37 Main Street East
Huntsville, Ontario P1H 1A1
705.789.1751/Box Office – 705.789.4975
www.algonquintheatre.ca

AGREEMENT

This licence agreement Dated between the Town of Huntsville and Name of Renter is for the use of the Partners Hall/Algonquin Theatre (space) on Date

Client Information:

Contact Person:

Name of Organization:

Address:

City/Town: Postal Code:

Phone: Fax:

Email: c_cutler@hotmail.com

Commercial ❑ Community/ Non Profit ❑ Educational ❑ Internal ❑

The following forms must be completed and submitted by the deadlines outlined in the respective documents:

	Req'd	N/A
• **Facility requirements**	❑	❑
• **Promotional requirements**	❑	❑
• **Technical requirements**	❑	❑

Failure to meet any deadline may result in additional changes for which you will not be compensated.

WAIVER CLAUSE

The Licensee agrees to indemnify and save harmless the Town of Huntsville Algonquin Theatre/Algonquin Theatre, it's staff, officers or agents, from all manner of actions, causes or actions and demands whatsoever which may at any time be commenced by or on behalf of the Applicant named above against any or all of them for or by reason of any cause or matter whatsoever arising from rental of these premises.

The Applicant has read the Agreement including Waiver Clause, Appendix 1, Appendix 2 and Appendix 3 attached hereto, and hereby warrants and represents that he/she has sufficient power, authority and capacity to bind the Licensee thereto with his/her signature.

Signature on this page indicates that Licensee agrees to all conditions in the Agreement including Waiver Clause, Appendix 1, Appendix 2 and Appendix 3.

_____ _____

Signature of Applicant Signature of Theatre Manager

Date: _____ Date: _____

SCHEDULE "A"

COMMUNITY SERVICES – HUNTSVILLE CIVIC CENTRE / ALGONQUIN THEATRE

Fee Description	Authority (Act, Regulation, By-law)	Section
All User Fees for Algonquin Theatre / Partners Hall	*Municipal Act, 2001 as amended*	391(1)

THEATRE PERFORMANCE / EVENT CHARGES

All prices subject to applicable taxes

THEATRE RENTAL FEES Long-term lease/contract(s) may be excluded.

	8 hour Event Rental – Ticketed		8 hour Event Rental – Non ticketed		Additional hourly rate	
	2015 Fee	2016 Fee	2015 Fee	2016 Fee	2015 Fee	2016 Fee
Commercial	$1428.00	$1457.00	$1580.00	$1612.00	$125.00	$127.00
Non-Profit/Community	$715.00	$729.00	$815.00	$831.00	$92.00	$94.00
Educational/Schools	$350.00	$357.00	$400.00	$408.00	$76.50	$78.00
Rental Includes:	• Theatre including load-in and out up to 8 hours • Technical director services up to 6 hours • Front of house services up to 4 hours					
Movie/Speaker Series Rate	$350.00 + Ticket Fee 10% of Gross Revenue *Includes Tech and Front of House Services – 4 hrs.*	$357.00	$400.00	$408.00	$92.00	$94.00
Additional Fees:	• Box Office, Ticketing and Marketing Fees • Additional Staff Fees • Equipment Fees • All other licensing/tax fees as required by law • Concession/food & beverage/merchandise • Special requests as contracted by Theatre Manager					
50/50 Performances	The Algonquin Theatre Manager has the authority to offer 50/50 show revenue/cost sharing contracts for qualified performances, with some conditions: Ticket price must be revenue expense neutral at half-house sold; Shows may be cancelled by the Theatre Manager as contracted if minimum break-even point is not realized.					
	Rehearsal Fee Rental Up to 4 hours 2015 *Technical charges may be additional , as contracted*					

Rehearsal Fee Weekday 9 AM-5 PM **Evening/Weekend** 5 PM 10 PM Weekend	**Rehearsal Fee** $144.00 $180.00	**Educational Rehearsal** $125.00 $150.00	**Technical Fee** Technical Fee may be required if extra light and/or sound is requested

RENTAL FEES - PARTNERS HALL / MAIN FLOOR Long-term lease/contract(s) may be excluded.

