

Rockport Opera House Rental Agreement

101 Main Street, Rockport, ME 04856
Physical address is 6 Central Street in Rockport.
Tel: 207-542-3555 FAX: 207-236-2652

This agreement is entered into by and between the Town of Rockport, a municipal corporation of the State of Maine (Lessor) and

Name of Person or Organization (Lessee): _____

If Organization, indicate whether you are: ___ For-Profit ___ Non-Profit (Fed. ID#*: _____)

Political Party: _____ Town: _____ State: _____

** Copy of NPO Certification Required*

Name of Responsible Agent (Lessee): _____

Street Address and/or P.O. Box: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Cell: _____ E-mail: _____

The Lessor hereby rents to Lessee the following facilities at the Rockport Opera House:

___ Auditorium (410 seats) ___ Lower Level Mtg. Room (cap.100) ___ Kitchen ___ Green Room

Type of Function/Activity: _____

Desired Table Setup: _____

(The Opera House has available 10 60-inch round tables, 2 8-foot rectangular tables with the possibility of 10 more 8-footers and 2 additional 4-foot rectangular tables.)

Equipment Needs (e.g., Projector, sound, lighting, etc.): _____

Event Date(s) and Time(s): _____

Rehearsal, Date(s) and Time(s): _____

Meeting Room, Date(s) and Time(s): _____

Kitchen, Date(s) and Time(s): _____

Note: Capacity of the auditorium with chairs is 410; capacity for dances is 200; capacity with tables and chairs is 125. In the meeting room, capacity is 100. Figures are set by the State Fire Marshall's office on a square-foot basis.

Rental Fees:

Auditorium (Performances – four-hour blocks)

Rockport, non-profit/Qualified Political Parties**	\$ 175
Other non-profit	\$ 250
Private, resident	\$ 400
Private, non-resident	\$ 500
Wedding or day rental, Rockport residents	\$ 675
Wedding or day rental, non-residents, flat fee	\$1,275

Add \$75 for table setup or without chairs – except for wedding/day rentals

***Pursuant to M.R.S. 21-A §301. Qualified Parties*

Auditorium (Rehearsals – four-hour blocks)

Rockport, non-profit/ Qualified Political Parties**	\$ 75
Other, non-profit	\$ 100
Private, residents	\$ 100
Private, non-residents	\$ 125

Meeting Room (four-hour blocks)

Rockport non-profit/ Qualified Political Parties**	\$ 75
Other non-profit	\$ 100
Private, residents	\$ 125
Private, non-residents	\$ 175
One-hour rental	\$ 30

Funeral/Memorial Service Fee

Rockport non-profit rate

Kitchen (four-hour blocks)

Used for Set-up only	\$ 25
Full Kitchen	\$ 75

It is expected that the kitchen will be left picked up with any dishes used – cleaned.

NOTE: After rental of one four-hour block, one- or two-hour rentals available at pro-rated fee.

Rental Agreement Worksheet

Auditorium: Each Performance/Use \$ _____ x _____ (number of blocks) \$ _____
 (Performances are for (4) four-hour blocks)

Auditorium: Each Rehearsal \$ _____ x _____ (number of blocks) \$ _____
 (Rehearsals are for (4) four-hour blocks)

Meeting Room: Each Block \$ _____ x _____ (number of blocks) \$ _____
 (Blocks are for (4) four-hour blocks)

Kitchen: Each Block \$ _____ x _____ (number of blocks) \$ _____
 (Blocks are (4) four-hour blocks)

Security: \$21/hour x _____ (number of hours) \$ _____
 (Provided by Lessor)

House Manager: \$27/hour x _____ (number of hours) \$ _____
 (Provided by Lessor)

Projector Charge: \$150/day x _____ (number of days) \$ _____
 (Provided by Town. Charges are exclusive of approved operator)

TOTAL DUE ON _____ **\$** _____ *
 DATE TOTAL DUE

** \$100 Damage/Reservation Refundable Deposit due with reservation.*

General Conditions:

The Lessee shall indemnify and hold Lessor harmless from and against any and all damages, claims, lawsuits, judgments and costs, including reasonable attorney’s fees, that Lessor may become liable to pay or defend as the result of the negligent acts or omissions or intentional misconduct of Lessee, its employees or agents, arising out of or in connection with Lessee’s use of the facilities pursuant to this Agreement.

