



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

PERFORMANCES, MEETINGS, RECITALS

**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's Information (PLEASE PRINT)

Renter's Name \_\_\_\_\_

Company/Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone (where most likely to be reached) \_\_\_\_\_

Email Address \_\_\_\_\_

Alternative Contact Name (for CC:) \_\_\_\_\_

Alternative Contact's Telephone \_\_\_\_\_

Alternative Contact's Email Address \_\_\_\_\_

**The Ariel will only coordinate with Renter  
and/or person named here.**

## Event Information

\_\_\_\_\_, 20 \_\_\_\_  
Rental Term (Event Date)

Time **Access** Needed \_\_\_\_\_

Event **START** Time \_\_\_\_\_

See Page 2 for details.

Event **END** Time \_\_\_\_\_

Name of Event \_\_\_\_\_

Performer Name(s) \_\_\_\_\_

Additional Comments (presenter, age limits, etc.):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Please ☒ check box indicating Renter has read and agrees:

- ☐ **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 they 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 (\$30/hr, min. \$60).
- ☐ **Renter will** pay a minimum Rental Hold Date Deposit in the amount of \$500.00 upon execution of this Contract which will be applied toward total Rental fees. Balance due shall be deducted from ticket settlement amount. For free events, the balance of Rental is due 30 days prior to rental.
- ☐ **Renter will** pay a Security Deposit in the amount of \$500.00 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.



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

Renter Name \_\_\_\_\_ Event Date \_\_\_\_\_

## Auditorium Rental Includes:

- Dressing Rooms
- Basic stage and house lighting
- Audience seating: Main floor seats 296 plus 6 ADA spaces; Balcony 158 seats.
- When anticipated audience is under 200, the balcony will be closed.

## Staging Equipment & Personnel

- Select optional equipment & personnel on next page.
- All Renter Sound Technicians must be approved by and coordinate with the Ariel Exec. Director at least 4 weeks prior to performance date.

**Please see "Performance Details" on page 5 for more information about setup, sound check, and performance starting time(s).**

## ☐ BOTH MATINEE & EVENING EVENTS Floor & Balcony Seating

**Renter access to venue from 9:30am-11:00pm**

**Concert times 2:00pm & 7:30pm**

**Box Office Open 1:00pm-8:00pm**

Auditorium ..... \$1,000.00

Box Office & Ticket Operations ... \$250.00 +tax

House Staff for event, 2 shows.. \$2,525.00 +tax\*

*Staff includes:*

- Stage Manager on duty 9:30am-11pm
- Box Office personnel
- up to 2 Ticket Takers
- up to 6 Ushers 12:45-10pm (minus break)\*

Additional Auditorium hours ..... \$100.00 /hour

Stage Manager Additional hours. \$50.00 /hr +tax

House Staff Additional hours ea.. \$30.00 /hr +tax

**Estimated Rental Subtotal..... \$3,775.00 +tax**

## ☐ ONLY EVENING PERFORMANCE Floor & Balcony Seating

**Renter access to venue from 3:00pm-11:00pm**

**Concert start time 7:30pm (end at 9:45pm)**

**Box Office Open 6:30pm — Doors Open 7:00pm**

Auditorium..... \$750.00

Box Office & Ticket Operations. \$125.00 +tax

House Staff for event, 1 show .. \$1360.00 +tax\*

*Staff includes:*

- Stage Manager on duty 3pm-11pm
- Box Office personnel
- up to 2 Ticket Takers
- up to 6 Ushers 6:15pm-10:00pm\*

Additional Auditorium hours..... \$75.00 /hour

Stage Manager Additional hours \$50.00 /hr +tax

House Staff Additional hours ea.. \$30.00 /hr +tax

**Estimated Rental Subtotal ..... \$2,235.00 +tax**

## ☐ ONLY MATINEE PERFORMANCE Floor & Balcony Seating

**Renter access to venue from 9:30am-5:30pm**

**Concert start time 2:00pm (end at 4:15pm)**

**Box Office Open 1:00pm — Doors Open 1:30pm**

Auditorium ..... \$750.00

Box Office & Ticket Operations. \$125.00 +tax

House Staff for event, 1 show... \$1360.00 +tax\*

*Staff includes:*

- Stage Manager on duty 9:30am-5:30pm
- Box Office personnel
- up to 2 Ticket Takers
- up to 6 Ushers 12:45pm-4:30pm\*

Additional Auditorium hours ..... \$75.00 /hour

Stage Manager Additional hours. \$50.00 /hr +tax

House Staff Additional hours ea.. \$30.00 /hr +tax

**Estimated Rental Subtotal..... \$2,235.00 +tax**

**\* Note: If Balcony is not open, 2 fewer Ushers will be needed and depending upon ticket sales, just one ticket taker may be required. Final settlement will reflect actual staff and hours utilized and may be a lower final cost than this estimate.**



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

Renter Name \_\_\_\_\_ Event Date \_\_\_\_\_

**Renter will provide Owner with Performance Rider upon execution of this Contract that details equipment needs and stage setup. Changes to the Rider and/or stage setup must be received by the Owner at least 30 days before the performance to avoid extra stage manager fees.**

## ☐ OPTIONAL EQUIPMENT

- ☐ 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 200.00 = \$ \_\_\_\_\_
- ☐ Piano Tuning, prior to performance.....Times Needed: \_\_\_\_\_ x 175.00 = \$ \_\_\_\_\_
- ☐ Podium ..... 1 x 50.00 = \$ \_\_\_\_\_

**Optional Equipment Subtotal ..... \$ \_\_\_\_\_ +tax**

## ☐ OPTIONAL ADDITIONAL PERSONNEL

- ☐ On-site Ariel Representative for day-before setup if required .....Hrs: \_\_\_\_\_ x 30.00 = \$ \_\_\_\_\_
- ☐ Stagehand.....Hrs: \_\_\_\_\_ x 30.00 = \$ \_\_\_\_\_
- ☐ Spotlight Operator (include rehearsal and concert hours) .....Hrs: \_\_\_\_\_ x 40.00 = \$ \_\_\_\_\_
- ☐ Cleanup Crew (minimum 2 hours, \$60).....Hrs: \_\_\_\_\_ x 30.00 = \$ \_\_\_\_\_

**Optional Personnel Subtotal ..... \$ \_\_\_\_\_ +tax**

## **BOX OFFICE OPERATIONS**

- Box Office operations include ticket setup for online and walk-in sales.
- Performances are included as featured listings on the Ariel's website [arieloperahouse.org](http://arieloperahouse.org), and includes a direct link to purchase tickets through Etix.
- The Ariel provides will-call, mobile, and print-at-home ticket options and accepts all major credit cards.
- The Box Office operates 1-hour prior, through and 1-hour after doors opening.
- Renter has a choice of ticket-buyer paid fees or Renter paid fees. Fees will be deducted from 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 fees charged by the credit card merchant services for accepting credit cards. Renter is encouraged to discuss ticket pricing and add-on fees with Owner so as to optimize appeal to intended audience.
- All paid ticketed performances are reserved seating only. Free performances may be general admission.



Renter Name \_\_\_\_\_ Event Date \_\_\_\_\_

## RENTAL CONTRACT DETAILS

### 1. MARKETING

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

Renter will provide Owner with promotional materials such as hi-resolution digital photos, program information, posters, and other materials for use in Owner's marketing endeavors.

Owner will have approval rights for all promotional materials created and distributed by Renter on which the Owner's logo, venue or likeness is represented, prior to printing and distribution. Renter is encouraged develop an effective marketing plan that will increase sales.

**Renter agrees when promoting the Event to radio and television outlets to assure such outlet use 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. RENTERS EMPLOYEES AND SUBCONTRACTORS

Renter's employees and subcontractors are contracted by Renter and are not employees of the Owner. Renter is responsible for all wages, payroll tax withholdings, workers' compensation coverage and unemployment compensation coverage for their employees and for payment to subcontractors 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:

- Renter will give Owner the Renter's Sound technicians contact information a minimum of 4 weeks prior to the rental period.
- Sound check will be completed one (1) hour prior to scheduled start time. See "Unique Acoustic Conditions" on page 7.**
- Doors open and seating begins one-half (1/2) hour prior to scheduled start time.
- Performance will be held to approximately two (2) hours with up to one (1) fifteen (15) minute intermission. (This due to 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. TICKETING

The Owner has exclusive ticketing services through *Etix* for ticket sales. 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. Free general admission event rentals may in-person distribute a maximum 463 entry tickets.

**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.**



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

Renter Name \_\_\_\_\_ Event Date \_\_\_\_\_

## 6. EVENT STAFFING:

The Ariel encourages the Renter to work with the Ariel Executive Director to coordinate staging and personnel needs. Minimum staffing requirements are indicated on Page 2 of this document.

To minimize staff needs, the balcony will be closed if anticipated audience is fewer than 200.

When sales increase above 200, the balcony will open for seat sales.

- Renter shall pay Owner for an Ariel Representative to be on-site throughout all rehearsals, setup, event and cleanup. This role may also be filled by the Ariel Stage Manager.
- Renter shall pay Owner for all necessary Ushers and Ticket-taker(s) as deemed necessary by Owner for ticketed and non-ticketed events. Ushers will be on duty one-half hour before doors open and shall remain until all patrons have left the building.
- Food and beverages are not permitted. Owner permits only bottled water in the Auditorium.
- Renter is encouraged to discuss additional Event needs as they arise and shall give Owner at least four (4) weeks prior notice for staff scheduling purposes.

## 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:

- Renter shall provide or contract with a qualified and Owner-approved sound technician(s).
- Renter's hired sound technicians must coordinate with Ariel Executive Director at least four (4) weeks prior to event to determine appropriate sound levels for the historic Ariel's particular acoustics. **See "Unique Acoustic Requirements" on page 7.**
- Renter shall pay Owner for Stage Manager to coordinate setup and teardown, and oversight should Renter require last minute additional equipment such as chairs, music stands, 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.
- 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.
- Renter will provide Owner with Performance Rider upon execution of this Contract that details equipment needs and stage setup. **Changes to the Rider and/or stage setup must be received by the Owner at least 30 days before the performance to avoid an extra stage manager fees.**

## PREMISES

The Owner hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated 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.



