

Booking Date (s):

1. _____ Time _____
2. _____ Time _____

Pre-function Date:

1. _____ Time _____

Board of Selectmen – Revised 4/18/2016

Security Deposit:	\$250.00	Date Paid: _____
Rental Fee:	\$300.00/day	Date Paid: _____
Pre/Post Function Fee:	\$100.00/day	Date Paid: _____
Custodial Fee:	\$300.00	Date Paid: _____



RENTAL CONTRACT
NEWPORT OPERA HOUSE
20 Main Street, Newport, NH 03773

Between _____
(Name, Address and Telephone # of Group or Organization)

hereinafter referred to as the RENTER and the Town of Newport, hereinafter referred to as OWNER (603) 863-1877. RENTER agrees to rent the Newport Opera House Facility, located at 20 Main Street, Newport, NH in accordance with all rules and regulations as stated in the provided **Rental Information Packet**, considered to be a part of this contract, on the dates and times listed for the purposes as specified:

Name and Address of Responsible Party: _____

Home Phone: _____ Work Phone: _____

Type of Function: _____ No. of Persons Expected: _____

Hours Needed (Include Set-Up Time): _____

Chairs Required: # _____ 300 chairs are available for Main Floor; 230 Balcony seats

Banquet Tables: # _____ 30 banquet tables, each seating 8-10 are available

Café Tables: # _____ 32 square café tables available, each seating 4 people

Decorating is the responsibility of the RENTER; setting up and taking down chairs and tables is the responsibility of the Town. **House capacity by law is 250 sit-down dinner, 250 dance floor, and 530 people for an assembly.**

OTHER REQUIREMENTS

- ☐ Stage ☐ Dressing Rooms ☐ Microphone ☐ Special Lighting
☐ Elevator (Handicap Access is from both front and rear of building)

Renter must return this signed contract with the Security Deposit of \$250.00 BEFORE date can be held.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS CONTRACT AND THE RENTAL INFORMATION PACKET. I UNDERSTAND THAT FAILURE TO COMPLY WITH ANY OF THE TERMS OF THE CONTRACT WILL RESULT IN FORFEITURE OF THE PRIVILEGE OF USING THE OPERA HOUSE, AS WELL AS FORFEITING FEES PAID.

Renter Date

Town of Newport Date



**NEWPORT OPERA HOUSE/TOWN HALL
20 MAIN STREET
NEWPORT, NH 03773**

Rental Information Packet

I. MANDATORY NOTIFICATION & SIGNATURE SIGN-OFF LIST

Note: The contract for use of the Opera House is not valid until all required signatures have been collected.

1. TOWN OF NEWPORT: Mandatory notification, security deposit and rental contract

- A. Rental of Hall: Joanne Dufour, Executive Assistant (603) 863-1877
Provides: reservation of hall, hall fees, regulations and building information

Deadline: availability may vary as much as a year in advance

- B. Hall Set-Up: Cemeteries, Buildings & Grounds: Mandatory notification – one (1) month prior to event
Contact Person: Cemeteries, Buildings & Grounds Manager (603) 863-3650 (office); (603) 477-4905 (cell)
Provides: set up of chairs & tables, availability of basic house lights w/dimmer and basic sound system w/microphones. Draw your set up plan on the town Hall diagram page (attached) and return it with your signed contract and rental fees.

Deadline: minimum fifteen (15) days prior to event

2. POLICE REQUIREMENTS: Mandatory notification; one (1) month prior to event

- A. Police Coverage: Chief of Police (603) 863-3232
Provides: determination of the need for police coverage based on type of function and the number of people in attendance

Deadline: minimum ten (10) days prior to event

All Renters are required to contact the Newport Police Department and receive clearance from the Chief as to whether police coverage is required. A minimum of one (1) police officer shall be required when deemed necessary by the Chief of Police. Additional coverage may be required if the Chief determines that it is necessary to insure the protection of persons and property. All police coverage shall be arranged by the Renter and paid to the Newport Police Department by the Renter.

3. **FIRE DEPARTMENT REQUIREMENTS:** Notification required if event will have 350 or more persons in attendance.

A. Fire Coverage: Contact Person: Fire Chief (603) 863-1416

Provides: Notification is necessary for functions with over 350 in attendance

Deadline: minimum ten (10) days prior to event

For any event with over 350 people in attendance, a fireman, if deemed necessary, shall be required. All Fire Department coverage shall be arranged by the renter and paid to the Town of Newport/Fire Department by the Renter at least ten (10) days prior to the event.

