



Greater Derry Arts Council, Inc.
P.O. Box 1514, Derry, New Hampshire 03038-6514
(603) 437-0505 www.derryarts.org info@derryarts.org

OPERA HOUSE RENTAL AGREEMENT

This is a rental agreement between the Greater Derry Arts Council, Inc. (GDAC) and

Organization (USER):			
Contact:		Phone:	
Address:			
Name of Event:			

The USER agrees to rent the facility, on the dates and times, and for use and event specified herein. The USER further agrees to the payment schedule and to the general terms and conditions as specified herein.

DAY/DATES	TIME IN	TIME OUT	PURPOSE	FACILITIES

PAYMENT OF RENTAL RECEIVED AFTER THE DUE DATE MUST BE BY CASH, CASHIER'S CHECK, CERTIFIED CHECK, OR POSTAL MONEY ORDER. NO OTHER FORMS OF PAYMENT ARE ACCEPTABLE. GDAC WILL ONLY HOLD YOUR DATES UPON RECEIPT OF THE BINDER.

Payment or Document	Amount Due	Due Date
Non-refundable Rental Binder (*):	\$	
Balance of Rental:	\$	
Damage/Cleaning Deposit:	\$	
Rental of Follow Spot:	\$	
Certificate of Insurance:		
Grand Total Due:	\$	(due in installments as listed above)

Please make checks payable to **Greater Derry Arts Council (or GDAC)**.
 * The non-refundable binder (20% of the rental fee, up to \$200) reserves the above dates for your event.

..... *FOR USE BY GDAC*

BINDER \$ _____ **Date Rec'd** _____ **RENTAL BALANCE \$** _____ **Date Rec'd** _____

D/C Deposit \$ _____ **Date Rec'd** _____ **INSURANCE CERT** _____ **Date Rec'd** _____

Disposition of Deposit: _____ **Date:** _____ **Check:** _____

GENERAL TERMS AND CONDITIONS:

1. The Damage/Cleaning deposit shall be returned to the USER by GDAC within 10 business days provided the USER has fully complied with all GDAC rental policies. The cost of cleaning, repairs/replacement of equipment/fixtures or repairs to the facility and grounds will be deducted from the Damage/Cleaning Deposit; insurance and/or legal claims shall be pursued for costs above the deposit.
2. If the USER cancels the event, the USER will notify GDAC and the media immediately; all monies paid except the non-refundable binder will be returned to USER.
3. If GDAC must cancel an event for any reason beyond our control, all monies paid shall be returned to USER.
4. The USER must provide full payment, as listed on the reverse side, and a certificate of insurance or receive written GDAC insurance waiver **before** entering the building.
5. Rental times include all arrivals, set-up and clean-up times. Rental for additional days or any part of an hour exceeding this agreement will be deducted from the Damage/Cleaning Deposit.
6. GDAC Certified Production Staff will be present at all load-ins, technical set-ups or work sessions, strikes and load-out. Refer to the Certified Production Staff program documentation on the GDAC web site for job descriptions and responsibilities and a list of available certified staff online at **www.derryarts.org/certified-staff.htm**
7. Potential costs for GDAC Certified Production Staff shall be borne by the USER.
8. All performance rights and royalty fees required for each performance will be paid by the USER.
9. The USER will bear costs of any police or fire personnel presence that may be required for certain events.
10. The USER will obtain permission from GDAC and the Derry Fire Department for use of open flame, pyrotechnics or any special effect, such as a fog machine, that may trigger the smoke detectors.
11. All GDAC policies and practices relating to fire codes safety codes, the Americans with Disabilities Act, smoking, alcoholic beverages, and non-discrimination will be strictly followed by all participants.
12. A GDAC Certified House Manager is required for all events.
13. The USER will abide by the requirements of the GDAC Opera House Technical Package which is available in hard-copy from the GDAC office or online **www.derryarts.org/technical.htm**
14. GDAC reserves the right to conduct on-site marketing and promotional activities during any public performances or events in the building, unless otherwise agreed in advance between GDAC and USER.
15. The USER will cooperate with GDAC with respect to reserved seating in the balcony, as to seats sponsored during the GDAC 2000-2001 Capital Fund Drive. Seat patrons may reserve balcony seats up until 10 minutes before curtain time.
16. Decisions of the GDAC Opera House Staff Technical Director, ATD, House Manager or AHM in matters of safety and facility rules compliance, shall be final.

I have read and agree to all of the stipulations, terms, and conditions of this Rental Agreement. I understand that all fees and a certificate of insurance or waiver approved by GDAC must be submitted before entering the building.

SIGNATURE FOR USER: _____
(Must be signed by an OFFICER of the USER.)

