

# NATIONAL OPERA CENTER

## RULES AND REGULATIONS FOR RENTAL AND USE OF THE NATIONAL OPERA CENTER FACILITIES

### DEPOSITS, CHANGES, AND CANCELLATIONS

1. For all contracted events, a deposit equal to half of the total rental fee is required upon receipt of the signed contract to confirm a reservation at the National Opera Center. All additional fees and balances must be paid in full a minimum of one week prior to use.
2. If a cancellation of any portion or the entirety of a rental is necessary, the Opera Center must be notified immediately. To receive a refund, cancellations must be submitted in writing. Deposits are 100% refundable if the reservation is canceled at least three months in advance of the booking date. Deposits are nonrefundable within three months of the booking date. Otherwise, cancellation charges are as follows:
  - Event Spaces, Equipment, and Services: 50% of contracted amount is due for portions canceled at least 1 month in advance; 100% of contracted amount is due when canceled less than 1 month in advance. (Event Spaces include Scorca Hall, Rehearsal Hall, MacKay Studio, Leirvik Board Room, and Lesenger Family Conference Room.)
  - Vocal Studios: 100% of contracted amount is due when canceled less than 24 hours in advance of reservation start time.
3. If the nature of the event or number of participants changes, the Opera Center must be notified immediately, and no changes may be made within one week prior to the scheduled use. If necessary, fees/deposits will be changed according to applicable rates. The Opera Center reserves the right to disapprove any requested changes.
4. For inclement weather or emergencies, please note the renter is responsible for the full balance of the rental unless it is determined that the National Opera Center will be closed. In the event of closure, the renter will either be refunded the rental fees or may reschedule the rental at no charge.
5. After receipt of the signed rental agreement, any future changes at the client's request sent via invoice are also considered confirmed and subject to the above cancellation policy.
6. Organizations may not book under individual memberships. For bookings under individual member accounts, the individual must be present for the event and must be the point of contact for all paperwork.
7. Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including but not limited to: acts of God, governmental authority, or war in the United States that makes it illegal or impossible for the Opera Center to hold the event.

### PAYMENT OF FEES

1. Payment of all contracted rental fees must be made at least one week in advance of the scheduled use. Failure to meet this deadline may result in the cancellation of the rental and forfeiture of the deposit. Deposit must be made when the contract is signed.

### RENTAL TIME/HOURS

1. Hours requested should include time for the group's special setup and cleanup needs. National Opera Center staff can and will set up basic equipment for "premium use" events, such as chairs and music stands, before the renter enters the space. For "basic use" events, the client is responsible for all setup and strike of materials and must account for that time in the rental. If clients renting "basic use" space leave the halls without striking the Opera Center materials used, they may be subject to premium use fees.
2. Clients will not have access to spaces prior to start time of their booking and need to completely vacate the spaces at the end time of their booking.
3. Clients will not have access to the National Opera Center prior to opening at 10:00 a.m. and must vacate the facility no later than 10:00 p.m., unless they have been approved in advance for an early open or late close.
4. If the event goes beyond the scheduled hours stated on the contract, the client will be asked to vacate the space and will be liable for overage fees.

### SET-UP/CLEAN-UP

1. Renters are responsible for setup of the space beyond what is requested in advance of the Opera Center staff. Renters are also responsible for leaving the space exactly as found at the beginning of the rental. Failure to return the space to the condition it was found in will result in additional fees.
2. If the Opera Center staff is responsible for the setup and tear-down, then the renter must make sure all tables and chairs are wiped clean after the rental.
3. Nails, screws, staples, etc., are not permitted for use on walls, floors, ceilings, and fixtures in the Opera Center. Spike tape may be used on floors. Nothing may be affixed to walls.
4. A clear diagram (tables, chairs, and other setup needs) must be submitted to the Opera Center Management at least one week prior to the activity. If not supplied, the setup will not be done in advance.
5. Clients are not permitted to add or remove any furniture from any space. This includes all chairs and tables in the public artists' lounges on the 7th and 8th floors.
6. No signage of any kind may be posted in the ground floor lobby or on the building exterior.

## **GENERAL FACILITY RULES**

1. Neither prepared piano nor extended techniques are allowed at the National Opera Center.
2. Dance performance and rehearsal are not allowed at the National Opera Center.
3. No food or drink, except for water, is permitted in Marc A. Scorca Hall.
4. No red wine is permitted in the National Opera Center.
5. No open flames are permitted in the National Opera Center.
6. Electric micro-mobility devices such as e-bikes and e-scooters are not allowed anywhere in the facility.
7. Failure to adhere to these restrictions may result in substantial cleaning or repair fees.

