

**RENTAL AGREEMENT – TERMS & CONDITIONS**

The property is located at 1080 Hemlock Street, Campbell River, BC V9W 3E4 and is owned and operated by Rivercity Players Society.

*Please read the Rental Agreement Terms and Conditions carefully before signing the contract and initial each page as having read and understood the Terms & Conditions.*

In consideration for the use of the Michelle Nelson Woodrow Studio, aka, Rivercity Stage and referred to in this document as the “Building”, the RENTER agrees to abide by these Terms & Conditions:

**THE BUILDING:**

1. The auditorium has a seating capacity of 96 persons, and the entire building has a maximum occupancy of 150 persons. Wheelchair space may be converted to regular seating when a wheelchair is not required. Any person(s) in the auditorium, seated or standing, in excess of the maximum of 96 persons, or maximum occupancy of 150 persons in the building are in violation of the Fire Regulations and the production is liable to be terminated and the building evacuated. This will result in the rental contract being terminated and all rents paid to date being forfeited by the Renter if either of these
2. The entire Building is a “No Smoking” area.

**PAYMENT & NOTICE:**

3. A Deposit of 50%of the total rental fee is required, as well as, cleaning/damage fee of \$250 upon signing the rental agreement and its Terms & Conditions.
4. In the event that the Renter desires to cancel this agreement on any particular date or dates, the Renter shall give notice in writing to Rivercity Players Society for such cancellation at least 30 days before such date of dates, in which case, Rivercity Players Society will return any monies paid in advance pursuant to this agreement. Where, however, less than 30 days’ notice or such cancellation has been given by the Renter, then the monies paid in advance pursuant to this agreement shall be forfeited to Rivercity Players Society as liquidated damages.
5. If the Renter fails to pay when due any amount owing to Rivercity Players Society or breaches the terms of this agreement in any way, Rivercity Players Society may cancel this Agreement without prejudice. The renter further agrees that Rivercity Players Society will not be responsible for any losses sustained by the Renter, either by loss of profits or any consequential damages sustained by the Renter. Notice of cancellation shall be given in writing at the address of the Renter of this agreement and shall be effective when delivered or when mailed by registered mail.
6. The rental fees do not include the rental of equipment and services of any production or technical staff. Only lighting/sound technicians approved by the Rivercity Players Society Board as qualified will be permitted to handle or operate the lighting and sound equipment owned by Rivercity Players Society.

**RENTER LIABILITY:**

7. Prior to the execution of this Agreement by Rivercity Players Society, the Renter shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for

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the indemnity provided herein, on terms satisfactory to Rivercity Players Society, and including Rivercity Players Society as name insured. Such policy will 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 Rivercity Players Society with evidence of such insurance coverage in the form of an executed copy of a "Certificate of Insurance" in a form satisfactory to Rivercity Players Society. The Renter shall not permit anything to be brought on, or any act done on the premises mentioned within, that would invalidate or increase the premium on policies of insurance held by Rivercity Players Society or which may deface the premises so leased.

8. 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 of insurance of any kind upon or in respect of the same.
9. The Renter agrees to conduct its activities in the Building so as not to endanger any person on the premises and to indemnify and save harmless Rivercity Players Society against any and all claims for injury to person(s) or property in the employ of or associated with the Renter (including any contractor or subcontractor) arising out of the activities conducted by the Renter, it's agents, employee's, associates, invitees or guests.
10. The Renter further agrees with Rivercity Players Society to keep them indemnified at all time in respect of all actions, proceedings, claims, demands and expenses whatsoever which may be made or brought against or suffered Rivercity Players Society on the grounds that any performance, play, concert, musical, broadcast, telecast, meeting, lecture or 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 Rivercity Players Society from and against all manner of actions, or causes or actions, damages, loss, cost of expenses which Rivercity Players Society 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 By-law and regulations and in particular covenants that it will not suffer or permit alcohol to be had or consumed on the premises, unless a lawful license therefore shall first have been procured.
13. 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 or of the Renter's agents, employees, associates, invitees or guests, the Renter shall pay to Rivercity Players Society such sum as shall be necessary to repair such damage.

**OTHER TERM & CONDITIONS:**

14. The Renter shall remove all goods and chattels of whatsoever nature or kind, other than goods and chattels belonging to Rivercity Players Society brought into the Building by the Renter, his agents, employees, volunteers, or contractors on or before the termination of the Rental Agreement. If the Renter fails to remove the said goods and chattels, Rivercity Players Society may remove and store the same and the Renter shall be liable for the cost of such removal and storage or instead of such removal, Rivercity Players Society may store the said goods and chattels in the Building at a minimum cost of \$20 per day. Rivercity Players Society will not be liable for any damage to the said goods and chattels of the Renter occurring in the course of such removal or storage or both.

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15. This Clause Applied to ALL Renters: The Renter shall ensure that the Building and its facilities, including the lighting and sound equipment, are left in the same condition as they were before the rental period commenced. Failure to do so may result in the forfeiture of the Cleaning/Damage Deposit.

This Clause Applied to NIGHTLY Renters: The Renter shall remove all sets, props, equipment and materials brought into the Building for its event following the end of their performance.

This Clause Applied to WEEKLY AND LONG-TERM Renters: The Renter shall remove all sets, props, equipment and materials brought into the Building for its event within one day after their last performance, unless other arrangements have been agreed for removal.

16. The Renter is responsible for the full cost of repair of any damage made to the building or equipment during the rental period and for any extra cleaning required because of the event and is liable for any repair or cleaning costs which exceed the cleaning/damage deposit amount.

17. The Renter shall leave the premises in a neat and tidy condition ready for the next user.

18. No food or beverages may be sold inside the Building except at the Concession stand in the Lobby, which will be operated by Rivercity Players Society and the revenues from which will go to Rivercity Players Society. In addition, there will be no alcoholic beverages consumed outside of the Building and no food or beverages consumed in the technical Booth.

19. The Renter must arrange to have a responsible individual available in the Lobby sixty minutes prior to curtain time and at all times during the actual performance. This may be Rivercity Players Society members or someone designated by the Renter.

20. The Renter is responsible for the cost of all promotional material associated with their event. This includes: poster preparation and distribution, advertising, ticket printing and sales, and acquiring the returning of any additional equipment or services. The Renter shall ensure that the tickets and all promotional material clearly state the date(s) and starting time(s) of the event(s) and include appropriate warnings for such things as coarse language, loud noises, etc. Promotional material must not contain Concession information.

21. No Renter shall represent him/herself to media or other communication as a spokesperson for Rivercity Players Society.

22. The use of pyrotechnics, incendiaries, fairy dust, glitter, confetti, etc, is strictly prohibited.

23. The Renter shall not assign or sub-let the whole or any part of the Building it has contracted for without the consent of Rivercity Players Society Board of Directors

24. No Renter shall interfere with the duties or responsibilities of the Theatre Manger or theatre employees or volunteers of Rivercity Players Society.

25. The Renter covenants to pay all fees, licenses, taxes and tariffs of Composers, Authors, and "Publishers Associated of Canada Ltd.", where applicable

26. The Renter signing this Agreement is responsible for the building and the actions of all participants during the entire rental period.

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