



Wingham Town Hall Theatre Rental Terms, Conditions and Contract

This agreement dated the _____ day of _____, 20____

BETWEEN

(hereinafter called the "Renter")
Party of the First Part

AND

The Corporation of the Township of North Huron
(hereinafter called "North Huron")
Party of the Second Part

WHEREAS North Huron owns and operates a theatre facility in its Town Hall located at 274 Josephine St., Wingham, Ontario, which it is willing to rent to the Renter upon the terms and conditions hereinafter set out;

RENTAL OF THE TOWN HALL THEATRE

The Wingham Town Hall Theatre is an accessible venue and part of the Wingham Town Hall building. This is a multi-use building and the theatre is not sound proof.

This Agreement Witnesseth that in consideration of the Terms and Conditions herein set out, the Parties hereto agree as follows:

1.0 GENERAL PROVISIONS

- 1.1 No application to rent the Wingham Town Hall Theatre shall be approved which will interfere with the day-to-day operations of Town Hall, including public access, maintenance or renovations.
- 1.2 The Renter and users of the Town Hall Theatre shall behave in a responsible manner.
- 1.3 No person under the age of 18 shall rent the Town Hall Theatre or be the signing authority.
- 1.4 The Renter is responsible for any damage or injury capable of giving rise to cause of action consequent on its occupation and specifically acknowledges that crowd control is its responsibility.
- 1.5 The Renter shall make full restitution for any damages or injury arising out of its occupation of the Wingham Town Hall Theatre.
- 1.6 The Renter acknowledges that smoking is not permitted in any part of the Town Hall building. Smoking is permitted a minimum of 9 metres from the main entrance.

- 1.7 The Renter acknowledges that North Huron provides fixed seating with the rental of the Town Hall Theatre. Any other equipment needed by the Renter, including, but not limited to, sound system, public address system, and audio-visual system is the responsibility of the Renter and requires prior approval by the Municipality of North Huron.
- 1.8 The Wingham Town Hall Theatre provides 420 fixed seats which is the maximum number of persons allowed in the Town Hall Theatre.
- 1.9 The Renter acknowledges that access to the Town Hall Theatre is available from the front of the building. The Side Entrance is accessible to persons with disabilities and provides access to the elevator. The doors will be opened 30 minutes prior to the event (if the event is starting after Town Hall hours of 8:30 a.m. to 4:30 p.m. Monday to Friday, excluding holidays) and will be left open for 15 minutes after the start of the event, then the door will be re-locked. It is the responsibility of the Renter to monitor the Side Entrance access to allow access after the Side Entrance is locked.
- 1.10 The Renter agrees that use of the Town Hall Theatre for set-up and take-down by the Renter shall be considered additional rental times and rental fees applicable will be charged to the Renter. Set-up and take-down shall take place after regular Town Hall hours (8:30 a.m. to 4:30 p.m. Monday to Friday) unless approved by North Huron in advance. Any approval granted may be cancelled or revoked at any time and cessation will take effect immediately, when requested.
- 1.11 The Renter acknowledges that North Huron will endeavour to ensure that the heating and air conditioning systems are adequate to Renters; however, North Huron shall not be responsible should the temperature in the Town Hall Theatre be less than adequate.
- 1.12 The Renter agrees that where additional climatization (heating, air-conditioning) is required, other than normal and in addition to the actual rental times, it shall be at the Renter's sole expense. North Huron shall determine the costs for the additional climatization and the operation thereof shall be administered by North Huron. Prior approval of North Huron for additional acclimatization is required.
- 1.13 The Renter agrees that:
- a) all Terms and Conditions as set out herein shall be binding upon the Renter, their respective heirs, successors and assigns;
 - b) the Wingham Town Hall Theatre is not available for use on Christmas Eve, New Year's Eve and the following identified holidays: New Year's Day, Christmas Day, and Good Friday;
 - c) notwithstanding b) above, the Wingham Town Hall Theatre is not ordinarily available on other holidays when the Town Hall is closed to the public, but if a request for rental of the Town Hall Theatre is made for a holiday not identified in b) above, that request is subject to custodian availability and the rental fees are doubled;
 - d) ticket sales and/or tickets issued shall not exceed the maximum number of allowable seats in the Town Hall Theatre and North Huron shall determine this number at its sole discretion. North Huron shall not be liable nor shall it pay any compensation to the Renter or to ticket holders who are not able to be seated at an event because of excess tickets sold or issued.

