



Private Event Rental Agreement

This Rental Agreement dated the (day) ____ of (month) _____, 20____, by and between the Mineral Point Opera House (“Opera House”) and the Renter named below.

Renter Information — *Please print*

Event name: _____

Date of event start: _____

Start and end time of Event: _____ to _____ Initial Access time: _____ Vacate time: _____

Name of Renter: _____

Company or organization (if applicable): _____

Street address: _____

City, State, ZIP Code: _____

Phone: _____ Email: _____

Additional contact person(s) — *We will ONLY coordinate with renter or person(s) named here*

Additional comments — *Type of event, etc.*



CONDITIONS OF RENTAL

1. Premises

The Opera House hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated in this Agreement, at the following address 139 High St, Mineral Point, WI 53565.

2. Rental Term

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

3. Hold-Date Rental Deposit

All Rentals require a **Hold-Date Rental Deposit of 25%** of the total at the time of executing this Contract. This **Deposit shall be applied to total Rental Fees due** as determined by the Opera House. **The remainder of Rent will be due 14 business days prior to starting time of the rental.** If event Rental is canceled by the Renter, the Hold-Date Deposit shall be refunded as shown below.

4. Cancellation

This agreement may be cancelled by Renter with a 50% refund if notice is received by the Opera House more than 90 days in advance of the rental period. Cancellation by Renter within 90 days of the rental period will result in forfeiture of the rental charge; unless, in the sole discretion of the Opera House there exist extreme circumstances beyond the control of the Renter.

5. Owner's Representative Fees

An Opera House Representative must be present and available during all Rentals. The Renter shall pay the Opera House \$15.00 per hour for an Onsite Representative from the time access is gained by the Renter (or their representative) to the time when Renter has left the premises. Please see page 4 for additional personnel options.

6. Final Settlement of Rent, Deposits, and Fees

Within ten (10) business days after Rental and upon Opera House's inspection of the premises, a final statement will be prepared for the Renter. The Renter will be responsible for any balances due the Opera House, payable in 10 days. If Renter is due monies, a check will be sent to Renter.

7. Use of Premises

- a. The facility shall be used by the Renter exclusively.
- b. 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.
- c. Renter will coordinate all access by Renter's consultants, representatives, participants, and/or contractors.
- d. Smoking is prohibited inside the building or on any fire escape landing.
- e. No candles or open flames are permitted on premises.
- f. Renter shall comply with all the fire, health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities, with respect to the Opera House.
- g. Pathways to emergency exit doors must be free and clear at all times. Main aisles 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.
- h. Opera House's promotional materials, furniture or fixtures shall not be moved, removed, or covered in any way.
- i. Renter shall be responsible for all costs incurred for false fire alarms.
- j. Walls, windows, and woodwork are not to come in contact with tape, glue, nails, screws, or staples. Paint is not allowed on the premises.
- k. Noise and Music shall not exceed acceptable levels. The Opera House's Representative has full and final say as to when volume level needs to be adjusted. *Special note: The MPOH has superb acoustics, as is typical of pre-amplified era opera houses. Sound equipment shall be adjusted with this in mind.*
- l. 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 Opera House's express written consent on Rental Contract.
- m. The consumption of alcoholic beverages not served by and from the MPOH concession is not allowed. The theater retains and reserves the right not to serve and to remove any person from the theater in violation of this policy or who appears, at the discretion of the theater, to be intoxicated.



Private Rental Agreement

8. 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. Custodial services prior to, during, and after event is the responsibility of the Opera House. This includes trash removal, restroom maintenance, and the cleaning of the main floor, balcony, and green room. If it is determined that cleanup after the event is excessive, the Opera House reserves the right to charge for additional cleaning hours.

9. 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.

10. Occupancy

The Theater can seat 386 people. Main floor: 188; Balcony: 184; Box seats 8; Handicap seating: 6

11. Independent Contractor

Renter is acting as an independent contractor and is not an employee of the Opera House. 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.

12. Event Staffing

The Opera House encourages the Renter to work with the Representative, to arrange staging and personnel needs. **Note: The balcony will be closed if anticipated attendance is fewer than 150. This saves the need for additional cleaning and staffing.**

- a. Renter shall pay Opera House for an On-Site Representative to be on-site throughout all setup, event and cleanup.
- b. Renter is encouraged to discuss additional Event needs as they arise, giving Representative notice at least two (2) weeks prior to performance date so as to schedule additional personnel/equipment.

13. Equipment

The Opera House encourages the Renter to work with the Representative to arrange 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 Opera House for necessary personnel and equipment. Renter's hired sound technicians must coordinate with the Representative prior to the event to determine appropriate sound levels for the Opera House. Sound levels are never to exceed 95 decibels.

14. Green Room and Orchestra Pit

- a. The Green Room below the stage is available for an additional fee. Includes 2 restrooms, 2 dressing rooms, lighted makeup counter with mirrors, coat rack, shelving, chairs, and work counter.
- b. The Orchestra pit with access from the main floor or green room has capacity for up to 8 musicians. Music stands and chairs are available.

