

RENTAL AGREEMENT

Following are the rules and regulations governing rental agreements between **Horizon Stage Performing Arts Centre** (referred to as the Theatre) and **renters** (referred to as the Lessee).

1. RENTAL CONDITIONS

1. A credit card number is required, in the event there is damage to the facility, and is required at the time your contract is signed.
2. Your rental time **shall include the load-in, set-up, performance and load-out (including removal of all items)** as stated on your contract. Please respect the times of your contract. Do not arrive early and expect to have access to the Theatre.
3. You shall be charged for any time over your designated rental period as per your contract, to be determined by Horizon Stage management. An invoice for any additional hours and charges will be mailed to you within 30 days of your rental date.
4. The Theatre shall have the right at any time to eject or remove from the premises any person who is creating a disturbance, causing damage, or behaving in an objectionable, improper, or unsafe manner.
5. The Theatre, lobby area, drama room and dressing rooms must be kept clean and must be left clean after each use, with all decorations removed at the end of the event and refuse put in containers. **If any of these areas is not left in the same condition in which it was found, you will be contacted and the security deposit will be charged to your credit card.**
6. All belongings of the Lessee **must be removed** from the dressing rooms, the drama room, the Lounge and Theatre Lobby at the end of each day unless prior arrangements have been made with the Theatre technicians.
7. **We require adult supervision in the drama room at all times during your event.** As a general rule, we recommend **one adult per 20 children**. Students particularly must be supervised at all times in the dressing rooms, the drama room, and the theatre. **If adequate supervision is not provided, you will be contacted and the security deposit will be charged to your credit card.**
8. Food and drink (except bottled water) are not permitted in the Theatre or in the seats.
9. Any permit(s) required must be made in the name of the Lessee. Alcohol is not allowed on the premises without an appropriate permit and is never to be served to minors. The Lessee accepts full responsibility for any wrongdoing occurring during the use of the Theatre facilities.
10. Rental rates include:
 - Use of the entrance lobby and lobby washrooms
 - Use of the stage and seating areas
 - Use of available lighting and sound equipment
 - Basic white lighting wash of the stage. Any alteration and subsequent re-setting of lights shall be performed during the Lessee's rental period.
 - Use of an upright piano (tuning is extra, if requested)
11. The Theatre shall provide one Technician for each event. If the Technical Services Coordinators deems it necessary to have two technicians for your event, there will be additional costs.
12. Scheduling **must** include a 30-minute meal break for technicians after four hours. There is a one (1) hour overtime penalty for failure to provide a break.
13. The Theatre allows the sale of merchandise provided the Lessee has obtained approval by the Theatre at least forty-eight (48) hours prior to the commencement of the sale. Products may be sold only in the locations and times as specified by the Director of Cultural Services or his designate. **The Theatre will charge 15% commission on total product sales.**
14. **The Theatre reserves the right to charge the greater of the rental rate or 12.5% of gross box office sales.**

Initials: _____

15. The Lessee is responsible for remitting the appropriate fees to SOCAN for any music played during your rental.

2. BOX OFFICE SERVICES

If you would like to put your event on the Ticketmaster system, the following fees apply:

- \$65 set-up fee per event, plus GST,
- \$0.10 per ticket printed, plus GST, and
- 2.5% credit card charge.

Other considerations:

- There will be no refunds or exchanges on any tickets sold unless the event is cancelled.
- The Theatre is not responsible for lost or stolen tickets.
- The Theatre is not responsible for the advertising, promotion or the success of the ticket sales for this event.
- If requested, the Theatre will sell tickets for your event(s) during our regular office hours, which are Monday – Friday, 9:30 a.m. – 5:00 p.m.
- Tickets will be on sale at all Ticketmaster outlets, including charge-by-phone and Internet.
- A service charge will be applied to all tickets sold through Ticketmaster.
- Your organization will be given a financial settlement and cheque within 3 to 4 weeks after the close of your show.

3. FRONT OF HOUSE SERVICES

The Horizon Stagelights can provide front of house services which may include: Concession, Bar Service, Coat Check, Ticket Taking, Ushering and Product Sales. The fee for any of these services is \$5 per hour per volunteer. If you require any of these services we must have at least two weeks notice.