- 1.14 The Renter is responsible for advertising or promotion of any authorized event at the Wingham Town Hall Theatre, including the selling of tickets. North Huron does not provide these services.
- 1.15 The Renter agrees that all persons must be out of the facility by 11:30 p.m. Please see Schedule A for additional rental information.
- 1.16 The Renter agrees to vacate the premises within 30 minutes of the termination of the function for which the Wingham Town Hall Theatre is rented or by 11:30 p.m. at the latest. The Wingham Town Hall Theatre Custodian shall be the last person to leave the building.
- 1.17 The Renter cannot assign, transfer, convey, sublet or otherwise dispose of the permission granted by North Huron for the use of the Town Hall Theatre.
- 1.18 North Huron assumes no responsibility for loss of revenue due to mechanical breakdown or acts of God.
- 1.19 Signs are permitted on the Town Hall Theatre at the discretion of North Huron staff.
- 1.20 The Renter agrees, that at the discretion of the Township of North Huron, security in the form of police or an acceptable private security company, may be reasonably required at the Township's request. The cost of the security is an additional expense to the renter.
- 1.21 The renter agrees to release, waive and forever discharge, the Township of North Huron and its employees, council members, officials and officers from all claims, demands, costs, expenses, actions and causes of action in respect of death, injury, loss or damage to persons or property however caused, arising or to arise by reason from rental of the Wingham Town Hall Theatre. The renter further agrees to indemnify and save harmless the Township of North Huron from and against any and all liability arising from or as a result of the rental of the Wingham Town Hall Theatre.
- 1.22 The renter agrees to comply with all Federal, Provincial and Municipal By-Laws and resolutions particularly those pertaining to games of chance, lotteries, gambling and alcoholic beverages.

2.0 PROHIBITED USES AND EVENTS

- 2.1 The Town Hall Theatre shall not be used for the following types of events:
 - a) functions where alcohol is being consumed;
 - b) daytime performances, theatrical productions and rehearsals when the Wingham Town Hall offices are open to the public. (8:30 a.m. to 4:30 p.m. Monday to Friday, excluding holidays);
 - c) any event or purpose which may render the insurance on the Wingham Town Hall void or voidable or which might cause the premiums for such insurance to be increased;
- 2.2 Renter agrees that no food or beverages with the exception of water will be served as part of the event in the Wingham Town Hall Theatre.
- 2.3 The Renter agrees that confetti or confetti-like products, cooking equipment, open flames, burning of incense or candles are not permitted in the Wingham Town Hall building or on the grounds of the Town Hall.

- 2.4 The Renter agrees that the use of any equipment, device or machine that produces or intends to produce smoke, fog, dry ice effects or any similar effect is prohibited from use in the Town Hall.
- 2.5 The Renter agrees to abide by the Noise By-law and any other applicable North Huron By-laws and policies.
- 2.6 The Renter agrees that the use of any flames, or pyro techniques is prohibited in the Town Hall

3.0 PRE-RENTAL INSPECTION AND SET UP

- 3.1 The Renter agrees that prior to the Renter's use of the Wingham Town Hall Theatre, Municipal staff will conduct a pre-rental inspection with the Renter or an authorized agent. The pre-rental inspection will include the completion of a check-list that will be compared with a post-rental inspection.

Failure to attend the pre-rental inspection shall make the rental of the Wingham Town Hall Theatre null and void and North Huron shall not be responsible for any costs or expenses of the Renter.

- 3.2 The Renter agrees not to make any alterations to any part of Town Hall including, but not limited to, the theatre, lobby, stage, hallways, or stairways. The Renter agrees to leave the said premises, fixtures and fittings in the same condition as found prior to use of the Wingham Town Hall Theatre.
- 3.3 The Renter agrees not to install any equipment or affix anything to the walls, floors, stage, ceiling, balcony, woodwork etc. Taping, stapling, nailing or adhering of anything to the stage, balcony, walls, floors and woodwork is strictly prohibited.

4.0 EMERGENCY PROCEDURES

- 4.1 The Renter agrees to keep all halls and doorways clear of obstructions. All doors leading into stairwells in the building must not be obstructed in any way. Emergency exits are marked and shall be kept clear of all obstructions.

5.0 SUPPLEMENTARY STAGE LIGHTING

- 5.1 The Renter shall not use the supplementary stage lighting unless operated by a competent, qualified lighting technician and subject to prior approval of North Huron. The existing stage lighting must be returned to its original state and location immediately after the event.
- 5.2 The Renter agrees that the qualified lighting technician using the system shall follow all applicable safety laws and use appropriate safety equipment.
- 5.3 The Renter agrees to pay the cost for rental equipment to North Huron should equipment need to be rented to facilitate any change to the supplementary stage lighting. Rented equipment must be used by a person with elevated work platform training and fall arrest protection training.

