



VENUE POLICIES AND GUIDELINES
GOVERNING THE USE OF THE WHEELER OPERA HOUSE

Table of Contents

DEFINITIONS AND MISSION	2
RESERVATION POLICY	3
FEES AND PAYMENTS	5
INSURANCE	6
GENERAL FACILITY REGULATIONS	6
VENUE MANAGEMENT, CONTROL, AND STAFFING	7
PRODUCTION POLICIES	9
BACKSTAGE PERSONNEL WORK RULES	10
HOUSE EQUIPMENT	11
BOX OFFICE AND TICKETING	12
SECURITY	14
PHOTOGRAPHY, RECORDING, STREAMING, AND BROADCAST	14
MARKETING AND PUBLICITY	15
SPONSORSHIP AND SIGNAGE	16
CONCESSIONS AND MERCHANDISE	16
CATERING	17

1.0 DEFINITIONS AND MISSION

General.

The staff of the Wheeler Opera House (“WOH”, the “Wheeler,” the “Facility”, or the “City”) enforce these policies, which are made as part of the Application for Use (the “Application”), Estimate of Expenses (the “Estimate”), and License Agreement (“Agreement”), and will be binding upon the User. User acknowledges responsibility for the actions of all participants, artists, guests, and staff of the User, and must inform them of these General Policies prior to entering the Facility. An authorized representative of the User must always be present onsite during the User’s use of the Facility.

Facility and Services.

The Wheeler Opera House is a 501-seat venue in Aspen, Colorado owned by the City of Aspen. The Facility includes the theater, box office lobby, the Vault bar lobby, dressing rooms, and green room. While originally constructed in 1889, the theater is meticulously maintained and is equipped with significant professional sound, lighting, and video projection systems, professional back-of-house and front-of-house staff, and professional box office operations. Limited marketing support may be offered when applicable and approved. The Wheeler does not provide producing or sound/lighting design services.

Mission and Vision.

The mission of the Wheeler Opera House is to monitor and ensure the preservation and viability of the historic venue and its property through exceptional performance experiences for residents, guests, and performers, and to support the cultural assets of the Roaring Fork Valley.

At the Wheeler Opera House, our vision is to set the stage for connections that create memories for our audiences, artists, and the greater Aspen community.

Facility Use.

The Wheeler Opera House is intended primarily as a cultural and community resource for the City of Aspen. The facility is made available to other organizations for purposes that are consistent with or enhance the mission and vision of the Wheeler and the values of the City of Aspen. The Executive Director of the Wheeler, in consultation with the City of Aspen administration and the Wheeler Advisory Board, reserves the right to define and determine the appropriateness of a request to use the facility. Events are chosen based on cultural and community value, not maximization of profit. The costs and fees associated with the use of the WOH are the sole responsibility of the User and are payable in advance.

User shall use the Facility in a careful, safe, and proper manner and shall not use or permit the Facility to be used in any manner that is contrary to any applicable federal, state, county or municipal laws, ordinances, rules, regulations, or codes.

User shall not use, suffer, or permit to be used, all or any part of the Facility in any immoral, illegal, lewd, objectionable, or offensive manner. User shall neither do, nor permit to be done, any act or thing at the Facility that would or might subject WOH to any liability or responsibility for injury to any person or persons or for damage to property.

WOH reserves the right to control and manage the entire Facility and to enforce all necessary and proper rules for the operation of same and for its authorized representatives to enter the portions of the Facility at any time and on any occasion. WOH also reserves the right, but has no duty, through

its appointed representatives, to eject any objectionable person or persons from the Facility, and to cancel or suspend any performance if, in the reasonable judgment of WOH, failure to do so might endanger public safety or result in material damage to the Facility.

Other Policies.

All Users agree to comply with Federal, State, or City-mandated Public Health Orders, including recommended precautions and procedures related to preventing the transmission of communicable diseases. The City of Aspen follows public health orders as issued by the CDC and Pitkin County; please check the [Pitkin County Public Health website](https://pitkincounty.com/1079/Public-Health) (https://pitkincounty.com/1079/Public-Health) for active public health orders.

2.0 RESERVATION POLICY

The Wheeler operates on a fiscal year ending December 31 and patterns its calendar on that basis. Wheeler management will accept applications in order to confirm bookings according to the following priority and schedule:

- Priority I City of Aspen City Council, City Manager’s Office, or Wheeler Advisory Board – at all times
- Priority II Wheeler Presentations or Co-Presentations that provide significant cultural and community value – up to 24 months in advance.
- Priority III Cultural partners, not-for-profit organizations, and businesses based in Aspen or the Roaring Fork Valley who have hosted events at the Wheeler within the last 5 years – up to 18 months in advance.
- Priority IV Local partners who have not hosted events at the Wheeler within the last 5 years – up to 12 months in advance.
- Priority V Outside Promoters and Producers – up to 6 months in advance.

