



## 2016 RENTAL CONTRACT

This agreement is between 1549093 Ontario Ltd. hereinafter known as THGT and:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE (work): \_\_\_\_\_

PHONE (home): \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Hereinafter known as the Applicant, whereby THGT agrees to make available THE HISTORIC GAYETY THEATRE for the date(s) and times indicated for the use of the Applicant

**EVENT:** \_\_\_\_\_

**DATE(S):** \_\_\_\_\_

**ACTUAL TIME OF EVENT:** \_\_\_\_\_

**DOORS OPEN TIME:** \_\_\_\_\_

**TICKET COST (without HST):** \_\_\_\_\_

**EXPECTED ATTENDANCE (Please note Theatre Capacity is 350):** \_\_\_\_\_

**REQUEST TIME OF SET-UP PRIOR TO EVENT:** \_\_\_\_\_

***Please note:***

- Set-up time is two (2) hours before event for matinees.
- Early set-up time is 5:00 p.m. for evening performances (additional fees apply)
- Earlier set-up times must be approved no later than 48 hours prior to the event.

## PROMOTIONAL MATERIAL & TICKETING

Your event will be promoted on our website with the following included in the rental of The Historical Gayety Theatre

**CALENDAR OF EVENTS :** (additional fee apply if changed)

**WEBSITE:** initial set up, requirements are a jpg file picture with write up of not greater than 150 words showing time and cost. After initial set up additional fee applies to changes.

**FACEBOOK:** initial set up, requirements are a jpg file picture with a write up of not greater than 150 words showing time and cost. Your event will also be set up on The Historic Gayety Theatre Facebook page. Any changes to the initial set up additional fees will be charged.

**HOME PAGE FEATURE SLIDER (additional fees apply):** yes or no (circle one) Will require a jpg picture.

Email the information that you would like included on The Gayety Theatre website to [info@gayetytheatre.com](mailto:info@gayetytheatre.com). If you wish to have an image included, it must be supplied with this email. Please note that it may take 2 - 3 business days for your event to be added to the website from receipt of your email.

### WORDING FOR THEATRE MARQUEE:

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Please note that your event will be posted on the Theatre marquee as early as is possible and is dependent on other events booked at the Theatre. There is limited space, so be brief (35 characters max - 1 line only). The most pertinent information will be used depending on the space available.

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### TICKETING SERVICES:

All ticketing to be arranged through THGT, other arrangements maybe granted by request in writing. Please note reconciliation of event may take 5 to 7 days.

### ADDITIONAL TECHNICAL REQUIREMENTS (for an additional fee):

#### Check all that apply:

- Piano Rental: Baldwin Grand
- Piano Upright Piano
- On Stage Risers
- Follow spot rentals.
- Digital Projector & Drop down screen
- Special Request ie: Microphones

## TECHNICAL REQUIREMENTS

Technical specifications must be received at least 14 days prior to the performance date. THGT includes the existing house lighting and the existing house sound system in the base rental rate. The Applicant is responsible for the provision of any additional equipment or resources. Specifications must be forwarded in writing to the Theatre at [info@gayetytheatre.com](mailto:info@gayetytheatre.com) 14days in advance of the event.

## CONCESSIONS

The concession stand **will be available** at no additional cost for your event. The stand will be run by Theatre Staff and all product sold will be paid directly to the concession staff. Outside “food and beverages” are not permitted in the Theatre unless express **written permission** has been obtained **well in advance** for your event.

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In consideration for the use of THE HISTORIC GAYETY THEATRE, the Applicant agrees to abide by the following Terms and Conditions:

### GENERAL CONDITIONS

- (1) The Applicant understands that the facility being rented is provided with a standard of furnishings to be established by THGT and that the provision of additional equipment or the rearrangement of existing furnishings or equipment may be undertaken at additional expense to the Applicant.
- (2) The Applicant agrees to abide by the theatre capacity limit of 350 people.
- (3) In functions, which involve the service of prepared food, drink or alcohol, the Applicant agrees to abide by all of the LLBO rules and regulations involved in the service of alcohol.
- (4) The Applicant undertakes to observe all rules and directions that are imposed by THGT generally or specifically in respect of the space which is being used.