6.0 OTHER ROOMS OR AREAS

- 6.1 The Renter agrees that no other rooms or areas of the Town Hall are to be used by the Renter.

- 6.2 The Renter agrees that there are no kitchen facilities available with the rental of the Wingham Town Hall Theatre.

7.0 TAXES AND SOCAN TARIFFS

- 7.1 The Renter agrees to comply with all applicable federal and provincial requirements including, but not limited to, the *Retail Sales Tax Act* of the Province of Ontario, the *Goods and Services Tax Act* of the Government of Canada and the *Liquor Licence Act* of Ontario.
- 7.2 The Renter acknowledges that SOCAN (Society of Composers, Authors and Music Publishers of Canada) is a performing right society which authorizes the public performance of musical compositions under the terms of the *Copyright Act*. The Renter agrees to pay all applicable SOCAN license fees directly to SOCAN in accordance with SOCAN Tariff No. 8 and any successors thereto, for events with live and/or recorded music including events such as performances, assemblies, receptions and parties.

8.0 INSURANCE

Liability insurance for your protection is not provided under this rental contract with North Huron. In the event of injury to, or destruction of person or property, you will be held liable. Contact your insurer to ensure that your liability insurance is adequate for the use of the Wingham Town Hall Theatre.

- 8.1 The Renter agrees to obtain liability insurance coverage on a form of coverage issued by an insuring company acceptable to North Huron, which names 'The Corporation of the Township of North Huron' as an additional named insured and contains a Cross Liability Clause. Liability insurance coverage of at least \$2,000,000 per occurrence is required for all functions.
- 8.2 The Renter shall provide North Huron, at least 14 days before occupying the Wingham Town Hall Theatre, with the insurance certificate showing the required insurance coverage. Failure to provide the insurance certificate as required will result in the cancellation of the Contract by North Huron and no refunds will be provided.
- 8.3 The Renter agrees that North Huron shall not be liable for any damage to any property or other effects of the Renter or its employees or agents, nor shall North Huron be liable or responsible for any loss of property from or on the said facilities, however occurring. Agents include caterers, music and/or entertainment providers and any sub-contractors.

9.0 POST-RENTAL INSPECTION

- 9.1 The Renter, or his/her authorized agent, agrees to meet with Municipal staff immediately after removal of any equipment, props etc., utilized in conjunction with the event for a post-rental inspection. The post-rental inspection is based on the pre-rental inspection.
- 9.2 As part of the post-rental inspection, the supplementary stage lighting will be checked to ensure it was returned to its original state and location immediately after the event.
- 9.3 The Renter acknowledges and agrees that failure to meet with North Huron staff shall result in the post-rental inspection being conducted in his/her absence.

9.4 The Renter agrees that any damages identified in the post-rental inspection shall be the sole responsibility of the Renter and further agrees to pay all damages to North Huron immediately upon receipt of invoice.

10.0 FEES, DEPOSITS AND CHARGES

- 10.1 The Renter agrees to pay all Rental Fees in accordance with the fee structure set out in Schedule "A" attached hereto. All fees are payable to 'Township of North Huron' by debit, cheque, cash, VISA, Mastercard and are subject to applicable taxes. All fees are also subject to an annual increase based on the previous year's Consumer Price Index (All Items), rounded to the nearest dollar. The Rental fees to be paid are the fees in effect at the time the event is held and not necessarily those in effect at the time of booking.
- 10.2 The Renter shall pay a damage/security deposit of \$200.00 at the time of submitting an application to North Huron Recreation Office. Failure to submit the damage/security deposit shall be considered an incomplete application and the booking shall not be accepted by North Huron.
- 10.3 The amount of actual rental fees and charges shall be finalized by North Huron after the event and an invoice prepared. Should the damage deposit not be utilized, the amount will be deducted from the rental total.
- 10.4 The Renter agrees that the balance of any fees shall be paid in full upon receipt of invoice. A service charge of 1.25% per month shall be added to all overdue accounts.
- 10.5 The Renter acknowledges and agrees that North Huron will not waive any fees or charges for use of the Town Hall Theatre where the event is over, but the Renter's equipment is still in the Town Hall Theatre.

