

2017 Rental Contract

This agreement is between 1549093 Ontario Ltd. (The Historic Gayety Theatre, 161 Hurontario St., Collingwood, On, CA) hereinafter known as THGT and:

Name: _____

Address: _____

Phone (Work): _____

Phone (Home): _____

Organisation: _____

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:** _____

Intermission: _____

Ticket Cost (Without HST): _____

Expected Attendance (Please Note Theatre Capacity is 350): _____

Requested 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

The Renter will be responsible for all promotion and advertising and will not associate THGT with this event in any way other than as a venue for the performance.

As part of the rental of THGT the following will be included:

Calendar of Events: One ad placement on THGT calendar of event on the website (Additional fee applies to changes).

Website: Initial set up requirements are a JPG file picture with write up of no 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 no 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.

Wording for the Theatre Marquee: 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.

Additional Promotion:

The following are not included in the rental of the Historic Gayety Theatre, but are available at an extra cost:

Homepage Feature Slider: *(additional fees apply)*

Will require a jpg picture. Email the information that you would like included on The Gayety Theatre website to 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.

Ticketing Services

All ticketing to be arranged through THGT, other arrangements may be granted by request in writing. Please note reconciliation of event may take 3 to 5 days.

Concessions

The Bar Concession will be available at no additional cost for your event. It 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 of your event.

Technical Requirements

Specifications must be received at least 14 days prior to the performance date. The Applicant is responsible for the provision of any additional equipment or resources. Specifications must be forwarded in writing to the Theatre at bryceblais@gayetytheatre.com 14 days in advance of the event.

Additional Technical Requirements: *(additional fees may apply)*

Check all that apply:

- Piano Rental- Baldwin Grand
- Piano- Upright Piano
- On Stage Risers (Number required: _____)
- Follow spot rentals.
- Digital Projector & Drop down screen

Special Requests:

Please give a brief description of the event or show:

Load In Time: _____ Load Out Time: _____

Number of Crew Needed: _____

Backstage Crew Needed: _____

Lighting Operator: _____ Sound Operator: _____

Size of Band: _____

Do you require gear that you don't have with you:

Terms and Conditions

By signing this rental contract the Applicant agrees to comply with all policies and procedures set forth in the current Historic Gayety Theatre operating Procedure Manual. Copy of the manual will be provided per request

In consideration for the use of The Historic Gayety Theatre, the Applicant agrees to abide by the following Terms and Conditions:

Settlement

All monies which are to be paid to THGT under the terms of this agreement shall become due and payable at the tie of the settlement. At the time of the settlement, THGT shall pay the Applicant all funds which are held by THGT and are attributable to the Applicant's event, minus any funds which are due to THGT; the Applicant shall pay THGT the balance due upon receipt of an invoice. Final settlement may take up to 10 business days after the date of the event.

Occupancy Disruption

In the event that the premises are not available for the Applicant by reason of mechanical or structural failure, damage or destruction by fire, strikes, labour disputes, riots or other accident, act of God, action by Government, or other circumstances beyond the control of THGT, THGT shall be excused from failure to make the premises available to the Applicant, and the rental agreement shall become null and void and deposits paid by the Applicant shall be refunded. In such an event, the Applicant releases THGT from any liability for claims for loss, injury or damage to persons, property, including financial loss, which the Applicant may suffer.

Indemnity

The Applicant agrees to lawfully conduct its activities on the premises so as not to endanger any person, and to indemnify and save completely harmless THGT against any and all claims for loss, injury or damage to persons, property (including claims of employees of the Applicant) or any contractor or subcontractor including financial loss arising out of the activities of the Applicant or its agents, members or guests.

Insurance

The Applicant agrees to provide THGT, at least 14 days prior to the event, a copy of their commercial liability policy, or a certificate of insurance evidencing that comprehensive business liability insurance is in force, to cover all of the operations of the Applicant at THGT premises. Such policy, or certificate of insurance, shall provide coverage for not less than two million (\$2,000,000.00) Canadian Dollars inclusive liability and property damage limits.

If this is a licensed event, the liability policy must reflect that the event licensing complies with all LCBO requirements.

Default

In the event that the Applicant is in default under any of the terms of this agreement THGT may terminate this agreement and exercise any rights and remedies which are available to it for breach of contract notwithstanding the termination of this agreement.

THGT shall at all times have access to the licensed premises for all reasonable purposes and nothing shall be construed as granting to the Applicant an exclusive right of possession or occupancy to the exclusion of THGT.

Upon termination of this agreement, the Applicant shall remove all of the Applicant's equipment, property, fixtures and any other items used by the Applicant during the term of the rental.

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 provided false or misleading information in the rental contract, 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 nonrefundable deposit and any expenses incurred on behalf of the Applicant.

In the event that the Applicant cancels this agreement for whatever cause it will:

- a) Inform the public of such cancellation at the Applicant's expense, and
- b) Reimburse any amounts payable to ticket holders as a result of the cancellation; and THGT shall be entitled to retain the deposit paid by the licensee as compensation for any damages suffered by THGT, but this shall be in addition to any other remedies available to THGT arising from such cancellation including the right to claim damages in excess of the deposit amount.