15. Concessions

- a. Concessions can be made available for the event. This can include purchase of candy, non-alcoholic and alcoholic beverages. Inquire with Opera House about current product costs. If popcorn is requested, a minimum amount made is required, see page 4. Depending on size of event and concession needs, additional staff may be required.
- b. Concession sales are handled by the Opera House and retains 100% of sales. Renter is not allowed in concessions area.



Private Rental Agreement

Basic Theater Rental includes:

- Stage, Main Floor, and Lobby and restrooms for the duration of the rental period.
- Basic stage lighting and house lighting.
- Renter may have access to the stage the day before the rental, if available, for setup of equipment if required. On-site Opera House Representative, fees shall apply.

Monday-Thursday

Daytime before 3pm(#___ x \$100) _____
 Evening after 4pm(#___ x \$150) _____
 All Day(#___ x \$300) _____

Friday, Saturday or Sunday

Daytime before 3pm(#___ x \$500) _____
 Evening after 4pm(#___ x \$500) _____
 All Day(#___ x \$750) _____

Optional Items (one time fee)

- Green Room(\$25) _____
- Orchestra Pit(\$25) _____
- Steinway Baby Grand Piano(\$25) _____
- Piano Tuning, prior to performance(\$100) _____
- Video screen/projector/sound (\$25) _____
- Speaking microphone/sound(\$25) _____
- Film licensing fee(Varies) _____

Concessions

- Popcorn (\$20 for 6 bags)(#___ x \$20) _____
- Non-Alc. beverages and Candy available for purchase(no extra charge or pre-pay) _____
- Alcoholic beverages for purchase(no extra charge or pre-pay) _____

Required* and Optional Personnel

- *On-site Opera House Rep per hour # of hours ___ x \$15 = _____
- Sound Technician and Equipment\$150 = _____
- Sound Board only (Renter provides Sound Tech and other equipment) \$25 = _____
- Lighting Technician for special lighting & spotlight\$150 = _____
- *Cleaning fee per day # of days ___ x \$50 = _____

Total (Basic Theater rental + Optional Items + Personnel Fees): \$ _____

This estimated total is provided as a courtesy and is not binding as the final invoice amount.

Payments

Total from rental options above + \$ _____
 Local non-profit discount - \$ _____

TOTAL ESTIMATED AMOUNT OF RENTAL = \$ _____

Amount due at time of agreement = 25% of total estimated rental \$ _____

Estimated balance due at least 14 days prior to rental date = 75% of total estimated rental \$ _____

Renter shall distribute a copy of the last page of this agreement (page 6) to all performers, contractors, technicians, and/or other parties involved in this event.



Private Rental Agreement

RELEASE AND WAIVER OF LIABILITY

Renter and Renter’s attendees hereby release, waive and discharge the Opera House and its directors, employees and volunteers, and the City of Mineral Point, from any and all liability, loss or damage of any nature relating to or arising from this rental agreement. Further, Renter and Renter’s attendees agree to indemnify and hold harmless the Opera House, its directors, employees and volunteers from any and all liability, loss or damage of any nature relating to or arising from this rental agreement.

Entire Agreement and Governing Law

This document constitutes the entire agreement of the parties, and may not be amended except by a writing signed by the parties hereto. Communication between the parties to this agreement may be accomplished by email. The laws of the State of Wisconsin shall govern this agreement.

In witness whereof, the parties have caused this Rental Agreement to be executed on the date first above written.

Renter _____

Opera House, by _____



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

Premises

The Opera House hereby rents to the Renter and Renter accepts in its present condition the facilities and/or equipment, as indicated in this Agreement, at the following address 139 High St, Mineral Point, WI 53565.

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 Opera House.
3. No candles or open flames are permitted on premises.
4. No wall hangings or decorations may be applied to walls, doors, or windows.
5. No helium-filled balloons.
6. During residence for rehearsals, the balcony may be used by director(s) only.
7. During residence for rehearsals, food and drink is not allowed in seats. Please use the area in front of the orchestra pit.
8. The consumption of alcoholic beverages not served by and from the MPOH concession is not allowed.
9. Smoking is not permitted inside the building or on any fire escape landing.
10. 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 doorways in the balcony shall be free and clear at all times.
11. Renter shall be responsible for all costs incurred for false fire alarms.
12. Children must be supervised at all times.
13. Renter shall make no alterations to the Room or Rooms or make any other changes without prior written consent of the Opera House.
14. Opera House's display cases shall not be covered during the term of the rental.
15. Opera House's promotional materials must remain in place and displayed, uncovered and unobstructed, and displayed throughout the event.
16. Opera House's artwork is to remain in place on walls and/or on stands throughout the event.
17. Decorations nor fixtures shall be applied, hung, or pinned to stage curtains.
18. Light fixtures must remain as-is and uncovered.
19. Materials may be loaded onto stage through large double doors at rear of stage or through side stage door. No load in to stage through front doors with the exception of orchestra pit instruments. Any materials that remain in the lobby may be loaded in through front doors.
20. Piano and piano bench are to be protected at all times and no drinks, food, or any object shall be placed upon them.
21. Renter is required to remove all property from the premises immediately following the event unless arrangements have been made with the Opera House for removal at another time. No exceptions. Property not collected within 10 days will be disposed of as necessary.