



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER
ARIEL CHAMBER THEATRE RENTAL CONTRACT/AGREEMENT**

Renter Name _____ Rental Date: _____

PREMISES:

The Owner hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated on in this Agreement, at the following address *426 Second Avenue, Gallipolis, Ohio 45631*, and **Renter understands that rental may not be the only event in the building or theatre occurring at the same time.**

RENTAL TERM:

The term of this rental shall start and end at the Time(s) and Date(s) shown on Page 1 above. *Owner's Representative fees shall begin upon access to the rented space by the Renter or renter's representative.*

HOLD-DATE RENTAL DEPOSIT:

All Rentals require a minimum **Hold-Date Rental Deposit of \$250.00** at the time of executing this Contract. This Deposit shall be applied to total Rental Fees due as a percentage of each line-item as determined by the Owner. **The remainder of Rent will be due 14 business days prior to starting time of the rental.** In event Rental is canceled by the Renter, the Hold-Date Deposit shall be refunded as shown below.

Cancellation prior to 121 days – 100% refund.

Cancellation between 91 and 120 days – 50% refund.

Cancellation within 90 days of scheduled rental will forfeit Hold-Date Deposit.

SECURITY & CLEANING DEPOSIT:

Upon execution of this Rental Agreement the Renter shall deposit a separate check in the amount of \$250.00 to be deposited in Owner's general funds and held by the Owner as a Security Deposit for the performance by Renter of the terms of this Rental Agreement. In the event of damage to the venue caused by the Renter or Renter's agents or visitors, the Owner may use all or a portion of the Security Deposit funds to repair or make good all damages. The Security Deposit may also be used to pay Owner's Representative should Renter's event exceed allotted time as set forth in this Agreement. The Security Deposit may also be used to pay Owner's cleaning staff at a rate of \$20 per man-hour (minimum of \$40) should Renter fail to remove trash and/or clean at the end of Rental term. The Renter remains liable for all damages exceeding the amount of the Security Deposit. The Security Deposit shall be returned to the Renter within thirty (30) business days from end of rental via USPS Mail or Renter pickup. In event Rental is canceled by the Renter, the full amount of the Security Deposit shall be refunded to the Renter within thirty (30) business days from date of cancellation.

OWNER'S REPRESENTATIVE FEES:

An Owner's Representative must be present and available during all Rentals. The Renter shall pay the Owner \$20.00 per hour for Owner's Onsite Representative from the time access is gained by the Renter (or their representative) to the time when Owner has left the premises. Where event setup involves more than 20 performers, contractors, technicians, etc., Renter shall pay the Owner \$40.00 per hour for two On-Site Owner Representatives. *Please see page 6 for additional personnel options.*

FINAL SETTLEMENT OF RENT, DEPOSITS, AND FEES:

Within ten (10) business days after Rental and upon Owner's inspection of the premises, a final statement will be prepared for the Renter. The Renter will be responsible for any balances due the Owner, payable in 10 days. If Renter is due monies, a check will be sent to Renter, along with any unused Security Deposit within thirty (30) business days. *See page 7 for ticket settlement information, where applicable.*



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Renter Name _____ Rental Date: _____

USE OF PREMISES:

- A. The 3rd Floor Ariel Chamber Theatre, Board Room, and north office, and/or any additional spaces shall be used by the Renter exclusively.
- B. Renter shall comply with all the fire, health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities, with respect to the Owner.
- C. **Candles or open flames are not allowed.** There shall be no articles or things of a dangerous, flammable, or explosive character that might increase the danger of fire in or around the Venue.
- D. **Pathways to emergency exit doors must be free and clear at all times. Main hallway and stairs are to be free and clear of all tables, chairs, or other obstructions (no tables permitted in main theatre hallway).** *Please see page 4 for merchandise display and sales options. Doorways will not be blocked or operation and pathway hindered in any way. Failure to maintain a clear pathway will result in loss of security deposit.*
- E. **Owner's promotional materials, furniture or fixtures shall not be moved or removed or covered in any way.**
- F. **Children and minors who are a part of the production shall be supervised at all times.** Renter shall be responsible for all costs incurred for false elevator and/or fire alarms caused by unsupervised children playing in the elevator or pulling a fire alarm.
- G. **Walls, windows, and woodwork are not to come in contact with tape, glue, nails, screws, or staples. Paint is not allowed on the premises.**
- H. **Noise and Music shall not exceed acceptable levels (maximum 85 decibels) in the Chamber Theatre. The Owner's Representative has full and final say as to when volume level needs to be adjusted.** *Special note: The historic Ariel Chamber Theatre has superb acoustics, sound equipment shall be adjusted with this fact in mind.*
- I. **Stage Curtains shall not come in contact with touch (skin), tape, pins, or staples. Touching curtains is not allowed.** Access backstage area by going through doors behind alcoves, not through red main drapes. Always open curtains if access is needed to the stage.
- J. **Piano and piano bench are to be protected at all times and no drinks, food, or any object shall be placed upon them. The piano and piano bench are to be treated as the expensive instrument that it is — do not use as a table for display!** Only adults and children who have been trained to play the piano are permitted to do so and only upon Owner's express written consent on Rental Contract.
- K. **Renter will not bring alcohol onto Owner's property under any circumstance.**

CONDITION OF PREMISES:

Renter agrees that Renter has examined the premises at the time of Rental and they are in good order, good repair, safe, clean, and rental condition.