	Rental Fee	
	2015	**2016**
Partners Hall Rental Rate	$36.00/Per Hour	$36.75/Per Hour

Rental Includes:	• Access to kitchenette, chairs, tables, projection equipment	
Additional Fees:	• Box Office, ticketing and Marketing Fees • Additional Staff Fees • Equipment Fees • All other licensing/tax fees as required by law • Concession/food & beverage/merchandise • Special requests as contracted by Theatre Manager	
Gallery Wall Fees: **Exclusive use of Partners Hall for art exhibit /craft show/sales**	**Peak Season (May 1 – October 31)**	**Off Season (November 1 – April 30)**
	$120/week - minimum 2 weeks and maximum 4 weeks; plus 20% commission on sales which goes to reserve account for future acquisition of public art by the Town of Huntsville.	$60/week - minimum 2 weeks and maximum 8 weeks; plus 20% commission on sales which goes to reserve account for future acquisition of public art by the Town of Huntsville.
Call for Artists August 31st thru June 31st Non-exclusive use of Partners Hall for art exhibit /craft show/sales	Display your art in Partners Hall Gallery. Maximum three pieces exhibit /craft show/sales	20% commission on sales which goes to reserve account for future acquisition of public art by the Town of Huntsville.

STAFFING FEES	**FRONT OF HOUSE SERVICES**		**TECHNICAL DIRECTOR**		**SECOND TECHNICIAN**		**LABOURERS (each)**		**HOSPITALITY / CUSTODIAL**	
	2015 Fee	**2016 Fee**	**2015 Fee**	**2016 Fee**	**2015 Fee**	**2016 Fee**	**2015 Fee**	**2016 Fee**	**2015 Fee**	**2016 Fee**
Hourly Rate up to 8hrs	$26.75	$27	$40.50	$41	$32.75	$33	$18.75	$19	$27.25	$28
Hourly Rate over 8hrs	$41	$42	$60.75	$62	$49	$50	$27.75	$28	$41	$42

MISCELLANEOUS FEES	2015 Fees	2016 Fees
BOX OFFICE SET UP	$71.50	$73.00
Ticket Handling Fee	$1.95/Per Ticket	$1.99/Per Ticket
PROMOTIONAL TICKETS	CIF and Cost /Ticket Fee DO Apply to each ticket	
CAPITAL IMPROVEMENT FUND (CIF)	$0.65/Ticket	$0.66/Ticket
Bank Fees	3.5%	3.5%
ADVERTISING	$95.00 Radio, web site, brochure, newspaper, digital screen	$96.90 Radio, web site, brochure, newspaper, digital screen
Piano Rental	$127.50	

DEFINITIONS:

- **NON-PROFIT AND / OR NOT-FOR-PROFIT/Community Group** refer to organizations whose profits are not passed on to their members. They must be registered and provide a Revenue Canada "not-for-profit" number under the Canada Corporations Act.
    - **COMMUNITY GROUP** refers to an organization that is providing a service or event that benefits the resident ratepayers of the Town of Huntsville. Community category includes schools. Some businesses such as dance schools, etc. would be classed as Community Groups
- **Education/School Groups:** refers to all educational facilities (schools, universities)
- **COMMERCIAL** refers to a for-profit organization, whether rental/event contracted for is profitable or not.
- **SENIOR** refers to those 65 years of age or older.
- **YOUTH/STUDENT** refers to those 18 years of age or younger.

ALL USERS CONTRACTS base fees and additional charges will be outlined in the user booking contract which will be signed by both parties and binding.

APPENDIX 1
GENERAL CONDITIONS OF USE ALGONQUIN THEATRE

In consideration of the Town granting to the Licensee the right to use such of the Algonquin Theatre's facilities as set out in this Licence Agreement for the sole purpose therein described, the Licensee agrees to accept and use the premises in accordance with the following terms and conditions:

1.1 The Licensee agrees to pay the licensing fees as set out in this License Agreement together with all applicable taxes.

1.2 The Licensee understands that the space being licensed is provided with a standard of furnishing to be established by the Town and that the provision of additional furnishings or the rearrangement of existing furnishing may be undertaken at additional expense to the Licensee.

1.3 The Licensee agrees to abide by all applicable room capacity limits.

1.4 The Town shall have the exclusive right to operate or contract with concessionaires for the operation of coat check rooms and for the sale of refreshments including alcoholic beverages, soft drinks and food. All revenue from such concessions shall belong to the Town.

1.5 The Licensee will not assign this Agreement or any part of it or share the use of the licensed space with any other person or group.

1.6 Confetti shall not be permitted in or outside the facility.

1.7 Nails, wood screws or bolts or any similar fastenings must not be used to affix decorations to the walls, floors or ceilings, no taping of any nature.

