

Venue Rental Agreement

| This agreement made on | between Rivercity Players Society (herein | after referred to as RPS), | | |
|--|---|----------------------------|--|--|
| located at 1080 Hemlock Street, Ca | mpbell River, and | | | |
| (hereinafter referred to as the Rent | er) for the purpose of using Rivercity Players facility | | | |
| Name of organization: | | | | |
| Contact person: | | | | |
| Email: | | | | |
| Phone: | | | | |
| Organization address: | | | | |
| Description of function: | | | | |
| Rental date(s): | | | | |
| Doors open time: | (min 30 min ahead) Event start time: | End time: | | |
| <i>Rental rates:</i> \$50 per hour, minimum of 2 hours. Actual time occupied will be invoiced. | | | | |
| <i>Licensed bar & concession:</i> Yes No Mandatory with any event with an audience. \$100 minimum sales. Renter will be billed the difference @ 60%. (RPS runs the bar & concession, and all proceeds remain with RPS.) | | | | |

Technical equipment:

Screen with projector required: Yes No \$50 flat fee for screen & projector use

Stage lighting required: Yes No \$30 per hour for sound & lighting equipment and operator & will be applied to the total time if any lighting or sound is required.

Sound required: Yes No

Description of sound & lighting:

50% deposit plus a \$250 damage deposit is required to confirm the rental as agreed. Balance due upon invoice post rental. Total deposit including \$250 damage deposit:

Paid by: E transfer Cheque Credit card Date paid:

E transfer can be sent to treasurer@rivercityplayers.ca Cheques to be payable to Rivercity Players.

Credit card: Name on card:

1080 Hemlock Street, Campbell River, BC V9W 3E4 Tel: 250-914-0419 Info@rivercityplayers.ca | rivercityplayers.ca



Expiry: CSV: Type name as signature:

Terms & conditions. Please read carefully and initial each one.

1. *Insurance:* Prior to the execution of this agreement, the Renter shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to RPS, and including Rivercity Players Society as additional named insured. Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000 per occurrence, including bodily injury and death to any one or more persons or for property damages. The Renter will provide RPS with evidence of such insurance coverage in the form of an executed copy of a "Certificate of Insurance" satisfactory to RPS no later than 7 days prior to the event. The Renter shall not permit anything to be brought on, or any act done on the premises, that would invalidate or increase the premium on policies of insurance held by RPS or which may deface the premises so leased.

2. The building and property shall not be used for any other purpose or be assigned to any other individual or organization without the prior consent of RPS.

3. The auditorium has a seating capacity of 96 person which cannot be exceeded, and the entire building has a maximum occupancy of 150 persons. The very front row is for disability seating and the seats can be removed to accommodate wheelchairs. Any person(s) in the auditorium seated or standing more than the maximum of 96 persons, or maximum occupancy of 150 persons in the building are in violation of the fire regulations and the event is liable to be terminated and the building evacuated, which will result in the rental contract being terminated and all rents paid to date or agreed upon being forfeited by the Renter. Any balance owing will be deemed payable on receipt of invoice.

4. No smoking of any kind or vaping of any kind is permitted in any part of the building or property.

5. If the Renter decides to cancel this agreement, the Renter shall give written notice to RPS at least 30 days before the event date. If proper notice is given, RPS will return any monies paid to date. If the Renter cancels the event or agreement with less than 30 days notice any money paid shall be forfeited to RPS as liquidated damages.

6. The rental fees do not include the rental of equipment, products or services provided by any outside source or 3rd party provider. Lighting and or sound technicians must be approved by RPS in advance to operate any lighting or sound equipment or to be in the technical sound and lighting booth.

7. The Renter shall not carry on nor allow to be carried on or done in the building any work, business or occupation which may increase the hazard of fire or liability to the theatre or employees of any kind or which may increase the rate of fire insurance against loss by fire or liability upon the building or invalidate any policy or insurance of any kind upon or in respect of the same.



8. No alterations are permitted to any part of the building, stage, backstage, lobby or property without prior written approval of RPS.

9. The Renter agrees to conduct it's activities in the building so as not to endanger any person on the premises and to indemnify and save harmless RPS against any and all claims for injury to any person(s) or property in the employ of our associated with the Renter, including any contractor or subcontractor arising out of the activities conducted by the Renter, its agents, employees, associates, invitees or guests.

