



# 2010-2011 USAGE POLICY AGREEMENT

## **BUSINESS OFFICE**

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<b>Section I: BASIC PROVISIONS</b>	<b>3</b>
I.1. LESSEE ACCEPTS AS IS:	3
I.2. COMPLIANCE WITH LAWS AND LICENSING:	3
I.3. LESSEE MUST PROVIDE TO MANAGEMENT:	3
I.4. PUBLIC SAFETY:	3
I.5. RESPONSIBILITIES IN EVENT OF CANCELLATION:	4
I.6. INTERRUPTION OR TERMINATION OF SHOW:	4
I.7. EVACUATION OF FACILITY:	4
I.8. DAMAGE RESPONSIBILITY:	4
I.9. HOUSE RULES:	4
<b>Section II: RENTAL RATES</b>	<b>5</b>
II.1. BASE RENTAL	5
II.2. ADDITIONAL PERFORMANCES ON THE SAME DAY:	5
II.4. MINIMUM REQUIRED LABOR EXPENSES:	5
<b>Section III: INSURANCE/SECURITY/PERFORMANCE BONDING</b>	<b>6</b>
III.1. INSURANCE:	6
III.2. INDEMNITY:	6
III.3. THE MUSIC HALL WILL NOT BE RESPONSIBLE FOR:	6
III.4. MUTUAL WAIVER OF SUBROGATION:	6
III.5. SECURITY BOND/DEPOSIT:	6
III.6. SECURITY GUARDS:	6
<b>Section IV: BACKSTAGE AND TECHNICAL</b>	<b>6</b>
IV.1. STAGE STAFF	6
IV.2. STAGE EQUIPMENT	7
IV.3. EQUIPMENT RENTAL RATES (beyond what is included in Base Rental)	7
<b>Section V: FRONT-OF-HOUSE</b>	<b>8</b>
V.1. OPENING DAY OF SALE:	8
V.2. LESSEE ON-SITE REPRESENTATIVE:	8
V.3. HOUSE MANAGER, THEATER USHERS, and TICKET TAKERS:	8
V.4. TICKETING EXCLUSIVITY:	8
V.4. BOX OFFICE BILLING ON PROMOTIONAL MATERIALS:	8
V.5. M.O.P. FEE:	9
V.6. MISLEADING INFORMATION:	9
V.7. EVENT ANNOUNCEMENT DATE:	9
V.8. TICKET HOLDS:	9
V.9. TICKETING SERVICE PACKAGES:	9
V.10. SERVICE CHARGE:	9
V.11. CONCESSIONS:	10
V. 12. NO INTERMISSION FEE:	10
V.13. CLEANING FEE:	10
<b>Section VI: ADVERTISING AND PROMOTION</b>	<b>10</b>
VI.1. EVENT ADVERTISING:	10
VI.2. POSTERS, FLYERS AND DISPLAY CASES:	10
VI.3. INCLUSION IN MUSIC HALL PROMOTIONS:	11
VI.4. MAILING LISTS:	11
<b>Section VII. FEES AND PAYMENTS</b>	<b>11</b>
VII.1. ADVANCE PAYMENTS:	11
VII.2. NO CHARGING THROUGH THE MUSIC HALL:	11
VII.3. FINAL PAYMENTS:	11
VII.4. SETTLEMENT:	11
VII.5. CANCELLATION BY LESSEE:	11
VII.6. CANCELLATION BY THE MUSIC HALL:	11
VII.7. REASONS FOR TERMINATION OF LEASE:	11
VII.8. LEASE AGREEMENT AND USAGE POLICY:	Error! Bookmark not defined.
<b>Appendix A: Founder's Lobby Reception Rental</b>	<b>13</b>
<b>Appendix B: Rental Marketing Guidelines</b>	<b>14</b>
<b>Appendix C: Estimated Expenses Calculator</b>	<b>15</b>
<b>Appendix D: Seating Chart</b>	<b>17</b>
<b>Appendix E: Contact Information</b>	<b>18</b>

The following Usage Policy applies to all events presented in The Music Hall and must be considered an integral part of any Lease Agreement between Lessee and The Music Hall. By signing the Lease and Usage Policies Agreements, Lessee agrees with all terms and policies contained herein.

## Section I: BASIC PROVISIONS

### I.1. LESSEE ACCEPTS AS IS:

The Music Hall or The Music Hall's agents have made no representations or promises with respect to the said building or leased premises except as herein expressly set forth. The utilization of the leased premises by Lessee shall be conclusive evidence, as against Lessee, that Lessee accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was taken.

#### I.1.A. Heat, Utilities, Etc.:

As part of this agreement, The Music Hall will provide heat, electrical power and water. Note: in the event of increases in fuel and/or utility charges prior to Lessee's use date(s), The Music Hall reserves the right to add a pro-rated surcharge on the Lessee's rental rate to cover the additional costs.

#### I.1.B. Sublet/Use:

Lessee may not sublet the rented space, or in any way assign the rented space to any other person or organization. Lessee may not utilize the rented space for any purpose other than what is specified in this agreement.

#### I.1.C. Presenter Services:

The Music Hall, in addition to rental of the facility, has certain services available to the lessee. These services are outlined in the appropriate sections of this Agreement and are expected to be accepted or declined at the time of Lease Agreement signing.

### I.2. COMPLIANCE WITH LAWS AND LICENSING:

#### I.2.A. Compliance with Laws:

No activities in violation of Federal, State or Local laws, or of the Board of Health requirements, shall be permitted on The Music Hall premises, and it shall be the responsibility of the Lessee, while under the term and period of this Agreement, to enforce this provision.

#### I.2.B. License/Permits/Copyrights:

The Lessee shall obtain and pay the fee for all licenses and permits necessary to conduct operations arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. Lessee agrees to indemnify, defend and hold harmless The Music Hall from any claims or costs, including legal fees, which might arise from question of use of any such material described above. The Music Hall may require evidence of such licenses being in effect, with such licensing organizations as ASCAP, BMI and SEAC.

#### I.2.C. Recording and Broadcast:

Lessee agrees that no recording (either visual or audio) or broadcast (either live or pre-recorded) of any kind will be made of the event covered by this Agreement without prior written approval from The Music Hall. The Music Hall has the right to require payment for said privilege.

#### I.2.D. Fire/Safety Codes:

All sets, costumes, props, flash pots, laser equipment, and any other materials used by the Lessee must conform to all existing fire and safety codes. The provisions of the fire prevention code that prohibits smoking, flammable decorations, open flames, and explosive or inflammable fluids, gases and compounds must be observed. The Music Hall requires written evidence that all such codes have been observed and that operators have the required licenses, especially the codes and licenses obtaining in the State of New Hampshire and the City of Portsmouth. The Music Hall staff and Board reserve the right to make announcements regarding safety issues at any time during the lessee's use of the facility, including prior to or during the presentation or/ performance itself. Portsmouth Fire Code prohibits the use of and sale of standing room tickets.

#### I.2.E. Non-Resident Aliens:

Should the artist(s) to be presented by the Lessee be a non-resident alien individual, partnership or corporation, the Lessee expressly agrees to perform all obligations and to assume all liabilities as the withholding agent pursuant to the requirements of Section 1441 and 1442 of the Internal Revenue Code and the Federal Regulations promulgated thereunder. It is recommended that the Lessee stipulate in its contracts with artists that artists' managements are responsible for performing these functions.

### I.3. LESSEE MUST PROVIDE TO MANAGEMENT:

#### I.3.A. Tax Exemption:

Non-profit, tax-exempt organizations shall submit to the Executive Director such tax-exempt certificates as shall pertain. The Music Hall will keep such certificates on file, although The Music Hall Executive Director may require re-filing from time to time. In order to obtain non-profit discount the renting entity must be a registered 501c3 not-for profit.

#### I.3.B. Signed Contract for the Act:

Lessee agrees to furnish The Music Hall, at the time of Lease agreement signing, or as soon thereafter as possible, a copy of the signed contract between Lessee and the Act to be presented. Portions of this signed contract concerning financial arrangements with lessee may be excised.