## **BUILDING SUPERVISION AND REVOKING A RENTAL**

1. An Opera Center representative will be on duty at all times and is responsible for general conduct in the building and enforcement of the rules governing the facilities.
2. Fights, vandalism, or unacceptable behavior occurring during a rental will cause immediate cancellation of the rental with no refund of fees or deposits.
3. The number of attendees cannot exceed the stated fire code capacity of the room rented. The National Opera Center reserves the right to immediately cancel any event that exceeds that code capacity.

## **OUTSIDE EQUIPMENT AND DELIVERIES**

1. All outside equipment must be approved by the Opera Center Technical Manager. All deliveries of said equipment must be scheduled with and approved by the Opera Center Management.
2. All deliveries of supplies, catering, etc., must be approved by Opera Center Management.
3. All wheeled bags, road or instrument cases, or containers of any kind must come up through the freight elevator. The freight elevator is available weekdays from 10:00 a.m. to 5:00 p.m. If the elevator is needed outside of this time frame, Opera Center Management must be informed in advance.
4. Failure to adhere to these policies may result in the rejection of equipment or deliveries from entering the National Opera Center.

## **TICKETED EVENTS, PUBLICITY, AND PRESS**

1. If a rental involves an admission charge or registration fee, the renter is responsible for all ticketing services. The National Opera Center is NOT to be listed as the presenter or contact for ticket information or as the location for advanced registration/ticket sales, or as a program sponsor.
2. The National Opera Center reserves the right to review all promotional materials before they are sent to press.
3. Applicant acknowledges that the National Opera Center is in no way responsible for publicizing rental events. Organizational members of OPERA America may post events to the OPERA America online calendar via their membership portal.

## **ADDITIONAL STAFFING**

1. The National Opera Center can provide, for an additional fee and subject to staff availability, the following additional staff roles:

### **Audition Monitor**

- Reports to client at the start of their contracted shift.
- Checks in participants while collecting audition materials for the audition committee.
- Ensures participants take the space when they are meant to, which usually requires tracking time, and has the next participant ready when one walks out.

### **House Manager**

- Reports to client at the start of their contracted shift.
- Checks in guests based on list provided by client.
- Sells tickets or merchandise provided by client.
  - Client must instruct staffer on how to take payments and provide any point-of-sale hardware the staffer may need.
- Pre-event: Closes house doors, dims house lights, turns stage lights on, and makes preshow announcement.
  - Client must provide script if a pre-event announcement is requested.
- Seats late arrivals.
- Post-event: Opens house doors and turns house lights on.

## **CATERING, FOOD, AND DRINK**

1. Alcohol may be served, but not sold.
2. No food or drink, except for water, is permitted in Marc A. Scorca Hall.
3. No red wine is permitted in the National Opera Center.
4. All outside food and beverage must be approved in advance by Opera Center Management.
5. Only premium rentals are allowed to add catering and, if the booking is in Marc A. Scorca Hall, a separate reception space must be reserved.

## **OTHER**

1. No one shall perform any work nor make additions to or subtractions from Opera Center pianos.
2. The Opera Center provides several preset lighting options. Renters are not permitted to refocus instruments.
3. Each individual and/or organization presenting public performances will be required to have liability insurance of \$1,000,000 with OPERA America/National Opera Center named as additional insured. OPERA America retains the right to ask for proof of insurance at any time. This requirement may be waived for members of OPERA America at management's discretion.
4. The National Opera Center is not responsible for streaming and recording permissions of licensed materials.
5. Smoking and vaping are not permitted anywhere in the facility.
6. Clients of the National Opera Center are subscribed to OPERA America's email list; you may modify your subscription preferences or unsubscribe if you wish.

## **LIABILITY AND INDEMNITY**

Applicant hereby agrees to hold OPERA America/The National Opera Center, the individual members thereof, and employees free and harmless from any loss, damage, liability, and cost of expense that may arise in any way by such loss or occupancy of the National Opera Center facilities.

**By utilizing the National Opera Center, you agree to honor OPERA America's Community Guidelines, which can be viewed at [operaamerica.org/CommunityGuidelines](https://operaamerica.org/CommunityGuidelines).**