



ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER 2ND FLOOR RENTAL

DINNERS, PARTIES, MEETINGS, AND REUNIONS (NO ALCOHOL SERVICE)
RENTAL CHOICES AND OPTIONS PAGE 3

RENTAL INFORMATION (PLEASE PRINT)

Banquet Hall Only Banquet Hall & Ballroom

_____, 20____
RENTAL TERM (DATE OF EVENT)

EVENT START TIME

TIME ACCESS NEEDED

EVENT END TIME

(ACTUAL END TIME)

RENTER'S NAME

COMPANY OR ORGANIZATION (IF APPLICABLE)

ADDRESS

TELEPHONE (WHERE MOST LIKELY TO BE CONTACTED)

CITY, STATE, ZIP CODE

EMAIL ADDRESS

ADDITIONAL CONTACT PERSON(S) (ARIEL WILL ONLY COORDINATE WITH RENTER OR PERSONS NAMED ON THIS LINE)

EVENT NAME: _____

ADDITIONAL COMMENTS: (presenter info, age limits, etc.) _____

THIS CONTRACT is made and effective this (month) _____ (date) _____ of 20____, by and between the **Ariel-Ann Carson Dater Performing Arts Centre**, hereinafter referred to as "OWNER" and the above named "RENTER".

- ALCOHOL is NOT permitted on the premises under any circumstance.**
- MAXIMUM OF 80 OCCUPANCY.** Estimated number of guests including host(s): _____.
- RENTER WILL** assure all consultants, representatives, participants, contractors and/or other involved parties to the event are made aware of the guidelines and rules set forth in this Contract.
- RENTER WILL** coordinate all access by Renter's consultants, representatives, participants, and/or contractors AND Renter will accept all charges incurred should any require additional access.
- Renter will confirm rental Start Time and End Time at least 14 days prior to rental. Rental Term includes event setup, event, event cleanup including removal of trash, sweeping, etc.**
- RENTER WILL** cleanup at end of event - OR - Renter requests Owner to cleanup (\$28/hr, min. \$56)
- RENTER SHALL** pay a minimum Rental Hold the Date Deposit in the amount of \$250.00 upon execution of this Contract which will be applied toward total Rental fees. The balance of Rental is due 14 days prior to rental. - See Page 5 for refund policy.
- RENTER SHALL** pay a Security Deposit in the amount of \$250.00 upon execution of this Contract.
- RENTER UNDERSTANDS** the Ariel is a public facility where other business functions and/or lessons may take place in other areas of venue during Rental period.

Office use only: <input type="checkbox"/> Banquet Hall Only <input type="checkbox"/> Banquet and Ballroom <input type="checkbox"/> Rep Names _____ <input type="checkbox"/> Estimate attached <input type="checkbox"/> Pre-rental invoice <input type="checkbox"/> Post-rental invoice Pre-rental Totals: chairs: _____ round tables: _____ rectangular tables: _____ Actual additional: rep hours _____ ; chairs _____ ; tables _____ ; cleanup @ \$28/hr _____



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER
4-HOUR 2ND FLOOR NO ALCOHOL**

Renter Name _____ Rental Date: _____

THIS CONTRACT constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. No modifications of this contract shall be effective unless reduced to writing hereon. The parties have incorporated herein their entire understanding. There are no representations, warranties, covenants, or undertakings other than those expressly set forth herein. No oral statements or prior written matter extrinsic to this contract shall have any force or effect. The Undersigned warrant that no promise or inducement has been offered except as herein set forth; that this contract is executed without reliance upon any statement or representation by the person or parties release, or their representatives concerning the nature and extent of the damages and/or legal liability therefore. In the event this contract shall become unlawful, unnecessary, impractical, undesirable or impossible for the Ariel-Ann Carson Dater Performing Arts Centre or The Ohio Valley Symphony to perform, provide or reschedule, then this contract shall become null and void. If any provision of this contract is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

INFORMATION FOR THE RENTER

1. Ariel is pronounced **“are-E-el”** not air-E-el. (Just like “architect” and “artist”!)
2. Directions to the historic Ariel Opera House can be found on the website at arieloperahouse.org.
3. The street address to the venue is as follows:
Ariel Opera House
426 Second Avenue, 2nd Floor
Gallipolis, Ohio 45631
4. Street parking is available in front of the building and around Gallipolis City Park.
5. The Ariel Opera House is ADA accessible.