1.8 The Licensee agrees to comply with all applicable municipal, provincial and federal laws by-laws, rules and regulations with respect to its use of the licensed space.

1.9 The Town shall not be responsible in any way for any injury to any person, including death, or for any loss of business of the Licensee, or for any loss or damage to any property belonging to the Licensee, its agents, employees, patrons or invitees while such person or property is in or about the facility by reason of the use thereof by the Licensee. The Licensee covenants to indemnify the Town against all loss, costs or demands in respect to any such injuries, loss or damage.

1.10 The Licensee shall provide at its own expense the necessary safeguards to protect the property of the Licensee, its agents, employees, patrons or invitees where left overnight in the facility.

1.11 In case the facility or any part of it shall be destroyed or damaged by fire or any other cause, or if by reason of an interruption in the supply of electricity, water, heat or air conditioning or other unforeseen occurrence which renders the fulfillment of this Agreement by the Town impossible, then this Agreement shall terminate and the Licensee shall pay licensing fees for the space only up to the time of termination, and the Licensee waives any claim for damages or compensation if this Agreement is so terminated.

1.12 The Licensee agrees to obtain and maintain, during the term of the Licensee's use of the licensed space, public liability insurance against claims for personal injury (including death) and property damage in or about the facility in an amount not less than five million dollars ($5,000,000.00) per occurrence and such policy shall name the Town as an additional named insured. The Licensee shall furnish to the Town, not less than fourteen (14) days prior to the use of the licensed space, a certificate, reasonably satisfactory to the Town, evidencing such insurance coverage, or the Licensee shall purchase through the Town a general liability policy at the established rate.

1.13 The Licensee agrees to provide and pay for police or security officers, if required by the Town, in such numbers and with such identification as is acceptable to the Town.

1.14 That the Town reserves the right to license to third parties the right to use other parts of the facility at the same time as space is licensed to the Licensee.

1.15 As standard procedure, the Town will collect funds for the sale of tickets on Licensee shows at its box office. These funds collected will be held in trust and the Licensee may draw down these funds in advance of shows, provided the Licensee provides a letter of credit from an accredited recognized banking or financial institution OR performance insurance, guaranteeing that the Town will not be at risk of having to refund monies to customers which have already been paid to the Licensee as the producer/organizer of the performance or event.

APPENDIX 2
ADDITIONAL TERMS AND CONDITIONS:

2.1. The Town policy states that Algonquin Theatre employee must be present at all times when the Theatre is being used.

2.2. The Licensee acknowledges that Town policy requires the Theatre Technician or designate to be present at all times when the Theatre light and sound is being used.

2.3. Staffing fees are charged from the time that shows personnel enter the theatre until the time show personnel leave the theatre. As per Appendix 3.

2.4. Minimum charges are applicable for both rehearsals and performances.

2.5. Fifteen percent (15%) of all merchandise sales shall be directed to the Theatre if Theatre staff is required to sell or ten percent (10%) of all merchandise sales if no Theatre staff are required.

2.6. Food Services at intermission can be arranged by contacting the Theatre Manager.

2.7. Food is not allowed in the Theatre. Bottled water is allowed in the Theatre.

2.8. Performance rental charge includes use of all available lighting and audio equipment, dressing rooms, Green Room.

2.9. Beverage and concessions stands will be operated by Town staff.

2.10. All renters are required to participate in the Theatre advertising, and all promoters advertising must include Algonquin Theatre, box office phone number (705)-789-4975, and website www.algonquintheatre.ca

2.11. Renters are responsible for own HST

2.12. SOCAN fees will apply if the Licensee does not have a SOCAN license.

2.13. The Licensee agrees that all ticket sales to the event to be held shall be managed and controlled by the Town in accordance with the Box Office Policy.

2.14. Cancellation Clause: cancellation of an event – renter will pay $400.00 cancellation fee. Cancellation for a ticketed event after ticket sales have commenced – renter will pay $400.00 cancellation fee, plus $2.00 per ticket sold, plus 3% of all credit card sales and 3% of all credit card refunds.

2.15. The Licensee agrees that the same or similar performance shall not be given within an eighty (80) km radius within 60 days of this performance without written permission of the Algonquin Theatre. It is understood that permission will not be unreasonably withheld.

2.16. The Licensee must pre arrange all food and beverage with theatre staff in advance. Note: No cooking is permitted. No exceptions. Failure to comply will result in renter being solely liable for any and all fines, recovery for fire department costs, and liability resulting from loss of facility use.