II. **FEE SCHEDULE**

1. **SECURITY DEPOSIT:** A refundable security deposit of Two Hundred Fifty (\$250.00) dollars is required with the signed contract to reserve the Opera House, which is non-refundable if cancelled less than seven (7) days before the event and may be applied to any damage incurred during the use of the building and/or fines for violations of the contract for the event. Checks to be made payable to "Town of Newport".
2. **RENTAL/CUSTODIAL FEES:** All rental fees are due the Town of Newport on or before the 10th day before a scheduled event.
Rental Fee is for a 4 (four) hour event plus two hours of set-up time prior to event and two hours of clean-up time following the event.
3. **ADDITIONAL FEES:**
 - A. Pre-Function Reservation Fee: \$100.00
This fee is paid to reserve the hall for set-up and decorating prior to event when schedule allows.
4. **SPECIAL SERVICES FEES:** All special services fees, i.e., Police, Fire, and NOHA are due and payable according to the terms negotiated by each of the providers of the services.

III. **EXEMPTIONS:**

1. The Town of Newport and the Newport School District only, may be charged a service fee and/or security deposit to be determined by the Town Manager.

IV. **OTHER TERMS & CONDITIONS:**

1. The following organizations in the order listed have preferred use of the Opera House:
 - (1) Town of Newport
 - (2) Newport School Department
 - (3) Newport organizations and citizens
 - (4) Non-town organizations and individuals

Emergency government or school needs may "bump" other activities at the discretion of the Town Manager, in which case the only obligation of the Town is to refund rental fees paid. The

Town is not responsible for any other expenses that may have been incurred, including but not limited to the contracted services of bands, caterers, etc.

2. Use of the facility is in the order in which written applications are received and security deposit paid, as long as such use does not interfere with government or school activities.
3. The use and placement of all chairs, tables, staging, equipment, etc., shall take place under the supervision of the Town Cemeteries, Buildings, & Grounds Department or with prior consent of the same. There shall be care taken not to scratch the floor or damage other woodwork, walls, fixtures, curtains and equipment.
4. An inspection will be made before and after each event. The Renter and the club or group renting the Opera House shall be responsible for any damages which exceed the amount of the security deposit.
5. Names should be listed on privately-owned props, furniture or equipment when brought into the Opera House and shall be removed from the hall immediately following the event. Such property will become the property of the Town of Newport and may be disposed of after thirty (30) days.
6. Permission for groups composed of minors under 18 to use the Opera House will be granted only to adults who accept responsibility for supervising them throughout their activity providing chaperons at a ratio of one (1) chaperon to each ten (10) minors. School functions are not exempt.
7. Bring Your Own Booze (BYOB) functions are prohibited.
8. Open bar functions (free alcohol) are prohibited.
9. The Newport Opera House Association is in charge of the sale of any alcohol. A full bar is available as well as snacks and non-alcoholic beverages. The attached form must be filled out and a deposit must be made to the "Newport Opera House Association".
10. **SMOKING (INCLUDING E-CIGARETTES) IS NOT ALLOWED** in the Opera House building. Failure to comply may result in the termination of this contract and the event.
11. Decorations will be allowed only with the consent of the Town Cemeteries, Buildings, & Grounds Department. All materials used for decorations and the placement or hanging of decorations must be approved by the town Cemeteries, Buildings, & Grounds Department. Generally, all decorations must be flameproof; fire extinguishers shall not be covered by decorations or any obstruction placed so as to inhibit their use in case of emergency. Approved Gaffer's tape for woodwork, walls and floors will be provided by the Town. Use of wire is permitted, however, renters will NOT USE scotch, masking or duct tape, screws or nails. Use of these items will result in a fine not less than \$50 (fifty dollars) and the inability to rent the hall in the future. Decoration s shall be removed after use within such time as designated by the Town Cemeteries, Buildings & Grounds Department (603) 863-8022.
12. The burning of candles or any open flame is not permissible (except food tray warmers).

13. The placing of any obstacles such as chairs, tables, benches, etc., so that they cause or may cause an obstruction to fire exit doors, is prohibited.
14. No animals will be permitted in the building except animals that are part of a show or are a service animal.
15. For purposes of access, a Town employee will be present at and prior to the event to allow access to the facility.
16. The Town of Newport will not be responsible for damage or theft of personal items belonging to the renter or attendees of the Renter's function.
17. Daytime events cannot conflict with scheduled court procedures. **It is the responsibility of the RENTER to determine if their proposed event may conflict with Superior Court hearings by contacting the Clerk of Superior Court at (603) 863-3450.**
18. Failure to comply with any and all of the agreements may result in the termination of this contract and of the event at the discretion of management with possible fines and without the refund of fees associated with the rental of the facility.

