

Booking Date (s):

1. \_\_\_\_\_ Time \_\_\_\_\_

2. \_\_\_\_\_ Time \_\_\_\_\_

Pre-function Date:

1. \_\_\_\_\_ Time \_\_\_\_\_

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: Ken Dennis, Cemeteries, Buildings & Grounds Manager, (603) 863-8022

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: Ken Dennis (603) 863-8022 (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 James Burroughs (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: Chief Wayne Conroy (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 10<sup>th</sup> 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. Decorations 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.

\* \* \* \* \*

# Newport Police Department & Fire Department Opera House Rental – Request for An Officer

This form shall be completed by all person(s) reserving the Opera House for any event. This form shall be signed and acknowledged by the Newport Chief of Police, prior to the rental agreement becoming valid, and keys given to the renter(s). The renter shall notify the Newport Police 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 Association

To Whom It May Concern:

On behalf of the Board of Directors of the Newport Opera House Association, I want to welcome you to the historic Newport Opera House and share with you some of our history that you may not know.

When the Newport Opera House Association was formed in 1974, it was with the express purpose of “restoring and maintaining the historic facility as a center for art and culture in our community”. Many of you were involved in the initial restoration project and have enjoyed seeing your efforts appreciated by countless thousands of citizens throughout the years. As we continue to use the building for a wide variety of activities, we must also be aware of the maintenance required to protect the investment made to the town on behalf of the NOHA.

What you may not know is that while the town owns the building, it does not own any of the stage or lighting equipment in the Hall. All of the lighting, curtains, piano and electric keyboard, drops and stage props were funded completely by the NOHA. While it is their sole property, they are willing to share this with various community groups, as long as they respect and protect the valuable materials involved.

Individuals or groups who rent the Hall must follow the guidelines presented by the Opera House Association for use of its equipment for their events. In some cases, deposits are required and operating fees must be paid to individuals to run lighting and flies. In all cases, specific requirements must be addressed with the Executive Director of the organization, Amy Bailey, and the Town Cemeteries, Buildings, & Grounds Manager. While they are both willing to cooperate, it is impossible to coordinate efforts without specific requirements and detailed organization.





Newport Opera House Association

FUNCTION/EVENT PROCEDURE  
REGARDING RENTAL OF THE NEWPORT OPERA HOUSE

The Newport Opera House Association (N.O.H.A.) is the holder of the NH State Liquor License for the bar in the Newport Opera House and is the sole operator. Function/event coordinators that wish to have a bar during an event are required to use N.O.H.A. services. Alcohol from any other source is not permitted in the Opera House at any time.

A non-refundable deposit of \$250.00 is required at the time of rental of the hall and is payable by check made out to N.O.H.A. and mailed to P.O. Box 351, Newport, NH 03773. An additional charge of \$25.00 per hour (minimum of two hours) is billable following the function/event and payment in full will be due no later than ten (10) days after the function/event. The number of service personnel needed for each function/event will be determined by the N.O.H.A. Special requests regarding alcohol or bar services will be determined on a case by case basis by the N.O.H.A. and any additional charges will be established at that time. Cost per drink will be established by the N.O.H.A. and all proceeds from the bar belong solely to the N.O.H.A. The balance of the bar bill is required to be paid in full to the Bar Manager at the end of the evening. No alcohol is permitted to leave the Newport Opera House premises at any time for any reason.

All functions/events that are not directly organized and run by the N.O.H.A. for the benefit of the N.O.H.A. must state on all advertising, correspondence and any other printed, audio or electronic media as follows:

*\*This event is the responsibility of (name of group/organization) and is not a Newport Opera House Association event.\**

A contact name for every function/event is required on all advertising along with a phone number, mailing address and/or email address.

The N.O.H.A. is not responsible for any type of promotion/marketing/advertising, information distribution, ticket printing/sales/distribution, hall rental, seating/table arrangements, linens, decorations, booking of entertainment or any other activity necessary to produce a function/event at the Newport Opera House other than those run by the N.O.H.A. The N.O.H.A. box office is not available for use for any reason to any other group or organization.

