



CAPITOL ARTS CENTRE

RENTAL AGREEMENT 2017

This application is to be submitted to the General Manager of the Cameco Capitol Arts Centre, 20 Queen St. Box 416, Port Hope, Ontario, L1A 3Z4. The application **must be signed and a non-refundable deposit of \$200.00 per day (\$400 if not using our Box Office)** must be paid before contract is valid.

Date of Event:	
Description of Event:	

For use of the **Studio/Sculthorpe Theatre**, this application **must be signed and a non-refundable deposit of 50% of the rental fee per day** must be paid before contract is valid.

The Cameco Capitol Arts Centre hereby grants:

Hereinafter referred to as **the renter**, the use of the:

	CAPITOL THEATRE
	AK & BOB SCULTHORPE THEATRE

The renter agrees to execute to the rental conditions set forth herein and to the conditions additionally set forth in any other schedules or addenda that have been made part of this rental agreement. The special conditions of this rental agreement are as follows:

1. **The renter agrees to pay** to the Cameco Capitol Arts Centre the rental fees as listed in Schedule B as well as any additional fees or expenses, which may be imposed as a result of provisions set forth in any schedules, or addenda, which have been made part of this rental agreement.
2. **The rental fees** shall be payable, less deposit, ten days after invoiced.
3. **The following documents** are part of this rental agreement:
4. **Schedule A** - General Conditions of Use
5. **Schedule B** - Rate Sheet
6. **The General Manager of the Capitol Theatre must approve** all technical requirements at least six (6) weeks prior to the first date of use. The renter must arrange a meeting with the General Manager to discuss in detail all technical requirements.

Signature on this page indicates that renter agrees to all conditions related in Schedule A & B

Cameco Capitol Arts Centre:		Renter:	
Dated:		Dated:	

RENTER INFORMATION

NAME OF GROUP		HST #	
CONTACT PERSON			
ADDRESS	CITY		
	PROVINCE		
	POSTAL CODE		
TELEPHONE		EMAIL	
ORGANIZATION TYPE:			
NON-PROFIT		CHARITABLE #	COMMERCIAL
TYPE OF FUNCTION:			
TIMES OF FUNCTION:			
Intermission <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Catered Event <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Autographs To Be Signed <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Merchandise For Sale (15% to Capitol) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Merchandise Seller Required <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Tables Required <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> How Many? _____ Linens Required <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/>			

ADDITIONAL NOTES: *(Please provide as much detail as possible about your event. For example: table set up, arrival times, departure times, and anything else we may need to know about your event.)*

TICKET SALES

Will you be using the Capitol Theatre Box Office? **YES** **NO**

Ticket Prices(all fees included): _____

Applicant's Signature: _____ Date: _____

SCHEDULE "A" - GENERAL CONDITIONS OF USE

1. The Capitol **may refuse or cancel facility use** by the renter at any time if, in its opinion, the anticipated use may not be in the best interest of the Capitol Theatre.
2. The Capitol may not be used for any **political purposes** or to further individual causes without the expressed written consent of the Board. This ban includes but is not limited to oral communications, the distribution of material (written or otherwise) or display material within the confines of the Arts Centre.
3. The facilities may be **used only by the applicant** and may not be sublet. The renter shall indemnify, hold harmless and defend the Capitol Theatre Heritage Foundation, its agents, employees and volunteers from any and all claims, demands, actions and/or causes of action for liability or judgment for injury to, or death of any person, or damage to property in any way connected with the renter's use of the Capitol Theatre facilities.
4. Any Commercial Renter shall secure **Commercial General Liability Insurance in its own name** and adding the "Capitol Theatre Heritage Foundation, its Agents, Employees and Volunteers" as Additional Insureds. The policy shall contain a Cross Liability Clause. The minimum Inclusive Limits of coverage per occurrence shall be: \$1,000,000 Bodily Injury and Property Damage; and \$1,000,000 Personal Injury Liability. Insuring provisions shall cover all activities and operations of the Premises by the renter. A Certificate of Insurance is required. It shall be issued by the insuring company and filed with the General Manager of the Capitol Theatre no later than ten (10) days prior to the first use of the Premises by the renter. No policy shall contain an expiry date earlier than fortyeight (48) hours after the last use of the Premises by the renter. Renters unable to provide Commercial General Liability Insurance, please contact David Elliott of Elliott Insurance Services 27 Queen St, Port Hope, ON, by phone 905.885.2061 or email david@elliottinsuranceservices.com
5. To receive **not-for-profit designation**, an organization must provide a charitable number.
6. The Poster Boxes and **Capitol Theatre Marquee** will be available to the renter at management's discretion..
7. Under no circumstances shall **alcoholic beverages** be brought into the facility.
8. **Smoking and vaping/the use of e-cigarettes** is strictly prohibited throughout the Capitol Arts Centre.
9. The renter shall, at least seven (7) days prior to the event, **designate an individual** who shall be in attendance throughout the event and who shall have the authority to take or give instructions on behalf of the renter with respect of the event. The designated individual must be present at the facility at all times throughout the duration of the event, commencing when entry is first permitted to the renter and its patrons, and continue until all members, patrons, guests, invitees, or contractors have left the facility.
10. **Equipment** furnished as part of the rental agreement shall be that which the Capitol chooses to make available and may be operated only by persons with sufficient training and skills to guarantee safe and proficient operation. The Capitol shall have final determination over who may operate the equipment.
11. It is **prohibited to affix or attach any materials or equipment to any wall, floor or ceiling in the facility** or cause any decorations to be placed in any hall or stairway without the approval of the Capitol Theatre management. Any cloth or cloth drapery shall be treated with an acceptable flame retardant.
12. Any **Pyrotechnics** used as part of a show must be cleared with management first and will at the least require a licensed individual to use them. No fog machines.
13. **Sound pressure** levels during performances will run at levels no higher than 85dB continuous and 100dB impulse (peak) as set in the Safety Guidelines for Live Performances Industry. Failure to comply with these levels will result in a \$250.00 fine.
14. The renter shall not **make repairs or alterations to equipment or facilities**. There will be no painting or building of sets, props or costumes within the theatre complex. Failure to comply will result in a cleaning cost penalty of not less than \$250.00
15. Any property or other **items left on the premises** after end of rental day will be disposed of by the theatre and any expense will be charged back to renter. A minimum disposal fee of \$250.00 will be withheld from payment.
16. The Capitol shall not be held responsible for renter's property being used or left on the premises of the Capitol Theatre and property not removed after expiration of the agreement will be disposed of at the renter's expense.