DATE: _____

SIGNATURE FOR GDAC: _____

DATE: _____

OPERA HOUSE RENTAL -- TECHNICAL RIDER
Effective December 11, 2006

ORGANIZATION (USER):	
NAME OF EVENT:	
PERFORMANCE DATE(S) AND TIMES:	
ADMISSION PRICES:	

NAMES OF CERTIFIED PRODUCTION STAFF:

Position	Name	Position	Name
Stage Tech:		Sound Tech:	
Light Tech:		House Manager:	

Do you need:

- | | |
|---|--|
| <input type="checkbox"/> Spot light | <input type="checkbox"/> Piano |
| <input type="checkbox"/> Microphones (stands) | <input type="checkbox"/> GDAC ticket sales |
| <input type="checkbox"/> Onstage monitors | <input type="checkbox"/> Permission to serve alcohol |
| <input type="checkbox"/> Movie Screen | |

Other special effects or needs: _____

USE OF ALL SPACES:

1. A GDAC staff member designated by the House Manager or Technical Director will open the facility at the agreed rental time and sign out keys to the Contact person named on this agreement.
2. All spaces must be cleaned and straightened every day with the understanding that the space may be leased to another renter with an overlapping rental time frame.
3. All props, tools and costumes must be placed in proper storage at the end of every day.
4. Trash must be dealt with according to the recycling requirements of the Town of Derry and GDAC's waste disposal contractor. Cans, bottles, plastic must be emptied and placed in recycling bins near the red dumpster, behind the building. Paper and food trash must be carried to the red dumpster against the outside back wall of the building. **RENTERS ARE RESPONSIBLE FOR TAKING AWAY ALL WOOD, CARDBOARD, PAINT CANS, PROPS, ETC. Renters will be charged a dumping fee for not complying.**
5. Building and painting sets is absolutely restricted to the stage itself; all materials, especially paint brushes, must be cleaned in the Custodian sink at the back of the house.
6. Nothing may be attached to any walls without the written consent of GDAC.
7. The following are prohibited anywhere in the building:
 - (1) use of alcohol without GDAC Board written permission two months in advance of the event and a signed permit available from the GDAC office.
 - (2) smoking
 - (3) animals unless of necessary physical assistance or approved by the GDAC Board.
8. All youth under the age of 18 must be supervised by an adult at all times.
9. The USER is responsible for closing and locking all windows and doors and locking elevator access to the Opera House (Second Floor) to secure the building.
10. The USER is responsible for making a pre-show safety and parking announcement.

11. The USER shall make patrons, staff, cast and crew aware of the parking areas and parking restrictions, as posted throughout the building.

USE OF STAGE FACILITY:

1. GDAC Certified Production Staff will be present and supervise load-in, set-up, technical work sessions and strike; they will provide assistance to each USER to achieve production needs.
2. The Control Rooms (Booth) is restricted to the Technical Director, Stage Manager, ASM, operating technicians, Director and GDAC personnel. ***No drinks or food, except bottled water, are allowed in the Control Rooms. Keep all liquids away from control surfaces.***
3. Drywall screws only are to be used on the stage floor.
4. Stage weights are preferred to screws.

USE OF HOUSE:

1. No food or drink (except bottled water) is allowed in the house without GDAC written permission.
2. The elevator is reserved for those needing assistance or access to the basement rest rooms.
3. State laws require the following:
 - (1) Fire exits must be clear at all times: all doorways throughout the building, including entrances to stage, stairs to balcony, and lobby areas.
 - (2) There must be a 3 foot wide aisle around perimeter of chairs; all aisles must be at least 3 feet wide.
 - (3) No audience member may go beyond the affixed seating in the balcony.
4. Each renter is responsible for setting up the configuration of seating and restoring seating to the original configuration unless notified otherwise.
5. A Certified House Manager must be present at every performance to train ushers and handle the box office at least 90 minutes before every performance. An usher must be stationed in the balcony throughout the performance.
6. The audience shall be admitted to the house at least 30 minutes before the performance, 45-60 minutes in inclement weather. ***Fire code prohibits waiting on the stairs.***

USE OF CONCESSION AREA:

1. The Certified House Manager and contact person shall supervise the cleaning of the area.
2. All food left overnight must be stored in the refrigerator or covered plastic containers.

USE OF DRESSING ROOMS AND GREEN ROOM:

1. The Contact person shall have control of the keys and supervise the cleaning.
2. The Green Room must be totally cleared of User's belongings after each use, unless by prior agreement with GDAC.
3. Costumes and make-up are restricted to dressing rooms.
4. Adults must supervise young people at all times; interference or lack of respect toward other businesses may result in loss of rental privileges.

I have read and agree that the entire organization and everyone working on the event will be informed of and abide by all GDAC policies and procedures.

(Signature of Contact person)

(Date)

(Organization)