Renter Name \_\_\_\_\_ Event Date \_\_\_\_\_

### SURRENDER OF PREMISES

At the expiration of the rental, 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.

### THE ARIEL'S UNIQUE ACOUSTIC CONDITIONS

The historic Ariel Opera House was built in 1895, a period before amplification. As such the Ariel's hall carries sound unlike what one experiences in a more modern venue. The acoustics are crystal clear, even in the last row of the balcony where a patron can hear a performer on stage speaking clearly without a microphone.

As such, there is never a reason or a performance that requires *excessive* amplification to be used.

**Renter's sound technician will defer to Owner's personnel regarding acceptable levels during the soundcheck and performance. In addition, peaks shall not exceed 95 decibels.**

### 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, open flames, flash pots, or fog machines 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.
- 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 in the Auditorium. The Ariel Personnel have full and final say as to when volume level needs to be adjusted. See "Unique Acoustic Conditions" above.**
- 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 \_\_\_\_\_ Event 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 flash pots are permitted. No fog machines are permitted. Smoking is not permitted inside the building or outside the doors or on any fire escape landing, or on any rooftop.**

### **HOLD-DATE-DATE DEPOSIT**

At the time of executing this Contract, a reservation of the date **Deposit in the amount of \$500.00** 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 91 and 120 days: 50% refund.

Cancellation 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 **\$500.00** to be deposited in Owner's general funds and held by the Owner as a Security Deposit for the performance by Renter under 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 Staff 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 \$30 per work-hour (minimum of \$60) 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 \$30.00 per hour for each Ariel'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 \$60.00 per hour for two On-Site Owner Representatives.

### **FINAL SETTLEMENT OF RENT, DEPOSITS, AND FEES**

A final statement shall be prepared for the Renter and upon Owner's inspection of premises within ten (10) business days for non-ticketed events, and within thirty (30) business days for ticketed events. 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.

### **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 was signed; 2) trash left in facility when event is over; 3) area(s) not





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

Renter Name \_\_\_\_\_ Event Date \_\_\_\_\_

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 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. The Owner welcomes patrons and performers to wear masks at any performance if they so choose.

### **CANCELTION/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 \_\_\_\_\_ Event Date \_\_\_\_\_

**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](mailto: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

**ONLY MATINEE or ONLY EVENING** ..... (\$2,235.00) \$ \_\_\_\_\_  
**BOTH MATINEE & EVENING EVENTS** ..... (\$3,775.00) \$ \_\_\_\_\_  
**Optional Equipment Subtotal** ..... (from page 3) \$ \_\_\_\_\_  
**Optional Personnel Subtotal** ..... (from page 3) \$ \_\_\_\_\_  
**TOTAL** (not including sales tax) ..... \$ \_\_\_\_\_  
*Sales tax will be added upon final settlement.*

## AMOUNT DUE UPON SIGNING

**HOLD-THE-DATE DEPOSIT** ..... **\$500.00** Date Paid \_\_\_\_\_ ☐ check # \_\_\_\_\_ ☐ credit card  
**SECURITY DEPOSIT** ..... **\$500.00** Date Paid \_\_\_\_\_ ☐ 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 following (page 11) 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](mailto:lora@lorasnow.com)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL



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

Renter Name \_\_\_\_\_ Event 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

- A. The room or rooms 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. **No candles, open flames, flash pots, fog machines, or 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 Stage or Rooms, or that might be considered hazardous.
- D. **Smoking is not permitted inside the building or outside doors.**
- E. **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. Failure to maintain clear pathways will result in loss of Security Deposit.
- F. **Children must be supervised at all times.** 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.
- G. Owner's promotional materials must remain in place and displayed, uncovered and unobstructed throughout event.
- H. 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.
- I. Draperies in Auditorium and Chamber Theatre stages may not be touched, tied, or held back in any way; nor shall decoration or fixtures be applied, hung, or pinned to curtains.

### THE ARIEL'S UNIQUE ACOUSTIC CONDITIONS

The historic Ariel Opera House was built in 1895, a period before amplification. As such the Ariel's hall carries sound unlike what one experiences in a more modern venue. The acoustics are crystal clear, even in the last row of the balcony where a patron can hear a performer on stage speaking clearly without a microphone.

As such, there is never a reason or a performance that requires *excessive* amplification to be used.

**Renter's sound technician will defer to Owner's personnel regarding acceptable levels during the soundcheck and performance. In addition, peaks shall not exceed 95 decibels**

### TECHNICAL, SOUND, STAGE, AND LIGHTING (SEE ABOVE ACOUSTIC CONDITIONS)

- A. **Sound Tech will coordinate with the Owner to determine appropriate sound levels.**
- B. **Sound check will be completed one (1) hour prior to scheduled start time.**
- C. Doors open and seating begins one-half (1/2) hour prior to scheduled start time.
- D. Performance will be held to approximately two (2) hours with up to one (1) fifteen (15) minute intermission.