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17. The Capitol Theatre operates under rules set in the **Safety Guidelines** for Live Performances Industry. Safety equipment such as hard hats and steel toe shoes or boots is required to be worn on stage by all personnel involved in load-in fit-ups, tear-downs and load-outs of shows. The Theatre will stop all work on stage should these Guidelines be ignored. Renters will also sign and return the attached Due Diligence form.
18. The Capitol Theatre reserves the right to restrict the **number of hours** the renter spends in the theatre. Any periods of time in excess of 12 hours per day must be cleared with management for approval.
19. The renter and the **General Manager shall inspect** the premises before occupancy and on the morning after vacating the premises in order to assess any damages suffered. The renter shall reimburse the Capitol for damaged, lost, used or stolen equipment or materials at the cost of repair or replacement and repairs to theatre facilities necessitated by and resulting from the renter's use of the Capitol's facilities.
20. The renter shall be fully and solely responsible for any issues of **copyright infringement** that may arise as a result of the renter's use of the facility. The renter shall be responsible for the payment of any and all royalties, or claims for royalties, which shall be due or arise as a result of the renter's use of the Capitol Theatre.
21. The Capitol Theatre will provide a **House Manager and ushers** as part of the rental agreement. Renters will not be allowed to use their own ushers.
22. The Renter and any persons with the Renter (i.e. actors, musicians, etc.) must use the back-stage door when entering the theatre for performances and/or rehearsals. **The Capitol Management parking spaces** are not to be used by the Renter at any time.
23. **Seating Capacity** - The Capitol Theatre seats 380. Under no circumstances shall the number of tickets sold or the number of attendees exceed the number of seats available.
24. All advertising shall list ticket prices. Failure to comply with this will result in an additional non-compliance fee of \$250 to be added to the rental costs.
25. **Tickets printed through the Capitol Theatre Box Office and Ticketfly** will include all applicable taxes, and will be subject to the surcharges per ticket quoted on our rate. Prices advertised for performances will include all surcharges. Failure to comply will result in a noncompliance fee of \$250 to be added to the rental costs. All ticket sales are final. We do not offer exchanges or refunds on tickets sold. We do not "hold" seats. For General Admission tickets, a sample ticket shall be submitted to The Capitol Theatre for approval prior to sale.
26. **Any printed material must include The Capitol Theatre Logo** and the words "THE CAPITOL THEATRE" (all caps). Promotional materials distributed by the renter must have prior approval of The Capitol Theatre. No posters bearing the Capitol Theatre logo or name shall be placed on public or private property without the permission of property owner.
27. The Capitol Theatre will administer **concessions and bar service** for all events. Private receptions and caterers must be passed through and approved by the Theatre. Even with approval the Theatre retains the rights of serving all liquid refreshments. The operating of Bar Service remains at the discretion of the Theatre.
28. The Theatre will **receive the proceeds from all concessions and bar service** conducted on the premises.
29. The Capitol Theatre requires one staff member be present during merchandise sales. Capitol staff will administer and receive a 15% commission on all **merchandise sold on the premises**.
30. The Capitol Theatre retains the sole right to conduct **fundraising activities** during all performances.
31. The Capitol will retain **eight seats to every performance** in the theatre. These will be designated house seats and will be used at the discretion of the theatre.
32. **Complimentary tickets** requested by the renter will be charged at rate of \$1.50+HST per ticket.
33. **Release of Ticket Sales** - Proceeds from ticket sales for the renter's event(s) will be released within seven (7) working days following the week in which the renter's event(s) took place.
34. Capitol Theatre will not admit **children** under age three (3), unless the program is intended for the very young.
35. **Disruptive behaviour** by anyone will not be tolerated. Patrons will be seated at all times, and will not be permitted to crowd around the stage area.
36. For any event, which The Capitol Theatre feels that there is the potential for disruptive behavior (i.e. rock concerts), **security** will be provided at a cost to the Renter.