In all circumstances, the User is expected to cooperate with the Wheeler in maximizing community value. Higher scheduling priority may be given to longer engagements (e.g., one week).

It is expected that all events will be booked a minimum of six (6) weeks in advance of the event date. The Wheeler seeks to accommodate the largest number of clients while achieving its goals and financial obligations. Therefore, timely submission of an application cannot guarantee the applicant a commitment on the date requested. When requested dates are not available, Wheeler staff will use their best efforts to find an alternative date on which the applicant can achieve its programmatic goals at the Wheeler.

Reservation Process.

Calendar Inquiry - The best way to inquire about available dates is to submit an Application for Use, which can be found on our [website](#) or [here](#).

Hold – The Wheeler will hold a date as a courtesy after the Application for Use has been submitted. This hold will remain on the calendar while the Estimate of Expenses is generated and reviewed. This typically takes place within two (2) weeks of receipt.

Estimate of Expenses - Prior to the signing of the Agreement between the User and WOH, the

Wheeler will provide the User with an itemized Estimate associated with the User's occupancy and activity in the Facility as described by the User in the Application. Calendar dates are not confirmed until the User returns a signed Estimate along with a deposit in the amount of 50% of the total Estimate (the "Initial Deposit"). This signed Estimate will be made a part of the Agreement. To confirm the reservation and secure the date, a signed Estimate and deposit must be received by WOH within ten (10) business days from the date the User received the Estimate. If WOH does not receive the Deposit, WOH may release the held date(s).

License Agreement - A fully executed Agreement must be signed no less than forty (40) days prior to the date of the event. At the time the Agreement is signed, the User is required to submit current W9 with preferred mailing address, proof of insurance, and proof of non-profit status (if applicable). The Agreement must be fully executed before ticket sales, promotion of an event, or occupancy of space. WOH requires all ticketing assets and information two (2) weeks before any mutually agreed upon on-sale date. Any violation of the above may result in the cancellation of the event. No event will be held in the Wheeler Opera House without an executed Agreement signed by both parties.

Payment of Balance Due - The balance of the Estimate (the "Final Deposit") is due no later than thirty (30) days prior to load-in. WOH has the right to refuse access if terms of payment have not been met.

Challenges - Until WOH has received the User's signed Estimate and Initial Deposit, a second party can challenge any holds on dates. Should a second party challenge by requesting a hold and demonstrating an intent to sign an Estimate and pay a deposit, the organization with the hold will be notified in writing and will then have five (5) business days to return a signed Estimate and deposit. If the signed Estimate and deposit are not received by the WOH Rentals Coordinator by 5:00 PM on the fifth business day, the challenged dates will be released to the challenging party. It is the Wheeler's policy not to comment on the nature of a conflicting request.

Cancellation Policy – The Wheeler's cancellation policy is as follows:

- If the User cancels the event *more than sixty (60) days* prior to the event, the Wheeler may refund to the User 75% of the Initial Deposit paid.
- If the User cancels the event *less than sixty (60) days but thirty (30) or more days* prior to the event, the Wheeler may refund to the User 50% of the Initial Deposit, and shall refund to the User any Final Deposit paid.
- If the User cancels the event *less than thirty (30) days* prior to the event the Wheeler may retain the Initial Deposit and the Final Deposit and may invoice the User for any out-of-pocket expenses already expended by the Wheeler in preparation for the event.
- If both the Initial Deposit and the Final Deposit have not been paid by the date that is thirty (30) days prior to load-in, the Wheeler may cancel the event and terminate the Agreement, in which case the Wheeler may retain all amounts paid by the User and the Wheeler may invoice the User for the unpaid balance plus any out-of-pocket expenses already expended by the Wheeler in preparation for the event.

If WOH cancels the Event due to some cause beyond WOH'S reasonable control, and provided User is not then in default, WOH shall refund all amounts paid by User to WOH in connection with the Event, and neither party shall have any further obligation to the other.

Government Declared States of Emergency and "Do Not Gather" Restrictions.

As the result of a government-declared State of Emergency, WOH may in its sole discretion cancel any performance which may expose any member of the company or any portion of the audience to the danger of death, disease or injury, or an outbreak of violence or civil strife. Upon such cancellation, neither party shall be liable for any loss, damage, or expense claimed to have been suffered by said cancellation. WOH and User shall make best efforts to reschedule the event to a future mutually agreeable date. Should the WOH and User be unable to agree to a new date, WOH will return to User any monies previously deposited by User. If any performance shall be prevented for any of the foregoing causes, neither the WOH nor User shall be under any obligation to present the event at a different time and neither party shall have any claim against the other in connection with the losses resulting from such prevented or interfered performance(s).