RENTAL CONTRACT DETAILS

1. **The term of this rental shall start at the date(s) and times as indicated on Page 1. Rental will include 4-hour term on rental date and includes event setup, event, and event cleanup. Hours in addition to this term shall be billed at hourly rate as indicated on page 3.**
2. Rental time shall **begin upon access to the building on the day of the rental by the Renter or Renter’s agents and/or representatives**, such as party planners, caterers, DJs, etc.
3. Renters that sell merchandise 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’s staffing will adhere to all conditions as set forth in this contract.
4. Renter agrees that background or dance music will **not exceed 95 decibels**. The Owner’s representative will have final say if volume must be reduced.
5. An on-site Owner’s Representative will be on duty and is included in the 4-Hour base rental term. Renter shall pay Owner for any additional hours for the Representative to be on-site for the setup, event and cleanup.
6. Renter shall assure all party planners, caterers, etc., have Owner’s and Renter's contact information and is aware of hours of rental. 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, representative's, and/or contractors require additional access.

CONTINUE TO NEXT PAGE FOR RENTAL DETAILS AND AMENITIES



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER
4-HOUR 2ND FLOOR NO ALCOHOL**

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 Contract, 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 opera house occurring at the same time.

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.

Surrender of Premises

At the expiration of the Rental contract, 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.

Use of Premises

- A. The Auditorium, dressing rooms, 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 entry hallway).** 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 95 decibels) in the Auditorium. The Owner's Representative has full and final say as to when volume level needs to be adjusted. Special note: The historic Ariel Opera House has superb acoustics, as is typical of pre-amplified era opera houses. 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 provide alcoholic beverages to guests and/or performers.** Renter will be liable for any and all claims which may arise should Renter bring alcoholic beverages onto the premises. The Owner and/or its representatives will not be held liable for any claims arising from alcohol use for any reason.



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER
4-HOUR 2ND FLOOR NO ALCOHOL**

Renter Name _____ Rental Date: _____

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.**

Hold-the-Date Deposit

At the time of executing this Contract, a reservation of the date **Deposit in the amount of \$250.00** is required. This Deposit shall be applied to the Rental total invoice 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 20 and 24 weeks – 80% refund.

Cancellation between 16 and 23 weeks – 60% refund.

Cancellation between 12 and 15 weeks – 30% refund.

Cancellation within 11 weeks of scheduled rental will forfeit Hold-Date Deposit.

Security & Cleaning Deposit

Upon execution of this Rental Contract the Renter shall deposit a separate payment 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 contract. 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 these deposited funds to repair or make good all damages. The Security Deposit may also be used to pay Owner's Representatives should Renter's event exceed allotted time as set forth in this contract. The Security Deposit may also be used to pay Owner's cleaning staff at a rate of \$28 per man-hour (minimum of \$56) 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 remaining Security Deposit shall be returned to the Renter within thirty (30) business days from end of rental via USPS Mail. 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 and Fees

An Owner's Representative must be present and available during all Rentals. The Renter shall pay the Owner \$28.00 per hour for each Owner's Onsite Representative from the time access is gained by the Renter (or their representative) to the time when Renter has left the premises. Where event setup involves more than 20 performers, contractors, technicians, etc., Renter shall pay the Owner \$56.00 per hour for two On-Site Owner Representatives. *Please see page 4 for other personnel options and requirements.*

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 9 for ticket settlement information, where applicable.*

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 Contract



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER
4-HOUR 2ND FLOOR NO ALCOHOL**

Renter Name _____ Rental Date: _____

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.

Public Health Policies and Mandates

The Owner believes that the safety and health of our patrons, guests, and employees is our highest priority. The Owner intends to follow the most cautious guidance offered by federal, state, and local authorities regarding masking and other public health precautions.

