



# SONORA OPERA HALL

## RENTAL POLICY

Sonora Opera Hall Rental Policy effective September 18, 2006:

The City of Sonora grants to the Permittee the privilege of using the Opera Hall under the conditions established in this Policy. Rental dates are on a first come, first serve basis. The City of Sonora's sponsored activities shall have first priority for all available dates. Bookings will only be allowed up to 18 months in advance. Permittee shall obtain and pay for any governmental permits or authorizations required for Permittee's activities prior to use of the facility.

The Permittee is responsible to the City of Sonora and/or its agent(s) for enforcing strict adherence to this Policy. The City reserves the right to deny use of the Opera Hall to any individual, group or organization that refuses to adhere to any portion of this Policy.

### **PAYMENTS AND CANCELLATION PROVISIONS:**

The following fees are in effect as of September 18, 2006

- **Facility Rental Fees**

- \$150.00 Rent per Day (Monday-Thursday)
- \$250.00 Rent per Day (Friday-Sunday & Holidays\*)
- \$300.00 Damage/Clean Facility Deposit (Refundable)

(\*Applicable Holidays- New Year's Eve, New Year's Day, Martin Luther King Jr., President's Day, Caesar Chavez Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Eve and Christmas Day)

- **Facility Combined Rental Fees**

- \$400.00 for a Friday and Saturday
  - \$400.00 for a Saturday and Sunday
  - \$600.00 for a Friday, Saturday and Sunday
- These have to be consecutive days and only apply to the rental of the facility.

- **Additional Rental Options**

- \$100.00 Preparation Kitchen Fee
- \$175.00 Concert-Grand Piano Rental Fee
- \$20.00 Sound System Rental Fee with Tape/CD player
- \$10.00 Microphone Rental Fee (Each)
- \$25.00 Phone Line Fee, if use requested (Phone use is limited to specified uses)

- Half (1/2) of the total Rental Fees are due within 2 weeks upon reserving the Sonora Opera Hall. This Facility Rental Fee must accompany the completed and signed Rental Application.

- All remaining fee balances are due sixty (60) calendar days prior to the rental date.
- The Damage/Clean Facility Deposit and required Insurance are due fourteen (14) days prior to the rental date.
- If use is canceled by Permittee sixty (60) calendar days, or more, prior to the date of the event, Permittee shall be entitled to a 50% refund of Rental Fee. Such refund will be made within thirty calendar days of the City receiving written notice of said cancellation.
- If use is canceled by Permittee fifty-nine (59) calendar days, or less, prior to the date of the event, Permittee shall be entitled to no refunds.
- Permittee is financially responsible for all damages to facility and equipment occurring from use. If damages exceed the \$300.00 Damage/Clean Facility deposit, Permittee will be held responsible for all additional charges/fees. Additional fees and charges can include, but are not limited to, re-stacking tables and chairs not properly put away, heaters or coolers not turned off, and/or lights and ceiling fans left on. The deposit shall be refunded to Permittee less any charges. The City shall have twenty (20) working days to refund any portion of the deposit.
- It is the Permittee's responsibility to fully read and understand the Clean-Up Checklist and adhere to it.
- A full walk-through of the facility will take place prior to Permittee having access or keys to the building. This walk through will take place no earlier than 9 a.m. It is highly recommended that the person responsible for cleaning the Hall attends this meeting. The condition of the facility will be noted by City Staff and the Permittee. The Permittee will be responsible for any subsequent damage to the facility; equipment and/or City property surrounding the Opera Hall after the keys have been issued.
- A follow-up walk through of the facility will take place after Permittee's event and prior to the next rental. This walk through will be assigned a date and time and the Permittee is asked to attend this meeting. At this time any cleaning problems or damage will be noted by City Staff and Permittee.

## **INSURANCE PROVISIONS:**

- Permittee shall purchase and maintain, during the term of the Rental Agreement, insurance subject to the specifications set forth below to provide protection to the City of Sonora, from any and all claims that may arise from operations or performance under this contract. All insurance companies must be rated A or A+ in the most recent Best's Rating Guide of Property and Liability Insurance Companies.
- **The City must be furnished arider or certificate, including policy endorsement or additional insured policy language, subject to the following specification and naming the City of Sonora, its Officers, Officials, Employees and Volunteers as additional insured, not less than fourteen (14) days prior to the event. Permittee may purchase special events insurance through the City of Sonora. Contact City Special Programs Coordinator for fee quote.**
- Minimum insurance specifications are as follows:

General Liability Insurance - Such coverage shall be for \$1,000,000 per occurrence, \$1,000,000 in aggregate.

Liquor Liability Insurance - If beer and/or wine will be sold at the event the Permittee must obtain Liquor Liability coverage. Such coverage will be for \$1,000,000 per occurrence, \$1,000,000 in aggregate.