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Newport Police Department & Fire Department Town Property Rental – Fire & Police Notification

This form shall be completed by all person(s) reserving the Town Owned Property for any event. This form shall be signed and acknowledged by the Newport Chief of Police and the Newport Fire Chief, prior to the rental agreement becoming valid, and keys given to the renter(s). The renter shall notify the Newport Police Chief and the Fire Chief as soon as possible of the event, but no later than ten (10) days from the event.

Current Date: _____ Date of Event: _____

Time (when guests arrive): From: _____ To: _____

Name of Person(s) Responsible for Event:

Company or Business: _____

Address: _____

Mailing Address: _____

Telephone #: Business: _____ Home: _____

Type of event: _____

Explain in Detail: _____

Entertainment: _____

Live Band: No _____ Yes _____ Who?: _____

D.J.: No _____ Yes _____ Who?: _____

Other: _____

Alcoholic Beverages: No _____ Yes _____

Pre-ticket Sales: No _____ Yes _____

Cost of Tickets: _____

Available From: _____

Estimated # of Guests:	0-50	51-100	101-150	151-200	201+	
Average Age of Guests: (circle all that apply)	1-12	13-17	18-20	21-35	36-50	50+

The Renter (person on this form) shall notify the Chief of Police or his designee as soon as it is known, if the attendance is expected to exceed the number originally estimated.

The Renter understands that services provided by the Newport Police Department shall be paid in full no later than ten (10) days after the event. In accordance with NH RSA's and Town Ordinances, the Chief of Police may assign any number of officers that he/she feels necessary to the event. **A deposit in the amount of \$150.00 shall be paid to the Newport Police Department prior to the event.**

Alcohol shall not be consumed by anyone under the age of 21 years and violators shall be prosecuted to include any adult who knowingly allows a person under the age of 21 to consume or possess alcoholic beverages.

Smoking is not allowed within the building, or on any Town property. Violators shall be prosecuted and repeated violations of NH RSA, Town Ordinances or policies may result in the event being stopped.

The Newport Police and Fire/or Cemeteries, Buildings & Grounds employees on duty, have the right to stop the event at any time.

