

Theatre/Performance Agreement

Please Note that this is a SAMPLE contract for example purposes only. This will help give you an idea of what we need from you as a renter and what we provide as a venue. Everything in the sample is subject to change

Between: (Hereafter referred to as the Client)		And:	Toronto Dance Foundation (Hereafter referred to as the Licensor or TDF)
Contact:		Address:	80 Winchester Street, Toronto, ON, M4X 1B2
Phone:		Numbers:	Phone: (647) 439-3741 Fax: (416) 967-4379
Email:		Building Contact	Gregg Kitell Facilities@tdt.org
Rental Dates:		Technical Contact	Isabella Carelli theatre@tdt.org

1. TDF Responsibilities

TDF Will Provide:

- 1.1. Access to the theatre, lounge/dressing rooms, lobby and lighting/sound booth during dates/time specified in Section 6: Rental Dates and Times. There is no early access to the theatre or dressing rooms.
- 1.2. A house technician, to assist/oversee the set up/running of show, and strike during the entire rental period (required). This agreement may also include one additional technician for the load in and out days if deemed necessary by the Technical Director.
- 1.3. Additional house technical staff as needed, to be determined by the Technical Director and the Client (additional expense).
- 1.4. One front of house manager and one usher who will be present one hour prior to performance until the cleaning of house at the end of performance (required).
- 1.5. If requested, TDF can provide additional ushers as needed, at a cost to the licensee of \$35 per usher per show (additional expense).

2. Client Responsibilities

The Client agrees to provide the following:

- 2.1. A stage manager and/or technical/lighting director responsible for coordinating lighting, sound, video, set elements, and running of the show. If there is no lighting designer and no lighting paperwork has been presented ONE WEEK before the show only the house plot will be available for use.
- 2.2. A box office manager who will be completely responsible for the selling and distribution of tickets.
- 2.3. A detailed production schedule no later than one (1) week prior to load-in date, and Production Summary [provided] intended to communicate all technical requirements, to be provided no later than (1) week prior to load-in date. If the production summary is not

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received ONE WEEK before the show additional technical elements i.e. plot changes, lighting specials, etc. can not be guaranteed.

- 2.4. That included into the rental period is sufficient time to load out all equipment brought by the Client for the performance(s) and also to restore any changes made to the theatre's house lighting plot, masking configuration, sound install, or any other modifications made to the space by the Client. If load out/strike time is not included then changes to the lighting plot may not be possible.
- 2.5. To ensure that all sets, properties and other items associated with the performance(s) meet applicable safety standards.
- 2.6. To keep all exit pathways clear in accordance with fire and safety regulations.
- 2.7. To take all props, costumes, set pieces, etc. away on the closing night of the show. No items may be kept in the building after the run of the show.

3. The Client agrees to the following:

As the Winchester Street Theatre serves as a dance studio during the day, the following will apply:

- 3.1. All props and set pieces must be struck from the stage area each night and neatly stored in pre-determined areas to the satisfaction of the Technical Director, in order that the space is cleared for day use by the tenants of the building.
- 3.2. At the end of the Client's rental period all tape spike marks must be removed from the stage; all props, sets and costumes and any other items associated with the performance(s) are to be removed completely from the theatre and other areas of the facility. Disposal fees will be deducted from the damage deposit for any materials left in the facilities.
- 3.3. All facilities used must be kept in a clean condition at all times (including the greenroom) in consideration of others renters and the resident companies who also have use of the facilities.
- 3.4. Any changes made to the standard lighting, masking and/or audio configuration must be approved in advance by the Technical Director and restored within the Client's rental period. If these changes are not received one week before the show, they may not be possible.
- 3.5. Any additional time required to complete the above work will be billed to the Client as part of the Post Rental Statement.
- 3.6. Tickets sold shall not exceed the number of seats available (128 permanent seats). Should the client wish to add a front row on the floor (an additional 15 seats, for a total of 143), this must be communicated to the Front of House manager no later than 1-hour prior to show time. Audience members may not stand in aisles or sit on riser stairs. Audience members may not be invited onto the stage unless it has been approved in advance by the technical director.

4. Terms and Conditions

- 4.1. Absolutely no painting, set, or prop construction or repairs may take place in the theatre. No holes may be made in the stage floor or walls. All large props and rigging must be approved in advance by the Technical Director. All soft goods brought in by the Client must be certified flame proofed.