DANGEROUS MATERIALS:

Renter shall not have on or around the Owner's facility, anything that is dangerous, flammable, explosive or has explosive characteristics that might increase the danger of fire in or around the Room or Rooms, or that might be considered hazardous. **No candles or other open flame devices are permissible under any circumstances. No fog machines are permitted. Smoking is not permitted inside the building or on any fire escape landing, or on any rooftop.**

SURRENDER OF PREMISES:

At the expiration of the Rental Agreement, Renter shall quit and surrender the premises in as good state and condition as they were at the commencement of the Rental, reasonable use and wear expected.



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RENTAL AGREEMENT DETAILS

1. MARKETING:

Owner will market Renter's event as deemed appropriate by Owner. Marketing may be in the form of website(s) updates, publicity on the Owner's marquee, radio advertisements, and/or inclusion on calendars of events. Owner has sole decision on where and how the Event will be marketed with OWNER'S funds.

Renter will provide Owner with promotional materials such as digitized hi-resolution photographs, program information, posters (if available), and other materials for use in Owner's marketing endeavors. Owner will have approval rights for all promotional materials created and distributed by Renter in which the Owner's logo, venue or likeness is represented, prior to printing and distribution. Renter is encouraged to work with Owner to develop an effective marketing plan that will benefit both.

Renter agrees when promoting the Event to radio and television outlets to assure such outlet uses the proper pronunciation of our historic Ariel Theatre [pronounced "are-E-el" not air-E-el].

2. MERCHANDISING:

Renter may sell merchandise during event. Renter agrees to be responsible for any local and/or state sales tax liability and all licensing and royalties due on Renter's merchandise sold. Additionally, Renter will set up sales table where designated by Owner with no exception. Renter's staffing will adhere to all conditions as set forth in this Agreement. *A 10% donation of merchandise sales is typically made to Owner, though is not required.*

3. INDEPENDENT CONTRACTOR:

Renter is acting as an independent contractor and is not an employee of the Owner. Renter is responsible for all wages, payroll tax withholdings, workers' compensation coverage and unemployment compensation coverage for other employees or individuals who are part of Renter's group.

4. EVENT DETAILS:

The Ariel pride's itself on quality performances and events and consistent positive guest experiences while enjoying events at the theatre. The Owner recommends Renter follow these guidelines:

- a. **Sound check will be completed one (1) hour prior to scheduled start time. Sound shall not exceed 85 decibels**
- b. Doors open and seating begins one-half (1/2) hour prior to scheduled start time.
- c. Performances will be held to approximately two (2) hours with up to one (1) fifteen (15) minute intermission, or less than two (2) hours with no intermission. (This due to hired staffing and technicians as well as audience ability to accurately predict the length of events held at the Owner's venue.) Special events and circumstances may affect this timeframe, however for most concert performances this is the norm.

5. CHAMBER THEATRE TICKETING (General Admission Only) (When applicable.)

The Owner has exclusive ticketing services through *Etix* for all Box Office and online ticket sales. ***Renter may provide and coordinate pre-sale in-person or day-of-event general admission tickets only (personally printed and distributed ticketing for school or community plays, recitals, etc.), however all on-line general admission must coordinate with and use the Ariel Box Office ticket service (additional costs apply). Renter is strongly encouraged to use in-person and day-of sales for Chamber events.***

Renter will provide Owner with ten (10) comp tickets (free of charge) per rented event to be used as deemed necessary by the Owner for marketing and good-will purposes. It is the policy of the Owner to provide a comp ticket to members of the press.



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6. EVENT STAFFING:

The Ariel encourages the Renter to work with the Ariel Executive Director, to coordinate staging and personnel needs. To that end, the following is the guideline for General Admission and Non-Ticketed events.

- a. For events not held during regular business hours, Renter shall pay Owner for an On-Site Owner's Representative to be on-site throughout all rehearsals, setup, event and cleanup.
- b. When necessary, Renter shall pay Owner for all necessary Ushers and Ticket-taker as deemed necessary by Owner for ticketed and non-ticketed events. Ticket-takers shall be on duty up to one-half hour after performance start. Ushers shall be on duty throughout the event. *Renter may provide up to two (2) ushers from their staff with prior written agreement.* **Guidelines are as follows:**
 - 1) **Audience fewer than 50:** One (1) **Ticket-taker** and One (1) **Usher** are required.
 - 2) **Audience greater than 50:** One (1) **Ticket-taker** and Two (2) **Ushers** are required.
- c. Owner will provide concessions sales as deemed necessary by Owner. Owner permits only water in the Chamber Theatre.
- d. Renter is encouraged to discuss additional Event needs as they arise, giving Owner notice at least two (2) weeks prior to performance date so as to schedule additional personnel/equipment.

7. EQUIPMENT (Where required.):

The Ariel encourages the Renter to work with the Ariel Executive Director to coordinate staging and sound equipment needs. To that end, the following is a general guideline:

- a. Renter shall provide sound technician(s) and equipment when required or pay Owner for necessary personnel and equipment. Renter's hired sound technicians must coordinate with Ariel Executive Director prior to event to determine appropriate sound levels for the Venue. **Sound levels are never to exceed 85 decibels.**
- b. When required, Renter shall pay Owner for Stage Manager to coordinate setup and teardown oversight should Renter require additional equipment such as chairs, music stands, risers, etc. Owner's Stage Manager may act as the Owner's Representative during rehearsal, setup and teardown periods. Stage Manager will be on duty throughout event.
- c. Renter shall pay Owner for an On-Site Owner's representative to be on-site throughout all rehearsals, setup, event and cleanup when a stage manager is not utilized. Owner's Representative shall be on duty, regardless, from at least 1-hour prior to the time of door opening through teardown and cleanup.

CONTINUED ON NEXT PAGE



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER
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Renter Name _____ Rental Date: _____

ARIEL CHAMBER THEATRE RENTAL **\$350.00**

- Includes Chamber Theatre, Board Room and North Office for the duration of the rental period.
- Renter may have access to the Chamber Theatre for 4 hours. Additional hours will incur additional costs.
- Renter shall assure all subcontractors, participants, etc., have Owner's contact information and is aware of hours of rental and hours of operation. Access to the facility shall be only as set forth herein. Renter shall coordinate all access and shall accept all charges incurred should Renter's consultants and/or contractors require additional access.
- Audience seating: 135.

Optional Staging Items

- Risers (3 sections/3 levels) price per piece, 9 available Qty: _____ x 45.00 = \$ _____
- Music Stand, each..... Qty: _____ x 2.00 = \$ _____
- Chairs, red Wenger orchestra seat, each Qty: _____ x 12.00 = \$ _____
- Chairs, white resin padded, each Qty: _____ x 2.75 = \$ _____
- Grand Piano (on stage) Needed: _____ x 100.00 = \$ _____
- Piano Tuning, prior to performance..... Needed: _____ x 115.00 = \$ _____
- Podium..... Needed: _____ x 50.00 = \$ _____

Required and Optional Personnel

- On-site Owner's Rep (during non-business hours) #of hours: _____ x 20.00 = \$ _____
- Stage Manager* per hour #of hours: _____ x 35.00 = \$ _____
**Stage Manager may also act as Owner's Rep during rehearsal, setup & teardown. Costs will be adjusted upon final settlement.*
- Sound Technician** per hour (minimum \$150 per event)..... #of hours: _____ x 50.00 = \$ _____
***Additional sound equipment may be coordinated with Sound Tech and costs determined later. Adjustment made upon final settlement. All Renter provided Sound Techs must be approved by and coordinate with the Ariel Exec. Director*
- Stagehand, per hour #of hours: _____ x 20.00 = \$ _____
- Ticket-Taker, ½ hour before & after start time (one when required)..... _____ x 25.00 = \$ _____
- Ushers, ½ hour before thru end (1 or 2 when required)..... _____ x 35.00 = \$ _____
- Cleanup Crew, per hour (\$40 minimum) (when required) #of hours: _____ x 20.00 = \$ _____

TOTAL OF THIS PAGE + AUDITORIUM FEE (\$350.00) ENTER THIS TOTAL ON PAGE 8.. \$ _____

CONTINUE TO NEXT PAGE FOR EVENT PERSONNEL AND TICKETING OPTIONS



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Renter Name _____ Rental Date: _____

FORFEITURE OF SECURITY DEPOSIT – DEFAULT:

It is understood and agreed that Renter shall not attempt to apply or deduct any portion of any Security Deposit from any rent or use or apply any such Security Deposit at any time in lieu of payment of rent or other fees incurred. If Renter fails to comply, such Security Deposit shall be forfeited for, but not limited to, the following reasons: 1) failure to return premises to the condition they were when Rental Agreement was signed; 2) trash left in facility when event is over; 3) area(s) not cleaned; 4) leaving alcoholic beverages and/or empty alcoholic beverage containers unattended and/or overnight; 5) using TAPE, nails or tacks in or on walls or wood work; 6) blocking or covering up the hallways, walkways or doorways to any emergency exit which are to remain free and clear at all times, no exceptions; and/or 7) unsupervised guests causing false elevator and/or fire alarm runs.