Further, if a municipal, county, state, or federally mandated "do no gather restriction" is enacted and in effect in Aspen, Colorado after the adoption of an Agreement, the WOH has the right to cancel this event without liability. Upon such cancellation, neither party shall be liable for any loss, damage, or expense claimed to have been suffered by said cancellation. Upon cancellation, WOH will return to User any monies previously deposited with WOH by User.

3.0 FEES AND PAYMENTS

Fees for the use of the facility, including services, labor, and equipment rental shall be determined based on the WOH rates currently in effect as per Section 2.12.045 of the Municipal Code of the City of Aspen. The User is solely responsible for all expenses related to their event. In no case shall the WOH be responsible for expenses related to a User's event. Current rates are also published [here](#).

Event Settlement

The User shall have no claim to any Box Office receipts until all the Wheeler Opera House fees, expenses, and damages have been paid.

After deducting all charges, including damages, from Box Office Receipts and deposits, the Wheeler Opera House shall provide a full accounting settlement and agrees to pay the User the balance owed within thirty (30) business days, with payment in the form of a business check. If the User owes money to the Wheeler, the User will pay the balance due to the Wheeler Opera House within ten (10) business days of receiving the final settlement.

Payment should be made via company check, certified check, or money order to:

WHEELER OPERA HOUSE
320 East Hyman Avenue
Aspen, CO 81611
Attn: Business Team

A service charge of \$35.00 will be imposed on any checks returned for non-sufficient or

uncollected funds.

Any event which grosses over \$25,000 in gross sales will be assessed a 1% fee on gross sales to pay for required music licensing fees.

4.0 INSURANCE

Prior to any use of the Wheeler by any User, either for rehearsal, performance, or any other use, and throughout the period of such use of the facility, the User will, at its own expense, procure and maintain the following insurance coverage:

- **Workers' Compensation Insurance** as required by Colorado laws, or as required by any other applicable law or laws covering all the User's employees engaged in work at the Wheeler Opera House.
- **Commercial General Liability** insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- If automobiles are being used in connection with the event, automobile liability insurance with a combined personal injury (including death) and property damage limit of at least TWO MILLION DOLLARS (\$2,000,000) per occurrence for all owned, non-owned, leased, and hired vehicles in the User's use at, or in connection with, the User's use of the Wheeler.

The Commercial General Liability insurance shall name City of Aspen, its officers, employees, and agents as an additional insured, pursuant to the terms of the contract, as their interest may appear for the full period of in-venue activity. A Certificate or Certificates of Insurance evidencing procurement of the foregoing insurance shall be delivered to WOH within thirty (30) business days of the event. Such certificate(s) shall state the effective date and the date of expiration of the User's policies. A copy of the policy, or an agent's certificate of insurance, must be provided by User no later than thirty (30) days prior to Event, and must be satisfactory to City. The City may disapprove of proposed insurance coverage if the insurance company or the terms of coverage are not satisfactory. Any liability insurance policy must include a provision requiring a minimum of thirty (30) days' written notice to WOH of any change or cancellation.

5.0 GENERAL FACILITY REGULATIONS

- Smoking is prohibited in all areas of the Facility.
- Controlled substances are prohibited in all areas of the Facility.

- Food and beverages purchased from the Wheeler Vault Bar are permitted in the theater during performances only. During rehearsals, site-visits, or other non-performance usages of the theater, food and beverages are prohibited in the theater. Food and beverages are never permitted in Audio, Lighting, and Video Operation booths. Unless approved by the Rentals Coordinator and purchased through the Wheeler Vault Bar concessionaire as part of artist hospitality, alcoholic beverages are not permitted onstage, backstage, or in dressing rooms.
- Use of glitter, in any capacity, is prohibited in all areas of the Facility.
- Animals are prohibited in all areas, except service animals, and as required on stage for events. The ADA defines a service animal as any guide dog, signal dog, or another animal individually trained to aid an individual with a disability.
- Fire and safety regulations, including capacity restrictions, shall be in accordance with the City, County, and State codes, and shall be enforced by the Wheeler staff, including the Building Supervisor.
- Open flames, fireworks, flash pots, or other pyrotechnic devices are prohibited. Any requests to use airborne effects (fog, smoke, snow, confetti, etc.) must be approved by the Production Manager, in writing, at least two (2) weeks in advance.
- Two wire electrical devices, except where internally grounded and insulated, are prohibited.
- The User shall not erect or operate within the facility any engine or machinery powered electrically, manually, or by air or steam, except on stage in approved commercial theatrical devices. No oil- burning fluids, kerosene, solvents, gasoline, or other highly volatile fluids shall be used for any purpose.
- Materials or equipment containing asbestos are prohibited.
- As a historic venue, no signs or banners may be affixed to any surface without prior approval.
- User is responsible for following all Waste Less @ Wheeler sustainability policies, including correct tri-cycling use, composting, zero single use plastics in venue, and compostable reception disposables only. More information [here](#) & [here](#).

