

EARLVILLE OPERA HOUSE

18 East Main Street, Earlville, NY 13332

(315) 691-3550

www.earlvilleoperahouse.com

Rental Policy and Fee Schedule

The Earlville Opera House (EOH) maintains and has available for rent a 300-seat theater, Arts Café meeting room and Gallery space. The EOH reserves the right to refuse any rental request that does not meet the approval of the Board of Directors. Tenants (which term shall be deemed to include those users who are renting the premises and those users who are using the premises pursuant to some other arrangement) are required to follow all provisions of the Rental Policy and Fee Schedule. Continued/future use of EOH facilities is subject to compliance with the Rental Policy and Fee Schedule.

In order to secure your event:

1. After phoning to schedule a proposed event date, Tenant must provide a \$100 Deposit and return complete paperwork to the EOH office at least fourteen (14) days prior to the scheduled date. EOH will not confirm rental dates until deposit and paperwork are received, and reserves the right to cancel scheduled events without the timely submission of these requirements.
2. A certificate of liability insurance in the amount of \$1,000,000 naming the EOH an additional insured must also be on file in the EOH office at least fourteen (14) days prior to the event. The scheduled event cannot take place without this certificate. EOH reserves the right to cancel scheduled events without the timely submission of an insurance rider and other required paperwork.
3. In an on-going effort to ensure that the EOH is compliant with all New York State laws, it is required that user groups provide proof they are compliant with New York State copyright law. Prior to facility use, Tenant is required to furnish proof it has permission from any and all copyright owners regarding royalty rights and fees in connection with its scheduled event at EOH facilities.
4. If the Tenant has a contract with an artist in connection with the use of EOH facilities, a copy of the contract and a technical rider must be on file in the EOH office at least fourteen (14) days prior to the event. If you do not provide technical needs fourteen (14) days prior, the EOH cannot guarantee requests are met. The use of fog or haze equipment must be arranged in advance with EOH in order to coordinate with the Earlville Fire Department.
5. Not-for-profit groups applying for use must submit documentation of proof of current non-profit status.
6. Tenant shall comply with all Federal, State, and Local laws, rules or regulations including all applicable building and fire codes.
7. Tenant accepts the premises “as is” and agrees the premises and equipment were in good and working order at the time the Tenant took possession. Tenant agrees to assume responsibility for leaving the theater, common areas, hallways, bathrooms, dressing rooms, etc. clean and with all trash bagged. If EOH determines that excessive cleaning or repairs are required after an event, the cost will be charged back to the Tenant. Charges incurred because of damages by the Tenant, Tenant’s agents, employees, patrons or artists will also be charged back to the Tenant.

8. Fire regulations require clear passage in hallways and common areas. Any items left in common areas are left at their own risk and must be removed within 24 hours after final use. Failure to do so will result in Tenant being charged for removal and/or relinquishment of items to EOH possession.
9. Tenant shall designate one representative who will be the sole person authorized to make decisions, resolve conflicts and negotiate any changes to rental procedures. This person assumes responsibility for all aspects of facility use and must monitor activities attended by the public, making sure the following rules are observed:
 - a. Absolutely no smoking anywhere in the building at any time, or within 50 feet of EOH facility.
 - b. No loitering after events.
 - c. Restricted use of the green room area for artists only except for Emergency Exiting.
 - d. No alcoholic beverages may be consumed on site without prior arrangements.
 - e. No food or beverages inside the theater.
 - f. No pets are permitted except for service animals.
 - g. Children must be supervised at all times.
 - h. Facility use may begin at 10am and must conclude no later than 11pm unless otherwise arranged.
 - i. At every event in the theater, Tenant shall ensure the Required Introduction (copy attached) is read, pointing out fire exits. A copy is also available in the EOH office.
10. **EOH requires that an EOH representative be on-site during all facility rentals. EOH's Technical Director must be on-site any time theater equipment is used, with the exception of work lights.**
11. Tenant will arrange, at Tenant's expense, any additional technical, production, security, load in/out help, etc. as Tenant deems necessary. Any special lighting, sound or other technical equipment beyond EOH capacity must be paid for by Tenant and approved by an EOH representative.
12. EOH must approve the sale of any concession items sold on the premises by the Tenant. EOH reserves the right to sell any EOH items and/or goods at any time.
13. Piano tuning is the responsibility of the Tenant. If Tenant elects to have the piano tuned, Tenant must have the work done by an EOH-approved service provider. The grand piano may be moved only under the direction of the EOH.
14. Any external borrowed materials (not belonging to EOH) must be borrowed under the Tenant's name.
15. EOH is not responsible for lost, stolen or damaged property.

Rental Information

Theater Rental includes theater space, lobby space, restrooms, backstage dressing rooms/green room for artists, spinet and/or grand piano and basic lighting. Technical/Security time is required and will be billed accordingly.

Facility uses not covered by this Usage Policy or exceptions to any policy or fee set forth herein may be permitted by the EOH Board of Directors upon written application. All such uses are subject to written confirmation and Tenant may not rely upon oral representations made in response to the application.

Theater Rental Fees*

Daily Rate: General/For-profit: \$300 **Non-profit** (*must provide documentation of proof*): \$200

Outside musical promoters/presenters (excluding non-profits) will be charged the daily rate OR 20% of gross tickets sale receipts, which ever is greater. Music promoter/presenter will provide EOH with a preliminary report of all ticket sales immediately following the event, with a final accounting payment due within five (5) business days. Box Office fees are in addition to and separate from facility rental fees gallery and/or Arts Cafe fees.

Galleries & Arts Café* (*includes use of kitchen area*)

Hourly Rate: General: \$50 **Non-profit** (*must provide documentation of proof*): \$20

Daily Rate (up to 8 hours): **General:** \$350 **Non-profit** (*must provide documentation of proof*): \$120

Security/Technical Director Fees

EOH requires that an EOH representative be on-site during all facility rentals. Tenant shall pay an hourly rate for either Security or Technical Director's services, and will not be charged for Security during the time the Technical Director is paid to be present.

Security: \$20/hour (*includes no use of EOH technical equipment, work lights only*)

Technical Director: \$26/hour (*mandatory any time theatre equipment is used, with the exception of work lights*)

Box Office Fees:

Box Office Services: Event holder shall pay a Box Office fee to help defray administrative costs incurred through Box Office sales handled during normal EOH business hours (M-F, 9am-5pm). If you are interested in this service, please let us know.

Box Office fee for **non-EOH members** is \$2.50 per ticket sold.

Box Office fee for **EOH members** is \$1.50 per ticket sold.

**All rentals must follow regular procedures required for facility use, including security/technical personnel fees as needed. All areas must be left as found.*