



Littleton Opera House
TOWER ROOM

Rental Agreement
 2 Union Street
 Littleton, NH 03561
 603-575-5324

Thank you for your interest in renting the Historic Littleton Opera House. **Please review all policies before signing your contract.** Return the completed application & signed contract with your deposit to reserve your date. ***Your deposit is not part of your rental fee.** See contract for further information. Your rental is not complete until we receive the required Certificate of Liability Insurance, and your deposit. If your organization is a nonprofit, please provide a copy of your Non-Profit status.

Date (s) you wish to book: _____ Name of Organization/Party: _____

Contact Person: _____ Address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

Email: _____

Include set up and tear down times: Start: _____ End: _____ Event start time: _____

What type of event are you holding at the Opera House? (i.e. wedding, concert, fundraiser, dance, play)

Number of people expected: _____

Chairs/Tables needed for event: _____

Set up style (if paying for setup) *: _____

*See contract details if you request the Opera House to do your setup (\$25.00 fee)

Is your event open to the public? _____ Will you be selling tickets? _____

Ticket prices: Adults \$ _____ seniors \$ _____ Children \$ _____

For Opera House use only:	
Application/Contract received by _____	Date Received ___/___/___
Deposit \$ _____ Paid ___/___/___	Venue Rental \$ _____ Paid ___/___/___
Deposit Rt. Date ___/___/___	

Initial: _____

Littleton Opera House Tower Room Contract

This agreement is made on this date: ____/____/____ by and between the Town of Littleton and _____ (Contracting Party) for an event/meeting on this date: ____/____/____ and use of the building (including setup and breakdown time)

During the hours of AM/PM _____ to AM/PM _____

I. Event Space

The Littleton Opera House is an auditorium located at 2 Union Street in Littleton, NH; it is owned by the Town of Littleton and operated by the Opera House Manager. Only restrooms and spaces designated for venue use are to be used for the event/meeting.

Performance productions may lease additional space for storage of equipment, and set designs with prior approval from the Town Manager and Opera House Manager. These items must be safely used and stored according to our insurance liability. The defined additional storage space must be cleaned daily, organized, and items must not block any areas outside the defined space. Doorways, and exits are not to be blocked in any way. Workshops are not allowed within the building or property. **Failure to follow these procedures will result in a daily fine of \$40.00. *Rentals lasting more than 3 days will have an addendum added to contracts.** The Town of Littleton reserves the right, in its sole discretion, to refuse rental to any individual or organization or entity which subjects any town employee to threats of physical harm or violence or conduct that would constitute discriminatory harassment.

Per the Littleton Fire Department, the capacity of the Tower Room is limited to 55 people.

II. Terms of Use

The Contracting Party must designate an event coordinator to oversee the event, including breakdown, cleanup, and securing the building upon leaving; as well as to be the contact person during the event in case any issues arise. The Contracting Party must provide the Opera House Manager with the contact information for the event coordinator: _____ **Failure to do so shall constitute grounds for the Town of Littleton to cancel the event and retain the security deposit.**

Prior to the start of any event, the Contracting Party shall make all required announcements including the locations of emergency exits and restrooms.

If police presence is deemed needed by the Chief of Police or his designee, the Contracted Party shall be responsible for the fee associated with the presence of the police officer(s).

Events setup and breakdown is the responsibility of the Contracting Party. Technical setup, including lights, and sound are the responsibility of the contracting parties.

The Opera House will provide event set up (tables/chairs) for a fee of \$25, as well as an additional day of rental, if necessary to complete the set up: **Initial if needed** _____.

The Opera House can provide certain items upon request. The Contracting Party shall be permitted to use seating and equipment located on site. The Opera House has platters, coffee urns, water/juice pitchers, white table cloths (\$10.00 per table cloth), projector, projector screen, 5' round tables, 6' rectangular tables, podium, and padded chairs. The Contracting Party must provide the Opera House Manager with 7 days notice of any and all required items. Requests made after this time will be honored if possible, but are not guaranteed.

Initial: _____

(3)

The Contracting Party may use any outside vendors. The Contracting Party shall provide to the Opera House Management a list of vendors and equipment to be used during your rental period. **Failure to do so shall constitute grounds for the Town of Littleton to cancel the event and retain the security deposit.** All equipment shall meet public safety standards.

We are unable to offer tickets sales for contracted events. The Contracting Party is responsible for all marketing and media exposure for their event.

III. Rental Fees

The rental rate for the Contracting Party's use of the event space shall be calculated for the time spanning the beginning of set up to the end of clean up in accordance with the rental fee schedule, found through our website littletonoperahouse.com, unless noted within the contract by the Opera House Manager, and agreed upon by the Town Manager.

