

# The Barre Opera House, Inc.

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## **Rental Agreement & Barre Opera House Usage Policy**

The following Usage Policies apply to all events presented in the Barre Opera House and are incorporated in the Rental Agreement between the Renter and the Barre Opera House. By signing the Rental Agreement, the renter agrees to all information and policies included in this document and in the Rental Agreement. NOTE: “The Barre Opera House Usage Policies” is updated annually and is subject to change. Nothing is considered final until a completed and signed Rental Agreement and deposit are received by the Barre Opera House. A finalized Rental Agreement includes a signed copy of this document and a signed copy of a Rental Quote. By **Signing, Dating, and Submitting** this document & Rental Quote you agree to the terms and conditions of this agreement and policies contained within.

### **Section 1A: Hall Rental Description**

**Rental Fee Includes:** Very Basic Lighting (on/off & no color), headset system, masking draperies, chairs, music stands, heat, ushers, concessions, infrared listening system for the hearing impaired (as part of sound system), and cleaning services for events. In addition, air conditioning will be provided for performances ONLY. See below for air conditioning during rehearsals.

**Rental Fee Excludes:** Complex Lighting Package (Full use of House Plot/104 instruments, including house gel or gobos, see Section 8: Lighting), Sound equipment (see Sec 9) Technical Director and stage crew labor, house manager, box office services, marketing and promotional services, security and additional equipment necessary for the event. *Rentals (as determined by the Executive Director) may require one or more of the services or staff listed above. Rates for these services and labor are found throughout this document.*

**Additional Services and Fees:** Technical Equipment and Personnel necessary for performance may apply. See sections 3 thru 6.

### **Section 1B: Performance Definition**

**Performance:** A single event, performance, or showcase which takes place in front of a live and/or remote audience. Within a period of 12 contiguous hours of **access time**, the following activities can take place under the rental fee for ‘performance’: Load-In, light focus/programming, audio set-up and sound check, rehearsal, lobby access, stage performance, strike, restoration of lighting and audio, load-out, clean dressing room, stage, lobby, & house to **broom clean**. Additional hours (beyond 12 hrs) rate: \$50/hour

**Broom clean:** “broom clean” condition means that all personal belongings, recycling, and trash have been removed; the stage floor has been dust mopped, including wings; spills and food remnants have been wiped up and removed. Custodial fee of \$100 will be charged for space not returned to “broom clean” condition.

**Access Time:** The time period in which the rental period begins and ends. The access time begins when the renter, the renter’s clients, associates, technicians OR a Barre Opera House employee or technician is within the BOH rental space, with the express purpose of preparing the space for the renter’s event. Access time ends when the last BOH employee/representative exits BOH. Access times begin/end on the top of the hour or ½ hour, in favor of BOH. *Example: Renter has rented BOH for a piano concert. The concert begins at 7pm, lobby opens at 6pm, the pianist arrives at 5pm to warm up, the catering arrives at 4pm to prepare a meal for the pianist, the lighting/sounds technician arrives at 3:45 pm to unlock doors, adjust heat/AC, focus lights, position the piano, and set up a microphone. Following the concert the BOH technician puts the piano away, restores lighting/sound, and sweeps the stage. The Ushers clean the aisles, the pianist hosts a reception in the dressing room, the caterer cleans up after the pianist and the doors are locked at 11:15pm. Access time for this event is 3:30-11:30pm*

**Dress Rehearsals (Performance Day or Extra-Day):** A rehearsal with no more than 20, non-performing, persons in the audience. If attendance exceeds twenty persons, the event will be considered a performance and billed out to the Renter as such. Whether billed out to the renter or not, the renter is responsible for cleaning up in the hall, lobby and restrooms after each dress rehearsal. The Barre Opera House reserves the right to apply a cleaning fee to the renter’s bill if reasonable cleaning of the hall, lobby and restrooms does not occur.

