



# The Barre Opera House, Inc.

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## Facility Usage Policies

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.

### Section 1A: Basic Hall Rental

**Basic Rental Includes:** Basic Lighting Package (to a maximum of 60 Instruments) & headset system, masking draperies, chairs, music stands, heat, ushers, concessions, infrared listening system for the hearing impaired, and cleaning services for events. In addition, air conditioning will be provided for performances ONLY. See below for air conditioning during rehearsals.

**Basic Rental Excludes:** Complex Lighting Package (use of 61 or more Instruments, see Section 8: Lighting), Technical Director and stage crew labor, house manager, box office services, marketing and promotional services, security and additional equipment necessary for event.

**Load-In & Load-Out:** If the Renter requires a separate rental period (not contiguous with performance time) for Load-In, Set up or Load-Out, or if a separate rehearsal session is required earlier than four hours prior to the performance, the rates are:

Non-Profit: \$85 for up to four hours plus \$20 each additional hour.  
\$160 all day fee (up to 8 hours)

Commercial \$125.00 for up to four hours plus \$30 each additional hour.  
\$245.00 all day fee (up to 8 hours)

**NOTE:** Heat will be provided at no additional charge during load-ins/load-outs. Air conditioning will ONLY be available during rehearsals and load-ins/load-outs for an additional \$100 fee for up to 4 hours, \$20 for each additional hour. Because this is an additional expense, renters should anticipate their need for AC and inform Opera House staff that they require it in advance of their arrival.

*Separate additional fees apply for technical equipment and personnel necessary for load-in and/or load out. See sections 3 through 8.*

### Section 1B: Performances - Basic Rental

#### Community & Non-Profit Organization Rate:

\$300 for the basic rental up to 200 people attending your performance.  
For audiences over 200, add \$1.50 for each ticket sold or issued.

Seating capacity is 645 plus 5 wheelchair locations, so maximum capacity is 650, and maximum rental is \$975 per performance.

ALL people in attendance must have a ticket and be accounted for, regardless of whether they paid for their tickets, received a complimentary ticket, or their affiliation with 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.

### Commercial (For Profit) Organization Rate

Commercial renters pay a flat fee of \$1,500, regardless of attendance.

NOTE: Heat and a/c provided during performances, as deemed necessary by the Executive Director, at no charge to the Renter.

*Separate, additional fees apply for technical equipment and personnel necessary for performances. See sections 3 thru 6.*

### Section 1C: Rehearsals

If a Renter requires a separate rental period for rehearsals (not contiguous with performance time), the rates are:

Non-Profit	\$85 for up to four hours and \$25.00 each additional hour. An all-day fee is available for \$140 (up to 8 hours, \$25 for each additional hour).
Commercial	\$120 for up to four hours and \$40 each additional hour. An all-day fee is available for \$220 (up to 8 hours, \$40 for each additional hour).

**NOTE:** Heat will be provided at no additional charge during rehearsals. Air conditioning will ONLY be available during rehearsals for an additional \$100 fee for up to 4 hours, \$20 for each additional hour. Again, please notify us in advance if you think you will need AC for your rehearsal.

*Separate, additional fees apply for technical equipment and personnel necessary for rehearsals. See sections 3 through 6.*

### **Dress Rehearsals:**

Maximum attendance by non-performing audience members is twenty persons. 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 1D: Second Performance

If there are two performances for a non-profit renter within a 12-hour contiguous period on the same day (i.e. matinee and evening performances, two evening performances, or two student matinees) the lesser-attended performance will be charged a rental rate of 50% its total rate (minimum \$150, maximum \$487.50). This discount DOES NOT apply to technical equipment, preservation fee and personnel charges, which will be billed out at their regular rates.

### Section 1E: Dark Day Charge

A Dark Day is a day the BOH is unavailable to another renter because your equipment, light plot and set up are in the theater. Dark Days are charged at \$85.00/DAY. Those occurring on a Friday or Saturday are charged at \$875/DAY.

### Section 1F: Special Barre City Taxpayers Waiver



every 5 hours of work. If the Renter chooses to, they may – at their own expense -provide the TD with a hot meal, and cut the 1-hour meal break to 30 minutes. If a meal break is not provided after 5 hours of work, the hourly rate for the designated Technical Director will jump to time-and-a-half until such time as a meal break is given. The designated Technical Director will also handle any necessary pre- and post-production work such as attending production meetings making technical arrangements, pre-hang of lights and restoring to the BOH standard house plot. This time will be billed out to the Renter.

#### **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, setting 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 purposed 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. Such tech personnel are billed out to the Renter at \$15 per hour with a minimum 4-hour call applicable. Overtime accrues at time-and-a-half after 8 hours/day and double time after 16 hours/day. All technical personnel provided by the BOH are required to have at least one 1-hour meal break after every 5 hours of work. If the Renter chooses to, it may – at its own expense - provide the members of the stage crew with a hot meal, and cut the 1-hour meal break to 30 minutes. If a meal break is not provided after 5 hours of work, the hourly rate for the stage crew will jump to time-and-a-half until such time as a meal break is given. On occasion, the BOH may use student trainees to work in lieu of professional stage techs for calls. Their work will be billed out at \$10/hour.