### I.4. PUBLIC SAFETY:

The Lessee shall neither encumber nor obstruct the sidewalk in front of the theater, nor the entrance hall, stairs, exits, lobbies, and audience chambers, nor allow the same to be obstructed or encumbered in any manner. Lessee further agrees not to bring onto the premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to

property thereon without the prior approval of The Music Hall. The Music Hall shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.

**I.5. RESPONSIBILITIES IN EVENT OF CANCELLATION:**

In case of cancellation by the Lessee of a scheduled public event that falls within sixty (60) days of the performance date it shall be the responsibility of the Lessee to make a reasonable number of public announcements, at Lessee's expense, concerning the cancellation as soon as possible following the cancellation decision. When the Lessee requests a cancellation, it is the responsibility of the Lessee to notify daily newspapers, news departments at commercial television stations, and any radio stations on which advertisements for the event were run. The Lessee shall also be liable for any reimbursements to The Music Hall for staff time expended in preparation for the canceled event and for any technical or office materials used for the event. (See also BOX OFFICE REFUND CHARGE, Section IV. 2 H.d. and FEES AND PAYMENTS, Section VI. 3.) The Music Hall reserves the right to require forfeiture of all deposits made by Lessee and may additionally require further penalty payments.

**I.6. INTERRUPTION OR TERMINATION OF SHOW:**

The Music Hall shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when, in the sole judgment of The Music Hall, such act is necessary in the interest of public safety.

**I.7. EVACUATION OF FACILITY:**

Should it become necessary in the judgment of The Music Hall's management to evacuate the premises because of a bomb threat or for other reasons of public safety, the Lessee will retain possession of the premises for sufficient time to complete presentation of his activity without additional rental charge, providing such time does not interfere with another Lessee. If at the discretion of The Music Hall Executive Director or his/her designated representative it is not possible to complete presentation of the activity, rental charge shall be forfeited, prorated, or adjusted at the discretion of The Music Hall Executive Director based on the situation, and the Lessee hereby waives any claim for damages or compensation from The Music Hall.

**I.8. DAMAGE RESPONSIBILITY:**

Lessee shall be responsible for any and all damages to The Music Hall premises or extraordinary charges incurred by The Music Hall caused by acts of Lessee or Lessee's agents, employees, patrons, guests, and artists, whether accidental or otherwise. Lessee further agrees to leave The Music Hall premises in the same condition as existed at the time Lessee took possession. Ordinary wear and use is excepted. The Music Hall reserves the right to retain a portion of Lessee's box office revenues until Lessee's show load-out is successfully completed.

**I.9. HOUSE RULES:**

**THE HOUSE RULES WILL BE ENFORCED AT ALL TIMES**, and The Music Hall reserves the right to enforce these rules summarily, if necessary by eviction of offenders from The Music Hall's premises. Such enforcement will take place through the authorized House and Stage Managers when they are available, and directly by The Music Hall management when they are not.

**I.9.A. Hours:**

All performances must end by 11:00 p.m. Load out must end by 1:00 am.

**I.9.B. Backstage Access:**

If required by Artist or Lessee, the Lessee is responsible for arranging a system of backstage access control through the Agreement period, advising The Music Hall Management of nature of said system upon arrival in the theater and insuring that The Music Hall personnel and/or their agents are approved at all times for such access. It is suggested that the artists not greet the public onstage or in the dressing room areas due to the limitation of backstage space and hazards caused by theatrical equipment, but instead use the lobby or foyer areas in the front of the theater. If Lessee establishes no access control, a Music Hall usher will routinely cover only stage door access from the auditorium, unless ushers are being provided by Lessee, in which case this will be left to the discretion of the Lessee. The Artist or Lessee must supply a minimum of four (4) backstage access cards, patches or appropriate identification materials. These materials must be presented to The Music Hall management no later than two (2) hours before curtain time.

**I.9.C. Smoking in Theater:**

Smoking will not be permitted in the theater and is expressly forbidden in the auditorium and on stage. The crossover is a non-smoking area. Failure to comply with these rules will result in immediate eviction from the premises by Music Hall management. In the event Lessee will be providing ushers, such staff are expected to be apprised of this rule and to be on hand THROUGHOUT THE PERFORMANCE to enforce it (NO food or drink may be consumed in the auditorium or on stage areas with the exception of the green room and dressing room areas).

**I.9.D. Accessible Seating and Care:**

Due regard shall be paid at all times by Lessee's staff to the individual needs of handicapped patrons. Row A, seats, 1,3,5 and 7 are designated accessible seating and can be removed (in pairs) to accommodate up to 2 patrons in wheelchairs. Row B, seats 1,3,5,7 and 9 are reserved for caregivers and/or guests. All accessible seats (Rows A and B) will be held through the day of the performance for special needs patrons, or until such time as a sold out house is imminent.

**I.9.E. Conduct of Lessee's Staff:**

**a)** In the case when lessee's front-of-house staff (including volunteers) is working in the theater in the view of the public (ushers, ticket-takers, treasurers, etc.) will be expected to dress and conduct themselves in a manner appropriate to a community-oriented performing arts center, i.e. the ingestion of alcohol or drugs or signs of such ingestion, the use of foul language, improper dress, or any rudeness to the theater patrons will not be permitted.

**b)** Lessee's staff working backstage (including contractors and volunteers) shall conduct themselves in a professional manner at all times while in the theater, with due regard for the safety of people and equipment. The ingestion of alcohol or drugs or signs of ingestion will not be permitted. Backstage personnel are expected not to appear in the front-of-house public areas except on the Lessee's business, and then will conduct themselves in the manner outlined above (paragraph I.9.E.a.)

**I.9.F. Animals:**

No animals will be permitted in any areas of The Music Hall except as is specially required for an act on stage or as a service animal for a person with a disability. If either is to be the case, The Music Hall Management must be so notified in advance.

**I.9.G. Vehicle Parking:**

There will be no parking of Lessee's vehicles at the rear of The Music Hall or on Music Hall property. There will be no Parking on Porter or Chestnut Streets with the exception of vehicles in the act of loading or unloading. There will be no parking of Lessee's vehicles in the Rockingham Parking Lot. Movement of these vehicles shall be as directed by The Music Hall Management, and no vehicles shall be left unattended at any time. Parked vehicles using Porter Street for loading or unloading must turn off engine when parked. No loading or unloading may occur on Porter Street after 1:00 a.m. or before 8 a.m. for any reason.

**I.9.H. Fire Door Ingress/Egress:**

Must be maintained at all times to a width of 44 inches.

**I.9.I. Sound/Light Board Seat Kills:**

In the event that Lessee, artist or contractor does not wish rows N, O and P in the center section, seats 101-110 (30 seats) held for sound/light boards, it is required that a Music Hall Production Supervisor and Box Office Manager be notified in writing. Without prior notification, these seats will be held until Lessee's technical needs have been verified by The Music Hall's Technical Director.

**I.9.J. Infant Policy:**

Patrons to any event held at The Music Hall are discouraged from bringing infants to performances. If disturbances result, the parent may be asked to sit in the back of the theater or if necessary to leave the facility.

**I.9.K. Alcohol Consumption:**

Alcohol consumption by employees (compensated or not) is prohibited by NH State Law (Title XIII RSA 179:20.II). Lessees and the Lessees agents are prohibited from consuming alcohol on the premises while working. This includes performers.

## Section II: RENTAL RATES

Rental Rates include use of the theater on the day of the performance, 906 seats (528 orchestra; 378 balcony) for general admission or reserved seating, 800 seats for general admission films; use of the in-house light board, 24 instruments with 12 2.4k dimmers; legs, borders and travelers, main curtain and cyclorama (house hang); Clear-Com System for 3 personnel; 1 lectern/podium; Sound System sufficient for and including 1 microphone, 1 stand and 1 monitor; hearing impaired listening system; one box office staff person for 4 hours (2 hours prior to performance). In order to obtain non-profit discount the renting entity must be a registered 501c3 not-for profit.

