



# ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER AUDITORIUM RENTAL CONTRACT

*PERFORMANCES, MEETINGS, RECITALS*  
**AUDITORIUM & PERSONNEL OPTIONS PAGE 4; TICKETING OPTIONS PAGE 5**

## RENTAL INFORMATION (PLEASE PRINT)

\_\_\_\_\_, 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".

- 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 accept all charges incurred should any require additional access.
- RENTER WILL** not bring alcoholic beverages onto premises for consumption by members of the public, nor will Renter's consultants, representatives, participants, and/or contractors have alcoholic beverages in any public space in or on the property.
- RENTER WILL** cleanup at end of event - OR -  Renter requests Owner to cleanup (\$28/hr, min. \$56)
- RENTER SHALL** pay a minimum Rental Hold Date Deposit in the amount of \$400.00 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 7 for refund policy.
- RENTER SHALL** pay a Security Deposit in the amount of \$400.00 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"/> Reps _____	<input type="checkbox"/> Ushers _____	
<input type="checkbox"/> Sound Tech _____	<input type="checkbox"/> Light Tech _____	
<input type="checkbox"/> Estimate attached	<input type="checkbox"/> Pre-rental invoice complete	<input type="checkbox"/> Post-rental invoice complete
Post rental additional: _____ hours; _____ chairs; _____ tables; _____ cleanup @ \$56/hr		



## ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER AUDITORIUM RENTAL CONTRACT

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.

### **RENTAL CONTRACT 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 Opera House [pronounced "are-E-el" not air-E-el].**

#### **2. MERCHANDISING:**

Renter may sell merchandise during performances. 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 contract.

#### **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. PERFORMANCE DETAILS:**

The Ariel pride's itself on quality performances and consistent positive guest experiences while enjoying events at the opera house. The Renter agrees to follow these guidelines:

- a. **Sound check will be completed one (1) hour prior to scheduled start time. Sound shall not exceed 95 decibels.**
- b. Doors open and seating begins one-half (1/2) hour prior to scheduled start time.
- c. Performance will be held to approximately two (2) hours with up to one (1) fifteen (15) minute 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.



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER  
AUDITORIUM RENTAL CONTRACT**

Renter Name \_\_\_\_\_ Rental Date: \_\_\_\_\_

**5. TICKETING (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 and **all reserve-seat ticketing** must coordinate with and use the Ariel Box Office ticket service. Renter may pay Owner a per-ticket add-on fee for ticket sales or may choose to pass the add-on fee to the ticket buyer. *Please see page 5.*

**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.

**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 Reserved Seat and Non-Ticketed events. *Note: The balcony will be closed if anticipated audience is fewer than 200. This saves the need for additional ushers in the balcony.*

- a. Renter shall pay Owner for an On-Site Owner's Representative to be on-site throughout all rehearsals, setup, event and cleanup.
- b. Renter shall pay Owner for all necessary Ushers and Ticket-taker(s) 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 until 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 200 [balcony closed]:** One (1) **Ticket-taker** and Four (4) **Ushers** are required.
  - 2) **Audience more than 200:** Two (2) **Ticket-takers** and a minimum of Seven (7) **Ushers** are required. *The Owner may require additional ushers as deemed necessary by ticket sales.*
- c. Owner will provide concessions sales as deemed necessary by Owner. Owner permits only water and diet-beverages in the Auditorium.
- 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:**

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 95 decibels.**
- b. 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.



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER  
AUDITORIUM RENTAL CONTRACT**

Renter Name \_\_\_\_\_ Rental Date: \_\_\_\_\_

**AUDITORIUM RENTAL** .....\$750.00

- Includes Auditorium and Dressing Rooms for the duration of the rental period.
- Basic stage lighting and house lighting provided during event.
- Renter may have access to the stage the day before the rental for setup of equipment and/or rehearsal, if required. On-site Owner's Representative and/or Stage Manager fees will apply.
- 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: Main floor 296 seats plus 6 wheelchair spaces; Balcony 158. Anticipated audience under 200, balcony will be closed.

**Optional Staging Items** (these items are subject to sales tax)

- Risers (3 sections/3 levels) price per piece, 9 available..... Qty: \_\_\_\_\_ x 50.00 = \$ \_\_\_\_\_
- Music Stand, each ..... Qty: \_\_\_\_\_ x 3.00 = \$ \_\_\_\_\_
- Chairs, red Wenger orchestra seat, each..... Qty: \_\_\_\_\_ x 14.00 = \$ \_\_\_\_\_
- Chairs, white resin padded, each..... Qty: \_\_\_\_\_ x 3.50 = \$ \_\_\_\_\_
- Steinway Grand Piano..... 1 x 110.00 = \$ \_\_\_\_\_
- Piano Tuning, prior to performance ..... Times Needed: \_\_\_\_\_ x 125.00 = \$ \_\_\_\_\_
- Podium ..... 1 x 50.00 = \$ \_\_\_\_\_

**Required and Optional Personnel** (these items are subject to sales tax)

- On-site Owner's Rep\* per hour including rehearsal & event ...#of hours: \_\_\_\_\_ x 28.00 = \$ \_\_\_\_\_
- Stage Manager\* per hour.....#of hours: \_\_\_\_\_ x 40.00 = \$ \_\_\_\_\_  
\*Stage Manager may also act as Owner's Rep during rehearsal, setup & teardown. Costs will be adjusted upon final settlement.
- Stagehand, per hour .....#of hours: \_\_\_\_\_ x 28.00 = \$ \_\_\_\_\_
- Sound Technician\*\* per hour (minimum \$165 per event) .....#of hours: \_\_\_\_\_ x 55.00 = \$ \_\_\_\_\_  
\*\*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
- Lighting Technician per hour for special lighting & spotlight ..#of hours: \_\_\_\_\_ x 28.00 = \$ \_\_\_\_\_
- Ticket-Takers, audience <200=1 or >200=2 for ticketed events..... 1 or 2: \_\_\_\_\_ x 26.00 = \$ \_\_\_\_\_
- Ushers, per hour, 3, 5 or 7 on duty thru event.....# \_\_\_\_\_ x #of hours: \_\_\_\_\_ x 26.00 = \$ \_\_\_\_\_
- Cleanup Crew, per hour (\$56 minimum).....#of hours: \_\_\_\_\_ x 28.00 = \$ \_\_\_\_\_