6.0 VENUE MANAGEMENT, CONTROL, AND STAFFING

The Wheeler Staff are responsible for the operation, safety, and security of the WOH and its contents, and shall always manage the Facility accordingly. All aspects of the operation and management of the Facility, including start times, theater temperature and ventilation, sound control levels, security, fire safety procedures, and other event management related aspects shall be at the discretion of the Wheeler staff.

Non-Exclusivity.

The Wheeler will make reasonable efforts to schedule the theater so that the User will have sole use of the reserved rooms when it is in occupancy. In certain cases, the User will not always have this opportunity during the entire occupancy period. The Wheeler has the right to schedule other organizations and events in the theater when the User is not scheduled to be in the space, so long as this does not interfere with the User's ability to present its event in accordance with the schedule as agreed to in advance by the User and the Wheeler. The scheduling of additional events in the Wheeler during the unused portion of the User's period of occupancy will not result in a reduction of use fees. It is understood that there may be other activities happening throughout the Facility simultaneously with the licensed use.

Staffing.

All Users are obligated to use the Wheeler's technical and front of house personnel, billed hourly and at the expense of the User. The Wheeler shall determine the appropriate labor needs for each event based upon the User's event requirements. At the discretion of the Wheeler, outside labor under the employ of the User may be used for additional technical crew, but all activities and work shall be under the direction and control of the Production Manager, or designated representative of the Wheeler. The Production Manager will have the right to approve or reject any personnel proposed by the User for any reason. As a guide, the usual technical crew for all events will include:

- 1 Production Manager
- 1 Lighting Supervisor/Technician
- 1 Audio Supervisor/Technician
- 1 Theater Technician

At no time will there be less than three technicians assigned to an event. Please note that only the simplest of events (lectures, meetings, classes, etc.) can operate with minimal crew.

These technicians will open the facility prior to User's arrival, provide the requested equipment and support, and close the facility once User has cleared the building. Additional stagehands will be contracted by the Wheeler based on the activity to take place on the stage, and/or the number of performers at any given event. If the Wheeler's follow-spots are used, the Wheeler will supply the operator(s). It is typical for additional personnel to be contracted to load in and load out.

Ushers.

Standard staffing requires at least 1 House Manager, up to 15 ushers and house staff are required for all reserved or general admission ticketed events. For private events or receptions in the Vault, the WOH may reduce this number, at its sole discretion, and in accordance with fire and safety regulations.

User Personnel.

The User shall provide the Wheeler with a list of all personnel (and their functions) who will need access to the Wheeler no later than 24 hours prior to loading in. A designated representative of the User must remain in the Wheeler until load-out has been completed. At no time will the User or any third-party representative or staff be permitted to handle or use in any way the Wheeler's equipment without the permission of the Production Manager or designated representative of the Wheeler.

Persons not directly related to the production are not allowed in the control, observation, or projection booths, or backstage during rehearsals or performances except with prior permission from the Wheeler management and valid ID.

To promote safety and security while on-site, all staff, volunteers, and artists associated with the User's event must enter and exit the facility through the designated back of house entrances (Stage Door, Alley Entrance, Staff Entrance). User will be assigned a four-digit door code to be shared only with active event personnel. The Box Office is reserved for patron access only.

7.0 PRODUCTION POLICIES

Technical Requirements Deadline.

The User must provide the Wheeler Production Staff with the complete technical requirements for the User's event, including but not limited to lighting, sound requirements and stage plots, video content, and schedules no later than four (4) weeks prior to the event. Failing to alert the Wheeler to special effects that make use of, or produce fire, smoke, ice, water, synthetic snow, confetti, or balloons will be considered breach of contract and may cause the Wheeler to cancel User's event.

Length of Day/ Building Curfew

The payment of the applicable use fee entitles the User to active occupancy of the space with a crew for up to 12 hours in a single 24-hour period. The User may request additional hours of activity in the space by making a request to the Rentals Coordinator and paying an additional fee for every additional hour. To the extent the Wheeler Production Staff is entitled to overtime pay as a result of the User's needs, the User shall reimburse the Wheeler for overtime pay incurred by Wheeler staff. Overtime rates applied for hours worked over 8 hours in a day, over 40 hours in a week, and/or for hours worked from 11:00pm - 8:00am. WOH has a strict 11:00pm curfew.

