

## The Station Theatre Rental Contract

### General Information

Thank you for your interest in The Station Theatre for your 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** - The Station Theatre is located in an historic railway station at 53 Victoria Avenue in Smiths Falls, website: smithsfallstheatre.com. It has:

A large two-storey lobby:

- Lower level 5.8M (approx. 19') x 10.67M (approx. 35')
- Upper level 4.27M (approx. 14') x 10.67M (approx. 35')
- Coat room 4.27M (approx. 14') x 2.44M (approx. 8')
- Fully accessible entrance to theatre on main floor
- Entrance to the theatre on both levels
- Two accessible public washrooms
- Large Box Office space (can be used as a refreshment area or bar for licensed events)
- Kitchen equipped with microwave, refrigerator and some warming equipment.

The Pat Smith Performance Centre (Theatre space) provides:

- Seating for up to 139 which includes one permanent wheelchair space plus one additional space that can be converted to accommodate another wheelchair (removes 2 seats)

Stage attributes:

- Raised proscenium stage has a performance space of 8.23M (27') by 6.7M (22')
- Enclosed "Juliet" Balcony with right wing access
- Backstage area 2.44M (8'), 1.22M (4') left & right wing spaces
- Full retractable curtain across proscenium arch
- Large "green room" with 2 washrooms and easy access to backstage
- Two dressing rooms
- Multiple hair and make-up areas
- Separate "backstage" entrance for actors and crew
- Stage video monitor

Technical components:

- An enclosed tech booth with 24 channel lighting console,
- 12 channel audio mixer and Blu-Ray DVD player.
- A ceiling mounted video projector and remote controlled screen on stage for movie/video screening.

Lighting

- Strand 200, 24 channel DMX lighting console (1)
- Front of house 500 W incandescent spots (12), manual aiming, manual focus and colour gels
- Stage overhead 500W fresnel wash lights (16), manual aiming, fixed focus and colour gels

Audio

- Soundcraft EPM12, 12 channel, 2 Aux bus analog mixer (1)
- Crown XLS1500 Stereo Power Amplifier, 300W per channel (1)
- Behringer DEQ2496 digital EQ (1)

- Harman dbx1231 analog EQ (1)
- Yorkville YX15 Main Speakers (2)
- Yorkville YX10P Powered Monitor Speakers (2)
- Yamaha REV100 Reverb (1)
- Sennheiser e835 Vocal microphones (4)
- Audio Technica Pro 45 Hanging Condenser Microphone (4)
- Shure T4A Wireless lapel mics (6)
- Apex Electronics 180 Pencil Condenser Microphone (3)
- Apex Electronics 190 Stubby Pencil Condenser Microphone (4)
- Apex 435 Wide Diaphragm Condenser Microphone (2)
- Boom mic stands (6)
- Straight mic stand (1)
- Handheld wireless mic (1)
- Active DI Box (1)
- Passive DI Box (1)

#### Video

- LG BD620 Blu-Ray DVD Player (1)
- Panasonic PT-DW6300 DLP Projector configured for HDMI (1)
- Remote PowerPoint control “clicker”

A Lectern with electrical hook-ups (1) is also available

**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 structure for the rental of the Theatre and usual “packages”. Related fees 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 initial

unlocking until final locking of the Theatre at the end of the event. Note that packages are suggestions and as such, flexible. SFCTF will do its best to accommodate specific needs of the event within its capacity to do so.

### **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, due at the time of the event, **may be required** depending on the type of event. This is a returnable deposit and is not part of the rental fee. **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 or loss incurred during the event risk the forfeit of the deposit and/or additional costs related to identified damage or disappearance of items.

**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 at least 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(s) supplied by SFCTF;
3. No food or beverages shall be brought into or consumed in or around the Theatre building without expressed consent from the SFCTF executive and appropriate license; even with expressed consent and appropriate license, only bottled water is permitted in the Pat Smith Performance Centre. Other food or beverages are to be consumed either in the lobby or in the performer'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 SFCTF 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, tap 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 costs 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 assigned to the event 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.**

## Sample Package Descriptions

Indicate which of the available packages best fits the needs of your event. Please note that these packages are provided predominantly for illustration purposes and as such are negotiable and alterable at the time of contract signing to meet the needs of the event. **Any amendments subsequent to the finalization of the contract need to be received at least 7 days prior to the date of the event and may affect the rental fee.**