**SUBTOTAL OF SERVICES** ..... Enter this amount on Page 10 \$ \_\_\_\_\_  
(Plus applicable sales tax)



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

**BOX OFFICE OPERATIONS** ..... *If applicable, enter this amount on Page 10* **\$120.00**

- All Box Office operations include ticket setup, online ticket setup and sales, Box Office phone and walk-in sales during normal operating hours.
- Includes website arieloperahouse.org events listing and link to Etix purchase from home page.
- Phone orders are will-call only. Online ticket orders are will-call or print-at-home only.
- Box Office operates 1-hour prior to and until 1-hour after event start.
- Box Office and Online Sales accepts Visa, MasterCard, American Express, and Discover.
- **Renter has choice of ticket-buyer add-on fee or Renter paid add-on fee. All Renter paid fees shall be deducted at final settlement.**
- **Add-on ticket fees are not intended to garner income for the Owner, but rather are the actual fees charged to the Ariel by the ticketing agent and/or actual fees charged by the credit card merchant services for accepting credit cards. Though these fees may seem excessive, they are the actual costs of offering online convenience and credit card acceptance to our guests. Renter is encouraged to discuss ticket pricing and add-on fees with Owner so as to optimize appeal to intended audience.**

**RESERVED-SEAT TICKET DETAILS - FOR TICKETED EVENTS**

**Reserved-Seat Ticket Base Price(s)** *Please Choose One and Enter Price(s):*

- Age-based:** Adult: \$\_\_\_\_\_ Senior: \$\_\_\_\_\_ Student: \$\_\_\_\_\_
- Seat-based:** Main Floor Base Price: \$\_\_\_\_\_ VIP Seats\*: \$\_\_\_\_\_ Balcony Base Price: \$\_\_\_\_\_

\* VIP Seating is Sections 1 & 3 rows D-F; Section 2 rows A-F; Sections 4 & 6 row BB; Section 5 rows AA-BB

**Ticket Add-on Fee Schedule Selection** *Please Choose:*  Buyer Paid\*\*  Renter Paid

\*\*If buyer paid, fee will be rolled into ticket price indicated above, increasing the overall ticket price publicized.

**Base Ticket Price Add-on Fees Schedule**

\$5 - \$12: \$2.75 | \$13 - \$18: \$3.85 | \$19 - \$24: \$4.95 | \$25 and over: \$4.95 + 8% of ticket price

**Ticket Details**

- Tickets may contain seven (7) lines of text, maximum 25 characters (including spaces) each line.
- All tickets must contain 1 line with Date and Time of performance; 2 lines with the verbiage “at the Historic Ariel Opera House” or 1 line of “Ariel Opera House”; and 4-5 lines of the Renter’s choosing. (Presented by xxx, Event Name, Performer, Sponsored by xxx, etc.)

**Please print ticket verbiage clearly. Date format example Sat. Oct 27, 2022 at 8pm**


**Ticket Sales Settlement:**

Owner shall provide Renter with Ticket Sales Report on or about 3 days prior to Rental (via email). Owner will create a Rental Statement for Balance Due to Owner from this Report and Credit Memo showing Balance Credited to Owner. Final ticket settlement shall be within 20 business days of Rental end.



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER  
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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).** *Please see page 2 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 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 AUDITORIUM RENTAL CONTRACT

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 \$400.00** 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.

Cancelation prior to 121 days – 100% refund.

Cancelation between 91 and 120 days – 50% refund.

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

### **Security & Cleaning Deposit**

Upon execution of this Rental Contract the Renter shall deposit a separate payment in the amount of **\$400.00** 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 cancelation.

### **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 10 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 AUDITORIUM RENTAL CONTRACT

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 audiences, performers, 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 patrons and performers to wear masks at any performance 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  
AUDITORIUM RENTAL CONTRACT**

Renter Name \_\_\_\_\_ Rental Date: \_\_\_\_\_

This page 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 2<sup>nd</sup> 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 trashes 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.



**ARIEL-ANN CARSON DATER PERFORMING ARTS CENTER  
AUDITORIUM RENTAL CONTRACT**

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@arieltheatre.org and include "Rental Contract" and Performance Date 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**

<b>AUDITORIUM RENTAL</b> (\$750.00) .....	\$ _____
<b>SUBTOTAL OF SERVICES</b> (from Page 4) .....	+ \$ _____
<b>BOX OFFICE OPERATIONS</b> (if applicable, \$120.00 per event).....	+ \$ _____
<b>RENTAL ESTIMATED TOTAL</b> .....	= \$ _____ *

\* Plus applicable Sales Tax

**Amount Due Upon Signing**

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

**SECURITY DEPOSIT** (\$400.00) ..... [check # \_\_\_\_\_ credit card] ..... \$ \_\_\_\_\_

**Rental Balance minus Hold-the-Date Deposit must be paid at least 14 days prior to Rental Date.**

As a part of this Contract, Renter shall distribute a copy of the preceding page (page 9) 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