Workers Compensation Insurance - Permittee shall purchase and maintain, during the term of the Agreement, Workers Compensation Insurance for all employees working at the event with limits not less than \$1,000,000. These policies shall be in strict compliance with California State Laws.

#### **ADDITIONAL PROVISIONS:**

- The maximum occupancy for the facility is:  
400 - Dances, Musical performances, Seating with no tables  
225 - Exhibits, Art Shows, Craft Fairs, Seating with tables
- Only beer and wine, including champagne, shall be served or sold in the facility. If selling beer and/or wine Permittee must obtain an ABC License and Liquor Liability Insurance coverage prior to the event. All consumption of alcohol and possession of open alcohol containers must remain within the building. (City Ordinance 461 prohibits consumption of alcoholic beverages in or upon any public street or alley; in or upon any public sidewalk; and in or upon grounds of public buildings).
- “For profit” events are required to obtain a City of Sonora Intermittent Business License. Non-Profit organizations may also be required to obtain this license depending on the nature of the event. Contact the Special Programs Coordinator for further information.
- All equipment/tables/chairs used in the Opera Hall must have floor protection pads on each leg.
- If you are selling or giving away food to the general public, you must contact the Tuolumne County Health Department at (209) 533-5990 at least two weeks prior to the rental date.
- NOTHING SHALL BE ATTACHED OR AFFIXED TO ANY PART OF THE FACILITY INCLUDING INTERIOR OR EXTERIOR WALLS, DOORS, DRAPES AND FLOORS. IE: NAILS, STAPLES, THUMB TACKS AND TAPE OF ANY KIND.
- PERMITTEE IS NOT ALLOWED TO USE ANY TYPE OF GLITTER OR CONFETTI WITHIN OR OUTSIDE OF THE FACILITY.
- All free standing and table decorations must meet appropriate safety standards. Nothing shall be leaned against the walls, without written permission from the City.
- CANDLES OR OPEN FLAME DEVICES ARE NOT ALLOWED INSIDE THE OPERA HALL. This requirement does not include sternos for the heating of food. The Tuolumne County Historical Society will be allowed to continue to use their existing oil lamps for the Annual Lamplighter Dinner held at the Opera Hall. This exception applies only to this single event and these specific oil lamps. No other event or organization will be allowed to use oil lamps within the Opera Hall.
- Those using the Opera Hall are NOT ALLOWED to park in the World Savings Parking Lot during hours when the bank is open, or in the Gunn House Parking Lot. Please be advised that if you or your guests park in either of these lots, cars may be TOWED AT THE OWNER’S EXPENSE. (Included in the Opera Hall Packet is a map of all the parking areas, please inform your guests.)

- The Handicapped Lift inside the mail Hall is to be used for ADA access to the stage and for no other purpose. If the lift is used improperly and damage occurs, Permittee will be responsible for all repair and replacements cost.
- The antique piano must remain in its current location and is not available for use.
- Events may be subject to prior approval by the Opera Hall Entertainment Committee.
- Permittee shall not install, use, or be permitted to operate or used in the facility, or surrounding property, any public address equipment, television equipment, juke box, radios, loudspeaker, or other equipment producing noise levels that cause a disturbance outside the facility.
- Individuals under 18 shall not be permitted to rent the facility. Youth groups and minors must have adult supervision at all times during facility rental.
- Activities shall begin no earlier than 9:00 a.m. and cease no later than 12:00 midnight, unless Permittee receives prior written permission from the City. Any type of music must be turned down by 10:00 p.m.
- Games of chance or any other forms of gambling will not be permitted unless authorized in writing by the City.
- NO SMOKING shall be allowed in the facility.
- No City property shall be removed from the facility.
- The City shall not be responsible for any damage or loss to any item belonging to Permittee or its guests/customers.
- Permittee shall not discriminate because of race, creed, color, sex or national origin, against any person by refusing to furnish such person any accommodation, service or privilege offered to or enjoyed by the general public. Permittee will not discriminate against any employee or applicant for employment, because of race, color, religion, ancestry, sex, age or national origin. Permittee will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age or national origin.
- Any use of the City's Opera Hall logo is expressly prohibited without the written permission of the City of Sonora.
- The City reserves the right to enter upon the facility at all reasonable times for the purpose of inspection, maintenance, administration, protection and development of the facility. All rights to the Opera Hall, not expressly granted to the Permittee are reserved to the city, including the right to modify the facility as the City may deem appropriate from time to time, and to promulgate rules and regulations governing all users of the facility, including Permittee.
- In the event of an emergency or maintenance problem contact the City Police Department at (209)532-8141.

For any questions regarding this Rental Policy contact, Sheala Wilkinson at (209)532-7725.