## Section 1C: Performance Fees

### Community & Non-Profit Performance Fee:

- Performance rental, \$300 for the first 200 attendees. Add \$1.50 for each attendee over 200.
- Seating capacity is 645 plus 5 wheelchair spots. Maximum capacity is 650. Maximum rental \$975.
- ALL attendees must have a ticket and be accounted for, regardless of whether they paid for their tickets, received a complimentary ticket, or their affiliation with the presenter.
- If the Barre Opera House Box Office does not handle all tickets, the renter will provide a signed statement regarding tickets sold or issued outside the Barre Opera House and will settle the balance of fees due within 30 days of the show. The Barre Opera House reserves the right to hold a deposit until final settlement.
- **Air Conditioning** will be turned on, as needed, for the comfort of the audience, at no additional charge. It will be active up to 1 hour before ‘doors’ and turned off when the audience departs.
- If A/C is desired before or after the audience is present, Fees Apply.
  - \$125 for up to 4 hours. \$30/hour each additional hour
  - A/C will only be turned on at the request of the Renter or designee
  - Please advise BOH staff it is require in advance of arrival
- **Heat:** Heat will be provided at no additional charge
- Separate, additional fees apply for technical equipment and personnel necessary. See sections 3 through 8.

### Commercial Rate (For Profit)

- Commercial renters pay a flat fee of \$1,500, per performance, regardless of attendance.
- If multiple performances take place within the same calendar day, the performance fee of \$1,500 applies for each performance and the performance day can extend from 12 to 16 hours at no additional charge.
- **Air Conditioning** will be turned on, as needed, for the comfort of the audience, at no additional charge. It will be active 1 hour before ‘doors’ and turned off when the audience departs.

- If A/C is desired before or after the audience is present, Fees Apply.
  - \$125 for up to 4 hours. \$30/hour each additional hour
  - A/C will only be turned on at the request of the Renter
  - Please advise BOH staff if A/C is require in advance of arrival

**Section 1D: Extra-Day Fees**

**Extra Day:** Fees in this category are for rental periods, on a different calendar day than ‘performance’, during which activities such as Load-In/out, Set-up, Rehearsal, Scenery, or Technical work take place.

- Non-Profit Rate: \$100 up to 4 hours. Additional hours \$20/hour.
  - All-day fee is available for \$140 (up to 8 hours) Additional hour \$20/hour.
- Commercial Rate: \$150.00 up to 4 hours. Additional hours \$50/hour.
  - All-day fee is available for \$300 (up to 8 hours) Additional hours \$50/hour.
- **A/C:** \$125 for up to 4 hours. \$30/hour each additional hour during Extra-Days.
  - A/C will only be turned on at the request of the Renter or designee
  - Please advise BOH staff if A/C is require in advance of arrival
- **Heat:** Heat will be provided at no additional charge
- Separate, additional fees apply for technical equipment and personnel necessary. See sections 3 through 8..

**Section 1E: Dark Day Charge**

**Dark Day:** Occurs during a multi-day rental when the Renter has gear, equipment, supplies, props, light plot, sets, etc on stage, in the lobby, in the house, or in the dressing rooms, but is not rehearsing, preparing for performance, etc.. Dark Day fees apply when, due to the Renter’s use of space, as described above, the space has been made unavailable to BOH or other renters. Dark Days FEE: \$150/DAY. Those occurring on a Friday or Saturday FEE: \$900/DAY.

**Section 2: Reservations & Deposits**

Reservations are secured for each Rental period, once a deposit in the amount of \$300/performance (non-profit), \$500/performance (for profit), and a signed contract are received by the BOH Executive Director. Contracts are issued by the BOH Executive Director. Signed contracts must be returned with the deposit within 14 days of their mailing, or they become null and void. Additional rehearsal or performance dates requested after the contracts are signed are subject to availability, and associated fees. If the Renter cancels the contracted event within 60 days of the scheduled performance date, the BOH will retain 100% of the deposit. If the Renter cancels more than sixty days, but less than ninety days prior to the performance date, 50% of the deposit will be retained by the BOH. With more than 90 days written notice, the deposit will be refunded in full. All cancellation notices must be in writing and directed to the BOH Director.

**Section 3: Equipment Rental** (rental rates apply to both non-profit & commercial renters)

The following equipment is available for rental, and charged out at these costs.