**II.1. BASE RENTAL**

(8 AM - Midnight on day of performance)

Commercial Renters	\$950	vs. 12% of gross box office receipts, whichever is greater with a cap at \$1500.00
Non-Profit Renters	\$600	
Out of Region Non-Profit Renters	\$800	
Corporate meetings*	\$2550	

\* any event that does not utilize The Music Hall box office will be subject to the Corporate meetings rate. This applies to ALL LIVE NON-TICKETED EVENTS.

**II.2. ADDITIONAL PERFORMANCES ON THE SAME DAY:**

Commercial	\$500
Non-profit	\$325

**II.3. LOAD-IN PRIOR TO PERFORMANCE AND LOAD-OUT FOLLOWING PERFORMANCE:**

Commercial and non-profit: \$250 (8AM-6PM only, stage clear to allow for evening film).

**II.4. MINIMUM REQUIRED LABOR EXPENSES:**

Technical Director*	\$300/day rental; plus \$45/hr after 10 hours.
Production Manager*	\$28/hour minimum 4 hour call; time and one-half after 10 hours.
Stage Hands*	\$20/hour/person; minimum 4-hour call; time and one half after 10 hours. (Light, Sound, Deck)
House Manager**	\$250/day rental; plus \$37.50/hr after 10 hours. For set up and restore.
	\$20/hr/person for performance responsibilities, # of HM needed at TMH's discretion.
Projectionist	\$20/hr. for set-up, run & strike; minimum 4 hour call; time and one half after 10 hours.

\* Technical Director, Production Manager and at least one (1) stage hand required at all times Lessee's personnel or equipment is on the premises (on occasion and agreed upon by Lessee, work may have to commence prior to that time to complete requirements of the artist's Technical Rider.)

\*\*House Manager must be on duty at all times the public is on the premises as well as a reasonable amount of time prior to and after patrons are on the premises in order to set-up and break-down as necessary. TMH reserves the right to require more than one House Manager based on audience needs.

**Additional labor may be required to accommodate an artist's Technical Rider; The Production Staff can assist you in determining those needs. See section IV.3 for rates.**

## Section III: INSURANCE/SECURITY/PERFORMANCE BONDING

### III.1. INSURANCE:

#### III.1.A. Public Liability:

Lessee shall carry comprehensive liability insurance in the amount of not less than \$500,000 for injury to any one person and \$1,000,000 for any one occurrence, and property damage insurance in the amount of not less than \$50,000, furnishing The Music Hall evidence of said insurance with a company licensed to do business in the State of New Hampshire, before event is to be put on sale. SHOULD THE MUSIC HALL NOT RECEIVE SAID EVIDENCE IN THE FORM OF A COMPLETED CERTIFICATE AS STATED, THE MUSIC HALL RESERVES THE RIGHT TO CANCEL THE LESSEE'S EVENT. IN SUCH A CASE, THE MUSIC HALL SHALL REQUIRE PAYMENT IN FULL OF THE CONTRACTED RENT AS LIQUIDATED DAMAGES, PLUS ANY ADDITIONAL EXPENSES INCURRED, AND THE LESSEE AND THE MUSIC HALL SHALL BE RELIEVED OF ANY FURTHER OBLIGATIONS UNDER THIS AGREEMENT.

#### III.1.B. Additional Insured:

FRIENDS OF THE MUSIC HALL SHALL BE NAMED AS ADDITIONAL INSURED. EVIDENCE OF SUCH INSURANCE MUST BE PROVIDED AS IN PARAGRAPH II.1.A.

### III.2. INDEMNITY:

The Lessee shall indemnify and hold harmless The Music Hall and Friends of The Music Hall against any and all liability, penalties, damages, expenses and judgment by reason of injury or claim of injury or property, of any nature and however caused, arising out of the use, occupation and control of the leased premises, or the streets, alleys and sidewalks adjacent thereto by the Lessee at any time during the term of the Lease. The Lessee is hereby subrogated to any rights of The Music Hall against any other parties whomsoever in connection therewith. The Music Hall shall promptly deliver to the Lessee the original or a true copy of any summons or other process, pleading or notice issued in any suit or other proceeding to assert or enforce any such claim. The Lessee shall have the right to defend any such suit with attorneys of its own selection. The Music Hall shall have the right, as it sees fit, to participate in such defense at its own expense.

### III.3 THE MUSIC HALL WILL NOT BE RESPONSIBLE FOR:

Any damage or loss to Lessee's property, or that of the Lessee's agents, employees, etc.

### III.4. MUTUAL WAIVER OF SUBROGATION:

To the extent of insurance proceeds actually received, and to the extent permitted by the party's insurance contracts, the parties hereby waive any right of subrogation that such insurance companies may have against The Music Hall or Lessee.

### III.5. SECURITY BOND/DEPOSIT:

The Music Hall reserves the right to require the Lessee to post a security bond or deposit in the form of cash or deposit in the form of certified check, or to arrange posting by a duly accredited bonding company, in the event that The Music Hall deems it necessary.

### III.6. SECURITY GUARDS:

The Music Hall, at its discretion, may require the Lessee to provide at its expense a number of paid professional security guards. The Music Hall also reserves the right to a) require a complete "bottle check" with body frisk upon admission, b) limit re-admission to the theater once an audience member is in the hall, and c) direct the positioning of the security personnel within the building. The numbers and work hours of the required security personnel will be established at the time of contract negotiation.

## Section IV: BACKSTAGE AND TECHNICAL

See Section II.4 for minimum Music Hall House Crew

### IV.1. STAGE STAFF

It is required that the Lessee furnish a representative who will act for the Lessee in technical matters during set up, run, and strike and who will be responsible for the action of Lessee's crew and the touring crew (if any). This representative will be in personal contact by telephone or mail with the Technical Director of The Music Hall a **minimum of two weeks in advance of the opening show date** to exchange any necessary technical information and establish the crew call and be on site at all times during load in/out and performance.

#### IV.1.A. The Music Hall Technical Director:

The Music Hall will provide the services of a Technical Director to consult Lessee on its technical needs in the hall, provide technical information on The Music Hall, and call stage crews and arrange for equipment rental as needed (see below). The Music Hall Technical Director does not in his/her normal duties design scenery, lighting, or act as a stage manager or act as stage crew for Lessee. Such additional services may be negotiated independently between Lessee and The Music Hall and will be charged to Lessee as an additional cost. The Music Hall requires that the Lessee employ a Technical Director on the day of performance at a rate of \$300/day and time and one half (equal to a rate of \$45 per hour) after a continuous ten-hour call on the day of the event.

#### IV.1.B. Production Manager:

The Music Hall requires that the Lessee employ a Music Hall Production Manager on the day of performance at the rate of \$28/hour for set-up, rehearsal, run & strike; minimum 4-hour call; time and one-half after 10 hours.

#### IV.1.C. Stage Crew:

Lessee will bear the total costs of a stage crew for the setting up, running and striking of the show, as shall be determined necessary by mutual agreement of the Lessee and The Music Hall. Use of the Music Hall stage systems will be directed and operated by Music Hall staff only, to be called as necessary. The crewmembers, unless otherwise agreed to in advance by The Music Hall, will be experienced stage workers, working as paid professionals for the Lessee. Lessee will have directed the crew to remain on call throughout the strike of the show

and until The Music Hall stage and equipment has been restored to the condition and locations in which it existed upon the arrival of the Lessee in the theater. The Music Hall's Technical Director will have complete authority to evict any crew member from the theater in the event that he/she is intoxicated or otherwise in violation of normal codes of respectable behavior, and will have veto power over any selection of crew members based upon past experience with those individuals in the theater. At the discretion of The Music Hall, the Lessee will be required to post a Security Deposit (See II.5. above) in advance of the show at the time of signing the Lease Agreement, or The Music Hall may withhold a portion of the final settlement until the successful completion of the strike. In the event that any of the Lessee's crew members need to be replaced or that they are not available to complete the restoration of The Music Hall stage and equipment to its original condition, The Music Hall Technical Director will be authorized to call in crew and the costs of this emergency crew will be the responsibility of the Lessee. A minimum of one stage hand is necessary for set-up, rehearsal, run and strike at rates specified above

#### **IV.1.D. Calling Professional Stage Crews:**

Unless Lessee is working through another contractor all crews will be called through The Music Hall. Non-professional crews for non-professional events will be provided by the Lessee under the supervision of the Lessee's Stage Manager (see III.1.A.) and subject to review and approval by The Music Hall Technical Director. Final determination of events falling into the "professional" category shall rest solely with The Music Hall management.