The rate for this event will be: \$ _____, which is due in full (checks/bank checks only) payable to the Town of Littleton at least 45 days prior to your event. The rental fee shall not be prorated if the event ends early. **If for any reason (other than weather related) the event is cancelled within 30 days of the event, the Town of Littleton will retain ½ of the rental fee.**

IV. Security Deposit

In addition to the rental fee, a security deposit in the amount of **\$50.00** (payable to the Town of Littleton) must be submitted at the time of execution of this Contract. The full amount of the security deposit will be refunded within 14 days if it is determined no damage has occurred and there are no claims or other outstanding obligations to the Town of Littleton.

Should the Contracting Party incur any obligations under the contract or any claims against the Town of Littleton for overtime, cleanup, damages to or destruction of any property located in or on the premises as a result of the Contracting Party's use of the premises or in any way relating to the event, the Town of Littleton shall first apply the security deposit to any such claim.

The security deposit will be forfeited by the Contracted Party if an event is cancelled within 30 days of the event.

V. Damage

The Contracting Party hereby agrees to be fully and solely responsible for any damages in any way relating to the event, and to be fully and solely responsible for any damage or destruction of The Littleton Opera House or any personal property located on or within the premises caused by the Contracted Party or any agents, guests, or invitees. The Contracted Party further agrees to pay all costs of repair for any damage to the facility caused by itself or its agents, guests, or invitees, or occurring during its agents, guests, or invitees, use of the facility pursuant to this contract.

VI. Cleaning

The Littleton Opera House shall be responsible for standard cleaning of the facility after use, which shall include sweeping, dusting, and mopping. Damages or stains requiring professional services will result in a fee to be paid for by the Contracting Party. *If custodial assistance (cleaning – restocking) is needed \$150.00 fee is required for evenings or weekend cleanings – (up to 2 cleanings)

Contracting parties who lease/rent the space for more than one night are responsible for cleaning the event space each night, as well as cleaning and restocking bathrooms, and securing the building. Supplies will be available in the janitorial closet.

Trash removal will be the responsibility for the Contracting Party. Arrangements may be made for trash removal for an additional fee of \$25 (2 small bag limit). **Initial if requested** _____.

All cleanup and removal of items belonging to the Contracted Party must be completed by the end of the contract time period as noted in the rental times. Any items left at the Opera House after the times set forth will result in a daily storage charge of \$50.00 for up to 7 days, after which the Town of Littleton will dispose of the items.

Initial: _____

VII. Indemnification & Defense

To the fullest extent permitted by law, Contracting Party shall protect, indemnify, save, defend and hold harmless the Town of Littleton, including its officials, agents, volunteers, and employees (“Indemnified Parties”), from and against any and all demands, liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, economic injury, death of person, or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of Contracting Parties or its agents, employees, volunteers, contractors, subcontractors, guests, invitees or attendees, and even if caused in whole or in part by any negligent act or omission of Indemnified Parties.

***In addition, the Contracting Party must provide a Certificate of Liability naming the Town of Littleton as additionally insured with minimum liability limits of at least \$500,000 Single Occurrence. (\$2,000,000 in Aggregate and Workers Compensation Insurance if required)**

VIII. Force Majeure Conditions

The Contracting Party agrees that the Town of Littleton and its officers shall not be liable for losses, damages (including attorney’s fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts of omissions, fires, weather conditions, power failures, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements).

IX. Photographs/Tickets

The Town of Littleton shall have the right to take photographs at the event for advertising the event space. All rights to, and the use of these images shall belong to the Town of Littleton. The Contracting Party shall have the right to take pictures of the event as well; however, any commercial use of the likeness of the building is prohibited without the express written consent of the Town of Littleton. 2 complimentary tickets shall be provided to the Opera House for any public live events.

X. Applicable Law

This contract shall be governed and construed in accordance with the Town Ordinances of Littleton, New Hampshire and laws of the State of New Hampshire, including RSA 105:9 in regards to police attendance at public meetings or functions.

XI. Assignment

This contract may not be assigned in whole or in part by the Contracted Party, except with the prior written approval of Town of Littleton/Opera House Manager.

XII. Parol Evidence

This contract constitutes the entire understanding between the parties. This contract may only be amended in writing signed by all parties.

XIII. Attorneys’ Fees

In any action or proceeding to enforce, preserve, or protect any right or benefit under this Agreement, the Town of Littleton in each action or proceeding shall be entitled, in addition to any and all other relief granted by a court, to an award in such action or proceeding of the amount of its attorneys’ fees reasonably incurred therein.

XIII. Alcohol Policy

The Littleton Opera House does not have a liquor license. Alcohol is prohibited on all Town of Littleton properties with the exception for Littleton Opera House Private/Public events. Contracting party's wishing to have alcohol will need prior approval for any events. All events (including fundraisers) wishing to selling alcohol (cash bar) must have a liquor license or a vendor with an off-site liquor license for the sale/consumption of alcohol. Private events (weddings, parties, etc.,) need approval from the Opera House Manager. **The Contracting Party's Certificate of Liability Insurance must include coverage for alcohol during your event. See Section VII ***

Contracting Party

Printed Name: _____ Signature: _____ Date: _____

Littleton Opera House

Printed Name: _____ Signature: _____ Date: _____