

2019 – 2020 RULES & REGULATIONS

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

1. RENTAL CONDITIONS & USE OF PREMISES

1. Promotion and/or ticket sales for your event must NOT begin until a signed contract is received in our office.
2. A 25% deposit is required upon signing of your contract with the balance due 1 (one) month prior to your event rental date.
3. Your rental time shall include: **load-in, set-up, performance and load-out (including removal of all items)** as stated on your contract. Please do not arrive early and expect to have access to the Theatre. **Rental times will be strictly enforced.** An hourly rate will be levied against the lessee for using any part of an hour in excess of the time stated on the rental contract.
4. The Theatre, theatre lobby, drama room, dressing rooms, and lounge must be kept clean and left clean, with all belongings and all garbage removed at the end of each day. **If any of these areas is not left in the same condition in which it was found, you may be invoiced for additional cleaning fees.**
5. **Adult supervision is required within the facility at all times during your event.** As a general rule, we recommend **one adult per 20 youth.** Youth must be supervised at all times in all areas. **If adequate supervision is not provided, access to those areas may be restricted.**
6. Food and drink (except bottled water) are not permitted in the Theatre or in the seating area. Additional cleaning fees may be levied in the event of excess mess.
7. Your rental includes:
 - Use of the entrance lobby and lobby washrooms
 - Use of the stage and seating areas
 - Available lighting and sound equipment
 - Basic 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 an additional charge, if requested)
8. The Theatre shall provide a House Manager and technical support at each event. As per your production meeting, if the Technical Services Coordinator deems it necessary to have additional technicians for your event, there will be additional costs.
9. The Theatre shall provide at no charge, for safety and evacuation purposes, two volunteers at all rentals where the general public is in attendance. These volunteers will also provide ushering services. **These volunteers will sit in seats H101 and H318, and therefore these seats are not available for sale.** This will not apply to school shows with teacher/parent chaperones.
10. Wheelchair/handicapped seating is only in Row A, Seats 103 – 108. If more are required, contact the office before selling seats. Limited areas are available.
11. For rentals 5 – 8 hours long, scheduling **must** include one half-hour (1/2) meal break for the technician(s). For rentals longer than 8 hours scheduling **must** include two half-hour (1/2) meal breaks. There is a charge of \$30/technician (max 3) for failure to provide a break. **During the meal break the Theatre, Drama Room, Dressing Rooms, Lobby and School Lounge must be completely vacated.**

Initials _____

Horizon Stage Performing Arts Centre – Rules and Regulations
Page 2 of 4

12. 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. **The Theatre will charge 15% commission on total product sales.**
13. **The Theatre reserves the right to charge the greater of the rental rate or 12.5% of gross box office sales.**

2. TICKETING SERVICES

1. Ticket service packages are available, upon request, through the City Hall Ticket Centre at an additional charge as per the Horizon Stage Ticketing Agreement, and are sold through Ticketpro. For more information please contact us at 780-962-8995.
2. If renter chooses a different ticket seller they must provide ticket takers and all necessary equipment for scanning tickets, if required.

3. ADVERTISING/PROMOTIONAL RIGHTS

1. The Theatre consents to the Lessee, for the purpose of promoting your event, the use of the name “Horizon Stage Performing Arts Centre”, as the site location for the event and “City Hall Ticket Centre” as the location for the sale of tickets, if using Box Office Services, referenced in item 2.
2. **The use of the Horizon Stage logo is strictly prohibited.**
3. Horizon Stage Performing Arts Centre reserves the right to display its own marketing material in the venue, at its discretion.

4. FRONT OF HOUSE SERVICES

The Horizon Stagelighters can provide front of house services, upon request, at a fee of \$5 per hour per volunteer for bar service, coat check, concession, ticket taking, ushering, and product sales. If you require any of these services we must have at least three weeks’ notice. Some services are included as part of the ticket service packages – available upon request as per item 2.