GOVERNING LAW:

This document serves as the whole of the Rental Contract and supersedes any and all verbal agreements made in the past, now, or in the future. All changes to this Contract must be received in writing (and via email) with acknowledgement from both parties in order to be valid. Renter may email info@arieltheatre.org and include "Rental Contract" in the subject line. The Ariel will provide written acknowledgement only to the email address provided on this Contract. It is agreed that this Rental Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Ohio, County of Gallia.

PAYMENTS

TOTAL FROM RENTAL OPTIONS PAGE 6..... \$ _____

RENTAL SUBTOTAL = \$ _____

HOLD-DATE DEPOSIT \$250.00 (This is deducted from total due). [check # _____].. - \$ _____

ESTIMATED BALANCE DUE AT LEAST 14 DAYS PRIOR TO RENTAL DATE = \$ _____

SECURITY DEPOSIT \$250.00 [check # _____].....\$ _____

Renter shall distribute a copy of the following page (page8) as a part of this agreement to all performers, contractors, technicians, and/or other parties involved in this event.

IN WITNESS WHEREOF, the parties have caused this Rental Agreement to be executed the day and year first and above written.

Renter's Signature

Ariel Representative Signature

Print Name

(Page 8 Follows)



ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER
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Renter Name _____ Rental Date: _____

**FOR DISTRIBUTION TO ALL PERFORMERS, CONTRACTORS, TECHNICIANS, AND/OR
OTHERS INVOLVED WITH EVENT PRODUCTION.**

PREMISES:

The Owner hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated on in this Agreement, at the following address *426 Second Avenue, Gallipolis, Ohio 45631*, and **Renter understands that rental may not be the only event in the building or theatre occurring at the same time.**

USE OF PREMISES, ALTERATIONS AND FURNISHINGS:

1. The room or rooms shall be used by the Renter exclusively.
2. Renter shall comply with all the fire, health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities, with respect to the Owner.
3. **No candles or open flames and no fog machines are permitted on premises.**
4. **No wall hangings or decorations may be applied to walls, doors, or windows.** Free-standing screens may be brought in for decoration.
5. **No flammable materials are allowed on premises,** such as straw or hay bales, large quantities of grape vines or other such materials. Renter shall not have on or around the Owner's facility, anything that is dangerous, flammable, explosive or has explosive characteristics that might increase the danger of fire in or around the Room or Rooms, or that might be considered hazardous.
6. **Smoking is not permitted inside the building or on any fire escape landing, or on any rooftop.**
7. **Pathways to emergency exit doors must be free and clear at all times.** Main hallway and stairs are to be free and clear of all tables, chairs, or other obstructions. Doorways will not be blocked or operation and pathway hindered in any way. Access to Fire Escape doorway in 2nd Floor Ballroom shall be free and clear at all times. Access to Fire Escape doorway in 3rd Floor Board Room shall be free and clear at all times. Failure to maintain a clear pathways will result in loss of Security Deposit.
8. Renter shall be responsible for all costs incurred for false elevator and/or fire alarms caused by unsupervised children playing in the elevator or pulling a fire alarm. **Children must be supervised at all times.**
9. Renter shall make no alterations to the Room or Rooms or make any other changes without prior written consent of the Owner.
10. Owner's display cases shall not be covered during the term of the rental.
11. Owner's promotional materials must remain in place and displayed, uncovered and unobstructed, and displayed throughout event.
12. Owner's artwork is to remain in place on walls and/or on stands throughout the event.
13. Furniture is to remain in place unless prior **written** permission from Owner has been granted. Large serving table **may not** be moved under any circumstance.
14. Rented tables and chairs may be moved, but not taken down, for cleanup but shall be returned to original location at the end of Rental Term. Tables and chairs **may not** be stacked upon any furniture or tables.
15. If ironing is needed, **only one** (1) iron may be plugged in at a time. Ironing is NOT permitted on tabletops or floors. (An ironing board is available in the kitchen closet for use.)
16. The kitchen is for food service only, no cooking permitted. A maximum of three (3) crockpots or equivalent shall be plugged in at one time, all set to the lowest/warming setting.
17. A vacuum, broom and cleaning wipes are available for use in cleanup. Trash must be removed from building and cans replaced to original location.
18. Drapery on Chamber Theatre stage may not be touched, tied, or held back in any way; nor shall decoration or fixtures be applied, hung, or pinned to these curtains.
19. Light fixtures must remain as-is and uncovered.