The Lessee shall provide the Rental Agent with a Certificate of Insurance for liability in the amount of \$1,000,000 for the day of the event and naming the Town of Rockport as additional insured.

Note: Anyone serving alcohol must have an off-premise liquor license issued by the State Of Maine and carry \$1,000,000 liability insurance covering the serving of liquor and naming the Town Of Rockport as additional insured. A copy of the Certificate of Liability Insurance (as issued by insurance agent) must be provided to the Rockport Town Clerk and/or the Lessor’s Rental Agent. State licenses are generally issued to caterers. Please contact the Rockport Town Clerk at 236-9648 for licenses and information pertaining to the serving of alcohol. Caterer is advised to have completed their application two weeks in advance.

The Lessee shall make no structural alterations in or about the premises or attach anything to the walls – both in the auditorium and the meeting room.

All personal property from time to time placed upon the leased premises by the Lessee shall be at the sole risk of the Lessee and the Lessor shall not be liable for any damage, which may be caused to such property.

Lessee shall submit a signed contract and payment in full at least two weeks prior to the use of the building.

Lessee shall not have the right to sublet or assign this agreement.

Lessee shall notify Lessor’s Rental Agent about any need to change the configuration of chairs on the orchestra level.

Note: During an event or performance in the auditorium there must be a security person present. The Lessor’s Rental Agent is responsible for notifying the security person when they need to be on duty at the Rockport Opera House.

Damage Deposit: If physical damage is caused to the premises by the Lessee or any of its performers, guests or patrons, the Lessee agrees to pay all costs for such cleaning and repair and agrees that the damage deposit may be retained by the Lessor toward payment of such costs.

If an event or performance of a Lessee is cancelled due to inclement weather, the Lessor will grant a refund to the Lessee of that portion of the fees paid for such event or performance (excluding rehearsal fees, if used) or the Lessor will credit such fees toward a future date when such event or performance may be rescheduled to occur.

Banner in designated area is allowed with permission of Lessor’s Rental Agent. A poster may be placed on the billboard in front of the building. Poster should be given to Lessor’s Rental Agent to put up.

The Lessor will provide a clean facility for each use.

The Lessee shall not bring any firearms into the building.

The Lessee shall not employ open flame (including open candles) or pyrotechnic devices without approval of the Rockport Fire Chief. Candles and votives are allowed with permission of the Lessor’s Rental Agent.

This Agreement shall be governed and interpreted according to the laws of the State of Maine, and may be amended or modified only in writing signed by both parties.

For Lessor (Town Of Rockport)

Date

For the Lessee

Date

Rules and Regulations for Use of the Rockport Opera House

1. There will be no smoking anywhere in the Rockport Opera House.
2. Carpentry work and painting of sets must be done off the premises, unless by special arrangement with the Rental Agent.
3. Nothing can be attached to or hung from the walls or balcony without special permission from the Rental Agent.
4. An adult must be on site at all times to supervise minor students using the building both upstairs and downstairs.
5. Untreated hay and untreated natural Christmas trees are prohibited in the building. Lighted artificial Christmas trees or other materials are only permitted with prior written approval from the Rockport Fire Chief. Live, lighted potted trees are allowed with permission from the Rental Agent.
6. The kitchen must be completely cleaned before Lessee leaves the premises. It is the responsibility of the Lessee to inform their caterer of this Agreement.
7. Trash must be placed in sealed plastic bags in trash cans, both provided by Lessor. The Lessor provides trash removal.
8. The light board must be operated by an individual designated by the Lessor or by a Lessor-approved person.
9. The sound board must be operated by an individual designated by the Lessor or a Lessor-approved person.
10. The auditorium projector must be operated by an individual designated by the Lessor or by a Lessor-approved person.
11. Barbeques are not allowed inside, outside the opera house, or in the adjacent Mary Lea Park, unless permission granted by the Rockport Fire Chief.
12. The House Manager is available to assist in the use and operation of the facility, including open/close, heating, air conditioning, lights & sound (when necessary), and so forth. The House Manager assures compliance with the Opera House Rules and Regulations.

General Information

For Reservations or questions, call Rental Agent Terri Lea Smith at (207) 542-3555 or (207) 236-6245 (Hours: Monday through Friday from 7:30 am until 3:30 pm.) FAX: (207) 236-2653. E-mail: operahouse@town.rockport.me.us

**Please make checks payable to the “Town of Rockport” and mail to:
Rockport Opera House
P.O. Box 10
Rockport, ME 04856**