#### **IV.1.E. Payment of Professional Stage Crews:**

Labor costs and service fees for all professional crews operating in The Music Hall shall be payable by the Lessee at the time of each performance unless otherwise agreed upon in advance. It is normal procedure for the crew costs to be deducted from the Lessee's gross box office revenue unless other prior arrangements are made between Lessee and The Music Hall. If, in The Music Hall's estimation, the Lessee's box office revenue being held by The Music Hall Box Office will be insufficient to pay the stage labor plus additional costs incurred through The Music Hall, The Music Hall will require the Lessee to provide additional cash in advance of the event's commencing sufficient to cover all above costs.

### **IV.2. STAGE EQUIPMENT**

#### **IV.2.A. Lighting Equipment:**

The lighting equipment available in the hall is listed in Section III.3 **Equipment Rental Rates**. Packages of lighting instruments as listed are available for rental by the Lessee per performance day and /or rehearsal day booked in conjunction with a performance day, assuming this day does not include a technical/dress rehearsal, in which case it will be considered a performance day. All rental of additional lighting equipment will be made through The Music Hall unless agreed otherwise. The Music Hall's cable will be included at no additional charge. Use of The Music Hall's basic work lights on non-dim circuits will not be charged. Charges cover equipment use only, and do not cover labor costs to hang, cable and patch, focus or gel equipment to Lessee's specifications. Note: There are no lighting instruments hung permanently on stage in The Music Hall. Note: If Renter or Performer requires a complete strike of the in-house lighting package, an additional fee of \$300 plus labor costs to remove and restore will be charged.

#### **IV.2.B. Stage Dressings in the Hall:**

A full set of "soft goods" as well as other miscellaneous stage dressings are available for rent (see **Theatre Equipment Rental Rates**). The Lessee will also pay the costs of a stage crew moving the dressings from their standard or storage positions. Likewise, should the Lessee require positioning of dressings prior to his/her arrival in the hall, a rental charge for the hours necessary for this pre-hanging will be added to the total hall rental charge. Finally, should any movement of dressings be necessary, the Lessee will pay the time and labor costs of returning the goods to their standard positions following the performance. Standard positioning is determined by The Music Hall Production Manager and is based on the most commonly required positioning anticipated for the performance season.

#### **IV.2.C. Additional Equipment:**

Additional equipment such as any sound equipment, additional lighting, dimmer boards, risers, follow spots, piano, etc. are available to rent locally through The Music Hall. A 10% administrative fee will be added to all outside vendor rentals arranged through The Music Hall. Contact the Production Manager for further information.

#### **IV.2.D. Film/Video:**

On-site 35mm film and/or Video, High Definition Projector, DVD and PowerPoint presentation can be arranged (see IV.3 **Equipment Rental Rates**). For feature films, Film Distributors take an average of 40% of gross film revenue. The Music Hall can act as the agent for the Renter to the Distributors to negotiate for film rental and shipment for a 10% of gross revenue administrative fee. Rental and shipping fees are solely the responsibility of the Renter. Please contact The Music Hall's Film Series Manager (ext. 11) for more details.

#### **IV.2.E. Technical Rider:**

The technical rider and any other information outlining the exact requirements for a specific event is needed no later than seven (7) days prior to the On Sale Date of your event to determine sight obstruction and lighting/sound seat kills.

### **IV.3. EQUIPMENT RENTAL RATES (beyond what is included in Base Rental)**

The Base Rental provides stage equipment sufficient for most lecture/demonstrations or solo (non-musical) performances only. Larger shows will require additional equipment at the rates listed below. The Music Hall Production Staff can assist the Lessee in determining the exact needs.

#### **RATES:**

##### **Lighting Package (Concert/Band or Mid-Sized Dance Concert):**

Commercial rate: \$750/ day.

Non-Profit rate: \$550/ day.

##### **Follow-spots (2 weeks advance notice required):**

Commercial and Non-Profit rate: \$200/day/spot plus a one time \$150 delivery charge and operator at standard crew hourly charge.

Weekly rental costs on request.

##### **Headsets/Communication:**

Commercial rate: \$25/day/unit  
 Non-Profit rate: \$20/day/unit

**Sharkstooth Scrim**

Commercial rate: \$60/day  
 Non-Profit rate: \$50/day

**Marley Dance Floor**

Commercial Rate: \$50/day  
 Non-Profit rate: \$40/day

**Projection Equipment:**

35mm Film Projector  
 Commercial rate: \$500/day (plus operator at \$20/hr beyond 4 hours)  
 Non-Profit rate: \$350/day (plus operator at \$20/hr beyond 4 hours)  
 High Definition Digital Projector  
 Commercial rate: \$500/day up to four hours from first use, \$20/hour beyond four hours.  
 Non-Profit rate: \$350/day up to four hours from first use, \$20/hour beyond four hours.

**Sound Equipment:**

Extra vocal (SM58) or instrument (SM57) mic set-up \$10/per set-up/day  
 Floor mics (set of 3 PCCs) \$25/day  
 DI box \$5/day  
 CD Player \$25/day

The Music Hall can assist in renting additional equipment not in the Music Hall's stock and retains the right to refuse admittance of equipment or personnel determined to be unsafe. The Music Hall will retain a fee equal to 10% of the total charge from an outside equipment Vendor for overhead expenses in relation to arranging for said outside rental.

## Section V: FRONT-OF-HOUSE

**Front of House Costs:**

Box office set-up fee	\$150.00				
Ticketing Commission	6 %	Of gross sales	Consignment (GA only)	\$50.00	Plus \$25 for each additional
Ticket stock charge	\$0.25	Per printed ticket	No intermission fee	\$200.00	
M.O.P. Fee	\$2.75	Per ticket printed	Bar/Concessions closure fee	\$200.00	
			Cleaning Fee	\$200.00	Per performance

**Ticketing Services are subject to certain charges, stipulations and advertising regulations as follows:**

**V.1. OPENING DAY OF SALE:**

Tickets will not go on sale until TMH has received a copy of the Rental agreement signed by both parties, a deposit of no less than **\$1000.00** and a certificate of insurance from the Lessee. The Opening Day of Sale will be established by mutual agreement with The Music Hall's Box Office. The Box Office will make every effort to accommodate the wishes of the Lessee within the following restrictions (TMHBO reserves the right to postpone the Opening Day of Sale if any discrepancies occur): The Lessee will provide complete ticket information to TMHBO at least two weeks prior to the Opening Day of Sale. This information should include the choice of Ticketing Service Package, ticket prices, all applicable discounts to be offered, and copies of press releases and other public information on the event. The Lessee may not permit the public announcement that "tickets are on sale now" until the Opening Day of Sale has occurred. In the event that the Lessee permits such announcement to be made and TMHBO is forced to correct this error to the public, THMBO reserves the right to increase its service charge by a pro rata amount of its complete staffing and Box Office overhead costs for additional work.

**V.2. LESSEE ON-SITE REPRESENTATIVE:**

Lessee will furnish an authorized representative who is available throughout the Lease period for consultation and decisions on all matters relating to the production. This person will be the sole person authorized to resolve problems and conflicts and to negotiate any alterations in performance procedure with the staff of The Music Hall.

**V.3. HOUSE MANAGER, THEATER USHERS, and TICKET TAKERS:**

A Music Hall House Manager is required for set-up, and the run of the Front of House at a rate of \$250/day rental; beyond 10 hours \$25/hr. Ushers are required. The Music Hall Volunteers provide additional front of house services (ticket takers & ushers) at no charge. Donations to the volunteer usher program are accepted.

