

## OLDE WALKERVILLE THEATRE RENTAL AGREEMENT

This Theatre/Event Rental Agreement entered between **The Olde Walkerville Theatre** (referred to as "OWT") and Mary L. Lambros (referred to as the "Owner) and

\_\_\_\_\_ (referred to as the "Renter").

OWT operates, or lawfully controls the use of, the Olde Walkerville Theatre located at 1564 Wyandotte Street East, Windsor Ontario N9A 3L2, (the "Olde Walkerville Theatre") and the Renter desires to use the Olde Walkerville Theatre for the purposes set out herein. In consideration for being permitted to use the Olde Walkerville Theatre for the stated purposes, the Renter agrees to pay the fees and charges set out herein and to abide by the terms and conditions set out in this Theatre/Event Rental Agreement.

### 1. USER INFORMATION

The Renter represents that its legal name and contact information is as follows:

Name of Individual/Corporation: _____		
If Corporation, Contact Name: _____		Position: _____
If Individual, Driver's License: _____		Expiry: ____/____ Prov. _____
Address: _____		
<small>Street Address</small>	<small>City/Town, Province</small>	<small>Postal Code</small>
Phone: _____	Cell: _____	
Email Address: _____		

### 2. EVENT INFORMATION

Nature of Event: _____			
Date(s) Required: _____			
Time Required (incl. setup/clean-up time): _____			
Estimated Number of Guest: _____	Minors (>18):	YES	NO
Is this event open to the public?	YES	NO	# _____
Name and Contact Information of Supervisor of Event: (this person must be present during the entire event)			
Name(s): _____			
Phone: _____	Cell: _____		
Insurance Company Name: _____	Policy #: _____		

### **3. GRANT OF USE**

The OWT grants to the Renter a non-assignable right to use the stage, green rooms, balcony, mezzanine, 2<sup>nd</sup> floor mezzanine, Balcony Box (Lincoln & Gladstone) 2boxes, VIP Booth (Red -7) (the "Theatre Space") located in the Olde Walkerville Theatre, and any supplied equipment as more particularly set out herein solely for the purposes and during the dates and times set out in Paragraph 2 of this Agreement (the "Event")

The user has no right to enter the Bar areas or Box office or use any area or space of the Olde Walkerville Theatre except the area assigned under this Agreement.

Unauthorized use shall result in an additional charge equal to the amount that is the greater of (a) the costs associated with the rental and use of such additional space and (b) Three Hundred Dollars (\$300.00). For greater certainty the User shall pay a minimum of \$300.00.

The rental of the Theatre space includes basic House Audio and Lighting, and heating and cooling as is deemed reasonable by the Olde Walkerville Theatre, and is subject to unavoidable equipment breakdown, as more particularly set out in Schedule "D" attached hereto.

### **4. COMPLIANCE WITH LAWS AND RULES, ETC**

The user shall, and shall ensure its guests, invitees, contractors, agents, employees, volunteers and other attendees or participants, abide by and comply with all applicable federal, provincial and municipal laws, by-laws and regulations and the terms and conditions set out herein, and in any rules, regulations or policies related to the use of the Theatre/Event Space and the Olde Walkerville Theatre, including requests or restrictions imposed by OWT, given the nature of the Event, which it deems reasonable or necessary in the circumstances.

The User shall make all reasonable efforts to ensure that no illegal or illicit activities occur in, at or on the Theatre /Event Space or the Olde Walkerville Theatre property. Additionally, and without limiting the generality of the above, the User agrees to comply with the terms of the Workplace Safety and Insurance Act and the Excise Tax Act of the Province of Ontario and any amendments as they are applicable to it.

### **5. CAPACITY**

The User shall not exceed the recommended capacity for the Theatre Space as advised by the OWT management, the User shall confirm with OWT, no less than three days prior to the commencement of the Event, the maximum number of people that will be attending the event.

The User shall be responsible and Liable for all claims, charges, expenses and levies incurred either by the User or the OWT as a result of exceeding the recommended capacity of the Theatre/Event Space.