Marley Dance Floor	\$175	run-of-show, does not include dance floor tape, labor additional (appx 10 hours labor for load in/out)
Orchestra Shell (15 sections)	\$15/section	run-of-show, labor additional
Lighting Booms & Bases (lights additional)	\$15/pair	run-of-show, labor additional. 8 booms (12 feet high) and bases. Apx 4 hours labor per pair (in/out & wire)
Spot Light	\$25 / \$75	Rehearsal rate (up to 4 contiguous hours) / Event rate
Projector	**\$175-\$300	run of the show - Rented from outside vendor
Screen (10' x 16')	\$150	run of the show - located between 2nd/3rd electric
House Audio	\$100-\$500	Best when used for spoken word & low volume audio playback. NOT adequate for Rock concerts or similar
Supplemental Audio Rental	**\$600-\$1,000	Run of show- Rented from outside vendor
Gaff tape/Marley Tape	\$25 per roll	Charged as needed for installation 4-6 rolls for full stage of marley
Spike Tape	\$10 per roll	Billed in ½ roll increments as needed
Tables/Chairs	No charge	Must be restored to storage following rental
(4) 4x8 (1) 4x4 Risers (legs @ 8", 16", 24")	No charge	\$25/each if taken off premises
Very Basic Stage Lighting (on/off, no color)	No charge	Meetings, Rehearsals, Presentations
Theatrical Lights (104 instruments)	\$100-\$600	Based on length of rental & intensity of usage
*6'11" Steinway grand piano (in the pit)	\$50 \$125 \$275 \$75	Rehearsal rate (does not include tuning) Performance rate (does not include tuning) Performance rate (tuning included) Additional performances (does not include additional tuning)
*9' Steinway Grand Piano (on stage)	\$75 \$250 \$350 \$100	Rehearsal rate (does not include tuning) Performance rate (does not include tuning) Performance rate (tuning included) Additional performances (does not include additional tuning)
<p>*All pianos in the Opera House are tuned by the BOH designated piano tuner. No other tuner/technician may work on the BOH pianos. BOH Operations Manager reserves the right to restrict use of the concert grand piano.  **Subject to 15% additional administrative fee</p>		

#### **Section 4: Technical Staffing**

**Technical Director:** The Renter agrees to engage the services of the BOH-designated Technical Director and to appoint the BOH as its agent for the purpose of making compensation payments to the Technical Director as applicable, and for the purpose of satisfying the requisite federal and state information reporting requirements with respect to those payments.

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- The BOH designated Technical Director is required to be present whenever the Renter is at BOH
- The designated Technical Director will provide hands-on stage supervision and direction for load-in and load-out and all stage uses involving rigging, electric, sound and scenic production needs.
- Technical Director has the full power and authority to cease any and all activity deemed unsafe.
  - Disputes about unsafe activities or conditions will be adjudicated exclusively by the BOH Executive Director. If the Executive Director is unreachable - the T.D.'s authority is final.
  - Technical Director will also handle any necessary pre- and post-production work such as attending production meetings, making technical arrangements, pre-hang, focus, programming of lights, restoring to the BOH house plot, and returning the stage to 'broom clean'.
    - The Technical Director is not a salaried employee, therefore time spent on for pre - and post production will be billed to the Renter even if the renter is not in the facilities.
- TD work time at BOH will be billed to the Renter and be counted against 'access time' of BOH.
- Technical Director: \*\*\$28.75/hour with a minimum 4-hour call.
- Overtime accrues at time-and-a-half after 8 hours/day
- Double time after 16 hours/day.
- 1-hour meal break (unpaid) after every 5 hours of work is REQUIRED for the stage crew.
- 30 min meal break (unpaid) may be allowed under the following circumstance:
  - Renter chooses, at its own expense, to provide the stage crew with a complete hot meal.
  - The meal break is uninterrupted for the duration of 30 min for the technician.
- Overtime accrues for every hour a meal break is not provided, after 5 hours of work.
- Overtime pay ends once a meal break begins and will only begin again once an employee has begun working a 9th hour.

#### **Section 4A: Stage Crews**

The Renter agrees to engage the services of and will bear the total costs of additional professional stage crew for the pre-hang, set-up, running, striking of show and the return of stage facilities to "as is" condition. The Renter also agrees to appoint the BOH as its agent for the purposes of making its compensation payments to the professional stage crew members and for the purposes of satisfying the requisite federal and state information reporting requirements with respect to those payments. The crew members, unless otherwise agreed to in advance by the BOH Executive Director and/or Technical Director, will be experienced professional stage workers chosen by BOH.