General Conditions:

1. The Applicant shall not assign the agreement or any part of the premises without written consent of THGT.
2. This agreement is governed by the laws of the Province of Ontario and the signed contract with the THGT.
3. The effective date of this agreement is the date that it is executed by THGT. This agreement shall not have force and effect until signed by THGT.

4. Rental Fee and Operating Procedure Manual are incorporated by reference into, and form a part of this agreement, which together constitute the entire Agreement between the parties which cannot be modified except by written instrument duly executed by both parties.
5. It is the Applicants responsibility to secure and pay for all licences (royalties, copyright fees, etc)
6. 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.
7. The Applicant agrees to abide by the theatre capacity limit of 350 people.
8. 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.
9. 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. To reimburse THGT for any loss or damage to property arising out of their occupancy, however caused.
4. To provide, at its own expense, the necessary safeguards to protect the Applicant's property where left overnight in the facility.
5. To abide by the Occupational Health and Safety Act of Ontario.
6. 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.

7. 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. THGT policy states that a Theatre Operations Technician be present at all times that 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 the show personnel enter the theatre until the time that the 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 1 usher per 100 where the house size exceeds 200 people. These ushers are required to enforce seating and safety regulations.
7. The Theatre will be provided clean and fully stocked with toiletries. A Cleaning Fee 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.
8. 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.

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. Deposits are non-refundable within 120 days of performance date.**

1. 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.

2. Technical specifications must be received at least 14 days prior to the performance date. 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 14 days in advance of the event.

3. Six (6) seats will be retained as house seats by THGT.

4. HST (13%) is applicable on all Theatre Rentals and will be added to the final total.

5. All payables to be made by E-transfer.

6. 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.

7. Allowance for utilities will be capped at \$50.00 per day. Any charges exceeding this amount will be invoiced as an additional charge.

Harmonised Sales Tax

THGT agrees to act as agent and collect HST on behalf of the Applicant. THGT will not be liable to remit tax or for any late payment or interest charged on late payments of the tax. The Applicant must declare its status and show its HST number or make a declaration stating that it is exempt.

HST Number: _____ **or Exempt** _____

Payments or Contracts Should Be Sent To:

1549093 Ontario Ltd.,
116 Hurontario Street,
Suite 201,
Collingwood.
ON L9Y 2L8

Signature of Acceptance

For the Applicant

Signed at: _____

This day of: _____

Name of Applicant: (*Please Print*) _____

Applicant's Signature: _____

For the Theatre

Signed at: _____

This day of: _____

Signature: _____

R.S. Dickinson (per 1549093 Ontario Ltd)

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

The Historic Gayety Theatre Rental Rates

Deposits

A \$500 Deposit is required to hold all reservations; \$300 for schools. Deposits are non-refundable within 120 days of performance date.

The Historic Gayety Theatre

Capacity 350

Performance Rates	Duration	Fee	
Commercial Rates	Evenings	\$850 (applies to a 5 hour period between 5pm and 11pm)	
	Matinees	\$700 (applies to a 4 hour period between 8am and 4pm)	
	Full Days	\$1200 (applies to any 10 hour period between 8am and 11pm)	
School Rates	Evenings	\$750 (applies to a 5 hour period between 5pm and 11pm)	
	Matinees	\$600 (applies to a 4 hour period between 8am and 4pm).	
	Full Days	\$1100 (applies to any 10 hour period between 8am and 11pm)	

Note: On statutory holidays there is a \$100.00 surcharge on all rentals to offset additional staff costs.

Note:

- Set-up/Rehearsal Rental Rate is based on a 4 hour minimum.
- Performance rental rate (Hourly, daily or weekly) is based on a 4 hour minimum.
- The Bar and Concession are independently run and are open at their own discretion.

Technical Charges

Sound, lighting and equipment.

Package	Rate	Check all that apply
Audio Package "A"	\$200	
Audio Package "B"	\$175	
Audio Package "C"	\$100	
Wireless Lav Mic (Maximum 3)	\$30 each	
Wireless Headset Mic (Maximum 3)	\$50 each	
Wireless Handheld Mic (Maximum 2)	\$35 each	
Projector	\$125	
Screen	\$100	
Risers	\$5	
Follow spot Hire	Varied based on event	
Piano Tuning	\$175 each	
Grand Piano	\$300	
Upright Piano	\$150	
Lighting Package "A"	N/A	
Lighting Package "B"	N/A	
Lighting Package "C"	\$100	
Custom Gel and Lighting Focus	\$100- Requires Lighting Plot Before Event	

Crew and Staff

Technician	\$100 (4 hrs), \$200 (8 hrs), \$25/hr after 8 hrs	
Technical Director	\$140 (4 hrs), \$280 (8 hrs), \$35/hr after 8 hrs	
House Manager	\$20/hr	
Usher	\$14.50/hr	
Ticket and Lobby Agent	\$15/hr	

Other Services and Additional Fees

Ticket Services	\$1.50/ Ticket - Will Call \$50.00 Ticketor Set up Fee \$15.00 Ticket Site Changes After Setup	
Home Page Slider	\$50 per week	
Cleaning Fee	\$150.00	
Changes on Website/ Facebook	From \$15 - \$60 each (after initial set-up).	