### **6. PAYMENT**

The User covenants and agrees to pay, by certified cheque, e-transfer, pay pal, Visa and Mastercard or Cash to the Olde Walkerville Theatre, the following amounts in accordance to the Rules and Regulations attached hereto As Schedule "C"

- (a) The rental base fee, as set out in Schedule "B" attached hereto.
- (b) One dollar (\$1.00) on each ticket sold at \$15.00 or less, and  
Two dollars (\$2.00) on each ticket sold over (\$15.00)

**PAYMENT continued:**

The User shall provide the OWT, with in one (1) business day from the end of the Event a written ticket sales report. Failure to submit this report will result in additional charges due to late invoicing.

All revenue generated from the mandatory surcharge helps the OWT maintain and improve this Historic building.

(c) All amounts required to be paid pursuant to any schedule attached hereto.

The User agrees that if it fails to make any payment required to be made hereunder, interest in the amount of (2%) two percent per month, will accrue on such overdue amount, plus all accrued interest, from the date of payment was required to be made until the amount owing to OWT is paid in full.

**7. REQUIRED DEPOSIT**

The User shall be required to pay to OWT a non- refundable deposit no later than eight weeks prior to the Event. Schedule "B" sets out the standard deposit rates. Notwithstanding Schedule "B", the User shall pay the following non-refundable deposit at time of sign to hold the date.

**TOTAL DEPOSIT AMOUNT \$**\_\_\_\_\_ **DATE RECEIVED** \_\_\_\_\_ **20**\_\_\_\_\_

**8. LIABILITY**

The User covenants and agrees to be **fully liable for any and all losses**, claims, demands, expenses, levies, actions or proceedings arising out of or in connection to any damage, injury or loss to person (s) or property resulting from or in connection to the following:

- a) any act or omission or words spoken by the User, its invitees, guests, agents, employees, volunteers, contractors or those for whom it is in law responsible, or
- b) the User's negligence during the term of this Theatre/ Event Rental Agreement.
- c) Any unauthorized use of any idea, creation, rights, literary, musical or artistic material or intellectual property in connection with any performances given hereunder,
- d) the breach by the User of any terms of this Agreement, and
- e) all costs, expenses and legal costs, incurred by OWT or its Owner in connection with any claim in respect of which the User is liable or is obliged to indemnify the Olde Walkerville Theatre or its Owner.

**9. RELEASE BY THE USER**

The User hereby expressly releases and waives any and all claims against the Olde Walkerville Theatre or its Owner for the compensation for any and all losses, injury or damage it sustains by reason of any interference with its occupation of the Theatre/ Event Space caused or contributed to by any cause, public authority, casualty, strike, lockout, labour dispute, accident, failure of equipment or utility service, unforeseen occurrence or reasonable action of any official in the Olde Walkerville Theatre, but such interference shall not relieve the User from any of its obligations under this Agreement.

## 10. INDEMNITY

The User shall use due care in the use of the Theatre/Event space and the Olde Walkerville Theatre property to ensure that no person is injured, and no property is damaged or lost. The User agrees to indemnify and hold harmless the Olde Walkerville Theatre and its Owner, employees, volunteers, representatives, agents, successors and assigns from any and all losses, claims, suits, actions, and demands whatsoever arising out of or in connection with a non-performance, violation or breach of any terms or condition of the Theatre/Event Rental Agreement by the User, and injury or damage to person or property during the User's occupation or use of the Theatre/ Event Space. OWT and the Owner shall not be responsible for any consequential loss, damage, or theft, howsoever occasioned, to any property brought to the Theatre/Event Space or the OWT and its Owner by the User, its guests, invitees, contractors, agents, employees, volunteers, and other attendees or participants.