- Stage Crew: \*\* \$23/hour with a minimum 4-hour call.
- Overtime accrues at time-and-a-half after 8 hours/day
- Double time after 16 hours/day.
- 1-hour meal break (unpaid) after every 5 hours of work is REQUIRED for the stage crew.
- 30 min meal break (unpaid) may be allowed under the following circumstance:
  - Renter chooses, at its own expense, to provide the stage crew with a complete hot meal.
  - The meal break is uninterrupted for the duration of 30 min for the technician.
- Overtime accrues for every hour a meal break is not provided, after 5 hours of work.
- Overtime pay ends once a meal break begins and will only begin again once an employee has begun working a 9th hour.
- Student trainees may be employed, at the discretion of BOH. Their work will be billed out at \*\*\$17.25/hour.

\*\* All BOH provided labor charges and outside equipment (non-BOH) rental fees, and special services required by the Renter are subject to a 15% administrative fee. This fee covers bookkeeping charges, postage, pick up and delivery arrangements, phone calls, sub-contracting and bill paying handled by BOH on behalf of the Renter.

#### **4B: Crews Provided by Renter**

Non-professional stage crews for events presented by community or non-profit organizations may be provided by the Renter under the following conditions:

- A Barre Opera House Technical Director is paid and on-site at all times
- All arrangements for non-professional crews must be approved by the BOH Director or BOH-designated Technical Director, and noted on the Rental Agreement or Quote.
- All behavior, actions, and activities of non-professional crew are the responsibility of the Renter
- All non-professional crew are to work under the direction of the BOH Technical Director unless otherwise determined by the BOH TD or Executive Director
- Renter takes full legal and fiscal responsibility for damages and injuries caused by non-professional crew members provided by Renter.
- It is understood that certain stage work cannot be accomplished by non-professionals and therefore will require paid professionals as stated in Section 4: Technical Staffing.
- All volunteers and Renter will sign a hold-harmless agreement removing the Barre Opera House from any responsibility for injuries. The hold-harmless agreements must be signed prior to beginning work with the production.

#### **Section 5: The Flies or Catwalk**

No one is allowed above the stage except the BOH Technical Director or designee. If the Renter's performance requires the use of the BOH flies, trained, professional stage personnel will be required to operate the rigging. The operator may be a non-professional arranged for by the Renter in advance, if approved by the BOH Executive Director or Technical Director and Noted on Lease Agreement or Quote.

#### **Section 6: Preservation Fee**

- All tickets issued for performances at the BOH will include a BOH Preservation Fee of \$1.50
- Tickets for performances whose top ticket price is below \$10 will include \$.75/ticket.
- Non-Profit/Community Events ONLY: If no tickets are issued for the performance or event or if admission to the event is free, a flat fee of \$125 will be billed to the renter.
- The renter must ensure that the total advertised ticket price includes the Preservation Fee.
- It will be the obligation of the renter to pay the full fee regardless of discounts offered.
- Payment of the Preservation Fee will be made at final settlement.
- If the Barre Opera House Box Office does not handle all tickets, the renter will provide a signed statement regarding tickets sold outside the BOH and will settle the balance of fees due within 30 days of the show.
- BOH reserves the right to hold a deposit until final settlement.

#### **Section 7: Administrative Fee**

All technical personnel, including the BOH designated Technical Director and stage crew, outside equipment (non-BOH) rental fees, and special services required by the Renter are subject to a 15% administrative mark-up. This fee covers all bookkeeping charges, postage, pick up and delivery arrangements, phone calls, sub-contracting and bill paying handled by BOH on behalf of the Renter.