**V.4. TICKETING EXCLUSIVITY:**

No other tickets, ticketing services or vouchers will be produced for or honored by TMHBO other than its own. All events taking place at The Music Hall will be ticketed by TMHBO, solely and exclusively, unless otherwise stipulated within the General Admission Service Package.

**V.4. BOX OFFICE BILLING ON PROMOTIONAL MATERIALS:**

In all advertising for public events Lessee must include some variation of the following information that appears in quotations (see **Appendix A: Marketing Guidelines**):

- A: "Tickets available at The Music Hall, 28 Chestnut Street, Portsmouth, NH, 03801."
- B: " by phone at (603)-436-2400" (TMHBO accepts Visa, American Express, MasterCard and Discover)
- C: or online at [www.themusicHall.org](http://www.themusicHall.org)
- D: "For tickets & information call The Music Hall's Box Office at (603)-436-2400."

**V.5. M.O.P. FEE:**

Printed ticket price will include The Music Hall's \$2.75 Maintenance, Operation, and Preservation fee.

**V.6. MISLEADING INFORMATION:**

The Music Hall reserves the right to not display or supply printed information that it deems is incorrect or misleading to the public.

**V.7. EVENT ANNOUNCEMENT DATE:**

The Lessee may not publicly announce an event at TMH until both parties have signed TMH Rental Agreement. In the event that the Lessee permits such announcement prior to this point, TMHBO reserves the right to cancel or postpone the Opening Day of Sale and to hold the Lessee legally accountable for damage and incurred costs,

**V.8. TICKET HOLDS:**

- Three pairs of complimentary tickets will be held for use at the Box Office Manager's discretion.
- Three pairs of house seats in prime locations will be held by TMHBO to be sold at full ticket price at the Box Office Manager's discretion. TMHBO will release these seats for sale to the general public no less than forty-eight hours prior to curtain time if not used.
- TMHBO will be presented with a complete list of presenter comps, including guest list, promotional giveaways and number allocated for the performer's guests no later than 24 hours prior to the event. The list will include full names of those to receive tickets, and exactly how many tickets they are each to be issued. TMHBO reserves the right to refuse Lessee's requests for comps should this stipulation not be met.
- TMHBO will withhold from sale 30 tickets to accommodate potential sound and lighting equipment within the auditorium, until released by The Music Halls' Production staff. (Refer to I.9.1 for seat locations).

**V.9. TICKETING SERVICE PACKAGES:**

**Box Office Set-up Fee is \$150.**

**The seating capacity is 906 seats for live events and 800 seats for film events.**

The Lessee must choose one of the following ticketing service packages:

**Assigned Seating: 906 Seats**

Gold Section:	224 seats	Prime seating- rows Z-K in center orchestra and first two seats of rows Z-K in left and right orchestra, rows AA-CC in center balcony
A-Section	413 seats	Secondary seating- all non-Gold seats (balcony and orchestra) offering a full view of the stage
B-Section	204 seats	Partial view seating in orchestra from which view of stage is affected by balcony support posts, and partial view seating in balcony with an angular view of stage
C-Section	65 seats	Partial view seating in orchestra located directly behind balcony posts, partial view seating in balcony with an increased angular view of stage

Auditorium seating is divided into four sections as indicated above. A different price point may be set for each section, or by combining any two or more of the sections.

**Example 1: Four Price Sections**

Gold= \$40  
A= \$30  
B= \$20  
C= \$10

**Example 2: Two Price Sections**

Gold & A= \$40  
B & C= \$20

**Example 3: 1 Price**

All seats one price

(For a detailed map of auditorium seating see **Appendix C: Seating Chart**).

**General Admission: No assigned seating, 906 seats.**

**Film General Admission: No assigned seating, 800 seats.**

**V.10. SERVICE CHARGE:**

In addition to the initial Box Office Set-up Fee the Lessee will be charged the following fees for associated Box Office expenses:

**V.10.A. 6% Ticket Commission:**

Applied to gross sales. Includes bank charges on all credit card transactions.

**V.10.B. Ticket stock charge:**

Ticket stock charge of \$0.25 per ticket printed, including any tickets printed for the purpose of off-site consignment sales.

**V.10.C. M.O.P. Fee:**

Maintenance, Overhead and Preservation fee of \$2.75 per ticket printed. Twenty promoter complimentary tickets will not incur the M.O.P. fee, but any additional complimentary tickets over 20 will incur the MOP fee. This fee will not be applied to consignment tickets returned.

**V.10.D. Payment by Check:**

TMHBO reserves the right to refuse checks as payment for ticket purchases within 7 days prior to the event and will charge to Lessee for any fees associated with unpaid checks.

**V.10.E. Cancellation:**

In the event that the Lessee's event is postponed or canceled and ticket refunds are necessary though TMHBO, Lessee will be charged a \$0.25 refund fee per ticket returned.

**V.10.F. Phone Processing Fee:**

All patrons purchasing tickets by phone with a credit card will be charged a \$3 handling fee per ticket to a maximum of \$15.00. This handling fee is non-refundable, and will benefit The Music Hall exclusively.

**V.10.G. Consignments for off-site sales**

may be arranged through the Box Office for General admission shows only, with an initial service charge of \$50, plus \$25 for each additional consignment.

**V.10.H. VIP seating and special Guest-list maintenance**

may be arranged with the Box Office for Assigned Seating shows at an additional charge, to be negotiated with and agreed upon by TMHBO prior to the set-up of the performance.

**V.10.I. Additional Services:**

TMH reserves the right to charge for any additional Box Office and Front of House services required for the performance not detailed in this document.

**V.10.J. Ticket Stock:**

The Music Hall has exclusivity to print logos and the like of their affiliates, partners, and sponsors on ALL Music Hall ticket stock.

**V.11. CONCESSIONS:**

The Music Hall reserves and retains to itself the right to operate, license or permit others to operate, during the period of this Agreement, any and all concessions at or in The Music Hall not specifically granted to the Lessee. The Music Hall will normally operate food and drink concessions and alcohol (to the sole benefit of The Music Hall), as well as the disbursement of non-food items, information on upcoming events, and information and promotion of The Friends of the Music Hall and its activities. All Music Hall concession item prices are fixed and not open to negotiation. Lessee does not have the authority to permit concession sales by any Artist or Artist's concessionaire under the terms of this lease without the permission of The Music Hall.

**V.11.A.** The Music Hall reserves the right to use such areas that are, in its opinion, necessary for such concessions.

**V.11.B.** The Music Hall will determine which concessions will be in operation during the period of the Agreement.

**V.11.C.** The Music Hall will receive 20% of gross receipts for all concessions permitted to be sold by Lessee or Lessee's artist's representative unless otherwise requested and agreed to by The Music Hall in advance. Lessee shall provide labor for such sales and insignia and/or badges must be worn in a visible fashion by all rental staff, and crew.

**V.11.D.** All settlements of concession percentages with The Music Hall will be conducted in cash between Lessee or Lessee artist's and The Music Hall House Manager immediately following the closing of the concession stand(s).

**V.11.E.** No free samples of food, beverage or any product may be given away or otherwise distributed without prior written approval of The Music Hall.

**V.11.F.** The Lessee must notify the Music Hall on signing contract if they do not wish to have alcohol sold at their event.

**V. 12. NO INTERMISSION and/or BAR/CONCESSIONS FEE:**

The Music Hall will charge \$200 for any event that does not include an intermission. In the event the Renter requests the complete closure of the Bar/Concessions area during or immediately surrounding the performance, an additional \$200 fee will be charged.

**V.13. CLEANING FEE:**

A cleaning fee of \$200/day will be assessed for all rentals. This covers the cost of cleaning the auditorium, lobbies, bathrooms and dressing rooms. The Music Hall reserves the right to increase this fee when there are additional performances on the same day.

## Section VI: ADVERTISING AND PROMOTION

Please refer also to **Appendix B: RENTAL MARKETING GUIDELINES.**

**VI.1. EVENT ADVERTISING:**

In all public advertising for the event, Lessee will announce The Music Hall (NOT the Portsmouth Music Hall) prominently as the location of the event, and will indicate that tickets are on sale at The Music Hall Box Office as outlined in the **Box Office Section** above. Where space is available, Lessee is also requested to list the mailing address of The Music Hall Box Office and the Box Office telephone number. Lessee's advertising must in no way imply a partnership with or endorsement by The Music Hall of Lessee's event. Any use of The Music Hall's Name except as specifically referred to herein is expressly prohibited without the written consent of The Music Hall. The Music Hall reserves the right to assess penalties if the provisions of V.1. are not adhered to.

**VI.2. POSTERS, FLYERS AND DISPLAY CASES:**

The Music Hall will make a reasonable effort to provide poster and flyer space for Lessee's shows in The Music Hall lobby in advance of the performance date, though not before tickets are available for sale at The Music Hall Box Office and generally no sooner than 4 weeks prior to the event. Lessee is requested to deliver all materials to The Music Hall as soon as they are in print. Timing and location of placement will be completely in the control of The Music Hall, although Lessee's requests will be honored where possible. Display of Lessee's materials will be non-exclusive and information on other public events will be on display. Title of show must remain constant and be stated on contract, as it should be printed in all MH publications. Title must begin with "(Renter's name here) presents" then the performance title. Renters must not reproduce The Music Hall's logo. All

publicity and promotions shall list the location of The Music Hall first: "28 Chestnut Street, Portsmouth, NH" followed by the box office phone number "603-436-2400" and the website address [www.themusichall.org](http://www.themusichall.org). MATERIALS INDICATING TICKET AVAILABILITY THAT DO NOT INCLUDE SPECIFIC REFERENCE TO TICKET AVAILABILITY AT THE MUSIC HALL BOX OFFICE WILL NOT BE DISPLAYED.

**Furthermore, please understand that, due to extremely high event volume, the marketing department is in no way responsible for marketing your event unless specifically contracted to do so. We will, however, automatically list your event on TMH website and include your event in our "NOW @ the music hall" calendar listing—free of charge. Any additional services must be discussed as outlined above.**

#### **VI.3. INCLUSION IN MUSIC HALL PROMOTIONS:**

The Music Hall will strive to ensure that event listings appear in the Music Hall's upcoming promotions, which include TMH website and calendar listings for the media. Renter must supply the Graphic Design & Print Publications Manager with a color picture (jpeg format) for inclusion on the website. At least one copy of all press releases and marketing materials must be submitted to the Graphic Design & Print Publications Manager as soon as possible, but not later than 3 weeks prior to the performance. Renter must supply the Marketing Director with a minimum 2-sentence description of the performance immediately upon signing of the contract.

#### **VI.4. MAILING LISTS:**

The Music Hall does not sell or rent mail, phone, or email lists. Organizations that sell tickets through The Music Hall's Box Office may, upon request, receive this information about their ticket buyers. TMH utilizes mail, phone, and email information to promote our own activities, allowing patrons the right to opt out of any or all these forms of communication at any time. TMH occasionally shares targeted ticket buyer mailing lists with organizations leasing the hall for one-time-use only, to promote activities that may be of interest to our patrons. Donor lists are never shared.

## **Section VII. FEES AND PAYMENTS**

#### **VII.1. ADVANCE PAYMENTS:**

The Lessee agrees to pay to The Music Hall in cash or by certified check, with the return of the signed Agreement, the deposits indicated on the LEASE AGREEMENT. All deposits are non-refundable. NOTE: The reservation of dates in the theater will not be considered confirmed nor will tickets be placed on sale prior to receipt of these funds.

#### **VII.2. NO CHARGING THROUGH THE MUSIC HALL:**

The Lessee will not charge to The Music Hall or directly to The Music Hall Box Office against anticipated revenues of any of the costs of the production. Should any bill or charges appear they will not be honored, and the creditor will be referred back to the Lessee for payment.

#### **VII.3. FINAL PAYMENTS:**

Complete rent and service fee settlement will be made as part of the Final Settlement with the Lessee's funds being held at The Music Hall Box Office (assuming those funds are sufficient to cover this total as well as stage hands and other expenses incurred through The Music Hall) or by cash or certified check from the Lessee (in the event that the Box Office receipts do not cover the costs) unless prior agreement is reached between the parties. **THE MUSIC HALL MAY NOT PERMIT THE SHOW TO PROCEED UNTIL SUCH SETTLEMENT OR AGREEMENT IS REACHED.** Final payment by Lessee of all The Music Hall expenses may be in the form of cash or certified check only - uncertified checks will not be acceptable without The Music Hall's advance consent.

#### **VII.4. SETTLEMENT:**

Final settlement for Commercial renters will take place immediately following the final performance. Final settlement for non-profit renters will take place three business days following the final performance unless otherwise agreed upon. A complete statement will be presented for the Lessee's approval, showing all income from ticket sales with deductions for all associated Box Office, and Marketing charges and Production expense.

##### **VII.4.A.**

Funds owed to the Lessee will be paid by TMH in the form of a Music Hall check.

##### **VII.4.B.**

Funds owed to TMH will be billed to the Lessee and must be paid within 30 days following the performance.

#### **VII.5. CANCELLATION BY LESSEE:**

Should Lessee desire to cancel this agreement and if notification is given in writing to The Music Hall within sixty (60) days prior to the date of scheduled performance, The Music Hall shall require payment in full of the contracted rent as liquidated damages, plus any additional expenses incurred, and the Lessee and The Music Hall shall be relieved of any further obligations under this Agreement. Should Lessee cancel more than sixty (60) days prior to the date of scheduled performance, but less than 150 days prior to the performance, The Music Hall shall require one half payment of contracted rental for liquidated damages. In the event of cancellation prior to 150 days in advance of the scheduled performance, the Lessee shall only be responsible for expenses incurred by The Music Hall as a result of said cancellation. Both parties may renegotiate any cancellation or postponement caused by circumstances unavoidable to the Lessee.

#### **VII.6. CANCELLATION BY THE MUSIC HALL:**

Should The Music Hall be destroyed or made unusable by fire or other elements, or by mob, strike, riot, war, or other civil disobedience, or should any part of The Music Hall be made impractical for use by any cause, The Music Hall may, at its discretion, terminate and void this agreement. If such termination occurs before the lease period begins, The Music Hall will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit any expense incurred to that time by The Music Hall in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to The Music Hall a pro-rata of the consideration plus any expenses incurred to The Music Hall to that time in connection with this Agreement, and The Music Hall will refund any part of the consideration already paid by Lessee which exceeds such amount. In the event of such termination, Lessee hereby waives any and all claims for damages or loss of profit or other compensation that might arise out of such termination.

#### **VII.7. REASONS FOR TERMINATION OF LEASE:**

The Music Hall may terminate this Lease if Lessee fails to perform any of its obligations herein set forth or appears to The Music Hall to be financially insecure, in violation of the law, or about to default under the terms of the Lease or the Usage Policy. Upon termination of the Lease Agreement for

whatever reason, Lessee agrees to promptly remove, at Lessee's expense, all its property from The Music Hall premises within 24 hours and to forfeit all advance payments made to The Music Hall.

**VII.8. LEASE AGREEMENT AND USAGE POLICY:**

Lessee agrees to observe and abide by the Lease Agreement and the Usage Policy outlined above, which includes the rules, regulations, and conditions governing the Lessee's use of The Music Hall. Lessee's signature on the Lease Agreement and initials below acknowledges receipt, review, and agreement with the terms and conditions of the Lease Agreement and Usage Policy.

**AGREED TO AND UNDERSTOOD:**

\_\_\_\_\_  
Lessee's Signature

\_\_\_\_\_  
Executive Director, The Music Hall

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Appendix A: Founder's Lobby Reception Rental

The Founder's Lobby can be rented separately for private parties or as part of a rental package.

1. **A reception for up to 75 people for an hour and half pre show/or after show.**
  - \$500 space rental
  - \$500 bar minimum- cash bar for your guests or you can purchase drink tickets to give out to your guests. Drink tickets provided by The Music Hall.
  - Coat check \$50
  - Founder's lobby will be open to the public 45 minutes before show time
  - If event is catered there is a \$250 set up charge. See catering information below.
  - Note: Box office is open to public during event, but the lobby space is off limits to the public during your event.
  - Your event is scheduled around show times and cannot take place during an event happening in the theater.
  
2. **A reception for up to 200 people, two hours pre-show or after show.**
  - \$1000 rental: includes both upper and lower lobby use.
  - \$750 bar min. cash bar for your guests or you can purchase drink tickets to give out to your guests. Drink tickets provided by The Music Hall.
  - Complimentary coat check
  - Both lobbies will be open to the public 45 minutes before show time
  - If event is catered there is a \$250 set up charge. See catering information below.
  - Note: Box office is open to public during event, but the lobby space is off limits to the public during your event.
  - Your event is scheduled around show times and cannot take place during an event happening in the theater.

\*\*\*Discounted group tickets are available for most shows: purchase 15 or more tickets and receive a 15% group discount. In addition get free coat check. Please contact Chris Greiner at 433-3100 x13 for ticket availability.

\*\*\* MUST USE DRINK TICKETS or cash bar. \$6 per ticket (beer/wine only).

\*\*\* IF EVENT IS POST PERFORMANCE— Founder's lobby bar closes at midnight.

## Catering information:

Billingsgate Event Catering:

Phone: 603-772-9965.

Fax: 603-778-3759

**Contracts & dates:** Programming Manager 603-433-3100 x19 or [tlagamma@themusichall.org](mailto:tlagamma@themusichall.org)

**Front of House Director:** Michael Tucker, 603-433-3100 x52 or [mtucker@themusichall.org](mailto:mtucker@themusichall.org)

**Box Office Manager:** Chris Greiner, 603-433-3100 x13 or [cgreiner@themusichall.org](mailto:cgreiner@themusichall.org)

## Appendix B: Rental Marketing Guidelines

**Monte Bohanan**, Electronic & New Technology Manager (ext. 16) or [mbohanan@themusichall.org](mailto:mbohanan@themusichall.org)

**Andree Van Oss**, Graphic Design & Print Publications Manager (ext. 20) or [avanoss@themusichall.org](mailto:avanoss@themusichall.org)

**Michael Tucker**, Front of House Operations Director (ext. 52) or [mtucker@themusichall.org](mailto:mtucker@themusichall.org)

**Zhana Morris**, Production Manager (ext. 17) or [zmorris@themusichall.org](mailto:zmorris@themusichall.org)

The Music Hall shares your interest in achieving success for your performance. We have established the following guidelines for your presentation at The Music Hall:

### Marketing Requirements:

In all marketing materials for your Music Hall show (e.g. posters, fliers or print advertisements), we require that the following be included:

- A current Music Hall Logo (contact our Graphic Design & Print Publications Manager.)
- The Music Hall's website, [www.themusichall.org](http://www.themusichall.org)
- The Music Hall's address and box office phone number:
- Tickets/Info: 603.436.2400
- 28 Chestnut Street, Portsmouth, NH 03801
- All references to the Hall must be as **The Music Hall** (not Portsmouth Music Hall).

### Policies for Placement of On-Site Marketing Materials and Signage:

The Music Hall has display space available for your marketing materials in several areas of the Hall prior to and during your presentation.

- Postcards and Rack Cards may be displayed on the counter at our box office window, and on the tall café-style tables in the upper lobby, space permitting.
- We have a dedicated rental marketing signage area in a high traffic, visible location in the lower lobby vestibule. Your 11" x 17" poster (portrait orientation) will be hung in this area 2-4 weeks prior to your event.
- No other literature will be displayed in the lower lobby
- We understand that some materials may need to be shifted in order to accommodate your materials (e.g. at the box office window and café tables). However, we ask that you not remove Music Hall materials or materials from other organizations that are on display.
- Please send or drop off materials to the attention of Front of House Operations Manager at The Music Hall. If you have any questions, regarding on-site display of marketing materials contact the Front of House Operations Manager.

### Day of Event Signage

*Please bring all materials to the House Manager or Front of House Operations Manager*

#### **NEVER ATTACH ANYTHING TO THE LOBBY WALLS OR DOORS.**

#### **NO DISPLAYS OR TABLES OF ANY KIND WILL BE ALLOWED IN THE LOWER LOBBY.**

- One (1) 11" x 17" poster (portrait orientation) will be hung in the smaller Chestnut Street poster case outside the hall the day of your event.
- One (1) Banner (measuring no more than 6' x 3') may be hung in the upper lobby on the day of your event across from the concessions stand.
- No banners will be hung in the auditorium.
- Banners hung as table skirting are allowed in the upstairs lobby during your event; 2ft high by 6' wide maximum dimensions.
- Two (2) signs for the acknowledgement of sponsors measuring 31 ¼" w X 40 ¾" h can be hung on the landing of the stairways leading to the theater. Renter is responsible for designing and printing.
- Materials should read "Presenting organization presents"

### Website/Print

If you have booked a performance event at The Music Hall, your event will be listed on The Music Hall's website ([www.themusichall.org](http://www.themusichall.org)) free of charge, enabling online sales from all available inventory, 24-hours-a-day, 7-days-a-week. Your event listing includes The Music Hall's online calendar and an event detail page. Online content for this detail page should include:

- Show name (exactly as it is to appear on the website).
- Short show name (no more than 50 characters, to be displayed on the homepage)
- Presenter's Organization (and link to website if any).
- Description of show (limited to 200 words or less).
- Link to artist's website (if any).
- List of sponsors for your event.
- Two (2) .jpg or .gif images at 300dpi or greater in landscape orientation.

Event information should be sent to our **Electronic & New Technology Manager** at least one week prior to your event going on sale.

Your event will also be listed in the "NOW@ The Music Hall" monthly publication print run 5000 homes for Music Hall members and frequent ticket buyers.

### Programs and Handbills

Programs for your show should be delivered no earlier than one week before and no later than 12noon on the day of the event. Music Hall ushers can distribute one (1) handbill from the presenter after the event with prior notification to the Front of House Operations Manager. Please see additional Full Season brochure feature listing information and other marketing services.

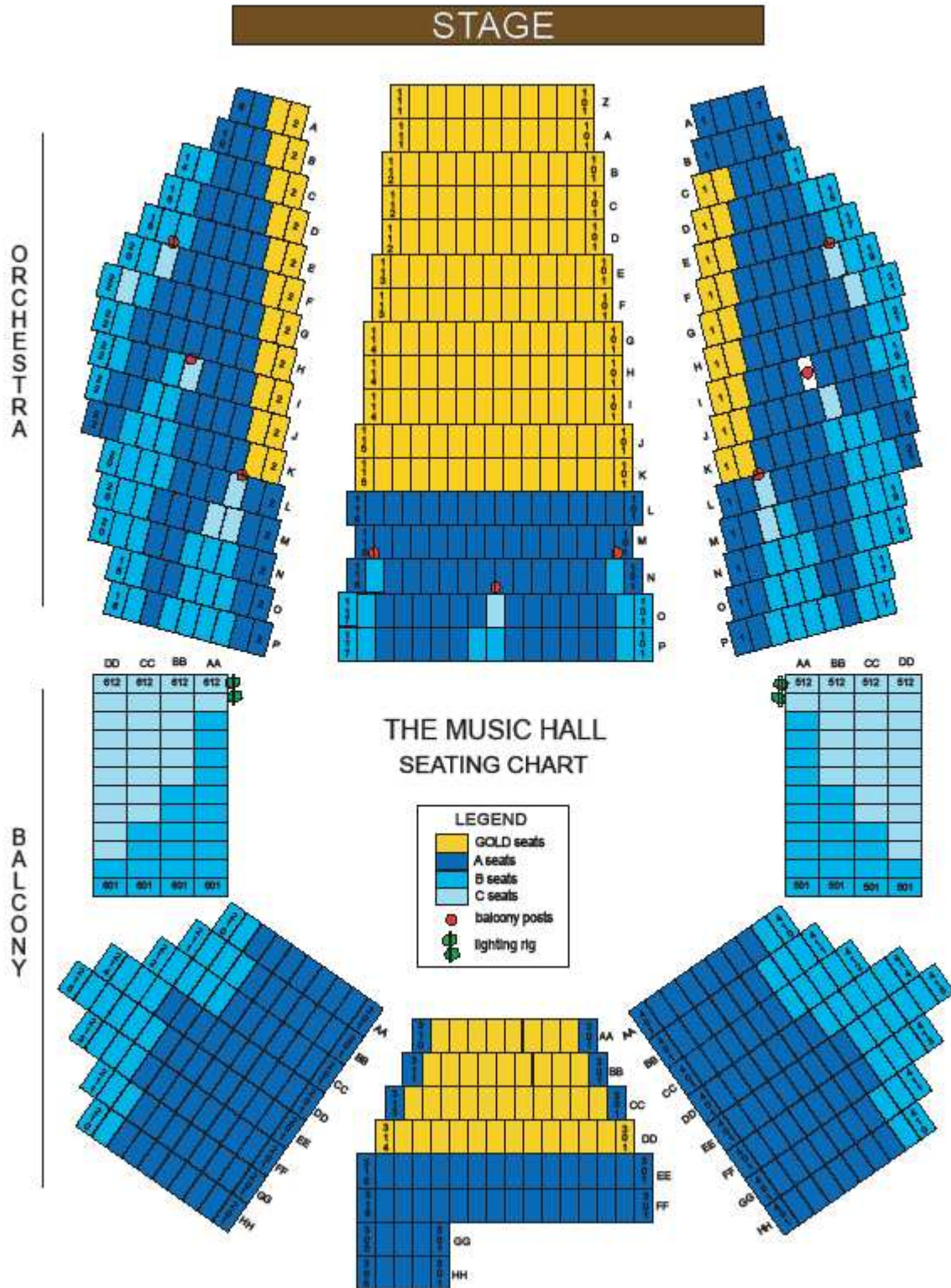
## Appendix C: Estimated Expenses Calculator

<b>RENTAL RATES:</b>		
<b>Day Rental</b>		
Commercial	\$950.00	
	vs. 12% (\$1500 max)	
Non-profit (*for out-of region non-profit organizations, this fee is \$800.00)	\$600.00/\$800.00	
Corp. Meeting/ Non-ticketed Event	\$2550.00	
<b>Additional Performance (Same Day)</b>		
Commercial	\$500.00	
Non-profit	\$325.00	
Lower Lobby Reception (see rate sheet)/The Founders Lobby	\$500.00	
	<b>Base Rent Subtotal</b>	
<b>LABOR:</b>		
<b>Minimum Required</b>		
Technical Director	\$300.00	
	per day; plus \$45/hr after 10 hrs.	
Production Manager	\$28.00	
	per hour * Minimum 4 hr call.	
Stage Hand	\$20.00	
	per hour * Minimum 4 hr call.	
House Manager	\$250.00	
	per day; plus \$37.50/hr after 10 hrs.	
Additional House Manager	\$20.00	
	Per hour; plus \$37.50/hr after 10 hrs	
<b>Additional crew possibly needed.</b>		
Stage Hands	\$20.00	#
	per hour, per stage hand; min. 4 hour call	
35 mm Projectionist	\$20.00	
	per hour. Min. 4 hour call (set-up, run & strike)	
	<b>Labor Subtotal</b>	
<b>TECHNICAL:</b>		
<b>Lighting Package</b>		
Commercial rate	\$750.00	
Non-profit rate	\$550.00	
<b>Follow Spots</b>		
Rental:	\$200.00	
Delivery charge:	\$150.00	
Labor charges:	hourly stage hand rate	
<b>Headsets/Communication</b>		
Commercial rate	\$25.00	
	per day, per unit	
Non-profit rate	\$20.00	

		per day, per unit	
<b>Sharktooth Scrim</b>			
Commercial		\$60.00	
		per day	
Non-profit		\$50.00	
		per day	
<b>Marley Dance Floor</b>			
Commercial rate		\$50.00	
		per day	
Non-Profit Rate		\$40.00	
		per day	
<b>Projection Equipment</b>			
35mm			
Commercial		\$500.00	
		per day plus <b>Projectionist</b>	
Non-profit		\$350.00	
		per day plus <b>Projectionist</b>	
Digital			
Commercial		\$500 per day	
Non-profit		\$350.00 per day	
High Definition Digital Projector			
Commercial		\$500 (\$20/hr aft 4 hrs) per	
	day		
Non-profit		\$350 (\$20/hr aft 4 hrs)per day	
<b>Sound Equipment</b>			
Vocal or instrument mic		\$10.00	
		per day	
Floor mics		\$25.00	
		per day	
DI box		\$5.00	
		per day	
CD player		\$25.00	
		per day	
Rental Sound Reinforcement		TBD based on artist requirements.	
		plus 10% TMH admin fee	
		<b>Technical Subtotal</b>	
<b>BOX OFFICE/FRONT OF HOUSE</b>			
Set-up		\$150.00	
Ticketing Commission		6%	
		of gross sales	
Ticket Stock Charge		\$0.25	
		per ticket printed	
M.O.P. Fee		\$2.75	
		per ticket printed	
Consignment for off-site sales (GA ONLY)		\$50.00	
		plus \$25 per each additional consignment	
No Intermission Fee, and/or No Concessions Fees		\$200.00	
		only if there is no intermission and/or no concessions	
Cleaning		\$200.00	
		per/show	
		<b>Box Office/Front of House Subtotal</b>	

\*This is an estimate only! Actual charges will be calculated at settlement.

# Appendix D: Seating Chart



## Appendix E: Contact Information

Name/Department	Title	Phone	email
<b>Programming/Contracts:</b>			
Thérèse LaGamma	Programming Manager	603-433-3100 x 19	<a href="mailto:tlagamma@themusichall.org">tlagamma@themusichall.org</a>
<b>Technical/Backstage:</b>			
Zhana Morris	Production Manager	603-433-3100 x 17	<a href="mailto:zmorris@themusichall.org">zmorris@themusichall.org</a>
Quentin Stockwell	Technical Director	603-433-3100 x 30	<a href="mailto:gstockwell@themusichall.org">gstockwell@themusichall.org</a>
Michael Marchand	Director of Audio and Video	603-433-3100 x 47	<a href="mailto:mmarchand@themusichall.org">mmarchand@themusichall.org</a>
<b>Box Office:</b>			
Chris Greiner	Box Office Manager	603-433-3100 x 13	<a href="mailto:cgreiner@themusichall.org">cgreiner@themusichall.org</a>
Mark Pruett	Box Office Assistant Manager	603-433-3100 x 25	<a href="mailto:mpruett@themusichall.org">mpruett@themusichall.org</a>
<b>Front of House</b>			
Michael Tucker	FOH Operations Director	603-433-3100 x 52	<a href="mailto:mtucker@themusichall.org">mtucker@themusichall.org</a>
Deborah Pickett	Coordinator of Volunteers	603-433-3100 x 14	<a href="mailto:dpickett@themusichall.org">dpickett@themusichall.org</a>
<b>Marketing</b>			
Kathleen Soldati	Marketing Director	603-433-3100 x 12	<a href="mailto:ksoldati@themusichall.org">ksoldati@themusichall.org</a>
Andree Van Oss	Graphic Design & Print Publications Manager	603-433-3100 x 20	<a href="mailto:avanoss@themusichall.org">avanoss@themusichall.org</a>
Monte Bohanan	Electronic & New Technology Manager	603-433-3100 x16	<a href="mailto:mbohanan@themusichall.org">mbohanan@themusichall.org</a>