



Application & Theatre Use Policy

Thank you for your interest in renting the Cultural Center at the Opera House.
Please return your completed application to ExecutiveDirector@HdGArtsCollective.org or mail to:

Cultural Center at the Opera House
121 N. Union Avenue
Havre de Grace, MD 21078

Theatre Use Application Form

Date of application: _____

Name of Organization: _____

Street Address: _____

City/Town: _____ State: _____ Zip Code: _____

Contact Person: _____

Telephone No.: _____ Cell No.: _____

Email Address: _____

Website: _____

Position in Organization or affiliation: _____

Purpose of the Organization: _____

Requested Dates of Theatre usage: _____

Type of event:
Please describe:

Start Time and End Time of Event: _____

Expected size of audience (201-seat limit): _____

Performance Experience:

Previous performance venues: _____

YouTube links: _____

Press: _____

Portion of Opera House Required: Main Theatre ____ **Studio Theatre** ____

Performance Enhancements? (pyrotechnics, haze, smoke, fog?) _____

Will there be an intermission? Yes ____ **No** ____

Will you sell merchandise (goods or services)? Yes ____ **No** ____ **If yes, please list:**

Is Photo/Video allowed? Yes ____ **No** ____

Would you like to use theatre's caterer for food and/or refreshments? Yes ____ **No** ____

Special Notes:

SCHEDULE OF FEES AND CHARGES FOR USE OF THE CULTURAL CENTER AT THE OPERA HOUSE THEATRE

1. Main Stage Theatrical rentals:

-Rehearsal Week- \$250.00

-Performance Day Rental

a. \$500.00

OR

b. Split of ticket sales with a minimum of \$250 up to a maximum of \$625

2. Studio Theatre rentals:

-Daily- \$50

3. Technician: \$18.00 per hour. 4-hour minimum (unless vetted by the Theatre)

4. Refundable security deposit: \$500.00

5. Custodial services following the event:

- \$100.00 per one-time event

- \$200 per weekend

Deposit/Payment

A \$500.00 security deposit must be submitted with every application and will be refunded five (5) business days after usage of the Cultural Center at the Opera House (Theatre) provided no damage occurred as a result of using the Theatre. The deposit will be returned immediately if the Theatre denies the application.

A 50% deposit of the rental fee also must be submitted with the Application and Theatre Use Policy Form. Not more than seven (7) days following the approved usage date, the remaining balance (50%) must be paid to the Theatre (certified check, money order or cash accepted). Balances not paid within the seven (7) day window following the event will result in forfeiture of the deposit.

If the Client selects a 50/50 split, payment is due five (5) business days after the event (calculated from box office receipts). The deposit will be returned immediately if the application is not accepted. If the application is approved, the Theatre will deposit the funds, which are non-refundable except in cases of emergency closings which would result in having to cancel the requested date.

Cancellation Policy

Cancellation fees may be applied in the event a contracted event is canceled. If a Client cancels their event within 91 days of the event date, a cancellation fee will be paid according to the following sliding scale:

0 – 30 days of the event	100% of estimated costs of services (See p. 4)
31 – 60 days of the event	75% of estimated costs of services
61 – 90 days of the event	50% of estimated costs of services

*****To Be Completed by Theater Manager*****

Preferred Payment Option:

- \$500 Performance Day Rental
- Split of Ticket Sales with a minimum of \$250 up to a maximum of \$625

Costs of Services:

- Rehearsal Week- \$250
- Performances:
Number of Days ____ x \$500 = \$ _____
OR
Estimated Attendance per performance ____ x Number of Performances ____ x 1/2 = _____
- Studio Theatre: # of Weeks ____ x \$50 = \$ _____
- Audio-visual technician: Hours ____ x \$18.00 = \$ _____
- Custodial Fee: \$ _____

Total Fee: \$ _____

Payment Schedule:

- \$500 security deposit Date Rec'd: _____ Check/Credit Card: _____

Check No. _____
Make checks payable to: Havre de Grace Arts Collective
Credit Card Payments (Circle One): Visa, MC, Amex, Discover
Name on card:
Number on card:
Expiration Date: ____/____/____ CVV Code: _____