## **Section 8: Lighting Equipment and Personnel**

- Use of the House Plot, control board, and up to 104 lighting instruments, included in the plot, are included based on a sliding scale (see price list in section 3)
- The Barre Opera House 104 instrument, House Plot is sufficient for most performances.
- The use of additional lighting instruments is available for rental at the rate of \$2.00 per lighting instrument for dress rehearsal and \$2.00 per lighting instrument for each performance.
- The BOH follow spot is available for use at a rate of \$75 per performance day and \$25 per preparation or rehearsal day use.
- Use of the Barre Opera House's cable and light board will be included at no additional charge.
- Charges cover equipment use only and do not cover labor costs to move, re-cable and patch, focus or gel equipment to renter's specifications.
- If a special light plot (using in-house equipment) is required by the Renter, the BOH Executive Director and/or the BOH designated Technical Director will determine crew needs and estimate charges accordingly.
- Lights must be restored to the BOH standard house plot after the run-of-show and the labor costs to do so will be included in the technical personnel estimate charges.
- If additional lighting equipment is required, BOH will arrange for pick up, hang, strike and return of this equipment, based on the Renter's needs.
- All associated fees for equipment rental, transportation, technical personnel and supplies will be billed to the Renter, and are subject to the BOH Administrative Fee.
- Renters are encouraged to provide a light plot at least 4 weeks in advance of rental to provide adequate time to recruit an appropriately-sized crew for the amount of work needed.
- Renters with complex lighting designs and performances with more than 20 lighting cues/changes will be required to engage, hire, and pay for a professional Lighting Designer and Board Operator.
- In very rare instances (and only based on availability), BOH may be able to provide a lighting designer and board operator for complex designs.
  - NOTE: A lighting designer is an artist who works with the director to create mood, place, time, scene, and pacing by using talents, skills, software, and hardware to create the art for the stage. If you have a specific look, mood, place, time, scene for your event it is best to engage, hire, and pay a lighting designer to work with you during the creative process to create your vision. In essence, they are the choreographer of the lights.
  - The hourly rate will apply to all time committed to the event including: conversation, planning, design, layout, light hang, software, rehearsals, re-focus, re-design, etc... This time will be billed in-full, even if the designer does not accomplish your vision within the time allotted.
  - If a BOH designated lighting designer is utilized, the TD rate of \$28.75/hour and 15% Administrative Fee will apply.
  - In addition to a BOH provided Lighting Designer, at BOH TD may still be required to work the event at an additional rate of \$28.75/hour plus 15% Administrative Fee.

**Light Board Operator:**

- All stipulations listed in Section 4 apply to Light Board Operator
- The light board operator will be a professional hired on behalf of the Renter at the Renter's expense and arranged for by the BOH Executive Director or BOH-designated Technical Director.
- The operator may be a non-professional arranged for by the Renter in advance, if approved by the BOH Executive Director or BOH designated Technical Director and noted on the Lease Agreement or Quote.
- See Section 4 for technical crew labor rates and rules

**Follow Spot Operator:**

- All stipulations listed in Section 4 apply to Follow Spot Operator
- A follow spot operator will be a professional hired on behalf of the Renter at the Renter's expense and arranged for by the BOH Operations Manager or BOH designated Technical Director.
- The operator may be a non-professional arranged for by the Renter in advance, if approved by the BOH Executive Director or BOH designated Technical Director and noted on the Lease Agreement or Quote.
- See Section 4 for technical crew labor rates and rules

**Miscellaneous supplies:**

- gaffers tape, marley tape, spike tape, gel, and gobo patterns purchased by the BOH for the Renter's performance will be charged to the Renter.
- Renter can provide professional grade and appropriate supplies to avoid these charges.
- See price list above
- All supplies provided by BOH are and are subject to a 15% Administrative Fee.

**Section 9: Audio & Projection Equipment and Personnel****Audio Equipment:**

- BOH sound equipment is available for rent on a sliding scale of \$100- \$500
- Price will be determined by complexity of audio needs based on the Renter's expressed needs
- Specific fees will be determined and noted on Lease Agreement or Quote
- If additional sound equipment is required, BOH will arrange for pick up, load-in, strike and return of rented equipment.
- All associated fees for equipment rental, transportation, technical personnel and supplies will be billed to the Renter, and are subject to the 15% Administrative Fee.

**Projection Equipment:**

- Rental projection equipment is available through an outside vendor
- Price will be determined by complexity projection needs based on the Renter's expressed needs
- Specific fees are determined and noted on Lease Agreement or Quote
- BOH will arrange for pick up, load-in, strike and return of rented equipment.
- All associated fees for equipment rental, transportation, technical personnel and supplies will be billed to the Renter, and are subject to the 15% Administrative Fee.