11.0 CANCELLATIONS

- 11.1 The damage/security deposit is non-refundable unless the event is cancelled by North Huron. North Huron reserves the right to cancel this rental agreement at its sole discretion. The Renter shall notify North Huron of any cancellation at least 15 days prior to the scheduled event. Failure to comply with this policy will result in loss of damage/security deposit.
- 11.2 The Renter acknowledges that cancellation by North Huron for reason of breach of any of the provisions of these terms and conditions by the Renter or any of its members or associates, or by persons in attendance associated with the event, may result in expulsion or eviction of any or all persons from the said premises, at the discretion of North Huron or its employees, or authorized agents and all fees/deposits paid shall be forfeited by the Renter.
- 11.3 North Huron reserves the right to oversee the function being held and, if in its sole and absolute discretion, the conduct of the Renter or any person admitted by the Renter is not proper and is not in good taste, North Huron shall have the right to request the Renter to discontinue its function and vacate the premises or to request any person or persons to vacate the premises and the said request shall be promptly carried out.

12. ALCOHOL RISK MANAGEMENT POLICY

- 12.1 The Municipality of North Huron has designated the Wingham Town Hall Theatre an alcohol-free facility. The consumption of alcohol is prohibited on the premises.

12.1.2 Rowdy or intoxicated individuals will be refused entrance to Town Hall Theatre.

ENFORCEMENT PROCEDURES FOR POLICY VIOLATION

- 12.2. A violation of this agreement occurs when the Renter fails to comply with the no alcohol policy. The municipality staff and/or local authorities and/or an Inspector of the Alcohol and Gaming Commission of Ontario may intervene if there is a policy violation.
- 12.2.1 The Renter or designate, or the designated monitor, may intervene by informing the offending individual(s) of the policy violation and ask that it stop. Renters or designates, and monitors should feel encouraged to intervene in this way because intervention at other levels could result in a loss of privileges and could lead to legal charges.
- 12.2.2 The municipality and staff will take steps to ensure the policy violation stops. Depending upon the severity of the policy infraction, the Renter may be asked by the municipality to stop the violation or they may be closed down. Should the Renter fail to comply, the police may be called for enforcement.
- 12.2.3 Where the Renter has violated this alcohol policy, and has been notified of the violation, they may receive a registered letter advising of the violation, and indicating that no further violations will be tolerated. Some violations are serious enough to warrant immediate shutdown or denial of access. This decision may be made by the municipal staff, Liquor Licence Inspector, police. Depending upon the severity of the infraction, charges may be laid under the *Liquor Licence Act* of Ontario or any other relevant legislation.

In order not to penalize responsible organizations and individuals from using facilities, individual violators of this policy may be isolated and prevented from using our facilities.

IN WITNESS WHEREOF the parties hereto have set their hands.

As the Renter or the authorized representative of the Renter, I have read, understand and will observe these Terms and Conditions under which this Rental Application is being made and I hereby accept full responsibility for the obligations stated herein, including all fees and charges.

Name of Renter: _____
(please print)

Date: _____ Authorized Signature: _____

Notice of Collection

Personal information collected on this Application is collected by The Corporation of the Municipality of North Huron under the authority of the Municipal Act, 2001 and will be used by municipal staff to review applications for rental of the Town Hall Theatre and for administrative purposes. Questions about the collection and use of the personal information may be referred to the Municipal Clerk, during business hours.

The Corporation of the Township of North Huron

Date: _____ Authorized Signature: _____

SCHEDULE "A"

The Corporation of the Township of North Huron

2017 Town Hall Theatre Rental Rates

Damage Deposit of \$200.00 is required at time of booking.