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- 4.2.** In the event that the Client uses street shoes, tap, flamenco, high heels or other hard/sharp footwear of any kind, or uses large set or prop elements deemed dangerous to the Harlequin floor, the theatre's alternate dance floor will be used for the duration of the run, installed and removed at the Client's expense and within the Client's rental period. **This must be arranged no later than one (1) week prior to load in.**
- 4.3.** Rosin may not be used in the facilities under any circumstances. Use of alternates to rosin may be discussed with the Technical Director.
- 4.4.** All work must be done safely and in a manner that is respectful to the facilities. If at any time the Facilities Manager or House Technician feels that unsafe work and/or activities deemed harmful to the facilities are taking place, all work shall be stopped until the issue is resolved.
- 4.5.** All fire and safety regulations shall be followed by all members of the Client's group (including performers and volunteers) to the satisfaction of the Front of House manager and/or House Technician. Theatre staff have the right to delay the start of the show/stop the show should the Client fail to comply with requests regarding safety.
- 4.6.** The Client shall be responsible for the cost of repair of any damage caused by and occurring during the use of the theatre and building, at the discretion of the Technical Director and/or Facilities Manager.
- 4.7.** Any additional equipment and supplies must be approved by the Technical Director and must meet all applicable safety standard regulations.
- 4.8.** At no time may glitter, sparkles, confetti, or any other small particulate prop be brought into or used in the facilities under any circumstances, including as body makeup. If the Client is found to have used any of the above particulate props, an additional cleaning fee will be deducted from the damage deposit.
- 4.9.** At no time may pyrotechnics, flames, candles, lighters, incense, sparks or other special effects be used inside the facilities. Lighters will not be used in the facilities even if they are unlit.
- 4.10.** Use of hazers and/or fog machines are no longer permitted.
- 4.11.** Special permission must be obtained from the Technical Director for the use of any and all food related props, body makeup, feathers or anything else requiring special clean up. The Client shall be responsible for all clean up of such items to the satisfaction of the House Technician or Facilities Manager. Failure to do so shall result in additional cleaning fees being deducted from the damage
- 4.12.** Four (4) hours is the minimum amount of time for theatre rental as well as house technician and additional technician hiring.
- 4.13.** Any more than 15 minutes past a previously arranged end time of a work call will be counted as a 1-hour overage when calculating additional space rental and technician labour costs. Further, it is understood that the fees charged for Front-of-house staff are based on a 3-hour shift. If the performance has not ended and the house is not cleared 2-hours after the pre-determined show start time extra charges will apply at a rate of \$15/half hour for the FOH Manager and \$10/half hour for the Usher.

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- 4.14.** Cancellation policy: rental dates and times can only be guaranteed once this agreement is signed and cheques as outlined in Fees Statement have been provided by the Client. Upon contract signing, the first deposit of %15 is non-refundable. If a cancellation is initiated by the Client after contract signing but prior to one month before the first performance date the post-dated 35% cheque will be returned. If the cancellation occurs within this one month period however, this amount will also be non-refundable. In the event of a cancellation initiated by the Client, non-refundable amounts may not be counted towards future contracts.
- 4.15.** Termination: violation on the part of the Client of any clause in this agreement may result in immediate cancellation of the rental period and the loss of deposits as stipulated in the cancellation policy
- 4.16.** A fee of \$25 will be owed by the Client for each occurrence of a cheque being returned NSF
- 4.17.** Toronto Dance Foundation will not be responsible for loss or damage to sets, costumes or other item left by the Client in the theatre or other areas of the facility and is not responsible or liable for any box office materials or receipts.
- 4.18.** Force Majeure: Neither the Client nor TDF shall have any claim against the other if the performances are prevented or rendered impossible for any reason beyond the control of the Client or TDF, including, without limitation, any act or regulation of any public authority, civil tumult, strike, epidemic, acts of God, or any other emergency.
- 4.19.** Insurance: Third Party Liability Insurance is provided by the TDF. This covers TDF staff only, as well as audience members. Coverage for Client's staff and equipment is the responsibility of the Client
- 4.20.** The Client agrees not to use the telephone/fax numbers of the Toronto Dance Theatre or School of Toronto Dance Theatre in its promotional material.
- 4.21.** Promotional material must refer to the venue as "Winchester St. Theatre", and never as "Toronto Dance Theatre", "School of TDT", etc.
- 4.22.** The following credits must appear in the performance programme:
For the Winchester Street Theatre:
Facilities Manager: Gregg Kitell
Technical Director :
Front of House Manager: Jennifer Lee
80 Winchester Street is the home of Toronto Dance Theatre and The School of Toronto Dance Theatre.
- 4.23.** A land acknowledgment will be said at the beginning of each performance. This can be said by a performer, the producer, SM or other person delegated. It can not be said by a member of the Winchester theatre staff. A template of what to say will be provided upon request.

5. Use of Facilities

It is understood that the Client shall not have exclusive use of the facilities, as Toronto Dance

Theatre and the School of Toronto Dance Theatre have access to the facility outside the Client's contracted hours. The Client should be aware that classes and rehearsals are conducted in various studios throughout the building from 8:30 a.m. to 10:00 p.m. Monday through Sunday. The Client shall not have use of any other studios, offices, facilities or equipment other than as specified in this License unless separately arranged.

The Client is limited to the use of the facilities at 80 Winchester Street as follows:

5.1. Theatre Lobby & Box Office

The lobby area serves as the main entrance to the building and it is therefore the responsibility of both parties to keep it reasonably clean. For security reasons it is recommended that all box office material (cash/receipts/confirmation lists) be taken off site following each performance.