**Sound Board Operator:**

- A sound board operator will be a professional hired on behalf of the Renter at the Renter's expense
- Arrangements will be made by BOH Technical Director or Executive Director
- The operator may be a professional or non-professional arranged for by the Renter in advance, if approved by the BOH BOH Technical Director or Executive Director and Noted on the Rental Agreement or Quote.
- See Section 4 for technical crew labor rates and rules

**Projectionist:**

- A projectionist will be a professional hired on behalf of the Renter at the Renter's expense
- Arrangements will be made by BOH Technical Director or Executive Director
- The operator may be a professional or non-professional arranged for by the Renter in advance, if approved by the BOH BOH Technical Director or Executive Director and Noted on the Rental Agreement or Quote.
- See Section 4 for technical crew labor rates and rules

**Section 10: Front of House Services**

- The Renter agrees to engage the services of the BOH-designated House Manager on its behalf.
- The services for the House Manager will be billed to the Renter at \$100 per performance.
- One BOH House Manager is required for each performance.
- Ushers, provided by BOH, will direct patrons through the hall, distribute programs, collect tickets, seat patrons and assist patrons in emergency exiting if necessary
- Our Usher Corps are trained volunteers and provided free of charge
- The House Manager fee is subject to 15% the administrative fee

**Section 11: Refreshment/Concession/Merchandise****Concessions:**

- Renters may not sell or give away refreshments unless arrangements are made and agreed to by BOH Executive Director in advance.
- 100% of proceeds from concessions remain with BOH
- If an agreement, in advance, has been made with BOH, the Renter may sell concessions.
  - Renter will be required to pay BOH 20%- 50% of gross sales

**Food & Beverages in the Theater/Backstage:**

- Food or beverages are not permitted in the theater or on stage at any time, unless specifically called for in a performance.
- Food and beverages are permitted in the dressing rooms.
- Bottled water is permitted in the theater.
- All left-over stage food, drinks and containers must be removed immediately following each performance.

### **Alcoholic beverages:**

- Under strict and special permissions, alcohol may be allowed with approval from the City Council.
  - If allowed, BOH will operate a cash bar, through an outside vendor
  - Alcohol vendors must possess an approved liquor license for the venue
  - BOH will collect 25%-30% of gross sales from Vendor/Renter for ALL alcohol and associated sales

### **Section 11B: Merchandising**

If the Renter wishes to sell tapes, CDs, T-shirts, hats, and other paraphernalia in the lobby before the show, at intermission, and/or after the performance, the BOH will receive 20% of the gross sales. The BOH will supply tables, bankroll and volunteers to assist.

### **Section 12: Smoking Policies**

State fire law prohibits smoking anywhere in the BOH or Barre City Hall building.

### **Section 13: Fire/Safety Codes**

**The use of any and all forms of open flame or pyrotechnics anywhere on BOH property are strictly forbidden by law.** BOH requires written proof that all scenery pieces and props have been treated with a flame retardant. If such written proof is not provided, local fire codes require all “theatrical” uses of the facility be accompanied by a professional firefighter who will be on duty in the theater during all such performances. The presenter will be responsible for paying Barre City Fire Department for the firefighter on duty (\$60/hour). “Theatrical” refers to those events utilizing flying and/or large stationary set pieces constructed of any flammable material, along with costume pieces in flammable materials. The BOH Executive Director and the Barre City Fire Department determine what constitutes a “theatrical” use. The Barre City Fire Department bills the BOH directly and this cost will be passed on to the Renter, and subject to the BOH 15% Administrative Fee. The renter, with as much advance time as possible should inform the BOH what their stage setup will include. The BOH will inform the Renter if a professional firefighter is required, and will include an estimate for these services in the “LEASE AGREEMENT.” If the Barre City Fire Department increases its fee at or before the performance the renter will be billed the increased rate.

### **Section 14: Barre City Entertainment Ordinance**

In compliance with the Barre City Entertainment Ordinance, the BOH obtains a blanket entertainment license for each calendar year. Therefore, the Renter is not responsible for obtaining an individual license. There is a condition in our license that does not allow any nude or partially nude performers within three feet of any patron. If there is to be nudity in the Renter’s performance, they must discuss it with the Executive Director, no less than 30 days prior to the event.

### **Section 14A: Music Licensing and Royalties**

The Renter bears the sole responsibility for all fees associated with the material performed, including - but not limited to - play or musical royalties or music licensing fees. The Renter, at their sole cost and expense, shall obtain all licenses, permits or other approvals required by any union, public authority, performing rights society or other entity having jurisdiction with respect to the engagement or the material to be presented or performed.

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## **Section 14B: Sales Tax**

As of July 1, 2011, The Barre Opera House is required to collect a 6% State of Vermont sales tax on ticket sales to all events presented by 1) for-profit entities and 2) all non-profit organizations with ticket sales in excess of \$100,000 during the previous calendar year. If you fall into either of these categories, please inform the BOH when you submit your rental and box office contracts. When selling your tickets independent of the BOH box office, it is your responsibility to report and remit the 6% tax to the State.

## **Section 15: Sound Level**

The BOH reserves the right to limit the level of sound amplification within what it deems to be reasonable and safe levels for patrons of the theater, not to exceed 90db.

## **Section 16: Artist & Crew Entry**

Performers and crew will enter by way of the "Merchant's Row" entrance. All personal items such as coats, handbags, instruments, instrument cases and tool boxes must be stored in the dressing rooms or backstage so as not to interfere with the normal operation of the theater. No personal items are permitted in the audience seating area except for meetings, auditions or rehearsals, unless permission is granted by the BOH Staff. The BOH strongly suggests that all performers and crew park at the further end of the Merchant's Row parking lot, thereby leaving the nearer spaces open for the Renter's patrons. All crew and renters are strongly encouraged to wear an identifying badge on the day of a performance.

## **Section 17: Storage of Equipment**

All Renter's equipment must be removed from the premises immediately upon the conclusion of the rental period. Leaving equipment on the premises may result in a Dark Day Rental Fee.

## **Section 18: Set Construction & Painting**

Set construction and painting are strictly forbidden anywhere on the premises.

## **Section 19: Conditions & Rules of Hall**

- No food or drink except water in the theater; either on stage or in the house. Only exception is prop food.
- Any left over prop food must be stored properly in tightly sealed containers. No garbage (perishables) should be left overnight in trash cans.
- No trash left in the house or on stage after rehearsal.
- Clean up after yourselves. BOH will charge the renter a cleaning fee if this is not done.
- No one is to be on the balcony during a rehearsal except approved technical personnel.
- No one is to be in the upper dressing rooms until tech and performances, except for scheduled costume fittings
- No one is to be in lower dressing rooms except technical personnel.
- If you use tables/chairs/music stands/etc for rehearsals, return them to the storage location. Fees apply if BOH staff must return items
- Always return the hall to its pre-rehearsal condition.

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- There is a courtesy phone in the lobby by the big windows. The phone has a long distance lockout, but local, credit card and calling card calls will go through.
- During rehearsals, use only the two handicapped restrooms located on the lobby level.
- Don't stick anything on any painted surface. If necessary, things can be put up with scotch tape on the brick, wood or metal surfaces.
- ABSOLUTELY NO PUSHpins, TACKS OR NAILS IN THE WALLS.
- Do not use anything on the stage floor except gaff tape. NO DUCT TAPE OR MASKING TAPE.
- NO ONE is allowed above the stage in the flies except the designated Technical Director without authorization from BOH Operations Manager or designated Technical Director.
- The concession area in the lobby is off limits. Do not go behind the counter. Do not use or open the mini-refrigerator. The contents of the cabinets and fridge are inventoried and anything missing will be billed to the Renter.
- Do not place anything except music on the pianos. No Drinks or Water!
- It is especially important to NEVER write on the piano lids.
- There is NO SMOKING anywhere in the building. If smoking is important to the performance, you must obtain approval from the BOH Operations Manager and Executive Director prior to smoking on stage.
- If smoking is approved by the BOH Executive Director, then an on-duty firefighter will be required for each performance, and the costs billed to the renter (See Section 13.)
- Remember that the main floor of the building is Barre City Hall. On weekday evenings there are usually meetings in the council chambers. Please be quiet if you are down on the main floor for any reason.
- This building is over 100 years old. Please respect the space!

### **Section 19A: Damage/Clean-Up Deposit**

The Barre Opera House reserves the right, at its discretion, to charge an additional deposit of up to \$1,000 in expectation of possible damage to the theater, stage, lobby or dressing rooms. The deposit will be returned to the renter within 10 days of the event unless damage or extraordinary cleaning is necessary. (See Section 19B: Liability and Damages)

### **Section 19B: Liability for Damages**

The renter shall be solely responsible for, or account of, any loss or damage to the Barre Opera House, its property, the premises or its contents to the extent caused by negligent act or omission of the renter during the term of the lease. Furthermore, the renter is responsible for the actions of its artists and audience and any damages caused thereof. The condition of the stage, theater, lobby and dressing room will be evaluated before any subsequent event occurs. The Barre Opera House reserves the right to keep a portion or all of the renters' deposit, ticket sales, etc if damage is assessed or if extraordinary cleaning charges are deemed necessary.