Production/Technical Contact.

All events must be facilitated and supervised by a professional production contact who is approved by the Wheeler management but arranged for, and compensated by, the User. The User's production contact, or their designee, shall be in communication with venue technicians throughout the event or performance, coordinating the timing and execution of all lighting, sound, video, and other staging moves or effects. No event will be permitted without a dedicated Production contact.

Deliveries.

No deliveries can be accepted on behalf of the User outside of contracted access times. Items brought into the Wheeler must be removed by the User no later than the end of the contracted access time.

Scenery.

All items, including scenery, drops, and rigging brought into the theater must be accompanied by the User's detailed plans to support, secure, or hang such items, along with documentation with weight and dimension specifications. The Wheeler will not permit any installations that it deems unsafe. Drilling, stapling, and nailing into the floor or walls of the theater are all prohibited, as is the use of tape or adhesive likely to leave a residue or pull up paint.

Flameproofing.

No scenery, drops, properties, decorations, or other combustible effects shall be permitted into the Wheeler, unless they are made from a nonflammable material or treated with an effective fire-retardant solution and maintained in a nonflammable condition in accordance with City of Aspen and State of Colorado Fire Code. The User is required to provide WOH with a certificate stating the nonflammable treatment of each item mentioned above. The certificate must include: a) Name, Certificate of Fitness Number, and Expiration Date of person who performed flame-retardant treatment/testing; b) Date of treatment and/or testing; c) Name of manufacturer of flame-retardant chemical or inherently flame retardant drape; d) Description of material(s) treated; e) Period of flame resistance effectiveness.

Site Visits.

Once an event is confirmed, the User may contact the Rentals Coordinator to schedule a site visit. During this visit the User will have the opportunity to meet with a technical and/or a front-of-house representative, depending on the needs of the event. Site visits can only be scheduled during normal business hours, and there is no guarantee that the theater will not be in use by another User for another event at the time of the site visit. The User is entitled to one walk through/site visit/scout per confirmed event. Additional visits may only be requested due to extremely complex installations or at the request of Wheeler personnel. Additional fees will apply for additional site visits outside of the scope outlined above.

While general inquiries are always welcome, no detailed planning sessions may be scheduled prior to the User's event being confirmed.

8.0 BACKSTAGE PERSONNEL WORK RULES**Responsibilities.**

Production and technical staff work in the Wheeler Opera House only and shall not be asked to run errands that will take them outside of the Facility. Wheeler staff are on call to maintain and protect the space, as well as to assist the User with their event. The crew's call begins at a minimum of one hour before the User's personnel arrive and continues for a minimum of one-half hour after the event's duties are finished. They are required to stay until all audience members and performers have left and the theater and its equipment have been restored to its standard plot and state. The set-up, clean-up, and lock-up time will be included in the User's labor bill.

The Wheeler does not provide technical design services. Events requesting multiple lighting looks, unusual audio effects, or stage scenery need to engage designers and provide information on those elements prior to arriving on site.

Overtime.

Crew members receive 1.5 times the base rate after working eight (8) hours in a single day, or forty (40) hours in a week, as well as for each hour worked between 12:00 AM and 8:00 AM.

Meal Break.

After five (5) consecutive hours of work, all crew members must receive a one (1) hour meal break. In the event that it becomes necessary for a crew member to work longer than five hours without a meal-break, assuming they agree to do so, they will be compensated with an extra hour

of salary at the prevailing rate, and will be given a 30 minute meal-break commencing no later than the start of the sixth consecutive hour of work. This extra hour will be added to the crew members' total hours worked for the applicable period and may be billed at the overtime rate if applicable.

Additionally, all crew members must receive a fifteen (15) minute break halfway through each call (e.g., if they are working 9am - 1pm, meal break 1pm - 2pm, and working 2pm - 6pm, fifteen-minute breaks would be at 11am and 4pm).

Additional Calls.

The Wheeler crew may not be able to continue to work past the originally scheduled call time. In the event that it is necessary to add time to a call, or increase the number of crew members at the last minute, please be aware that this will only be possible if: a) the Wheeler management is made aware of the request in advance; b) the space is available, and c) the crew is available.

The Wheeler cannot guarantee that it will be able to provide the User with additional crew members unless the request is made at least five (5) business days in advance of the call.