## 11. INSURANCE

The User agrees to obtain and maintain, and shall provide OWT with proof and confirmation of **Comprehensive General Liability** insurance, which shall be not less than \$2 million for any one occurrence, and such other insurance coverage as is necessary or required to protect against all claims for personal and bodily injury (including death) or damage to property arising out of or in connection with the operation of the Event, any activity associated with the use of the Theatre/ Event Space and the OWT and the Owner or the acts of omissions of the User, or its guests, invitees, contractors, agents, employees, volunteers, and for those who the User is in law responsible. The Olde Walkerville Theatre and its Owner shall be named as additional insured and the policy of insurance shall include cross-liability provisions. The User shall submit a **Certificate of Insurance** to OWT no less than **six weeks** prior to the commencement of the Event confirming that the User will have requisite insurance coverage for the Event. If the OWT deems reasonable, the User shall be obligated to obtain and maintain such other insurance as required by the OWT.

## 12. OBLIGATIONS TO REPAIR

The User shall not injure, mar or in any way deface the Theatre/Event Space or any part of the Olde Walkerville Theatre or its properties and shall not cause or permit anything to be done whereby the Theatre/Event Space or any part of the OWT shall be in any manner injured, marred or defaced. The User shall be responsible for any and all damages caused during the User's use of the Theatre/Event Space, and, upon receipt of an invoice, shall pay the OWT the reasonable cost of any and all repairs and replacements to be made to the Theatre/ Event Space or the OWT property or supplied equipment as a result of the use by the User or any of its guests, invitees, contractors, agents, employees, volunteers, and other attendees or participants.

## 13. COPYRIGHT

The User is responsible for all costs arising from the use of patented or copyrighted materials, equipment, devices, dramatic rights, and **SOCAN** Performance Royalties used during or associated with the Event

## 14. PHOTOS

The OWT and its agents shall have the right to take photographs of the Event for its own records and promotional material.

## **15. CONCESSIONS**

All concessions and Bars will be supplied and staffed by employees, agents, contractors or volunteers of the OWT or the Owner. The OWT and the Owner shall have absolute discretion to determine whether, or not the concession will be available for the Event. Absolutely there will be no Alcohol served at a family friendly event. This is the sole discretion of the Owner. In the event that the OWT agrees to provide the concession, such cost shall be included in the Rental Fee. The User shall promptly notify the OWT of any restrictions (eg.. Sale of Alcohol) that the User wishes to be taken into consideration. The User covenants and agrees not to sell any food, beverage, or merchandise that is offered at the concession supplied by OWT or that might interfere with concession revenue. The User is not permitted to sell any food, beverage or merchandise during an Event, from the Theatre Space or anywhere in the OWT without the written consent of OWT.

## **16. VENDORS**

The User shall notify the OWT in writing of any outside vendors who will require access to the Olde Walkerville Theatre or the Theatre/Event Space during and/or outside of the agreed upon rental dates. Caterers, decorators, valet, production companies etc., can only access the Olde Walkerville Theatre and the Event Space with the permission and supervision if required by the OWT, acting reasonably, of the OWT Facilities Manager or such employees, agents or volunteers as the OWT deems appropriate.

## **17. CONCURRENT USES**

The OWT reserves the right to rent other space and areas of the Olde Walkerville Theatre To other groups concurrent to User's booking. The User understands and acknowledges that the use of the lobby, lounge and hallways and public rooms of the OWT are not exclusive to the User or its Event and might be shared with other Tenants, customers, clients, agents, contractors or other persons. Upon reasonable inquiry by the User, the OWT may advise the User as to whether there are concurrent bookings with the User's Event. The User covenants and agrees to conduct its activities and operations of the Event so as not to interfere with such other concurrent events or activities or with the business and operations of OWT.

## **18. RIGHT TO ENTRY**

In granting the User the right to use the Theatre Space, the OWT does not relinquish control or custody of the Theatre Space or the Olde Walkerville Theatre and retains the right to enforce all applicable laws, rules, regulations and policies. All staff, agents, volunteers of OWT have the right at, all times to enter any part of the Theatre Space and property without charge or hindrance in order to perform their respective and reasonable duties, but not so as to materially interfere with the legitimate activities of the Event.