- 50% deposit: \$ _____ Date Rec'd: _____ Check/Credit Card: _____

Check No. _____
Make checks payable to: Havre de Grace Arts Collective
Credit Card Payments (Circle One): Visa, MC, Amex, Discover
Name on card:
Number on card:
Expiration Date: ____/____/____ CVV Code: _____

Balance due 7 days prior to event: _____ Date Rec'd: _____ Check/Credit Card: _____

Check No. _____

Make checks payable to: Havre de Grace Arts Collective

Credit Card Payments (Circle One): Visa, MC, Amex, Discover

Name on card:

Number on card:

Expiration Date: ____/____/____ CVV Code: _____

AGREED TO AND ACCEPTED:

Client Signature

Date

Client Name (printed)

Authorized Havre de Grace Arts Collective Signature

Date

Name (printed)



Theatre Use Policy

The purpose of the Cultural Center at the Opera House's Theatre Use Policy; herein referred to as the Theatre Use Policy, (TUP); is to assure that the facility is utilized for recreational, cultural, educational, business, social and community service functions that meet the needs and interests of the community, as well as to set clear policies, procedures, regulations and rental fees regarding such uses.

A. Applications

1. Applications must be submitted to the Theatre Manager a minimum of sixty (60) days prior to the desired date of use. The Theatre Use Application Form must be provided. An estimate will be returned and must be approved **before** the appropriate deposit(s) can be accepted.
 - a. Any modifications made to the Theatre Use Application Form after submittal must be made in writing. Modifications can be made only up to two weeks prior to the first scheduled event date.
2. Applicants must be at least 21 years of age or older and authorized to enter into an agreement, and an approved representative must be present throughout the entire use of the facility.
3. A completed Theatre Use Application Form is due from all interested Rental Clients (hereinafter referred to as "Clients").
 - a. Base rent fees and all estimated equipment, service and staffing costs are due thirty (30) days in advance of the first use date if the event is private or free to the public. Clients are to realize that estimates are provided based on the Client's best estimate of use. Final charges will be assessed for actual facility and equipment use, as well as actual service and staffing fees provided and will be outlined in the final Settlement Report and result in a zero balance, additional fees due, or partial refund due to the client. Settlements will be performed within two weeks following last scheduled rental dates.
 - b. Cost of performance and estimated expenses are due not less than seven (7) days prior to the approved usage date. Acceptable forms of payment will be cash,

certified check or money order.

- c. The Theatre Manager will complete a detailed estimate based on the completed Theatre Use Application Form. If Client agrees with the estimate, the deposit will be accepted. A refundable security/damage deposit of five hundred (\$500.00) dollars is required to confirm a date(s). The deposit may be refunded if there are no additional fees due, or applied to (deducted from) the total balance due. In addition to fees for facility or equipment use, services, or staffing, the security/damage deposit may also be partially or fully withheld to apply to any charges for damaged or lost equipment, repairs to the facility, or extra maintenance (i.e. carpet cleaning, etc.)

4. Applications are not confirmed until applicant receives a signed Facility Reservation Contract. **Absolutely no publicity or invitations shall be distributed until the applicant receives this official confirmation.** When security services or insurance are required; applicant must meet requirements at least thirty (30) days prior to event/scheduled use or reservation will automatically become null and void.
5. The Theatre Manager has the discretion to reject any performer or group prior to signing a contract.
6. **No overnight uses will be allowed.** The time reserved must be inclusive of whatever time is needed for set-up, actual event time, and clean up at the conclusion of use. If a client engages the Theatre for a theatrical production, scenery and other equipment may be stored in the theatre during their engagement.
7. Appointments to view the facility must be scheduled in advance with the Theatre Manager.

B. Payment of Fees: For theatre use fees and associated staff and equipment use fees, see Schedule of Fees and Charges for Use of the Opera House Theatre above.