If additional crew work time becomes necessary, and the crew and space are available for this time, the Wheeler will not refuse reasonable requests for additional time. However, User must have an authorized representative on site who has the power to guarantee, in writing (through a Rental Adjustment Authorization Form), payment for additional crew hours. Crew hours requested after the execution of the Agreement will be added to the crew member's total hours worked for the applicable period and may be billed at the overtime rate if applicable.

Inconvenience Pay.

If an additional crew call is scheduled with less than twelve (12) hours' notice, or with less than an eight (8) hour break between calls, then crew members will receive 1.5 times the salary listed on the rate card for their work on the additional call.

9.0 HOUSE EQUIPMENT

Lighting.

The Wheeler makes available a fully focused and colored repertory light plot to all incoming companies. More information can be found [here](#).

Sound.

The Wheeler makes available professional sound reinforcement equipment to all incoming companies. More information can be found [here](#).

Perishables and Equipment Rental.

While all public address sound and lighting equipment in our inventory is available as part of the use fee, additional charges will apply for perishables such as tape and specific gel colors, as well as backline items such as drum kit, guitar amps, bass cabinet, and use of cinema projection system. Users should inquire with the Production Manager regarding the availability and cost of these items. The Wheeler owns a 9' Concert Grand Steinway Piano. With approved usage, a daily

use fee and tuning fee apply.

The User may arrange for the rental of additional equipment from a third-party vendor; however, the User shall be responsible for the cost, delivery, pickup, and payment of such equipment. The Wheeler does not make any guarantee with respect to the quality and function of such additional equipment rented by the User from a third party.

Back of House.

Use of house steamers, hotboxes, ironing devices shall need permission from Production Staff before any items are used to avoid setting off buildings emergency life safety systems.

10.0 BOX OFFICE AND TICKETING

Tickets are required for all events. The Aspen Show Tix Box Office (the “Box Office”) will manage the ticketing for all events. No person, regardless of age, will be admitted to an event in the Wheeler Opera House without a ticket. Ticketing is required to control audience access and to manage venue capacity.

Spektrix is the ticketing software used by Aspen Show Tix. Aspen Show Tix handles telephone ticket sales for Wheeler Opera House events and performances and contracted sales at other local venues. User shall not enter into an agreement with any ticket agency or Box Office with regard to an event at the Wheeler Opera House, nor may the User print tickets or otherwise create and sell their own tickets.

Information for ticket printing must be provided to the Wheeler via the Event Marketing and Information Form at least two (2) weeks prior to the event going on sale. No tickets will be printed or made available for sale until the User has signed an Agreement, delivered an Initial Deposit, and fully completed the [Event Marketing and Information Form](#). Prior to the event going on sale, it is the User’s responsibility to confirm and communicate, in writing, all seating locations to be held off sale (e.g., for Artist Seats, Cameras, Sightlines, or any other purposes).

Compliance with “Americans with Disabilities Act” (ADA)

The Wheeler Opera House has wheelchair and handicapped seating, with accompanying companion seating. The seating must be requested when purchasing tickets. Access to this seating is obstruction free and the seats all have excellent visibility. Once a show is sold to 80% capacity, the Wheeler has the authority to sell ADA seating to the public. The Box Office Manager will release these seats to the general public when appropriate.

The ADA requires that theaters provide a certain proportion of headsets to assist those who are hearing impaired. A driver’s license and a major credit card are required to borrow them. Wheeler Opera House is sensitive to those with disabilities and intends to provide the best assistance possible for maximum enjoyment of the show.

Due to the historic nature of the building, the balcony is not accessible by wheelchairs.

Ticketing Services.

Standard ticketing services include set-up of event(s) for online, phone, and walk-up sales including up to five (5) public ticket prices, up to three (3) discount codes, placement of holds for comp and consignment tickets, and seat kills.

Standard services include set-up of one (1) automated ticket sales report sent out to up to five (5) email addresses on a daily or weekly basis and a patron report provided after the event.

No hard tickets may be taken off site for sale or distribution.

Free Events.

Tickets are required for free events and ticketing and the collection of RSVPs will be managed by the Wheeler Box Office. RSVPing does not guarantee an audience member a ticket. The free tickets will be distributed prior to the event on a first-come, first-served, basis. This information must be clearly communicated in any advertisement of the event by the User. The Box Office is not able to track specific individual's attendance. However, the Box Office is able to share the names of those who RSVP'd to the event. There is a limit of up to two (2) tickets per RSVP.

Ticket Text.

The User will supply the Box Office ticket text on the Event Marketing and Information Form to be included on each individual ticket. The Box Office will send a ticket proof to the User for approval. The limitations for ticket text are as follows:

- 1st line - 35 characters including spaces
- 2nd line - Title (35 characters including spaces)
- 3rd line - 35 characters including spaces

Ticket Exchange for Paid Events.

