

THE HISTORIC GAYETY THEATRE

RENTAL CONTRACT

This agreement is between 1549093 Ontario Ltd (COB as The Historic Gayety Theatre) hereinafter known as THGT and:

NAME: _____

ADDRESS: _____

PHONE (work): _____ PHONE (home): _____

GROUP NAME: _____

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.

DATE(S): _____

TIME(S): _____

EVENT: _____

EXPECTED ATTENDANCE: _____

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

GENERAL

- (A) 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.
- (B) The Applicant agrees to abide by the theatre capacity limit of 385 people.
- (C) 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.
- (D) 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:

- (A) A THGT policy state 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.
- (B) Rental time includes all set-up and strike time.
- (C) Rental time is charged from the points that show personnel enter the theatre until the time show personnel leave the theatre. The Applicant is responsible for policing this.
- (D) Minimum charges are applicable for both rehearsals and performances.
- (E) 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.
- (F) The Applicant agrees to provide a minimum of 2 ushers, plus one (1) usher per 100 where the house size exceeds 200 people. These ushers are required to enforce seating and safety regulations. If the applicant is unable to provide ushers, Theatre Operations will provide ushers at the cost of \$13.00 per hour with a minimum charge of 4 hours. THGT reserves the right to use Theatre staff as ushers.
- (G) **The Applicant agrees to provide THGT with a current Liability Insurance Certificate showing a minimum of One Million Dollars (\$1,000,000). This proof of Insurance must be presented to THGT 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 nonrefundable deposit and any expenses incurred on behalf of the Applicant.

THEATRE RATES AND TERMS

- **A deposit of \$200 per date is required in order to reserve each date requested.** NOTE: DATES WILL NOT BE HELD FOR MORE THAN 5 BUSINESS DAYS WITHOUT A DEPOSIT.
- 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.
- Technical specifications must be received at least 10 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 to the Theatre 10 days in advance of the event.
- Six seats will be retained as house seats by THGT.
- HST is applicable on Theatre Rental and will be added to the final total. Cheques post-dated after the contract due date will not be accepted. There will be a charge of \$50.00 for all N.S.F cheques

CHEQUES SHOULD BE MADE PAYABLE TO:

**1549093 Ontario Ltd
c/o 116 Hurontario Street, Suite 201
Collingwood, Ontario
L9Y 2L8**

Signature of Applicant _____ **Date** _____

THGT (Signature of Acceptance) _____ **Date** _____

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

RENTAL RATES AND TERMS

THE HISTORIC GAYETY THEATRE

161 Hurontario Street, Collingwood, Ontario

PERFORMANCE RATES	DURATION	FEE
1. Commercial Rates	Evenings	\$750 per performance
	Matinees	\$500 per performance
2. Local Non-profit	Evenings	\$600 per performance
	Matinees	\$400 per performance

- FULL DAY RATES AVAILABLE UPON REQUEST
- MATINEE RATE APPLIES TO A 4 HOUR PERIOD BETWEEN 8:00 AM AND 6:00 PM LESSEE MUST BE OUT OF THE BUILDING BY 6:00 PM
- ON STATUTORY HOLIDAYS THERE IS A \$100.00 SURCHARGE ON ALL RENTALS TO OFFSET ADDITIONAL STAFF COSTS

LIGHTING AND TECHNICAL CHARGES (includes the services of one technician)	
COMMERCIAL RATE	\$150.00 minimum charge or \$25.00 per hour, whichever is greater for rehearsal or performance of all shows.
LOCAL RATE	\$125 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)	<ol style="list-style-type: none"> 1. Piano Rental: Baldwin Grand Piano \$250 per show 2. Upright: \$50 per show 3. Piano Tuning: As billed by Tuner 4. On Stage Risers: \$10 per riser for assembly and disassembly 5. Follow spot rentals - \$50 per day per spot 6. Digital Projector & Drop down screen - \$200
INSURANCE	A certificate of public liability and property damage insurance for a minimum of \$1 million of coverage per event, with THE HISTORIC GAYETY THEATRE as the additional named insured, is mandatory . This is to be submitted to THE HISTORIC GAYETY THEATRE in advance of the event but no later than the load-in day. If APPLICANT does not produce proof of liability insurance THE HISTORIC GAYETY THEATRE has the right to deny access to the Theatre and the contract is cancelled without refund.
COMMISSION MERCHANDISE AND COLLATERAL SALES	There is a surcharge of 10% of the gross receipts from souvenirs, programs, librettos 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 \$100 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.