



6218 Sooke Road

Sooke BC V9Z 0S4

250-642-6371

www.emcsprograms@sd62.bc.ca

This agreement made (month) _____ 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 there to 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 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.

TICKETS:

3) 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, any 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 @ \$25 per hour

- Front of House Staff @ \$20 per hour

- Student Tech @ \$15.65 per hour

-Custodian minimum 4-hour callout @ \$155 (if applicable)

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 foresaid 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 any food or drink in the facility, with the exception of bottle water.
- k) Not to permit or allow smoking of cigarettes or vapour devices in the facility or on the school property
- l) Can sell Merchandise and will be responsible for their own sales.

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.