C. Cancellations: Notice of the desire to cancel a booking/reservation must be received **in writing**, by the applicant whose name appears on the contract. If written notice of cancellation is received one hundred twenty (120) days in advance of the first scheduled date of use, the deposit will be refunded, less a fifty (\$50.00) dollar processing fee. Cancellations received less than one hundred twenty (120) days in advance of the first use date shall be subject to loss of the entire deposit; unless the date(s) can be filled by another event, in which case the entire deposit, less the processing fee shall be refunded. The City of Havre de Grace; (herein referred to as the "City"), reserves the right to cancel any use in emergency situations or when deemed necessary for the safety and best interests of the

customers, the City, or all concerned. In such cases, a refund of all fees and deposits paid will be provided. The City will not be liable for any other expenses incurred by the Client with regards to this booking, including, but not limited to lost profit or income, expenses incurred, and incidental, special or consequential damages of any kind.

1. Force Majeure: If the Opera House Theatre is unfit for occupancy by Client during the period covered by agreement, by reason of fire, earthquake, civil disturbance, or any other cause beyond the control of the City then the agreement shall be of no further force and effect.

D. Insurance Requirements

1. The Client shall be responsible for any and all damage to the Theatre and its' premises, equipment and property during their occupation of the facility.
2. The Client will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees during occupancy of the facility.
3. All Clients will be required to provide the City with an original Certificate of Insurance providing proof of the following coverage:
 - a. General liability and property damage insurance in an amount not less than \$1,000,000.00 per occurrence.
 - b. Additional insureds to be listed as: The City of Havre de Grace; 711 Pennington Avenue; Havre de Grace, MD 21078
 - c. The insurance may not be cancelled or reduced without 30 days prior notice the City.
4. Clients requesting permission to sell alcoholic beverages must provide liquor liability insurance in an amount not less than \$1,000,000.00 per occurrence, in addition to the insurance outlined above, and evidence of any necessary license or permits to sell alcoholic beverages. See Section L, page 10 for more details on Concessions and Merchandise.
5. The City is not responsible for accidents, injury, illness or loss of group or individual property.
6. The Client shall defend, release, indemnify and hold the City, its' officers, agents, employees and volunteers, harmless from and against any loss, liability, costs (including reasonably incurred attorney fees) claims or damages that may arise or result from, or be related to or be alleged to arise or resulted from activities of the Client, their officers, agents, employees and volunteers, and shall, at its own costs, expense and risk, defend any and all legal proceedings that may be brought against the City, its' officers, agents, employees and volunteers, on any claim, demand, or alleged liability, and shall satisfy

any settlement or judgment that may be rendered against any of them arising from, or related to activities of the Client, and shall assume liability for any and all direct expense incurred in providing services pursuant to this policy, except for any claim, loss, liability, damage or cost directly arising out of the sole negligence or willful misconduct of the City.

E. Volunteers/Security/Professional Event Staff: The Theatre volunteers are given priority to work all events; if they capable and competent to perform the tasks required for the event. A minimum of six (6) Theatre volunteers are required per event. If the Theatre cannot secure these volunteers, security/professional event staff may be required at the expense of the Client and the discretion of the City.

F. Box Office Management

1. The Client will be required to use the ticketing organization (Eventbrite). Clients and/or attendees will be responsible for paying for all service fees incurred through the ticketing organization (totaling 2.5% and \$.99 on each ticket plus a 3% credit card processing fee if ticket is charged).
2. All events will have reserved seating.

G. Discretionary Booking: At the discretion of the Mayor and City Council, requests for rental of the Theatre may be denied if the proposed event presents a potential conflict to the target market of a previously scheduled event. Criteria include the market saturation of a particular event type, long-term relationship of an existing Theatre client, and/or the financial impact on the Theatre. Additionally, the Mayor and City Council; through the Theatre Manager, shall regulate or prohibit such activity or use, which in their judgment is determined to be of a hazardous nature, is potentially dangerous or damaging to property, or is not in the best interests of the citizens of the City of Havre de Grace.

