



Sooke Community Theatre Contract

Sooke Community Theatre
Box 1010
6218 Sooke Road
Sooke, B.C.
V9Z 1J1

Phone: 250-642-6371 - Program Office
Phone: 250-920-6428 – Steve Anderson, Theatre Coordinator
Email: rvasey@sd62.bc.ca

This agreement made the ____ day of _____, 20____

Between: Edward Milne Community School Society (Sooke Community Theatre hereinafter called "the Society") of the first part.

Theatre Renter of the second part, hereinafter called "the Licensee".

Whereas the Society is the operator of that part of the building thereto known as Sooke Community Theatre hereinafter called 'the facility':

And whereas the Licensee is desirous of using that part of the said facility hereinafter more particularly describe d as the Sooke Theatre.

Now therefore this agreement witnesses that in consideration of the terms, covenants and conditions hereinafter respectively reserved and contained that parties hereby agree as follows:

- 1) The Society hereby grants unto the Licensee the exclusive use of that part of the said facility described as follows: Sooke Community Theatre for the purpose only of presenting:

For the period(s) of: _____

EVENT TIMES: _____

2) The Licensee shall pay to the Society the following sums (see attached quote) plus applicable taxes as rental for the events. The Licensee agrees to also pay a \$300 non-refundable deposit which will be applied to the "Theatre Users Fee" (\$1 per ticket sold for the event to defray ongoing maintenance and replacement of broken or aging equipment). If the attendance for the event is less than \$300 the remainder of the deposit will be applied to the over-all bill for the event.

Please note that all ticket refunds are the responsibility of the Licensee.

3) Tickets:

THEATRE IMPROVEMENT FEE (TIF): A \$1.00 (one dollar) ticket user fee will be charged for every ticket issued for the Sooke Community Theatre. The Theatre improvement fee **MUST BE INCLUDED** in the printed ticket price on each ticket. All off-premise TIF sales will be the responsibility of the licensee and must be accounted for on the show date.

TICKET PRICES SHALL BE:

(Please indicate ticket prices below, keeping in mind that the ticket user fee of \$1.00 should be included in the total ticket price.

_____ plus APPLICABLE TAXES

4) The licensee agrees to pay the full cost of any personnel necessary to ensure the proper and safe operation of the rental facility hereinafter set forth and shall pay the full cost of the following.

The Licensee agrees to pay the full cost of such personnel as shall be necessary to ensure the proper and safe use of the said facility for the purpose hereinafter set forth and shall also pay the full cost of the following:

a) All show and production costs including advertising.

b) Staffing

- **Theatre Coordinator: one hour pre-production consultation (@ no charge)**

- **Theatre Coordinator @ \$20 per hour**

- **Front Of House Staff @ \$20 per hour**

- **Student Tech @ \$12.65 per hour**

- **Custodian minimum 4 hour callout @ \$155.**

c) Piano Tuning @ \$200 flat rate if requested by licensee

d) SOCAN and all Publisher Royalty Rates as applicable

5) The Society will ensure the following.

a) Such electricity and heat as shall be reasonably required for the aforesaid purposes of the Licensee.

6) In consideration of the aforesaid License the Licensee agrees as follows:

- a) To pay to the Society the all monies owed according to the rates established herein with no delay or deduction whatsoever.
- b) Not to sue the society for any other purpose other than that set forth
- c) To pay all composers, authors, and publishers fees incurred in relation to the licensee's production and for all or any license fees, assessments or taxes imposed by the School District 62 (Sooke)
- d) To indemnify and save harmless the Society or School District 62 (Sooke) in respect of any and all claims, demands, actions, suits and costs arising out of any act or omission of the Licensee or arising out of or resulting from the use of the said facility by the Licensee
- e) To indemnify the Society for all or any loss of or damage to the facility or any part thereof or to any property of the Society or School District 62 (Sooke) therein or thereon reasonable wear and tear, fire, explosion, lightening or tempest only excepted.
- f) To keep and maintain the portions of the facility used by the Licensee clean and in sanitary conditions at all times.
- g) To strictly observe and perform all regulations of the Society and School District 62 (Sooke) in relation to the facility
- h) To observe and comply with all fire regulations pertaining to the use of the facility
- i) Not to allow or permit the consumption of liquor as defined in the government Liquor Control and Licensing Act, Order-in Council 3492, 1976, within the facility or on the grounds of the facility unless in accordance with the Liquor Control Act a License to serve alcohol has been obtained and the School board has consented in writing.
- j) Not to permit or allow smoking of cigarettes or vapour devices in the facility or on the school property

7) It is agreed that if the Licensee fails to pay any monies or perform any terms outlined in this contract the Society may declare the agreement terminated and the Licensee will not be entitled to claim any damages, compensation or reimbursement in respect of such termination whatsoever.

8) It is understood that under no circumstances can the rights granted in this contract may not be assigned or sublet in anyway whatsoever.

9) The Licensee agrees that the Theatre Coordinator or their designate together with any agents or employees of the Society or School District 62, shall at all reasonable times be entitled to enter and inspect the said part of the facility and make any alterations, repairs or additions as may be necessary in the opinion of the Theatre Coordinator or School District 62 to insure the safety and preservation of the said facility.

10) The Licensee agrees not to do anything or allow anything to be done in or on the said facility which will result in increased premiums or payments for insurance against fire, or that may void or make voidable any insurance policies for the facility.

11) The Licensee further agrees not to construct, erect or attach or cause or permit to be constructed, erected or attached any device, fixture or other thing of whatsoever nature of any part of the said facility without the prior consent of the Coordinator of the said facility.

12) It is understood that the Society and School District 62 are not responsible for any loss or damage to equipment/materials brought into or onto the facility.

13) The Society reserves the right to eject any person or persons who, in the opinion of Society staff, the coordinator or their designate, are creating a disturbance, behaving in an objectionable manner or who pose a safety risk to others occupying the facility.

14) The Licensee agrees that at the end of the designated contract time all materials and equipment that were brought into the facility for the event will be removed and any such items that are left will be removed/disposed of by the Society or School District 62 at the expense of the Licensee and the Society and School District 62 will not be liable for any damage incurred.

15) The Licensee agrees that at the end of the contract they will vacate the facility peaceably and will return all rented items and Society/School District 62 property. It is further understood that the Licensee will be responsible for all damages as result of their rental.

16) All box office monies collected by the EMCS Program office will be accounted for and a cheque issued and mailed within 30 working days of the completion of the event(s).

The undersigned has read and agrees to be bound by this contract and its terms and conditions contained herein and attached hereto.

Date: _____

LICENSEE

Print Name: _____ Signature: _____

EMCS SOCIETY/SOOKE COMMUNITY THEATRE

Print Name: _____ Signature: _____