4. TECHNICAL RULES AND REGULATIONS

1. Only authorized technical crew assigned to the current rental event are allowed up the stairs to the mezzanine and technical booth.
2. No one is permitted on the overhead catwalks except the theatre technicians and their delegates.
3. No-one is permitted under the seats.
4. The Theatre does not permit set building or painting anywhere in the Theatre facility. Paint may not be brought onto the stage.
5. Props, set elements, and equipment shall not be affixed to any part of the stage, walls, ceilings or curtains without approval from the Theatre. No nails or screws may be used to fasten sets to the stage floor.
6. Set pieces must not block fire exits.
7. Please keep hairspray to a minimum in the facility.
8. The Theatre does not permit the use of pyrotechnic devices or open flames on the stage or anywhere within the facility unless prior authorization from the Theatre technicians is obtained.
9. The Theatre pianos are tuned at the start of each season. Additional tunings requested by the Lessee will be provided by the Theatre piano tuner only at the Lessee's expense (approximate cost is \$110, plus GST).
10. We are unable to provide sound assistance for Dance Organizations. It is your responsibility to provide an operator to run your sound from backstage.
11. Additional technical costs:

Baldwin grand piano per day	Cost depends on user group
3-step choral risers per day	\$50, plus GST
Portable stage per day	\$100 plus GST
Video projector per day	\$25, (Lessee must provide an operator)

Initials: _____

5. CANCELLATIONS

1. The Lessee may terminate this rental agreement on written notice, provided such notice of cancellation is received by the Theatre no later than thirty (30) days prior to the initial rental. The Theatre shall retain \$50, plus GST, per event to cover administration costs.
2. Should the Lessee fail to provide thirty (30) days written notice of cancellation, the Theatre shall retain the entire rental fee as liquidated damages. The damage deposit will be refunded.
3. In the event that, through an act of God, or acts of prohibition of any government authority, fire, action of the elements, strikes, civic commotion, or any cause whatsoever beyond the control of the Theatre, whereupon the Theatre is prevented from giving possession of the premises and performing the terms and conditions hereunder on its part, the same shall justify an immediate termination of this Agreement. The Theatre shall repay any deposits that have been made by the Lessee on account of this Agreement. The Theatre shall not be subject to any further liability for damage or loss suffered by the Lessee or others.

6. INSURANCE

1. The Lessee shall obtain and keep in force for the term of this Agreement such insurance with such coverage as may be necessary to enable the Lessee to carry out the Lessee's obligations to the Theatre under this Agreement. If requested by the Theatre, the Lessee shall provide the Theatre with a Certificate of Insurance, in a form acceptable to the Theatre, evidencing the coverage specified or requested by the Theatre, prior to the occupation or use of the facilities by the Lessee.

7. LIABILITY and GENERAL CONDITIONS

1. The Lessee hereby agrees to indemnify and hold harmless the Theatre, the City of Spruce Grove, Parkland County, its insurers and employees for any loss or damage whatsoever, howsoever incurred, to any property, individual or person using the licensed premises and further the licensee agrees to indemnify and hold harmless the Theatre, the City of Spruce Grove and Parkland County from any and all claims, demands, actions, causes of actions, damages, suits or proceedings either by the Lessee or by any patron, individual, employee, agent or volunteer used by the Lessee arising in any way relating to the rental or use of the facilities under this Agreement.
2. The Lessee shall exercise good care in the use of the premises and all related facilities and equipment. The Lessee shall be responsible for any loss or damage to the facilities, howsoever caused, arising out of the use or rental of the facilities under this Agreement and will promptly reimburse the Theatre with respect to the same resulting from any act or omission of the Lessee, its agents, employees, patrons and/or invitees. The Lessee shall pay upon demand the required sum to restore the facility to the condition prior to damage. The Theatre has the right to estimate the cost of repairs and withhold the damage deposit to pay for necessary repairs. Failure to pay for repairs to the satisfaction of the Theatre may result in prevention of the Lessee from booking further usage of the Theatre and designated facilities.
3. No modification or amendment to this Agreement shall be binding unless made in writing and signed by the parties hereto.
4. This Agreement shall not become binding until duly executed by the Theatre and the Lessee respectively and until any required funds are received from the Lessee.
5. The Theatre reserves the right to allow technical, management or caretaking staff to enter the facility at any time.

The undersigned has read and on behalf of the Lessee agrees to be bound by this Agreement and the Terms and Conditions contained herein and attached hereto.

Name of Organization (Please print)

Date

Representative (Please print)

Signature