### THE APPLICANT AGREES:

- (1) To indemnify and save harmless the THGT or its agents from all claims as a result of bodily injury or death to any person or persons or for damage to property of others arising out of the Applicant's use of our facility as aforesaid, however caused.
- (2) The Applicant agrees to comply with all applicable municipal, provincial and federal government laws and regulations.
- (3) To indemnify and save harmless THGT or its agents for any debt or other monetary obligation incurred by the Applicant before, after or during use of the facility foresaid.
- (4) To reimburse THGT for any loss or damage to property arising out of their occupancy, however caused.

- (5) To provide at its own expense the necessary safeguards to protect the Applicant's property where left overnight in the facility.
- (6) To abide by the Occupational Health and Safety Act of Ontario.
- (7) Any changes made to theatre lighting, sound or other technical equipment or stage must be restored to their standard house positions and be in the same condition as when the Applicant entered the facility at the start of the rental period. If the Applicant has not met all of these obligations the actual technician time required to do so will be added to the final invoice.
- (8) To acknowledge that THGT cannot guarantee an uninterrupted supply of electricity, water, heat, air conditioning or other utility and that the Applicant will save harmless THGT from any claim of damage arising from a loss of a utility. THGT will be diligent in restoring any interrupted utility where it is in their power to do so.

#### **ADDITIONAL TERMS AND CONDITIONS:**

- (1) A THGT policy states that a Theatre Operations Technician be present at all times the Theatre is being used. If additional technician(s) are required, there is an extra charge for this. Theatre Operations retains the right to determine if extra technicians are required.
- (2) Rental time includes all set-up and strike time.
- (3) Rental time is charged from the time that show personnel enter the theatre until the time show personnel leave the theatre. The Applicant is responsible for policing this.
- (4) Minimum charges are applicable for both rehearsals and performances.
- (5) Food Services within the Gayety Theatre must be approved by THGT prior to any event. No food services, commercial or otherwise, are allowed under this contract unless permission is expressly granted. Any person violating these terms will be asked to remove their product from the theatre.
- (6) The Applicant agrees to provide a minimum of 2 ushers on site, plus one (1) usher per 100 where the house size exceeds 200 people. These ushers are required to enforce seating and safety regulations.
- (7) **THE APPLICANT AGREES TO PROVIDE THGT WITH A CURRENT LIABILITY INSURANCE CERTIFICATE SHOWING A MINIMUM OF TWO MILLION DOLLARS (\$2,000,000). A COPY OF THE PROOF OF INSURANCE MUST BE SUBMITTED TO THEATRE ADMIN OFFICE AT LEAST 2 WEEKS (14 DAYS) PRIOR TO THE EVENT.**

## **CANCELLATION AND TERMINATION:**

THGT reserves the right to terminate this agreement without prior notice and without refund of booking deposit if in its opinion the Applicant has in the rental contract provided false or misleading information, or the Applicant has defaulted in providing anything required by the rental contract, or the Applicant is in breach of any term or condition of this agreement.

This contract may be cancelled by the Applicant upon giving written notice to the THGT at least **60 days** prior to the function, and in such case the THGT will refund all monies less the non-refundable deposit and any expenses incurred on behalf of the Applicant.

## **THEATRE RATES AND TERMS**

- (1) **A deposit of \$500 (\$300 for school groups) per date is required in order to reserve any date(s). DATES WILL NOT BE HELD WITHOUT A DEPOSIT.** All deposits by E-Transfer.
- (2) One signed copy of this agreement must be returned and accepted by THGT before the rental is confirmed. The rental charge, as per the current Rental Rates and Terms shall form an Appendix to this agreement. See "Rental Rates and Terms" to determine the appropriate charges.
- (3) Technical specifications must be received at least 14 days prior to the performance date. THGT includes the existing house lighting and the existing house sound system (plus in house mics & monitors, etc) in the base rental rate. The Applicant is responsible for the provision of any additional equipment or resources. Specifications must be forwarded in writing to the Theatre at [info@gayetytheatre.com](mailto:info@gayetytheatre.com) **14 days in advance** of the event.
- (4) Six (6) seats will be retained as house seats by THGT.
- (5) HST (13%) is applicable on all Theatre Rentals and will be added to the final total.
- (6) All payables to be made by E-transfer.
- (7) Poster will be posted at The Historic Gayety Theatre if the following conditions are met:
  - i) Posters size 24" x 36"
  - ii) Posters must have Gayety Theatre Logo at least 1" in size or the wording "At The Historical Gayety Theatre" at least 1" in size.
- (8) Allowance for utilities will be capped at \$50.00 per day, any charges exceeding this amount will be invoiced as an additional charge.

