

Thank you for your interest in The Station Theatre for your special event. We are pleased that you are considering renting our unique facilities but reserve the right to exclude certain activities that may not be appropriate for our theatre. In order to answer questions you may have, we have provided the following information.

Description of Facility - The Station Theatre is located in an historic railway station located on Victoria Street in Smiths Falls. It is a state of the art facility with a spacious and uniquely designed foyer and an intimate 140-seat theatre space. Attributes include:

Two-storey lobby area:

- Lower level 19' x 35'
- Upper level 14' x 35'
- Anti room 14' x 8'
- Fully accessible entrance to theatre on main floor
- Entrance to the theatre on both levels
- Large Box Office space (can be used as a refreshment area or bar for licensed events)

The Pat Smith Performance Centre provides:

1. 140 cushioned seats including two, 3 seat "box" areas and 2 wheelchair accessible spaces
2. Raised stage – minimum performance space 27' (L) by 22' (W)
3. Enclosed "Juliet" Balcony with right wing access
4. 8' Backstage area including more 4' left & right wing space
5. Full retractable curtain across proscenium arch
6. Enclosed tech booth with Strand 200 light board and Audio Pro 12 channel 600W audio board
7. 6 1000W Spots and 16 500W wash lights
8. 6 Wireless mikes, 6 Phantoms, 4 mike stands
9. Wireless Internet access
10. Projection system which includes a wireless link from the stage to the projector for Powerpoint and other presentations from the stage.
Note: Renters computer must have a VGA output to link to the projector.
11. Large "green room" with separate washroom and access to backstage and wings
12. Two dressing rooms with 2 fully lit make-up tables
13. Separate "backstage" entrance for actors and crew

General Regulations - The use of The Station Theatre (hereinafter referred to as the "Theatre"), by community, non-profit, private and commercial groups is encouraged. The Smiths Falls Community Theatre Foundation, the management board of the Station Theatre (hereinafter referred to as "SFCTF"), has three main priorities when making the Station Theatre available:

1. Protection of the building and its contents
2. Appropriate community programming, and;
3. Recovery of costs related to providing a clean, safe historic setting for special events.

Definitions:

Commercial: Any group using the theatre for profit, when an admission fee is charged, tickets sold, or a service or product is offered for sale.

Private: Any group function not open to the public that does not charge any type of fee or admission for the event.

Non-Profit: A community or other organization that operates expressly for the benefit of the community or a cause such as schools, service clubs, etc. (Note that you may be required to submit a copy of your current tax-exempt letter or certificate at the time of your reservation.)

Availability:

As the management body of Theatre, the SFCTF has first rights to its use for productions, related rehearsals and other functions. While this does affect the availability of the theatre for outside events, we do want to share our beautiful space and so will work with you and do our best to accommodate your needs.

Accepted Usages - The space can be used for meetings, workshops, exhibitions, artistic performances, celebrations or other uses subject to the approval of the SFCTF Executive.

Fee Schedule:

Enclosed is the current fee schedule for the rental of the Theatre. The rental fee will be charged for a period of up to 6 hours, including set-up and take-down. You will be charged a per hour fee of \$50/hour for more than 6 hours unless arrangements have been agreed to prior to the commencement of the event. The time is calculated from unlocking until locking of the Theatre.

Reservation Deposit

A reservation deposit of \$100 must be paid to reserve the date for your event. This deposit will be credited toward the rental fee.

Cancellation

In the event of a cancellation made in writing more than 4 weeks before the event date or should the SFCTF not be able to accommodate the event, the reservation deposit will be fully refunded.

Damage/Disappearance Deposit

A damage/disappearance deposit of \$150 is required. This is a returnable deposit and is not part of the rental fee. It is due at the time of the event. You are responsible for clean up related to the event immediately after the event. This includes food, beverages, dishes and garbage. All chairs, tables, etc. must be cleared away and the theatre left in the condition it was prior to the event. Once the Theatre has been inspected by the SFCTF representative and found to be in good condition, your deposit will be returned. Any damages incurred during the event risk the forfeit of the deposit.