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

1. All arrangements for non-professional crews must be approved by the BOH Director or BOH-designated Technical Director, and appear as changes under “SECTION: EXPLANATION” on the Lease Agreement.
2. All activities must be supervised by the Renter’s designated Stage Manager or representative.
3. 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 Direction”.

#### **Section 5: The Flies**

No one is allowed above the stage except the BOH designated Technical Director. If the Renter’s performance requires the use of the BOH flies, trained, professional stage personnel will be required to operate the ropes. 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 indicated as changes under “SECTION: EXPLANATIONS” on the “LEASE AGREEMENT”. Any non-professional flies operator(s) will require a 2-hour training session with the BOH designated Technical Director, whose time will be billed out to the Renter.

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

All tickets issued for performances at the Barre Opera House will include a BOH Preservation Fee of \$1.00 (\$.50/ticket for performances whose top ticket price is below \$10). 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 offers. Payment of the Perservation 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. The BOH reserves the right to hold a deposit until final settlement. If no tickets are issued for the performance or event or if admission to the event is free, a flat fee of \$100 will be billed to the renter.

## **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**

Use of basic work lights and up to 60 in-house lighting instruments are included in the rental of the facility. The Barre Opera House 60 instrument basic lighting package 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 rehearsals and performances. 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 renters 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. The stage crew will be experienced stage workers, working as paid professionals for the Renter.

Renters are encouraged to provide a light plot at least three weeks in advance of your arrival to give us adequate time to recruit an appropriately-sized crew for the amount of work needed. In some instances, we may be able to provide a lighting designer for you. If the Renter chooses to work with the BOH designated Technical Director, the TD will be paid the usual \$23/hour and the BOH Administrative Fee will apply.

If a renter is using the same light plot for rehearsals and performances for more than 7 days, a 50% discount on lighting fees are charged after the first 7 days.

Non-profit organizations may provide volunteer technicians to assist the BOH designated Technical Director with lighting changes under the following conditions:

1. All arrangements for non-professional technicians must be approved by the BOH Executive Director or BOH-designated Technical Director in advance of load-in. Any changes in this policy will appear in "**SECTION: EXPLANATIONS**" in the "LEASE AGREEMENT."
2. It be understood that certain stage work cannot be accomplished by non-professionals and therefore will require paid professionals.
3. All volunteers will sign a hold-harmless agreement removing the Barre Opera House from any responsibility for injuries prior to beginning work with the production.

**Light Board Operator:** A 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 indicated as changes under "**SECTION: EXPLANATIONS**" on the "LEASE AGREEMENT."

**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 indicated as changes under “SECTION: EXPLANATIONS” on the “LEASE AGREEMENT”.

**Miscellaneous supplies:** Gel, patterns and tape purchased by the BOH for the Renter’s performance (at the Renter’s request) will be charged to the Renter, and are subject to the BOH Administrative Fee. All such material will be made available to the Renter at the completion of the event.

### **Section 9: Sound Equipment**

**Equipment:** BOH sound equipment is available for rent on a sliding scale of \$100- \$500, based on the Renter’s needs. Specific fees are determined and specified on the “LEASE AGREEMENT” under “SECTION: EXPLANATIONS”. If additional sound equipment is required, BOH will arrange for pick up, load-in, strike and return of this equipment. All associated fees for equipment rental, transportation, technical personnel and supplies will be passed on to the Renter, and are subject to the BOH Administrative Fee.

**Sound Board Operator:** A sound board 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 Operations Manager or BOH designated Technical Director and indicated as changes under “SECTION: EXPLANATIONS” on the “LEASE AGREEMENT”.

### **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 \$75 per performance. One of the BOH House Managers 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.

### **Section 11: Refreshment/Concession Sales**

**Concessions is an important revenue generator for the BOH** - renters may not sell or give away refreshments unless arrangements are agreed to by BOH Executive Director in advance.

### **Section 11A: Food & Beverages in the Theater**

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 and containers must be removed immediately following each performance.

**Alcoholic beverages of any kind are strictly prohibited from BOH and Barre City Hall premises as per local ordinances. On occasion, with special permission from the City Council, the BOH will operate a cash bar, but consumption of alcohol by Renters or their guests is expressly forbidden.**

### **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, subject to the BOH 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 beforehand with the Executive Director.

### **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.

### **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 Operations Manager. 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.

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

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

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

1. No food or drink except water in the theater; either on stage or in the house. Only exception is prop food.
2. Any left over prop food must be stored properly in tightly sealed containers. No garbage (perishables) should be left over night in trash cans.
3. 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.
4. No one in the balcony during a rehearsal except approved technical personnel.
5. No one in the upper dressing rooms until tech and performances, except for scheduled costume fittings
6. No one in lower dressing rooms except technical personnel.
7. If you use tables/chairs/music stands/etc. for rehearsals, return them to where you got them.
8. Always return the hall to its pre-rehearsal condition.
9. 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.
10. During rehearsals, use only the two handicapped restrooms located on the lobby level.
11. 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 PUSH PINS, TACKS OR NAILS IN THE WALLS.
12. Do not use anything on the stage floor except gaff tape. NO DUCT TAPE OR MASKING TAPE.
13. 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.
14. 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.
15. Do not place anything except music on the pianos. It is especially important to NEVER write on the piano lids.
16. 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 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.)
17. 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.
18. 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 \$500 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 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 the 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 web site 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 B-2 through B-10 (5 positions) 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.**