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

\_\_\_\_\_  
Signature of Event Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Daytime Phone Number

\_\_\_\_\_  
Date & Name of Event

NOHA Office Use Only: Bartender contacted \_\_\_\_\_  
Date

## NEWPORT OPERA HOUSE ASSOCIATION SERVICES

The Newport Opera House Association is a non-profit organization, separate from the Town of Newport. The Association owns both the liquor license for the Bar and the theatrical equipment within the Opera House. The Newport Opera House Association is pleased to offer the following equipment and services for rental for your event:

- |                                  |   |
|----------------------------------|---|
| * Bar Services                   | * Follow Spot (s)   |
| * Stage lighting                 | * Hanging an approved backdrop from our Fly Loft                |
| * Piano                          | * Headsets for communication between light/sound/backstage area |
| * Production Management Services | * Personnel to run sound and/or lighting                        |
| * Ticketing Services             |   |

Theatrical equipment is owned solely by the Newport Opera House Association. In order to cover our maintenance and insurance costs, we charge a rental fee for use of this equipment. We also charge fees to ensure we have qualified personnel on hand to run this equipment both before and during your event. These fees are commensurate with what other venues around the state charge. Please note: This equipment can ONLY be used by NOHA personnel.

NOHA holds the Liquor License at the Opera House and **NO OUTSIDE ALCOHOL** may be brought into the Opera House. If you are planning on having alcohol at your event, you **MUST** use our bar. Contact us for more information.

Please see the fee schedule on the next page to get an idea of what your fees might be. After speaking with you, we will send a formal estimate. We will work with you to ensure your event is exactly what you envision at the most affordable price possible.

**PLEASE NOTE: THIS FORM MUST BE SUBMITTED AT THE TIME OF YOUR RENTAL, AND A MINIMUM OF 30 DAYS BEFORE YOUR EVENT. CHANGES TO YOUR EVENT CANNOT BE GUARANTEED UNLESS THEY REQUESTED A MINIMUM OF 7 DAYS BEFORE YOUR EVENT.** When we receive your initial request, a NOHA representative will contact you to determine your exact needs and give a formal estimate of costs. Waiving fees is at the discretion of the NOHA Board.

Organization: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Contact Phone(s): \_\_\_\_\_ Contact Email: \_\_\_\_\_

Event Description: \_\_\_\_\_

Date and Time of event: \_\_\_\_\_

We are interested in the following equipment/services (Circle all that apply):

- |                             |                                  |
|-----------------------------|----------------------------------|
| * Bar                       | * Sound Services                 |
| * Piano                     | * Backdrop/Fly services          |
| * Stage Lights/Follow Spots | * Production Management Services |
| * Intercoms                 | * Ticketing Services             |

A DEPOSIT WILL BE REQUIRED ONCE WE GIVE YOU AN ESTIMATE. THE CONTACT FOR NOHA SERVICES IS AMY BAILEY, EXECUTIVE DIRECTOR. CONTACT US AT:

Phone: 603-863-2412

Email: [info@newportoperahouse.com](mailto:info@newportoperahouse.com)

Mail: PO Box 351, Newport, NH 03773

## NEWPORT OPERA HOUSE ASSOCIATION FEE SCHEDULE

### BAR SERVICES

NOHA operates a full, cash bar. We charge at \$250 deposit for bar services. This covers set up, clean up, and four hours of one bartender, plus fees and insurance. Additional hours or bartenders are available at a rate of \$25 per hour. It is at NOHA's sole discretion to decide on the number of bartenders necessary for your event. Please note, pursuant to State Law, ONLY NOHA can provide alcohol at your event. Anyone bringing in outside alcohol is subject to expulsion from the event, and your event may be stopped if necessary. NOHA retains all bar proceeds.

### EQUIPMENT RENTAL

Fees for equipment are **PER DAY of use**. These fees cover upkeep costs.

Equipment fees do NOT include labor/hours for NOHA personnel.

NOHA Personnel (or NOHA designee) are required to be present when equipment is in use.

Piano: \$50

Stage Lights: \$250 (This rate is for a simple wash over the stage. More complicated set-ups will require additional fees.)

Fly Loft: \$100

Ticketing Services: 10% of gross ticket sales

Headsets: \$50

Follow Spot: \$50

### LABOR FEES:

NOHA charges a per hour fee (\$25) for personnel to perform services before and during your event.

This charge helps defray our insurance and training expenses, and ensures that a qualified operator(s) will be available for your event.

We charge a minimum of \$100 for labor for use of our lights (in addition to the rental fee.) This covers turning the stage lights on at the beginning of your event and turning them off at the end of the event, and troubleshooting any problems during the event ONLY. It does NOT include lighting changes during the event or any pre-event services (such as refocusing lights, or pre-programming the light board for light changes during your event.)

**Additional services (below) are charged at \$25 per hour, per employee. (For instance, if you need someone operating the light board and someone operating the follow spot, you will be charged per hour for each operator.)**

\*Rehanging/refocusing lighting instruments

\*Pre-programming the light board for light changes during your event

\*Operating the light board during your event

\*Hanging a backdrop or other approved item from the fly loft

\*Flying items in and out during your event

\*Pre-programming music or sound effect list.

\* Operating the sound board

# NEWPORT OPERA HOUSE BALCONY SEATING