General Use of Space Rules - The following articulates the general rules to be followed by all parties wishing to utilize The Station Theatre, hereinafter referred to as the Theatre, for their event:

1. The SFCTF requires one authorized representative to be on site at all times the Renter and related personnel are within the Theatre.
2. When the Theatre is occupied by the public, associates or guests of the Renter, it will be under the control of the representative supplied by SFCTF;
3. No food or beverages shall be brought into or consumed in or around the Theatre building without expressed written consent from the SFCTF executive and appropriate license; even with expressed consent and appropriate license, no food or beverages are permitted in the Pat Smith Performance Centre, they are to be consumed either in the foyer or in the actor's preparation area (green room) such as is required either by necessity or union contract obligation.
4. Smoking is prohibited inside the building and at least four (4) metres from any entrance to the building;
5. No nails, tape, tacks, signs, posters or other objects are to be hung or placed in any manner on any surface of the Theatre except in areas as indicated to the SFCTF executive at the time of this contract;
6. No confetti, rice etc. is to be thrown in or around the building;
7. Candles, lanterns or other open flames are prohibited inside the building without specific written permission of the SFCTF;
8. All garbage must be properly bagged and stored in trash cans as provided by the SFCTF;
9. Renter is responsible for all set-up and clean-up related to the event unless otherwise stipulated in the agreement;
10. Electrical outlets are not to be overloaded;
11. Loud music is prohibited in accordance with relevant bylaws;
12. All activities shall be concluded by midnight (12 a.m.);
13. Organizers agree to pay any excessive maintenance or clean-up costs incurred by the SFCT related to their use of the facilities;

14. Ticket printing and sales, advertising and / or any other promotion of the event are the sole responsibility of the Renter;
15. All fees, wages, royalties, dues and any other charges associated with the production are to be paid by the Renter;
16. Only authorized personnel are permitted to be backstage or in dressing rooms adjacent to the stage area;
17. The Theatre will provide air conditioning, electrical power, water, and assist with normal pre- and post-event cleaning for the auditorium and stage areas. Note: The Theatre has NO backup electrical generation equipment. The uninterrupted supply of electricity for all lighting, sound amplification equipment, etc., is totally dependent upon the local power provider;
18. Renter acknowledges that it has been advised that SFCTF does not provide any security service in conjunction with the rental of the facility. Also, the SFCTF shall not be liable for any loss of or damage to any personal property which the Renter or its personnel may bring onto the premises of the facility;
19. In the event of cancellation of an event by the Renter, the Renter will make public announcements at a reasonable frequency, at the Renter's expense, immediately upon cancellation. In the event that refunds are to be issued, the Renter will be responsible for refunding monies for tickets issued to the Renter and will have a representative available in the facility at the time of the cancelled performance. In the event of cancellation, the Theatre will be closed and not be available to the Renter;
20. The SFCTF will interrupt and terminate any activity to protect the public or in the event that the Renter is in violation of this agreement. This is at the sole discretion of the SFCTF representative.
21. Should the SFCTF require additional police protection related to the event, a decision that is at its sole discretion, all related cost will be charged to the Renter.
22. Renter will furnish to the SFCTF the name, mailing address, street address, e-mail and phone number(s) of the Renter's representative. The Renter's representative will be the sole person authorized to make decisions or to negotiate with the SFCTF. The Renter's representative must be present at each performance. The Renter's representative will be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the SFCTF representative. The Renter's representative will be fully authorized to act for and execute documents on behalf of the Renter.
23. SFCTF personnel will have the right to enter any part of the facility at any time.
24. The SFCTF may distribute to the audience announcements and literature concerning future Theatre attractions whether such attractions are under the auspices of the Renter or not.
25. Technical production-sound/lighting/rigging/dressing room rules sets, costumes, props, flashpots, smoke machines, laser lighting equipment, and any other materials must be approved in advance by the SFCTF Technical Director as well as conform to all fire and safety codes. The provisions of the fire prevention code that prohibit smoking, flammable decorations, open flames, and explosive or flammable fluids, gases and compounds must be observed. The SFCTF may require written evidence that all such codes have been observed and that operators have the required license(s).
26. Any material, equipment, or object which may endanger the life of, or cause bodily injury to any person or constitutes a hazard to the facility is prohibited from the facility. The SFCTF has the right to refuse to allow any material, substances, equipment or object to be brought onto the premises and the right to require its immediate removal.
27. Delivery of sets, costumes, and other materials prior to contracted time will not be accepted by the SFCTF unless prior arrangements have been made and payment for additional time in the space has been made. If any sum is to be paid to the carrier upon delivery, the SFCTF representative will not accept any goods shipped to the facility for the Renter.