### **PAYMENTS OR CONTRACTS SHOULD BE**

**SENT TO:** 1549093 Ontario Ltd.  
116 Hurontario Street, Suite 201  
Collingwood, ON L9Y 2L8

**For the Applicant - Signature of Acceptance**

Signed at \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
**Name of Applicant (Please Print)**

\_\_\_\_\_  
**Applicant's Signature**

**For The Theatre- Signature of Acceptance**

Signed at \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
**R.S. Dickinson (per 1549093 Ontario Ltd)**

**Note: This contract is not confirmed until signed by both parties.**

# RENTAL RATES AND TERMS

PERFORMANCE RATES	DURATION	FEE
<b>Commercial Rates</b>	Evenings	\$850 (applies to a 5 hour period between 5 PM AND 11 PM)
	Matinees	\$700 (applies to a 4 hour period between 8 AM AND 4 PM)
	Full Day	\$1200 (applies to any 10 hour period between 8 AM AND 11 PM)
<b>School Groups</b>	Evenings	\$750 (applies to a 5 hour period between 5 PM AND 11PM)
	Matinees	\$600 (applies to a 4 hour period between 8:00 AM AND 4:00 PM)
	Full Day	\$1100 (applies to any 10 hour period between 8 AM AND 11 PM)
Note: On statutory holidays there is a \$100.00 surcharge on all rentals to offset additional staff costs		
<b>LIGHTING AND TECHNICAL CHARGES (includes the services of one technician)</b>		
TECHNICIAN RATE	\$200.00 minimum charge or \$25.00 per hour, whichever is greater for rehearsal or performance of all shows.	
FRONT OF HOUSE	Front of House Manager is included in the base rental rate.	
ADDITIONAL CHARGES: (Rates Subject to Change)	Piano Rental: Baldwin Grand Piano \$500 per show (includes tuning) Upright: \$150 per show (includes tuning) On Stage Risers: \$10 per riser for assembly and disassembly Follow spot rentals - \$100 per day per spot Digital Projector & Drop down screen - \$200 Changes on Website/Facebook - from \$15 - \$60/ each after initial setup	
INSURANCE (Mandatory)	A certificate of public liability and property damage insurance for a minimum of \$2million of coverage per event, with THE HISTORIC GAYETY THEATRE and 1549093 Ontario Ltd as the additional named insured, is <b>mandatory</b> . If an occasional permit or rider has been issued for alcohol, this must be stated on the Liability Certificate. This is to be submitted to info@gayetytheatre.com 14 days in advance of the event. If the APPLICANT does not produce proof of liability insurance, access to Theatre will be <b>REFUSED</b> and the	
<b>CONTRACT IS CANCELLED WITHOUT REFUND.</b>		
COMMISSION MERCHANDISE AND COLLATERAL SALES	There is a surcharge of 10% of the gross receipts from souvenirs, programs, etc or any other article offered or displayed for sale in our venue, by a licensee. In all cases the sanction of THE HISTORIC GAYETY THEATRE must be obtained before any such sales are conducted.	
PROJECTOR & SCREEN	\$200 for the use of the digital projector and 24 ft screen. A DVD player is available at no additional charge however the lessee shall supply their own computer if one is required for the presentation.	
CLEANING FEES	The Theatre will be provided clean and fully stocked with toiletries. A minimum charge of \$150 will be levied for cleaning the Theatre at the conclusion of your event. If there is excessive damage or debris that requires above normal cleaning this additional cleaning cost will be added to the final invoice and be the sole responsibility of the Applicant.	
HOME PAGE SLIDER	\$50 per week	
TICKETING SERVICES	\$1.50 / ticket - Will Call \$50.00 Ticketor set up fee Changes to ticket site \$15.00 per entry after initial setup	