### Limited Package

Rate: \$125 <sup>1</sup>

#### Includes:

- Use of lobby & kitchen only
- Building Manager/Supervisor (SFCT rep)

### Basic Package

Non-Profit/Private Rate: \$250

Commercial Rate: \$250 plus 5% of ticket sales <sup>2</sup>

#### Includes:

- Use of full theatre including lobby & kitchen
- House Manager (SFCT rep)
- House Lights & Sound System **with no additional external electronic equipment**
- Sound and/or lighting assistant for setup and event
- Lectern
- Microphone(s) & Stand(s) as required
- Use of Green Room, dressing rooms and make-up tables

### Event Package

Non-Profit/Private Rate: \$350

Commercial/Professional Rate: \$350 plus 5% of ticket sales <sup>2</sup>

#### Includes:

- Use of full theatre including lobby & kitchen
- House Manager and Front of House staff (as required)
- Use of house lights & sound system **(additional external electronic equipment required to be negotiated)**
- Sound and/or lighting assistants for setup and event
- Lectern
- Microphone(s) & Stand(s) as required
- Use of Green Room, dressing rooms and make-up tables

### Performance Package

Non-Profit Rate: \$500

Commercial/Professional Rate: \$500 + 5% of ticket sales <sup>1</sup>

#### Includes:

- Use of full theatre including lobby & kitchen
- House Manager and Front of House staff for performance
- Use of theatre for rehearsal
- Technical Director for rehearsal & performance
- Lighting technician/assistant for rehearsal & performance
- Use of projection system
- Full theatrical lighting & sound for rehearsal and performance **(additional external electronic equipment required to be negotiated)**

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<sup>1</sup> Maximum hours limited to 6 including set up and removal

<sup>2</sup> Allowance will be made to allow event to recoup fees prior to applying ticket surcharge

- Use of Green Room, dressing rooms and make-up tables

**Note:** The Performance package is for standard 6 hours rental of the theatre for the event (e.g. from 4 pm cast/crew arrival to 10pm) and a six (6) hour setup/dress rehearsal time on the night prior to the performance (e.g. from 5 p.m.-11 p.m.) or on the day of the performance (e.g. from noon until 6 p.m.) for a total of twelve (12) hours use of the Theatre.

**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:**

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Note: For all packages, a House Technician and/or Manager is included in the price of the package, who will oversee all technical and event requirements. They reserve the right to make final determination on acceptable use of the house and its technical equipment. 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](mailto: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: \_\_\_\_\_

Please indicate which category best describes your organization:

**non-profit community corporate private professional other** \_\_\_\_\_

Area required (check one): Full theatre including lobby and/or kitchen

Theatre Lobby (and/or kitchen) only

Other – please specify

Name of Event: \_\_\_\_\_ Number expected to attend event: \_\_\_\_\_

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

Description of event:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Technical requirements of event – please be very specific including the need for any external equipment to be connected. Please also note if you will need external equipment we need to ensure that our theatre can manage it before we can accept your event.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How will ticket sales (if applicable) be handled? \_\_\_\_\_

Who will be doing your publicity (if applicable)? \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Will you wish any merchandise to be sold in relation to event?  Yes  No

If so please indicate the nature of such merchandise \_\_\_\_\_

Do you wish your event included on the SFCT/Station Theatre website, newsletters or other promotional materials?

Yes  No If Yes, the following additional information is required:

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): \_\_\_\_\_

Indicate any other promotional materials involved/planned \_\_\_\_\_



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:

- Date(s) and length (in hours) of Event: \_\_\_\_\_
- Load-In/Set-up Time(s)/Date(s): \_\_\_\_\_
- Load-Out/Clean-up Time(s)/Date(s): \_\_\_\_\_

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 unless other arrangements have been pre-approved.

**Merchandise Sales:** Any sale of merchandise to be pre-approved and renter is responsible for the sale and security 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, then they will agree to go through the insurer of SFCTF to arrange adequate coverage and will be responsible for any related costs.
- c) SFCTF 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 SFCTF 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 SFCTF 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 SFCTF.

**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.

**Non-discrimination:** 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**

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NAME, SFCTF Director

**RENTER**

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Authorized Signature

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Print name and Title