Abuse of any of these rules risks the loss of future rental privileges.

Package Descriptions – Indicate which of the available packages best fits the needs of your event. Please note that all packages are negotiable and are only provided for illustration purposes.

Basic Package

Non-Profit/Private Rate: \$250

Commercial Rate: \$250 plus 5% of ticket sales ¹

Includes:

- Use of full theatre including lobby
- Technical Director
- House Manager
- Front of House staff
- House Lights
- House Sound System with no additional external electronic equipment
- Lectern
- 1 Microphone/Stand
- Use of Green Room, 2 dressing rooms and make-up tables

Presentation Package

Non-Profit/Private Rate: \$350

Commercial Rate: \$350 plus 5% of ticket sales ¹

Includes:

- Use of full theatre including lobby area
- Technical Director
- House lights
- House Sound with no additional external electronic equipment
- Sound technician
- Lectern
- 3 microphones & stands
- Use of Green Room, 2 dressing rooms and make-up tables
- Stage lights set & on/off
- Lighting technician for setup
- House Manager and Front of House staff

Performance Package

Non-Profit Rate: \$500

Commercial Rate: \$500 + 5% of ticket sales ¹

Includes:

- Technical Director (technical, dress rehearsal & performance(s))
- Use of theatre for technical & dress rehearsal
- Lighting technician (technical ,dress rehearsal & performance)
- Use of theatre for performance
- House Manager and Front of House staff
- Full theatrical lighting with technician
- Full theatrical sound with technician
- Use of Green Room, 2 dressing rooms and make-up tables

Note: The Performance package is for standard 6 hours rental of the theatre for the event. However, it also includes a six (6) hour setup/dress rehearsal time on the night prior to the performance (from 5 p.m.-11 p.m.) or on the day of the performance (from noon until 6 p.m.) for a total of eleven (11) hours use of the Theatre. The theatre will be available two hours before the performance for use of the cast and crew.

¹ Allowance will be made to allow event to recoup fees prior to applying ticket surcharge

Corporate Package

Non-Profit/Private Rate: \$385

Commercial Rate: \$385 plus 5% of ticket sales¹

Includes:

- Use of full theatre including lobby
- Use of projection and existing sound system with house technician
- House lights & Sound with no additional external electronic equipment
- Lighting technician for setup, if required
- Lectern
- 3 microphones & stands
- House Manager and Front of House staff, if required

NOTE: Identified packages are only guidelines and can be altered to suit your needs. Please indicate other arrangements required (describe in detail) and a mutually arranged fee will be established for your event:

Note: For all packages, a Technical Director is included in the price of the package, who will oversee all technical requirements for the event and reserves the right to make final determination on acceptable use of its technical equipment and the house. As well a House Manager will be attendance throughout the event to ensure acceptable use of the premises and to respond to any unforeseen issues or requirements.

If you wish to apply for use of The Station Theatre for your event, please return this agreement and application form (below) to the address below or emailing it to thestationtheatre@gmail.com along with remittance of a deposit cheque for \$100 to confirm acceptance of this agreement and secure dates:

**Smiths Falls Community Theatre
P.O. Box 846
Smiths Falls, ON K7A 4W6**

Contact Person:

Please leave a contact name, phone number and/or email address along with the best time to call. A theatre representative will contact the contact person you have designated to confirm details of the event.

THEATRE RENTAL AGREEMENT

This Agreement is executed on this ____ day of _____, 20____ by and between the Smiths Falls Community Theatre Foundation (hereinafter referred to as “SFCTF”) and

(Full legal name of individual or organization responsible for rental. Hereinafter referred to as “Renter”)

Renter Representative:

Address: _____

(street) (city) (prov) (pc)

Phone: _____ email: _____

Renter’s Technical Person: _____ Email/phone: _____

Circle one that best describes your event : **non-profit** **community** **private** **profit** **other** _____

Venue required (check one): Pat Smith Performance Centre and Foyer
Station Theatre - foyer only

Number expected to attend event: _____

Date(s) and time(s) of event:

Description of event:

Technical requirements of event:

How will ticket sales (if applicable) be handled? _____

Who will be doing your publicity (if applicable)? _____

Phone: _____

E-mail address: _____

The following additional information is required for your Calendar listing (if desired) on the Theatre web-site;

Name of Event: _____

Admission Charge (if applicable): _____

Ticket location(s) and/or contact phone number: _____

Contact person for patrons: _____

Your website for patrons (if applicable): _____

The parties agree as follows:

1. The SFCTF hereby grants, and the Renter hereby accepts, conditions for renting The Station Theatre hereinafter referred to as the "Theatre" (as described below) during specified period:

- Load-In Time/Date: _____
- Load-Out Time/Date: _____
- Length of Event: _____

2. Renter shall use the Theatre only for the public performance or the event described herein, together with usual and customary rehearsals, load out, and other activities normally associated with such event.

3. For purposes of this Agreement, the Theatre shall include those areas designated in selected rental package.

4. Renter hereby agrees to pay rental fees indicated for the package chosen and specified in the agreement:

Total Agreed Rental Fee: _____ **Renter's/ SFCTF Designee's Initials:** ____/____

Note: \$100 of the rental fees shall be made payable upon execution of this agreement and the balance shall be due at least ten (10) business days prior to the date of event.

Merchandise Sales: Renter is responsible for the sale of any event related merchandise at the Theatre.

Taxes: Renter shall be responsible for all taxes, including but not limited to sales and use taxes.

Damage to THEATRE / Cleaning: Renter is responsible for any and all damages to the theatre caused by acts of Renter or its agents, employees, patrons, guests and artists whether accidental or otherwise. **Renter agrees to leave the Theatre in the same condition as existed on the date Renter took possession, ordinary wear and use excepted.** This includes restoration of the theatre basic lighting, rigging and sound plots. Any additional charges incurred because of unusual clean-up or incomplete technical restoration will be borne by the Renter including the removal of unused programs, stage properties and lobby displays, etc. The minimum fee for such removal is \$50.00. The SFCTF shall not be responsible for any property the Renter leaves in the Facility after the termination of the rental period, and Renter hereby agrees to pay for the reasonable cost of disposal of such property.

Insurance: The Renter assumes liability for any damages to the theatre and its contents resulting from of any member of their cast or crew :

- a) The Renter shall provide the SFCTF with a copy of their liability insurance policy for insurance coverage of one (1) million dollars;
- b) if the Renter has no such policy than they will agree to a the arranging of adequate coverage through the insurer of SFCTF and any related costs
- c) SFCT or the Station Theatre accepts no responsibility for any loss, injury or damage suffered by the Renter or any patron, agent, volunteer or employee of the Renter.
- d) The Renter expressly waives any liability on the part of SFCT for any loss, injury or damage suffered by the Renter or any patron, agent, volunteer or employee of the Renter.
- e) In the event of claim or potential claim by any patron, agent, volunteer or employee of the Renter, the Renter agrees to indemnify and save and hold harmless SFCT from any damages or award of damages, unless those damages or award of damages are the direct result of tortuous behaviour solely on the part of SFCT.