Tickets for events that are part of a larger paid event (i.e. conferences, festivals, etc.), or events that are by invitation only (i.e. galas, private events) may be sold by the User with the advance written approval of the Wheeler. WOH issued tickets will still be required for entry. Wheeler front of house and box office personnel will accommodate a ticket exchange for entry into the theater.

Purchasing Methods.

Tickets can be purchased online, over the phone, or in person.

Online sales are at wheeleroperahouse.com or AspenShowTix.com. Box Office can provide a direct ticketing link for use on the User's website or other electronic marketing.

Phone sales are at (970) 920-5770, Tuesday through Saturday between 12:00 PM and 5:00 PM. Hours are subject to change seasonally, on Wheeler event days, and holidays.

In person sales at the Box Office located in the Wheeler Opera House lobby at 320 E Hyman Avenue (the "Box Office"). Regular hours are Tuesday through Saturday between 12:00 PM and 5:00 PM. Hours are subject to change seasonally, on Wheeler event days, and holidays.

Ticketing Fees Charged to Organizers.

Event organizers pay a per ticket fee along with a processing fee for all sales made via credit card. Current rates are published as per Section 2.12.045 of the Municipal Code of the City of Aspen and can be found [here](#).

Ticketing Fees Charged to Customers.

Individual ticket buyers purchasing by phone, in person, and/or online are charged a \$3 handling fee. These fees are retained by WOH and are not calculated as part of the Gross Receipts for an event.

House and Emergency Seats.

WOH reserves a total of ten (10) seats per event. The seat locations are of the Wheeler's choice for each performance and will be used at the Wheeler's discretion and at no cost to the Wheeler. Seats may be released closer to the start of the event if not utilized. Standard venue holds are: H108-111, G120-121, E327-328, and R1 & R2 (3rd row of Right Balcony Box).

VIP/Complimentary Tickets.

User must deliver a final list of VIP and/or complimentary tickets to the Box Office no later than 5pm on the day prior to the event. All patrons must have a valid ticket. No "walk-ins" are allowed. Under no circumstances will tickets released to the User be reprinted by the Box Office in the event they are lost or otherwise unaccounted for.

Discounts.

Three (3) discount codes are included in the ticketing set up fee. If the User wishes to use discount codes to promote their event, the User must submit the following information no less than three (3) business day prior to the distribution: a) Unique Code name (no more than 8 numbers and/or characters); b) discount amount to the regular price tickets (20% off or \$10 off), and c) any restrictions (per order limit, overall discount usage limit, section restrictions, or purchase restrictions such as Box Office or web only). Discounts will be rounded to the nearest dollar.

Pre-sales.

If the User wishes to offer a pre-sale, it is expected that the User will communicate this to the Box Office at least one week prior to the first day of general sales. If a pre-sale is available, the offer is required to include Wheeler Insiders.

Capacity.

At no time shall the number of tickets sold, comped, or otherwise distributed exceed the posted capacity of the venue. The capacity for the venue shall be determined by the seating capacity less any seats removed for sale or distribution for production or other purposes.

"Standing Room" is not available or permitted.

Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made by the User in its use of the Facility. User agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment, and participation in the event if it is open to the public.

11.0 SECURITY

Security will be required for any event with an expected attendance of over four hundred (400), or as deemed necessary by the Wheeler. This cost will be charged to the User at a rate of \$52/per hour, for a minimum of four (4) hours, for up to four (4) security staff, and will be reconciled during the event settlement. This fee is subject to change at any time based on third party fee structure updates.

12.0 PHOTOGRAPHY, RECORDING, STREAMING, AND BROADCAST

Unless the Wheeler has delivered its prior written consent, the User or User's agents or

representatives may not photograph, film, record, broadcast, stream, or reproduce any rehearsal, performance, or parts thereof in or about the Wheeler without prior express written approval of the Wheeler management. Should permission be granted, equipment must be stationary, set up prior to the opening of the house, and may in no way interfere with, or distract from, the event. Requests to photograph, record, stream, or broadcast the event must be submitted no later than two (2) weeks prior to the performance.

The User shall be responsible for the payment of all fees, costs, or other charges related to such activity, including an additional charge payable to the Wheeler for permission to record, stream, or broadcast. User agrees to provide the Wheeler with a copy of photographs or recordings made in the Wheeler for archival and institutional biography purposes. If the person performing such photography or recording is not an employee of the User, the User shall be required to provide the Wheeler with proof that such third party has insurance in accordance with the requirements set forth in Section 4.0. The terms of any permission granted hereunder shall be set forth in an amendment to the Agreement, which shall include the Wheeler's specific requirement with respect to crediting.

