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 guests and sufficient security services to maintain order and protect persons and property. Renter is responsible for ensuring all federal, state and local codes are complied with for Renter's event. Inappropriate use of the Opera House may result in the inability of Renter to use the Opera House in the future.

Indemnification

Renter agrees to assume full liability for any loss, injury, or damage to persons or property that may be sustained by reason of Renter's occupancy under this Rental Contract and to indemnify and hold the City harmless from any claim resulting therefrom.

Cancellation by City

Booking Contracts may be canceled by the City in the event that the Opera House Facilities are unavailable to rent due to flooding, plumbing or electrical failures, or other similar causes. In the event of a cancellation by the City, alternate booking dates will be offered if available. The City shall in no case be liable for any losses resulting from cancellation other than for amounts previously paid or deposited for the use of the Facility.

Denial of Use

The City of Elkader reserves the right to deny use of the Elkader Opera House to any individual, entity, or organization.