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- 37. The Capitol Theatre reserves the right to **eject any objectionable person or persons from the facility**, and upon exercise of this authority by the Capitol Theatre management, agents or policemen, the renter hereby waives any right and all claims for damages.
- 38. **If the Renter cancels an event** in which tickets have been sold not using the Capitol Theatre Box Office, the Renter shall be obliged to notify the public of the cancellation and return ticket funds at its own expense. Failing to do so, the Capitol may make such notice at the expense of the renter. In the event that the renter used the Capitol Theatre Box Office, it shall be the responsibility of the Theatre to reimburse ticket holders. The renter will be charged for all expenses incurred in this reimbursement process and the ticket surcharge will still apply.
- 39. **The renter hereby submits with this signed agreement, a non-refundable deposit in the amount of \$200.00 per rental day.** If the renter cancels its use of the Capitol's facilities at any time, which is less than two months (60 days) prior to the scheduled commencement of the event, the renter will be responsible for payment of the full amount of the cost of the rental of the theatre for the dates, which had been booked by the renter.

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DUE DILLIGENCE – *Occupational Health & Safety Act*

The most recent interpretation of the Occupational Health and Safety Act (the Act) is that theatres are considered construction zones during load-ins, fit-ups, tear-downs and load-outs. This means that they must comply with the Acts requirements under the "Construction" regulations.

The "Construction" regulations require that all people working on the designated site wear protective headwear (hard hats) and protective footwear (safety shoes or boots) at all times (load-ins, fit-ups, tear-downs and load-outs). During rehearsals, performances, scene changes, act changes and changeovers the theatre then falls under the "Industrial" regulations and protective head/footwear shall then be worn only when there is risk of injury.

Under the act, both the theatre and renter officers, directors, supervisors and workers can all be charged if found negligent. If convicted of an offence, maximum penalties can be \$25,000 and/or imprisonment for an individual to \$500,000 for a business.

While the Capitol Theatre will make every effort to ensure that the Act is adhered to, each organization renting the Theatre will designate an individual who will bear responsibility for their workers.

Please return this form with the name of the person and his/her signature to indicate that they understand the rules designated by the *Occupational Health & Safety Act* and that they will take responsibility for their crews and make every effort to see that the act is enforced.

NAME	
TITLE	
SIGNATURE	
DATE	

SCHEDULE "B" - RATE SHEET

Capitol Theatre Rental Charges – Plus HST	Non-Profit	Commercial
Full or Part Day	\$1100.00	\$1400.00
Second Performance, Same Day	\$700.00	\$1000.00
1 Theatre Technician for 8 hours	\$310.00	\$310.00

AK & Sculthorpe Studio Theatre Rental Charges – Plus HST	Non-Profit	Commercial
Full or Part Day	\$400.00	\$1200.00
Second Performance, Same Day	\$300.00	\$500.00
1 Theatre Technician for 8 hours	\$310.00	\$310.00

ADMIN FEES

Admin Fees are Box Office charges including Credit Card sales, ticket stock, telephone costs, and regular staff. They do not include any additional on-line ticket sales service charges. The net ticket price includes HST but the facility fee and handling charges are extra. Please note that complimentary tickets will be charged at the rate of \$1.50 per ticket.

Standard Rates	Cost Per Ticket
Box Office Cost Per Ticket Cost - \$0 - \$29.99	5% of ticket cost HST included
Box Office Cost Per Ticket Cost - \$30 - \$49.99	4% of ticket Cost HST included
Box Office Cost Per Ticket Cost - \$50 +	3% of ticket Cost HST included

TICKET PROCESSING FEES

The Cameco Capitol Arts Centre's ticket processing system, Ticketfly, will charge the following fees on all tickets for the right to purchase tickets through the Ticketfly System.

Ticket Price	Ticketfly Fee per Ticket
All ticket prices	\$1.07 plus HST

A FULL DAY INCLUDES

Use of the Theatre & backstage facilities for 8 hours.	Cleaning of the theatre. House Manager and Front of House Staff.
Lighting: Use of standard house plot. In case of pre-hangs or where major deviation from house plot is required, time of technician to change lights and time required to return lights to house plot will be charged to renter.	Sound: If a Technician is required, an extra charge will apply (see Rental Charges above); however, sound equipment is available for use and included in the rental price. If you require more than we have, it is your responsibility to rent it. If you have complicated sound needs, you can coordinate renting extra equipment through the Capitol's Sound Technician. Contact the Theatre Manager for more information.
Box Office hours are set by the Theatre. These are normally Monday-Friday 10:00 AM to 4:00 PM and one hour before each performance. Additional hours required by the Renter will be charged for at the rate of \$20.00/hour.	

AGREEMENT FEES

Total Amount Agreed Upon	
ADD HST	
TOTAL DUE	

DEPOSIT AMOUNT	
REVISED TOTAL	
BALANCE DUE DATE	

RENTER'S SIGNATURE: _____

NOTES:
