



Opera House Event Application Form and Contract

Event:

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:

Phone:

Email:

(if different than contact person)

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 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>ALL FEES DUE WILL BE CALCULATED FOLLOWING EVENT</u></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:</p> <p>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:</p> <p>Seat Use fee due:</p> <p>Date paid:</p>

Lights and Sound:

For stage performances, theatrical lighting is required. Sound must be operated from back of house. Due to the exceptional acoustics of this historic theatre a decibel limit of 90dB has been set with only occasional spikes exceeding 90dB allowed at the discretion of the manager. 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.

<u>Theater light usage fees per performance.</u> \$25 light rental \$25 lighting technician \$10/hr. setup - If there is special setup required.	Theater lights needed? (Yes/No) Fee:
<u>Theater sound equipment usage fees per performance.</u> \$25 fee if only the main amp is used (4 mics maximum). \$50 fee If the external mixer is required. \$5 per monitor (up to 6 available) \$5 per wired mic (4 Shure SM58 and 2 Shure SM57 available) \$15 per wireless mic (Shure SM 58 and Countryman B3 lavalier, available) \$25 sound technician. \$10/hr. setup - If special setup / sound checks are required *If the light operator can also operate sound, there is only one charge	Theater sound needed? (Yes/No) Fee Microphone & Podium needed? (Yes/No): Fee:
<u>Piano:</u> Fee \$50. (See Rental Policies for options)	Grand Piano needed? (Yes/No) Fee
Tickets: Sold via BookTix online, in person @ Elkader Floral, via phone 563-873-2378 Set up fee: \$.25 per ticket - Minimum of \$50.00	Fee:
**All fees must be paid immediately following the event unless prior arrangements have been made.	Total Fee Due:

The policies stated in this Rental Contract constitute the terms and conditions for rental of the City of Elkader Opera House. The renting organization ("Renter") 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 either the revocation of the contract, 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 ANY ROYALTIES WHICH MAY BE APPLICABLE TO THE ABOVE NAMED EVENT, AND WILL INDEMNIFY AND HOLD THE CITY HARMLESS IN CASE OF ANY DISPUTE OVER THE RIGHTS.

Acting as Renter's authorized agent 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 my signature, I agree for and on behalf of Renter that Renter 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.

 For Renter

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 ("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.

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 6% of the ticket price or a minimum of 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. 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.

Ticket fee information

The fees via BookTix depends on the ticket price, \$25.00 tickets add \$2 fee, \$20 tickets add \$1.75 \$15 tickets add \$1.50. Those are for online credit card purchases and the customer pays these fees and Booktix gets the total fee. For tickets purchased for cash via phone or in person the cost is 25 cents per ticket and that comes out of the ticket price. You get \$14.75 for a \$15.00 ticket, \$19.75 for a \$20 ticket, comp tickets cost you 5 cents.

Refreshments

Food and/or beverages will only be permitted in the dressing or backstage areas. None will be allowed in the theatre 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

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 and guests 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.

Liability Insurance

Renter shall obtain and provide to the City, for each scheduled event, liability insurance in a minimum amount of \$250,000 naming the City of Elkader, as additional insured. A certificate of insurance evidencing such coverage must be delivered with the rental payment. The City shall not be liable for losses of personal or other property due to theft, fire, or other cause except as may be paid by the City's insurance policies covering the Opera House facilities. Notwithstanding the foregoing, individual residents and resident groups renting the Opera House facilities for purposes of conducting community-based performances/productions not-for-profit shall be exempt from this requirement. Resident groups need not be formally designated as non-profit corporations and/or tax-exempt entities to qualify for this exemption.

Cancellation by City

Booking contracts may be cancelled 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 organization.