## **19. THEATRE PROPERTY**

The User covenants and agrees that:

- a) The technical equipment, generally defined as all lighting and audio equipment, required for the Event and being supplied by OWT, shall only be used by OWT's technical production team or persons approved by the OWT Technical Director.
- b) Any damage or loss to OWT's property or equipment, including but not limited to graffiti, punctures in wall, or permanent markings, shall result in an additional charge equal to the amount that is the greater of (a) the costs and expenses incurred to repair or replace the damage

or loss: and (b) Three Hundred Dollars (\$300.00) For greater certainty such costs and expenses to be paid by the User shall be a minimum of \$300.00.

- c) It shall respect and comply with all requests made by the OWT regarding facility rules and policies, including without limitation, those set out in Schedule "C" attached hereto. Unauthorized use or non-compliance with such rules and policies shall result in an additional charge equal to the amount that is the greater of (a) the costs and expenses incurred by OWT as result of such non-compliance, and (b) Three Hundred Dollars (\$300.00). For greater certainty such costs and expenses to be paid by the User shall be a minimum of \$300.00.
- d) It shall ensure that the Theatre Event Space and all areas of the Olde Walkerville Theatre used by the User are clean, presentable and restored to their original condition immediately following the Event. Failure to comply with this provision shall result in an additional charge equal to the amount that is the greater of (a) the costs and expenses incurred by OWT to clean and restore all areas of the Olde Walkerville Theatre, and (b) Three Hundred Dollars (\$300.00). For greater certainty such costs and expenses to be paid by the User shall be a minimum of \$300.00.

The rights of enforcement and the payments set out in this paragraph 19 are in addition to and not in substitution for any other rights available in law or in equity.

## **20. USER PROPERTY**

The User covenants and agrees:

- (a) To remove all of the User's equipment and belongings immediately following the Event or at such time as agreed to with the OWT as a reasonable load out time. Any property and belongings not removed from the Theatre Event Space or OWT properties shall be stored or removed at the User's expense. Any additional labour time incurred by delayed removal will be at the expense of the User. The OWT shall not be liable for damages or loss incurred as a result of any removal or disposal of any property in accordance with this paragraph. If after thirty (30) days the User fails, refuses or neglects to pick-up its equipment and pay for all applicable storage and/or removal expenses, the User shall be deemed to have abandoned its equipment and the OWT shall have all right and title to keep, deal with, sell and / or dispose of equipment, as it sees fit in its sole discretion, without any liability to the User.
- (b) The OWT is not liable for any loss, damages, or injury to any property delivered directly to the Theatre Event Space or the Olde Walkerville Theatre before, during or after the Event.

## **21. UNSUITABLE PERFORMANCES**

The User acknowledges, understands and agrees that

- a) If, in the opinion of the OWT Facilities Manager or Technical Director or Owner, the performance, performers or audience attracted by the Event, or any part of the Event, constitute a danger to the audience or participants, or the contents, property, employees, agents or volunteers of the OWT or the Owner, the User shall reimburse the OWT the full amount required to provide any additional security personnel required for the Event, and
- b) Activities conducted with the Olde Walkerville Theatre must conform to acceptable community standards. The OWT reserves the right to refuse or cancel any event, show, exhibit or activity that, in whole or in part, in its sole opinion, may be considered unsuitable for a community-based theatre.

## **22. EJECTION**

The Olde Walkerville Theatre or its Owner reserves the right, at its sole discretion, to eject or remove any objectionable person or persons or things from the Theatre Event Space.

## **23. CANCELLATION OF PERFORMANCE**

In the case of cancellation of the Event, in whole or in part, the User shall, at its own expense, inform the public, its attendees, and contractors, and the User shall, at its own expense, manage the return and refund of tickets to all ticket holders. The User shall forfeit any deposit made to the OWT and any lost rental revenues not otherwise recovered.