Indemnification: Renter hereby agrees to indemnify and save harmless the SFCTF (together with its officers, directors, employees, agents, and contractors) of and from any and all claims or lawsuits arising out of (or alleged to arise out of) its actions, or the actions of its agents, employees, or contractors, in connection with this agreement, including but not limited to reasonable attorneys fees and the expenses of litigation. This obligation shall survive the termination of this agreement.

Licenses: Renter hereby warrants that it has obtained all necessary licenses for the performance and display of any plays, music, or other copyrighted material during the Event, and hereby agrees to indemnify and hold the SFCTF harmless for any liability arising from its failure to obtain such licenses in advance of the Event.

Force majeure, impossibility: In the event that, as a result of storms, fire, disaster, official evacuation, power failure, public tumult, or other events outside of the control of the parties, the performance of the Event shall become impossible or inadvisable, this Agreement shall be cancelled without liability on the part of either party.

No Warranties: Renter acknowledges and agrees that the SFCTF has made no representations, express or implied, concerning the fitness of the Theatre for the use contemplated for it by the Renter. Renter represents that it has had adequate opportunity to inspect the facilities and determine their fitness and adequacy prior to entering into this Agreement. The SFCTF shall make best efforts to provide the Facility as inspected, including utilities, but it shall not be liable for any special or consequential damages, and its maximum liability under any circumstances shall be limited to the amount of rental fees actually collected.

Laws and ordinances: Renter agrees to observe and abide by all applicable provincial and federal laws and ordinances, including but not limited to noise ordinances and fire codes.

Assignment: This Agreement may not be assigned by either party without the express written permission of the other having first been obtained.

Nondiscrimination: Renter agrees that it shall not discriminate against any person with regard to admission to the event with respect to such person's race, color, sex, national origin, religion, age, veteran status, political affiliation, or disability.

Audit: In the event that all or a portion of the ticket sales are sold by the Facility, a mutually agreed upon party will conduct an audit on ticket sales at the close of the box office the night of the performance.

Costs of enforcement: In the event it becomes necessary for the SFCTF, due to the Renter's non-performance of any of its duties under this Agreement, to pursue legal remedies to enforce the provisions of this Agreement, or to pursue damages for a breach thereof, Renter agrees that the SFCTF shall be entitled to reasonable costs of collection and attorney's fees.

Riders: Riders attached to this Agreement by the SFCTF are incorporated into the Agreement as if fully restated herein. In the event of any discrepancy between such Riders and this agreement, this agreement shall control.

Relationship of Parties: The parties to this Agreement are independent contractors. Nothing in this Agreement is intended to create the relationship between the parties of employer/employee, agent/principal, partner, or joint venture.

Subletting: Renter may not sublet or assign space(s) to any other entity. Renter may not utilize the rented space(s) for any purpose other than that specified in the contract.

Entire Contract: This written agreement, signed by the parties, contains the parties' entire understanding with respect to the subject matter hereof, and supersedes any and all prior correspondence, discussion, and representations. Notwithstanding the foregoing, Renter represents that it has read and fully understands the Terms of Agreement for Theatre and, which is incorporated herein by reference.

Authorized Signature: The person signing this Agreement on behalf of Renter warrants that he/she is duly authorized by Renter to sign this Agreement on Renter's behalf.

Security: At the discretion of the SFCTF, security may be required with the cost to be incurred by the renter.

In witness whereof, the parties have caused this Agreement to be executed by their authorized representatives. Renter's signature below also acknowledges that renter has read, agreed to and received a copy of the Rental Guidelines.

SMITHS FALLS COMMUNITY THEATRE FOUNDATION

NAME, SFCTF Director

RENTER

Authorized Signature

Print name and Title