H. Decorations: Any decorating, covering of, or changes to the facility shall be discussed prior to any application. The Client shall be responsible for putting up any decorations and all other special preparations necessary for their function. All decorations shall be removed at the conclusion of the function. Client shall be responsible for the removal of all decorations, attachment material, special preparations, Client's personal property, and any rented equipment before the Client vacates the premises. Method of installation of all decorations must have prior approval of the Theatre Manager. **This excludes the stage area in which that request is to be expressed on the application conforming to the usage policy.**

1. All decorations must be flame-proof or fire retardant.

2. The use of cellophane, all tapes, nails, staples, screws, etc., is **NOT ALLOWED** on walls, ceilings, Theatre seating, furniture or floors. Insufficient removal of any items will result in additional clean-up charges to be withheld from deposit. If Client is granted permission to use tape, it must be painter's tape.
3. Decorations **MAY NOT** be hung from light fixtures, ceiling, heat detector, emergency lights, or acoustical wall/ceiling tiles.
4. Open flames (such as lighted candles) **ARE NOT** allowed.
5. All plants, trees, and shrubs must be in waterproof containers and must be carefully placed so as not to damage floor, tables, or block fire exits.
6. No foreign substance may be applied to the floor.
7. No rice, birdseed, etc. are permitted at in the building or on surrounding sidewalks and parking areas. Use will cause forfeiture of entire damage deposit.
8. For safety reasons, relocation or rearrangement of the building equipment is not permitted. On duty staff or preapproved authorized personnel must perform any rearrangement of furnishings and/or equipment. All doors, aisles and hallways must be kept clear in the event of an emergency evacuation.
9. For customer comfort, energy efficiency, and consideration of our neighbors, all doors and windows must remain closed throughout the entire event.

I. Catering, Concessions and Merchandise

1. The City retains the right to all concessions within the Theatre and its environs. The City may grant permission to the Client to sell concessions or merchandise.
2. Alcoholic Beverages: The use and/or sale of alcoholic beverages is allowed by prior written permit application only and must be requested at the time of application.
 - a. Alcoholic beverages; will be served in plastic cups, (no glassware is permitted), and must be consumed on the premises.
 - b. If the presence of alcohol is deemed to conflict with other previously scheduled uses/users, the request may be denied.
 - c. Alcohol is **NOT ALLOWED** at youth-oriented events or events held in honor of a minor.

- d. A group or organization wishing to sell alcoholic beverages at their function or provide alcoholic beverages with the cost of admission, must first obtain approval from the City's Director of Administration and upon approval will be required to obtain; at their own expense, the appropriate permits and licenses from the Harford County Liquor Board. Liquor liability insurance is also required from the sponsoring organization. Evidence of this license must be on file with the Theatre Manager at least ten (10) days prior to the event/function.
 - e. Clients sponsoring/hosting events where alcoholic beverages are served or sold will be required to have security, at the Client's cost and expense. The Theatre Manager will determine the security needs for the event.
3. Clients are permitted to sell food and non-food items, subject to the following restrictions:
 - a. Advance notice must be given to the Theatre Manager 30 days prior to event and sale of items.
 - b. All items for sale must be approved by the Theatre Manager in advance.
 - c. All items for sale must be related to the event. The Theatre will not be used for merchandising or retail sales of items unrelated to an event or performance.
 - d. The City; via the Theatre Manager, reserves the right to restrict or not permit the sale of any items.
4. Receptions involving the serving of food and drink prior to or following events require approval from the Theatre Manager and must be arranged in advance. Additional cleaning and damage deposits may be required.

J. Technical Requirements

1. Labor: To insure protection of all in-house equipment and the professional presentation of events, the Theatre will require all Clients to utilize the Theatre technical staff or authorized personnel for their events, at the rates outlined on the attached Schedule of Fees and Charges. The Theatre Manager shall have the discretion to schedule staff deemed necessary to provide for a quality production, at the expense of the Client.

If the Client requests to use their technical personnel, they must be vetted by the Theatre. Clients using their own authorized technical staff must have their own agreements in place.