### **Section 20: Advertising**

The BOH encourages the use of its logo on all posters, handbills and displays advertising events held in the theater. We also encourage the use of universal signs for physical accessibility and infrared listening devices. The BOH has reproducible copies of these symbols available to Renters. When possible, information on the Renter's event will be included in newsletters, regular calendar listings, display advertisements, telephone recorded outgoing messages, and on our website calendar of events. This service is offered as a courtesy to renters and is not guaranteed.

## **Section 21: Services for Patrons with Access Needs**

Seating locations B4, B5, B9, B10 and A15, A16, A17 and C23, C24, C25 are designated as house wheelchair locations. Seats C-1 through C-10 (10 seats located directly behind B 2-10) will be sold as companion seats to the wheelchair locations, or as seating available to those with physical accessibility needs. Seats C-1 through C-10 must be sold last and not advertised as front row seats.

While the BOH prefers all patrons using wheelchairs to situate themselves in the designated wheelchair locations, patrons are not prohibited from transferring out of their chairs into an aisle seat, provided that their wheelchair is moved clear of any fire aisle.

The main entrance, Box Office, lobby, orchestra level seating, stage and upper dressing rooms are all accessible by elevator located in the rear of the building. There are two accessible restrooms located in the lobby for our patrons, and one accessible restroom in the upper dressing rooms for our performers. The balcony is not accessible, and is located at the top of a long flight of stairs.

The Barre Opera House is equipped with a hearing assistance system and we currently have five headsets available for patrons with hearing impairments.

With at least one week's notice, the Barre Opera House will provide Braille programs for your performance. All program text must be submitted at least 7 days in advance of the first performance, either on compatible disc or as an attached file by e-mail. All fees associated with printing Braille programs will be passed on to the Renter, and are subject to the BOH Administrative Fees.

The BOH encourages Renters to provide large-print versions of the program for those with visual accessibility needs. ADA requirements state that 16-point type is the minimum recommended size for large print programs, in either Ariel or Times New Roman font.

## **Section 22: Box Office**

The Barre Opera House Box Office offers renters the ability to sell tickets online, over the phone and in person Tuesday-Friday, noon-5:30 p.m. and on Saturdays from 9 a.m. to noon. Summer hours are Monday-Friday 8:30 a.m.-4:30 p.m. Box Office procedures and fees are outlined in a separate Barre Opera House Box Office Agreement. **The BOH Box Office is the exclusive ticketing outlet for performances at The Barre Opera House.**

## **Section 23: Paying and Reporting Services**

In any situation where the Renter engages the services of the BOH-designated Technical Director, professional stage crew, professional light board operator, professional follow spot operator, and/or professional sound board operator, the Renter agrees to appoint the BOH as its agent for purposes of making its compensation payments to the person or persons so engaged and for purposes of satisfying the requisite federal and state information reporting requirements with respect to those payments. These personnel are not employees of the Barre Opera House. They are independent contractors hired by the renter and must be accorded professional respect and recognized for their specialized knowledge and skills.

**Section 24: Renter’s Insurance**

Any group renting or using the Barre Opera House must provide evidence of Insurance in the amount of \$1,000,000 (one million dollars) prior to their date of use and The Barre Opera House must be named as an “Additional Insured” with respect to the liability arising out of the operation of the named insured for the date of performance and rehearsal. A Certificate of Insurance must be provided to the Barre Opera House fourteen days prior to your event.

**A REMINDER**

**WHEN YOU SIGN THE RENTAL AGREEMENT, YOU ARE AGREEING TO ALL OF THESE SECTIONS. ANY VARIATIONS MUST BE NEGOTIATED WITH THE EXECUTIVE DIRECTOR AND INCLUDED IN THE RENTAL AGREEMENT.**

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Signature of Renter

Date

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Printed Name of Renter

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Signature of Executive Director / Barre Opera House

Date

Kurt Thoma