Signed: _____
Renter

Date: _____

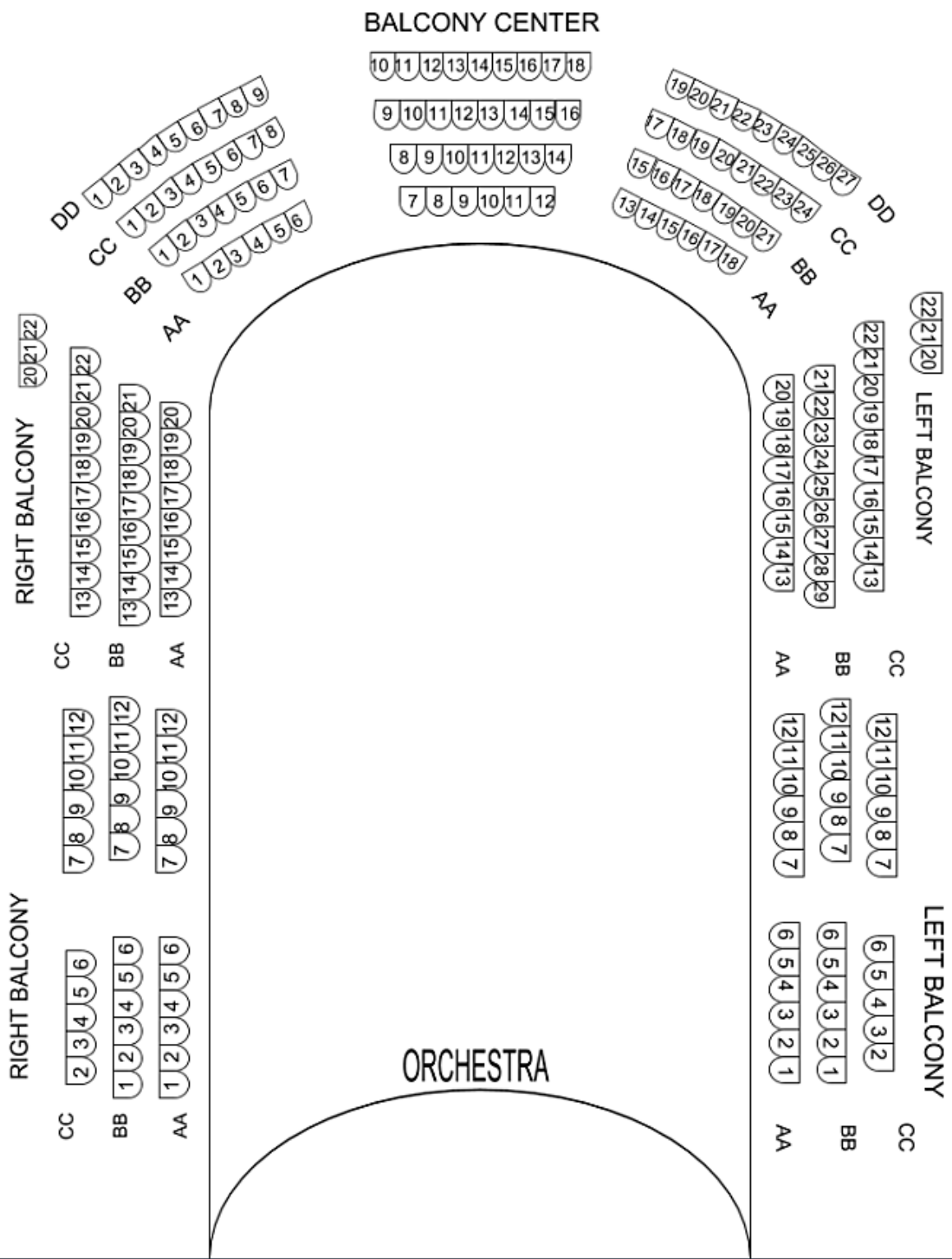
Signed: _____
Chief of Police

Date: _____

Signed: _____
Fire Chief

Date: _____

NEWPORT OPERA HOUSE BALCONY SEATING



Newport Opera House Association Bar Services Information & Contract

The Newport Opera House Association (NOHA) is the holder of the NH State Liquor License for the bar in the Newport Opera House facility and is the sole proprietor/operator. Every event that takes place in the Opera House that requires bar services must use only the services of the NOHA.

- Alcohol from any other source is not permitted in any area of the Opera House at any time.
- No alcohol is permitted to leave the Newport Opera House premises at any time for any reason.
- No one under the age of 21 will be served alcoholic beverages.
- All patrons must present a valid photo ID upon request by our bartenders. We have the right to, and will, refuse service to any patron who cannot produce proper ID.
- We will not serve any person who looks or acts intoxicated.

The fees outlined in this document are separate from those imposed by the Town of Newport for rental of the facility and are to be paid directly to the NOHA:

- **A deposit of \$500.00 for bar service is due upon submission of this signed contract and is required before bar services will be confirmed. \$250 of the deposit is refundable if canceled within 10 calendar days of the event with written notice to the NOHA. Checks are to be made out to NOHA and mailed to PO Box 351, Newport, NH 03773.**
- For events lasting more than 4 hours, an additional fee of \$100.00/hour will be applied and is due upon submission of this signed contract and is required before bar services are confirmed.
- Special requests regarding types of alcohol and/or bar services will be determined on a case-by-case basis by the NOHA and any additional charges will be established at that time.
- The cost per drink is at the discretion of the NOHA and all proceeds from drink sales will belong solely to the NOHA.

I, the undersigned, have read and understand the conditions stated in this contract and agree to abide by them.

Signature of Event Coordinator

Date

Print Name

Organization Name

Mailing Address

Daytime Phone Number

Email Address

Name of Event

Date of Event

Start and End Times of Event

Newport Opera House Association Equipment Rental/Operation Information & Contract

The Newport Opera House Association (NOHA) is the sole owner of all theatrical and musical equipment within the Newport Opera House. The equipment and the services of trained NOHA personnel are available for hire to individuals and organizations that rent the Newport Opera House facility.

The fees outlined in this document are separate from those imposed by the Town of Newport regarding rental of the facility. They are to be paid directly to the NOHA. Fees include equipment and labor and are per day of use. **Payment for equipment and their operation is due upon submission of this signed contract and is required before equipment services will be confirmed. Checks are to be made out to NOHA and mailed to PO Box 351, Newport, NH 03773.**

- **Stage Lights: \$350.00** - General wash of stage. (Additional fees will be applied for a more complicated lighting design.)
- **Sound System: \$250.00** - One microphone and speakers. (Additional fees will be applied for a more complicated sound system design.)
- **Fly Loft: \$350.00**
- **Piano(s): \$50.00 per instrument**

I, the undersigned, have read and understand the conditions stated in this contract and agree to abide by them.

Signature of Event Coordinator

Date

Print Name

Organization Name

Mailing Address

Daytime Phone Number

Email Address

Name of Event

Date of Event

Start and End Times of Event