2. Lighting and sound equipment in the Theatre will be operated by Theatre staff and/or technicians approved by the Theatre Manager. All lights must be returned to the house hang following the event.
3. The Theatre will not be used for long-term storage of sets, props or costumes. Run-of-event storage will be provided as available and by arrangement with the Theatre Manager. Materials left in the Theatre after strike of the event will become property of the City of Havre de Grace unless previous arrangements have been made with the Theatre Manager. The City assumes no responsibility for stored or abandoned property or materials at any time. The Client will be responsible for any costs the City incurs related to removal and/or disposal of abandoned property or materials.
4. Each Client must provide a Production Stage Manager for their event. R
5. The Client must coordinate the needs of all aspects of the Client's events with the Theatre Manager.
6. No changes or modifications to the fixed equipment or facilities may be made, nor may any equipment be removed from the Theatre or altered. Any structural or electrical changes may be made only by Theatre staff with the Theatre Manager's and/or Deputy Director of Public Work's approval and only by qualified staff or licensed contractors. All labor needed to make such changes and reverse them will be charged to the Client at the set Tech rate or, in the case of an outside contractor, cost plus 15%.
7. No event taking place in the Theatre may be recorded, televised, broadcasted or otherwise recorded for commercial reproduction or use in any manner without the express written consent of the City. The Client must hold the City harmless from such activity and must also meet all insurance requirements prior to the event.
8. All scenic units, props, and electrical equipment provided by the Client is subject to safety inspection by the Theatre Manager or his/her designee. The City reserves the right to prohibit the use of any scenery, property or equipment that is deemed by the City to be unsafe. Equipment judged to be unsafe must be brought up to minimum standards before being used, or must be removed from the premises.
9. Specialized needs for sound or lighting must be arranged at least two weeks in advance of installation with the Theatre Manager.
10. The Client will not obstruct or restrict the use of any doors, exits, hallways or aisles in the Theatre. No tripods, cable, or equipment of any kind will be allowed in the

audience seating area without the prior approval of the Theatre Manager. Under no circumstances may the view of the audience be obstructed.

11. The use of Haze or Fog or Dry Ice must be approved prior to production.

K. Promotions

1. No signage, posters, flyers or advertisements for any event may be posted in or on the building and its environs without the prior approval and permission of the Theatre Manager. If prior approval and permission is granted, Client is responsible for putting-up and taking down all promotional material. Everything must be removed at the conclusion of the event. Client will be billed for any labor involved in removing any promotional material that is left following an event.
2. Promotion of Client's event is the sole responsibility of the Client unless an agreement has been entered into with the City and/or its' agencies.

J. General Rules and Regulations

1. Excluding theatrical props; weapons (including knives and swords) firearms, explosives, open flames or lasers are not permitted in the Theatre.
2. At no time will any illegal activity, performances, or exhibition be allowed in the Theatre.
3. Gambling on the premises is prohibited unless approved by the City Director of Administration, in which case the Lessee must obtain a license from the Harford County Sheriff's Department. Gambling shall be defined as any game of skill, chance or raffle, played with cards or any other device for money or any other representative item of value.
4. If equipment needs to be delivered or removed at times other than originally scheduled, arrangements need to be seventy-two (72) hours in advance with the Theatre Manager. Additional costs may be charged in association with having staff involved with those times which are during non-scheduled work hours.
5. During rehearsals: Only the in the auditorium may be used; the remainder of the house and lobby areas are closed; unless prior arrangements have been made with the Theatre Manager.
6. Please remember: No feet on chairs, no scratching of seat backs, do not sit on tables, report any damage to the facility or equipment to the Theatre Manager immediately. No running or yelling inside the Theatre, and no food or beverages

in the auditorium or back stage, (bottled water is the ONLY exception).

7. Everyone must access and egress the stage from designated stairs.

K. Camera Policy

Camera policies vary by event and are determined solely at the discretion of the event promoter and are subject to change. Selfie sticks are not permissible pursuant to our weapons policy.