## **24. DEFAULTS AND CANCELLATION OF AGREEMENT**

The Olde Walkerville Theatre shall have the right to terminate the Theatre Event Rental Agreement and revoke the User's right to use the Theatre Event Space upon the happening of any one or more of the following events:

- a) If any payment is not received by the requisite payment due date or in the requisite amount,
- b) If any material obligation of the User is not fulfilled or the User has misrepresented anything in this Theatre Event Rental Agreement,
- c) If the use is contrary to law or there is a likelihood of harm to any person or property
- d) If the User fails, refuses or neglects to abide by or comply with the terms and conditions set out herein, in any schedule attached hereto, or in any rules, regulations and policies related to the use of the Theatre Event Space or OWT,
- e) At any time, without cause, by giving the User at 60 days prior written notice,
- f) At any time, without notice, in the event of an unforeseen circumstance or if the ability of the OWT to provide the use of the Theatre Event Space to the User is rendered impossible due to matters beyond OWT's reasonable control. In this event, the OWT will provide as much notice as possible in the circumstances.

If at any time the use of the Theatre Event Space is terminated or revoked by OWT as indicated above, the User agrees to stop using the Theatre Event Space and to surrender the Theatre Event Space immediately upon demand from OWT. In the event OWT terminates the Theatre Event Rental Agreement or revokes the User's right to use the Theatre Event Space upon the happening of an event listed in (a) through and including (d) above, the User shall not be entitled to a refund of any deposit or amounts paid to OWT. In the event OWT terminates the Theatre Event Rental Agreement or revokes the User's right to use the Theatre Space upon the happening of an event listed in (e) or (f) above, the OWT shall return any deposit or amount paid to OWT. In any event if the OWT terminates the Theatre Event Rental Agreement or revokes the User's right to use the Theatre Event Space for any reason whatsoever, the OWT shall not be liable to the User for any loss, damage or cost incurred or suffered by the User as, a result of such termination or revocation.

## **25. GENERAL INFORMATION**

- a) *Assignment.* The User may not assign or transfer any of its rights, interest or obligations under the Theatre / Event Rental Agreement, without prior written consent from the OWT;

- b) *Amendments*. No amendments or revisions to this Theatre/ Event Rental Agreement are valid unless they are in writing and signed by an authorized representative of OWT and the User;
- c) *Time of the Essence*. Time shall be of the essence, and the time periods granted under this Theatre/ Event Rental Agreement shall not be extended or amended without the written permission from an authorized representative of OWT;
- d) *Acknowledgment of Terms*. The User represents and warrants: (a) that it has read and understands these terms and conditions; and (b) that these terms and conditions are fair and reasonable to the User.
- e) *Authority*. The User certifies that the signatory for this Theatre / Event Rental Agreement, and all related documents, is the authorized representative of the User and has full authority to execute the said documents and to bind the User in respect of any other matter regarding the use the Theatre Event Space;
- f) *Governing Law*. The terms and conditions set out herein and the documents contemplated by or delivered under or in connection therewith, shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom;
- g) *Headings and Paragraphs*. The headings contained herein are for convenience of reference only and shall in no way define or limit the provisions thereof;
- h) *Severability*. If any term, condition or other provision set out herein is or becomes illegal, null, void or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, it shall be severed, and every other provision shall be enforced as if the illegal, null, void or unenforceable term or condition had never been a part thereof;
- i) *Gender and Number*. It is agreed and understood that unless the context requires otherwise, words importing the singular number shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities;
- j) *Binding Effect*. The terms and conditions set out herein shall ensure to the benefit of the OWT and shall be binding on and enforceable by and against the parties and their respective heirs, executors, administrators, successors and permitted assigns.
- k) *Notices*. Notices or communications to be given hereunder shall be provided either by personal delivery, overnight delivery service or certified mail, postage prepaid, properly addressed to the parties at the addresses set out below:

\_\_\_\_\_ I have read this Theatre/Event Rental Agreement, in its entirety and agree to be bound by the terms and conditions set out herein.

\_\_\_\_\_ I have read all the applicable and attached Schedules and have initialed all schedules that apply and will adhere to all the terms and conditions and acknowledge that same form part of and are incorporated into the terms and conditions of the Agreement.

\_\_\_\_\_  
Signature of User

\_\_\_\_\_  
Signature of OWT representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date