10. The Renter further agrees with RPS to keep them indemnified at all times in respect of all actions, proceedings, claims, demands and expenses whatsoever which may be made or brought against or suffered RPS on the grounds that any performance, play, concert, musical, broadcast, telecast, meeting, lecture, film screening or any other event conducted by the Renter in the building is an infringement of any other person, or is defamatory or controversial.

11. The Renter shall comply at its own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Federal, Provincial, Municipal and other authorities and shall obtain and pay for all necessary permits and licenses and will indemnify and save harmless RPS from and against all manner of actions or causes or actions, damages, loss, cost of expenses which RPS may incur or sustain or be put to by reason of any neglect on the part of the Renter due to non-compliance.

12. The Renter covenants to abide by all bylaw and regulations, in particular covenants that it will abide by the rules and regulations set forth under the liquor license held by RPS and will follow the rules set forth by RPS. There is no alcohol to be brought into the theatre or on the property at any time by any Renter, its agents, employees, associates, invitees, guests, contractor or subcontractor.

13. The Renter shall remove all goods and chattels of whatsoever nature or kind other than goods and chattels belonging to RPS brought into the building by the Renter, its agents, employees, volunteers, contractors, subcontractors, invitees and guests on or before the termination of this rental agreement unless prior arrangements have been made and approved by RPS. If the Renter fails to remove the said goods and chattels, RPS may remove and store the same and the Renter shall be liable for the cost of such removal and storage, or RPS may store the said goods and chattels in the building at a minimum cost of \$50 per day. RPS will not be responsible nor liable for any damage or theft to the said goods and chattels occurring during such removal or storage or both.

14. If during the period of this agreement the building or any portion thereof shall be damaged by the act, default or negligence of the Renter, its agents, employees, associates, invitees, guests, contractors or subcontractors, the Renter shall pay to RPS such sum as shall be necessary to repair the damage and any costs suffered by RPS due to down time of other events or productions.

15. There is no food or beverages of any kind permitted in the sound & lighting tech booth.

16. The Renter shall ensure that the building and its facilities, including the lighting and sound booth and equipment are left in the same condition as they were before the rental period commenced, and shall leave the



premises in a neat and tidy condition ready for the next user. Failure to do so may result in the forfeiture of the cleaning / damage deposit and may result in additional charges for replacement or repair of any damages.

17. No food or beverages of any kind may be sold on the premises without prior written consent of RPS. The Renter acknowledges and agrees that the concession sales are conducted by RPS, and all revenues generated at the concession are property of and will remain with RPS.

18. No alcohol is permitted in the backstage area, on the outside grounds, in the washrooms and back halls of the building.

19. The Renter must always have a responsible individual available in the lobby 60 minutes prior to the event and during the event to accommodate public patrons. With prior approval this may be a RPS member.

20. The Renter is responsible for the cost of all promotional material associated with their event. This includes but is not limited to poster preparation, printing and distribution, advertising, printing, ticketing, ticket sales, billboards, playbills, programs and digital marketing. The Renter shall ensure that the tickets and all promotional material clearly state the date(s) and start time(s) of the event(s) and include appropriate warnings for such things as coarse language, loud noises, or anything of a sensitive nature. Promotional material must not contain concession information. All promotional material that contains the use of the name Rivercity Player Society, Rivercity Players, Rivercity Stage, the address or contact information of the society, must be approved by RPS before it is released.

21. No Renter, associated guests, invitees, employees, contractors or subcontractors shall represent themselves to media or other communication as a spokesperson for RPS.

22. The use of pyrotechnics, incendiaries, fairy dust, glitter, confetti etc. is strictly prohibited and may not be used in the building or on the premises without prior written permission by RPS, and additional cleaning charges of no less than \$100 will apply.

23. The Renter shall not assign, or sub let the whole or any part of the building or property without prior written approval by RPS.

24. No Renter shall interfere with the duties or responsibilities of the theatre manager, front of house staff, ushers, technical director, rental coordinator or other RPS staff.

25. The Renter covenants to pay all fees, licenses, taxes & tariffs of composers, authors, publishers, where applicable.

26. The Renter signing this agreement is responsible for the building and the actions of all participants as set out in this agreement during the rental period. RPS has the right to remove any person(s) not conforming to the rules and regulations set out in this agreement.



The undersigned agrees to the rental agreement on behalf of their respective organization and accepts all terms and conditions as stated in this agreement.

| Renter | Date | |
|-----------------------------|------|--|
| | | |
| Name | | |
| RPS approved representative | Date | |

| Name | |
|------|---|
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