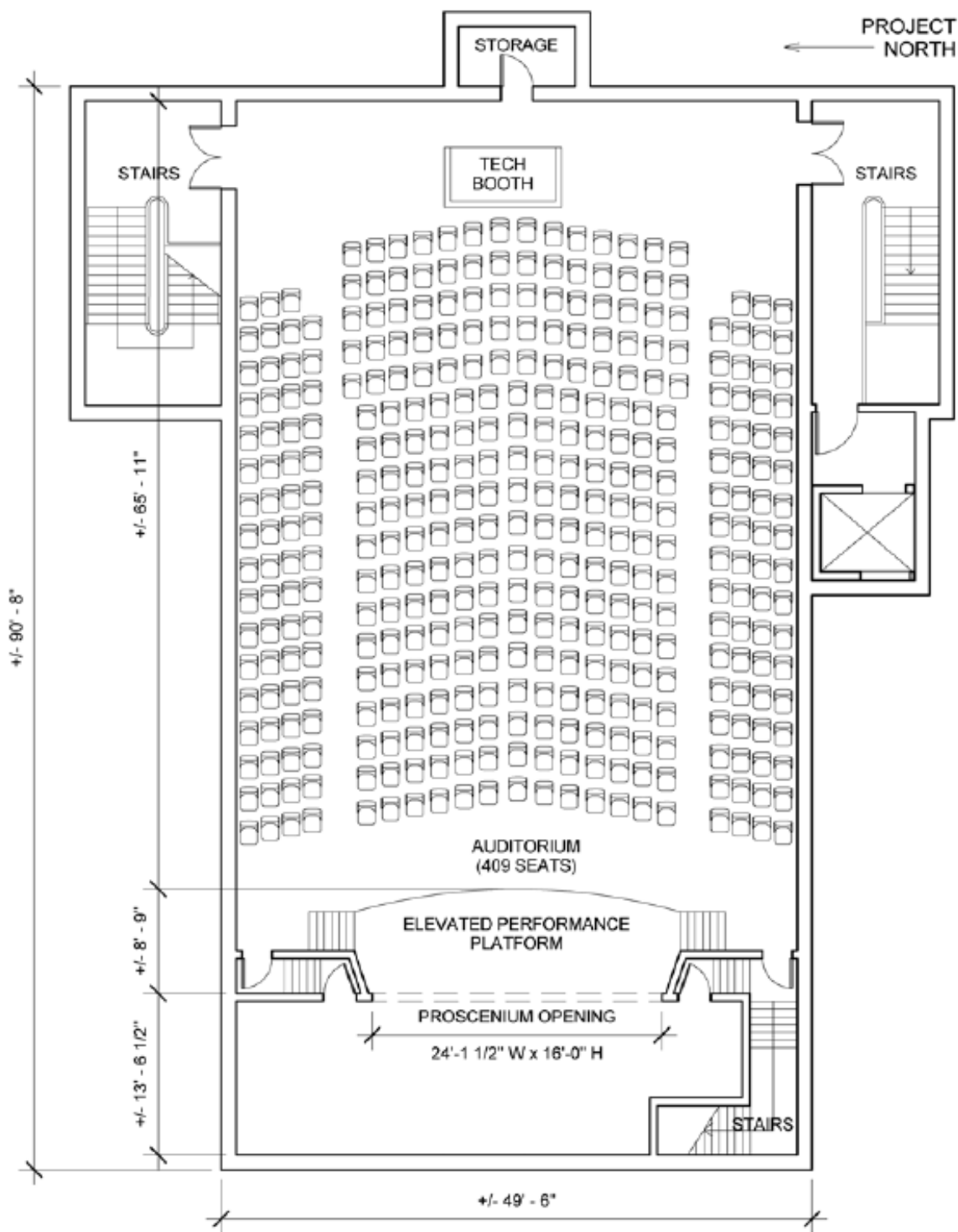
RENTAL DETAILS	FEES
Basic Flat Rate - Private	\$100.00/day
Basic Flat Rate - Community Group	\$70.00/day
Rehearsal Rate - no Flat Rate charged	
Private	\$35.00/hour
Community Group	\$24.50/hour
Performance rate - in addition to Flat Rate	
Monday – Friday 4:30 p.m.- 11:30 p.m.	
Saturday & Sunday 7:00 a.m. – 11:30 p.m.	
Private	25.00/hour
Community Group	24.50/hour
<i>Note: a minimum of 2 hour booking required for Saturday and Sunday</i>	
Hours after 11:30 p.m.	
Private	\$52.50/hour
Community Group	\$36.75/hour

*All rates will be doubled on holidays

**All rates are also subject to applicable taxes.

Schedule "B"

WINGHAM TOWN HALL THEATRE
SECOND FLOOR



Schedule "C"
WINGHAM TOWN HALL THEATRE
RENTAL INTAKE FORM

ORGANIZATION’S NAME		
APPLICANT’S NAME		
FULL ADDRESS		
TELEPHONE NUMBER	Day	Evening
TYPE OF EVENT		
DATE & TIME OF RENTAL Please list all days and times required		
NUMBER ATTENDING EVENT		
Any special notes:		

DETAILS OF YOUR RENTAL REQUIREMENTS

<p>Do you want theatre?</p> <p>Do you want lighting?</p> <p>Who is your technician?</p> <p>Do you need other items set up?</p>
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