Any User wishing to record their Event for Broadcast on TV, record for resale, record by an outside company for non-news purposes, or record for any other non-archival purposes will be charged a Broadcast Fee. Any User wishing to record their Event for live streaming over the internet or for later distribution over the internet will be charged a Live Streaming Fee.

To promote the best possible patron experience, User understands and agrees to the following guidelines for photographers and camera operators:

- Dress in dark clothes.
- Turn off AF light.
- Do not use flash.
- Muzzle DSLR camera or use silent mode.
- Minimize movement throughout the theater, staying behind row G after the first 5 minutes of the event.

13.0 MARKETING AND PUBLICITY

Marketing and Press materials shall refer to the Wheeler as "Wheeler Opera House." The User shall submit to Wheeler all marketing and publicity materials, including any and all radio, television, newspaper and other advertising, press releases, public service announcements, placards, programs, posters, flyers, program copy, postcards or other written or printed matter or electronic media, or any photograph, motion picture, television tape, recording or other items, materials, or documents which relate to the event at the Facility for the Wheeler's approval, at least ten (10) days prior to its intended publication, broadcasting, or other use. Unless approved and agreed upon per the agreement terms, in no event shall any of the foregoing materials suggest that the Wheeler is sponsoring or endorsing the event.

Requirements for the use of the Wheeler name and logo in press and publicity materials should follow Wheeler Brand and Style Guidelines, which can be found [here](#) along with logo files and approved logo lock up. Promotional opportunities, advertising, and programs are explained in

detail in the [Marketing and Publicity Guidelines](#). The User must agree to abide by these policies and guidelines. Marketing and promotion of User's event is the sole responsibility of the User. The inclusion of events on Wheeler Opera House website is at the sole discretion of Wheeler management.

14.0 SPONSORSHIP AND SIGNAGE

As part of its Application, Users must declare and describe all receptions, benefit activities, or other fundraising activities that will occur in the Facility, along with the name of any sponsors, and the name of any individual or organization that will be the beneficiary of such an event.

The placement, prominence, and wording of credit to sponsors of events is subject to limitations to be determined by WOH after consultation with the User. WOH may limit the onsite distribution of products. The City does not permit large-scale signage in the lower lobby, on the exterior of the building, or on the street.

Any exterior signage placed outside of the Wheeler building must be approved through City of Aspen Special Events permitting. Approved permit must be provided to the Wheeler to contact the above in thirty (30) business days in advance of your event. Link: [Forms | Aspen, CO](#)

Any signage or activation in the vicinity of the Wheeler must also obtain and provide a Temporary Encroachment permit from City of Aspen Community Development Department. Proof of this approved permit must be submitted no less than thirty (30) business days prior to your event date. Link: [Temporary Encroachment Permit | Aspen, CO](#)

15.0 CONCESSIONS AND MERCHANDISE

Concessions.

In its sole discretion, Wheeler determines whether The Vault Bar will operate a standard cash bar at events, at no additional charge to User. If active, service starts thirty (30) minutes before User's Event starts. All revenue from concessions is retained by Wheeler.

Additional service hours beyond the standard event timeframe listed above can be requested by User at the cost of \$75/hr. per bartender.

Merchandise.

Gross merchandise sales must be reported and signed by User or User's representative on the night of the show. User must provide point of sale system and will be entitled to 80% of the proceeds with 20% commission due to the City to be deducted from the settlement or invoiced following the performance. All applicable sales tax must be remitted by the User as required by the State of Colorado.

The Wheeler offers two seller options; User must confirm selected option during advance:

- a. **USER PROVIDES SELLER:** User shall provide a merchandise seller.
- b. **CITY PROVIDES SELLER:** Wheeler shall provide a merchandise seller for a fee of

\$120. It is recommended to complete a pre- and post-show inventory with a City-provided seller. City-provided staff is not guaranteed and subject to availability; requests must be made no later than two (2) weeks prior to date of event.

16.0 CATERING

Food and Drink.

Reception catering plans must be reviewed and approved in advance by the Rentals Coordinator or designated staff to ensure adherence to venue protocols and standards.

All food and beverage must come from a commercial or licensed kitchen, grocery store, or restaurant. No outside liquor permitted onsite.

Only compostable utensils (plates, napkins, forks, etc.) are permitted throughout the Facility. No single use plastics are to be used in the facility at any time (i.e., plastic water bottles). More information on our Waste Less @ Wheeler sustainability program is [here](#). Catering Guidelines [here](#).