5.2. Signage and Exterior Activities

An exterior, lighted display case and two bulletin boards in the lobby area are provided for the Client's promotional material and lobby display. Following the last performance the Client must immediately remove all material. In consideration of the theatre being situated in a residential area, the Client shall not place banners, sandwich boards, etc outside the building, or conduct outside activities on public property without securing any and all appropriate governmental licenses and/or permission.

5.3. Mezzanine

This is for the use of the production staff of the Client and TDF. Under no circumstances may this be used as a seating area for audience members. At no time shall there be more than eight people in the mezzanine including production staff of the Client.

5.4. Theatre Dressing Rooms

Dressing rooms and a greenroom/lounge are located in the basement. The Client has access to these rooms during the theatre rental hours. Please be aware that other renters may also have access to this area. In the lounge, there is a small padlocked wardrobe closet for the Client's use.

5.5. Public Washrooms

These are located on the 2nd floor at the east end of the Lobby. Washrooms located in the basement are exclusively for the use of the Client, resident companies and other renters.

5.6. Licensed and Non-Licensed Receptions and Intermissions

Studio D may be used as a reception room if properly arranged. Any reception or intermission where alcohol is served must be covered by the appropriate Liquor Licensing Board of Ontario license. This license must be displayed where alcohol is served and there must be compliance with all the regulations pertaining to the license. Any receptions held are the sole responsibility of the Licensee. Any areas used for a reception must be left clean and tidy of all food and drink following the reception. In consideration of the theatre being situated in a residential area, the Licensee shall vacate all parts of the facility no later than 11:45 pm. **Under no circumstances may the theatre itself be used as a reception room; no food or drink with the exception of water is allowed in the theatre at any time.**

6. Rental Dates and Times

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6.1. Any changes to this schedule, especially performance cancellations or changes to show start times, must be received no later than 15 days prior to first booking date. Changes beyond this deadline cannot be guaranteed or refunded.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Date:	Date:	Date:	Date:	Date:	Date:	Date:
Time Booked:	Time Booked:	Time Booked:	Time Booked:	Time Booked:	Time Booked:	Time Booked:
Tech or show:	Tech or show:	Tech or show:	Tech or show:	Tech or show:	Tech or show:	Tech or show:
Other:	Other:	Other:	Other:	Other:	Other:	Other:

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7. Fees Statement	
is:	\$3,405.00

Total Booking Hours:	37.5
Total Performances:	3
Total Additional Technician Hours:	0
Total Projector 4hr.:	0
Post Show Reception:	0

<u>Theatre Rental</u>					
Hours	37.5	hours @	\$50.00	=	\$1,875.00
			Total Rental Costs		\$1,875.00
<u>Required Labour</u>					
House Technician	37.5	hours @	\$30.00	=	\$1,125.00
Additional Technician	0	hours @	\$25.00	=	\$0.00
Front of House Manager	3	shows @	\$95.00	=	\$285.00
Usher	3	shows @	\$40.00	=	\$120.00
			Total Labour Costs		\$1,530.00
<u>Additional Fees</u>					
Lockup Fee (reception)	0	nights @	\$30.00	=	\$0.00
Projector Bulb Charge	0	nights @	\$50.00	=	\$0.00
			Total Additional		\$0.00
<u>Subtotal</u>					\$3,405.00
<u>HST</u>					\$0.00
			Total Licence Fee		\$3,405.00

The following cheques are due upon contract signing:	
Non-refundable deposit cheque for 15% of Total License Fee	\$510.75
Due: <u>April 10 2019</u>	
Cheque for 35% of Total License Fee	\$1,191.75
Due: <u>May 1st 2019</u>	
Note: non-refundable once cashed	
Cheque for Damage Deposit	\$300.00
Note: dated first theatre rental day	
Cheque for 50% of Total License Fee	\$1,702.50
Due: <u>May 29 2019</u>	
<u>Cheques can be made payable to 'The Toronto Dance Foundation'</u>	

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Special notice about the **Accessibility for Ontarians with Disabilities Act:**

Under this act both TDF and the Client are obliged to accommodate patrons with disabilities. Patrons with service animals and support persons must be accommodated at no extra charge.

8. Damage Deposit and Post Rental Statement

- 8.1. Unless there is any reason to withhold part of or all of the refundable damage deposit, it will be returned after the final performance, once all strike/restore work has been completed.
- 8.2. The Client understands that once the rental period is completed, a 'Post Rental Statement' will be issued outlining additional costs incurred during the period of time between the signing of this agreement and the completion of the rental period. These costs may be due to the addition of extra rental/labour hours, added shows, use of the house projector, and anything else not included in this agreement at the time of signing.

9. Signatures

For the Client:

Name: _____

Signed: _____

Date: _____

For TDF:

Name: _____

Signed: _____

Date: _____

* This contract becomes valid only upon such time as both parties have signed 2 copies (one to be kept by each party), and cheques have been received by TDF as outlined in the 'Fees Statement' section as being due on signing.

Thank You.