The OWNER will assess and decide when to implement social distancing, mask, and vaccine requirements based on and in accordance with the Centers for Disease Control county risk assessment guidelines. (<https://www.cdc.gov/coronavirus/2019-ncov/your-health/covid-by-county.html>)

The Owner welcomes Renters and guest to wear masks at any event if they so choose.

Cancelation/Rescheduling

The performance of the Contract by either party shall be subject to force majeure, including but not limited to acts of God, governmental regulation or advisory, recognized health threats as determined by the Centers for Disease Control, or local government authority or health agencies, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, or situations where any of them make it illegal, impossible, inadvisable, or commercially impracticable to hold the Event or to fully perform the terms of the Contract.

Verification of Authority

All parties hereto represent that they have proper and full authority, approval and consent to execute, represent and enter into this complete and binding agreement. Each party acknowledges that he or she has authority to sign this document for the named business/entity, fully understands the terms hereof, and each acknowledges that he or she is signing this Contract freely and voluntarily. The parties acknowledge that he/she/they have had sufficient time to consider and conduct an independent review of this contract with a professional of his/her/their choosing. The Undersigned each attest that he or she is of legal age, legally competent to execute this Release and accept full responsibility herein. This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto. This contract may be issued in duplicates, and each duplicate may be executed separately by the parties hereto, and taken together shall constitute a complete, enforceable contract. The Parties expressly agree to fully and promptly execute and deliver any and all supplemental documents and to take all necessary and appropriate actions to give full effect to the terms and intent of this contract.

Waiver and Indemnification

The parties acknowledge that they have read the contract and understand the rights, responsibilities and liabilities related to this contract. Both parties agree that his/her/their agreement and participation hereto is a final release and discharge of all liability, debts, actions, claims and demands whatsoever, that now exist, or might hereafter accrue against the Ariel-Ann Carson Dater Performing Arts Centre or The Ohio Valley Symphony, personally or in any capacity, and all claims which anyone may have against such parties (which might be charged with responsibilities for damages to or from the participants agreement and participation hereto), real and personal property and/or the consequences flowing therefrom, resulting, or to result, or which might result from this contract and/or any other related issues which the participant may claim the Ariel-Ann Carson Dater Performing Arts Centre or The Ohio Valley Symphony legally liable in damages, debts, specific performance or any cause of action.



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER
4-HOUR 2ND FLOOR NO ALCOHOL**

Renter Name _____ Rental Date: _____

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@arielopera house.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, City of Gallipolis. If any term or provision of this contract shall be held illegal, unenforceable, or in conflict with any law governing this contract, the validity of the remaining portion shall not be affected thereby.

Rental Estimate

RENTAL ESTIMATED TOTAL (From page 3) = \$ _____

Amount Due Upon Signing

HOLD-THE-DATE DEPOSIT (\$400.00) [check # _____ credit card] ..- \$ _____

SECURITY DEPOSIT (\$400.00) [check # _____ credit card] \$ _____

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

As a part of this Contract, Renter shall distribute a copy of the following page (page 8) to all performers, contractors, technicians, and/or other parties involved in this event.

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

**ARIEL-ANN CARSON DATER
PERFORMING ARTS CENTRE**

RENTER

LORA LYNN SNOW, EXEC. DIRECTOR

SIGNATURE

DATE

DATE

Contact Information:
Lora Snow, Exec. Director
PO Box 424
Gallipolis, OH 45631
Cell: 740-645-2188
Email: lora@lorasnow.com

PRINT NAME

ADDRESS

PHONE NUMBER

EMAIL

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 Contract, 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 opera house 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 clear pathways will result in loss of Security Deposit.
8. Renter will 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 moved or covered during the term of the rental.
11. Owner's promotional materials must remain in place and displayed, uncovered and unobstructed 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. Rope barrier around sculpture in 2nd Floor Banquet Hall will not be moved under any circumstances.
15. 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.
16. 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.)
17. 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.
18. A vacuum, broom and cleaning wipes are available for use in cleanup. Trash must be removed from building while in the trash cans then replaced to original location. Do not carry trash bag through building.
19. Draperies in Auditorium and Chamber Opera house stage may not be touched, tied, or held back in any way; nor shall decoration or fixtures be applied, hung, or pinned to curtains.
20. Light fixtures must remain as-is and uncovered.