5. 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 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 or walkways.
7. Please keep hairspray to a minimum in the facility.
8. For safety purposes if any large items are to be placed downstage at the renter’s request, the renter will be required to provide volunteers to stand near them while the audience enters and exits.
9. 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.
10. The Theatre pianos are tuned as needed for the Horizon Stage professional season. Additional tunings requested by the Lessee will be provided by the Theatre’s approved piano tuner only, at the Lessee's expense (approximate cost is \$110, plus GST), when available.

Initials _____

Horizon Stage Performing Arts Centre – Rules and Regulations

Page 3 of 4

11. We are unable to provide sound assistance for dance organizations. It is your responsibility to provide an operator to run your sound from backstage.

12. Additional technical costs will apply based on your booking application.

Baldwin grand piano, per day	Cost varies, please inquire
Fog Machine, per day	\$40, plus GST
3-step choral risers, per day	\$100, plus GST
Portable stage, per day	\$100, plus GST for 4 pieces, additional pieces are extra
Video projector, per day	\$40 plus GST (Lessee must provide an operator)
Wireless microphones (max 16)	\$45/unit/day or \$80/unit/week
20" Mirror Ball, per day	\$25, plus GST

6. TERMINATIONS/CANCELLATIONS

1. The Lessee may terminate this rental agreement upon 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 a fee of \$50 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.
3. The Theatre shall be at liberty to terminate this rental agreement if within 14 (fourteen) days of the rental date a signed contract has not been received from the Lessee and for any extenuating circumstances. Notice of cancellation in writing will be supplied to the Lessee.

7. INSURANCE & LIABILITY

1. The Lessee shall obtain and maintain in full force and effect General Liability Insurance in an amount of not less than Two Million (\$2,000,000.00) Dollars during the term of this Agreement 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.
2. Each party to the Rental Agreement and Rules and Regulations shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising out of or caused by the indemnifying party's gross negligence or willful misconduct in connection with the terms & services contemplated by the Rental Agreement and Rules and Regulations.

8. COVENANTS AND AGREEMENTS

The Lessee covenants and agrees to:

1. Abide by all existing federal, provincial or municipal laws, bylaws and regulations and any rules, regulations or directions of the Theatre regarding conduct of the rental.
2. Obtain all necessary approvals, permits, sanctions or licenses required by law for the purpose of the rental, including but not limited to Lottery or Raffle License, Liquor License, Alberta Health Food Services permit and to adhere to the requirements of those permits and licenses, if applicable.

Initials _____

Horizon Stage Performing Arts Centre – Rules and Regulations
Page 4 of 4

3. Ensure that the required Society of Composers, Authors and Music Publishers of Canada (SOCAN) and Re:Sound licensing fees are paid, in accordance with their Theatre booking. SOCAN requires that the user of any copyrighted live or recorded music, dramatic or other works obtain a SOCAN music license. Re:Sound requires that the user obtain a license to play recorded music or use any copyright material during the time of their booking. Please note that the use of copyright music in public without a valid SOCAN or Re:Sound license may lead to legal action for copyright infringement under the Copyright Act of Canada.

9. GENERAL CONDITIONS

1. 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. The Lessee shall be responsible for the cost of repairing any and all alteration, loss or damage that may have been caused by the Lessee, its employees, agents, representatives, sub-contractors, exhibitors, participants, or spectators during the rental period.
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. 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 and possible legal action if necessary.
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.
6. The Lessee acknowledges that the Theatre has entered into this agreement relying upon information provided by the Lessee and represents and warrants that all such information is true, accurate and complete. The Theatre shall not have any duty to verify any information or documents provided by the Lessee.

The undersigned has read and on behalf of the Lessee agrees to be bound by the Rules and Regulations contained herein and attached hereto for the 2019 – 2020 rental season (August – June).

Name of Organization (Please print)

Signature

Representative (Please print)

Date

Initials _____