

Sooke Community Theatre Users Checklist

- Contact the EMCS Program Office about booking dates
 - **Barb Dunn (250) 642-6371 or emcsprograms@sd62.bc.ca**
- Contact the Theatre Coordinator to discuss your production requirements
 - **Tom Devlin – sookecommunitytheatre@gmail.com**
- Fill out and sign the Rental Agreement.
- Obtain insurance (**5 million liability and event insurance naming EMCS Society and SD62 as added insured in the policy**) and return a copy of the insurance to the Program Office.
- Pay the deposit of \$300.00 + GST via cheque made out to EMCS Society (non-refundable).
- Deposits will be waived (THUGS – Theatre User Groups)
- Return all forms to the Program Office with the non-refundable deposit and contract within 30 days of the booking.

Sooke Community Theatre Rental Agreement

This agreement made (month) the day of , 20

Between:

Edward Milne Community School Society (hereinafter called "the Society") of the first part.

Theatre Renter (hereinafter called "the licensee") of the second part.

Whereas the Society is the operator of that part of the building there to known as Sooke Community Theatre (hereinafter called "Theatre")

And whereas the Licensee is desirous of using that part of said Facility hereinafter more particularly described as the Sooke Community 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) SCHEDULE

The Society hereby grants unto the Licensee the exclusive/and or limited use of the Facility described as follows: Sooke Community Theatre for the purpose only of presenting

For the period(s) of (see schedule)

2) RENTAL COSTS

The Licensee shall pay to the Society the following sums (rental cost quote pg. 6) plus applicable taxes as rental for the events. The Licensee agrees to pay a \$300 + GST non-refundable deposit which will be applied to the "Theatre Rental". This will be applied to your bill

3) TICKETS AND THEATRE USERS FEE

THEATRE IMPROVEMENT FEE (TIF): A \$1.00 (one dollar) ticket user fee will be charged for every ticket issued for the Sooke Community Theatre and paid within 21 days following the last date of the booking. The TIF 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:

plus, any APPLICABLE TAXES

(Please indicate ticket price on the line above, keeping in mind that the TIF of \$1.00 should be included in the total ticket price). If Society sells tickets, Licensee will be reimbursed once invoice is paid. There could be a processing fee.

4) RENTAL RATES

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

- a) All show and production costs including advertising
- b) Staffing and other costs
- c) See (Page 6) for additional details

5) SOCIETY RESPONSIBILITIES

The Society will ensure the following:

- a. Such electricity and heat as shall be reasonably required for the foresaid purposes for the Licensee.
- b. Theatre Coordinator will meet with licensee prior to the show to review technical requirements and then again 2 weeks prior to their first rental date to solidify plans and review any changes. Up to two hours will be allotted for this purpose and covered by the Society.
- c. Theatre Coordinator will be present for all technical theatre bookings to coordinate with the Licensee, Technicians, and Custodial. They will complete a walkaround to begin and end any rental dates to ensure that all theatre and district rules are adhered to, and all equipment is properly utilized and returned.
- d. Make the following items available to the Licensee: extension cords, backstage props tables, headset communications system (5 headsets in total), laptop computer for sound system, and other cables as reasonable for the Licensee to use.
- e. Society will advertise on Facebook and Website in consultation with the Theatre Coordinator and Licensee.

6) LICENSEE RESPONSIBILITIES

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

- a. To pay to the Society all monies owed according to the rates established herein within 30 days of the final rental booking or June 30, whichever comes first.
- b. To pay SOCAN and all Publisher Royalty Rates as applicable for the licensee's production.
- c. 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.

- d. 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, lightning, or tempest only excepted.
- e. To keep and maintain the portions of the Facility used by the Licensee clean and in sanitary conditions at all times.
- f. To always keep and maintain the facility lighting “house hang” and return the sound board to its original state as it is used in the classroom, except under the direct instruction of the Theatre Coordinator.
- g. Any set pieces for Licensees can come into the theatre on the Sunday prior to their first tech rehearsal. However, set pieces must be moved backstage after each tech/dress rehearsal and not hinder the regular use of the stage for school classes and events. Set pieces cannot hinder access to equipment such as the scissor life, dance equipment and piano, etc. Set must be moved out the Sunday of the last performance prior to classes beginning on Monday.
- h. To strictly observe and perform all policies of the Society and School District 62 (Sooke) in relation to the facility.
- i. To observe and comply with all fire regulations pertaining to the use of the Facility.
- j. Not to allow or permit the consumption of liquor as defined by the province of British Columbia regulates these special events to ensure: • Permittees are aware of their duties and responsibilities; • Liquor served is from a lawful source; • Enforcement authorities are aware of the event; and • Events meet all legislative requirements for serving liquor. School District No. 62 (Sooke) must approve this special event prior to applying for a liquor license – this must be done well in advance of the date (minimum 30 days).
- k. Not to permit any food or drink in the facility, with the exception of bottled water.
- l. Not to permit or allow smoking of cigarettes or vapor devices in the school or on the school property.
- m. Licensee may sell Merchandise and will be responsible for their own sales.
- n. Licensee is responsible for their own advertising. Ensure that Sooke Community Theatre @ EMCS is on all advertising

7) FAILURE TO PAY

It is agreed that if the Licensee fails to pay any monies or perform any terms outlines 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) SUBLET OF CONTRACT

It is understood that under NO circumstances may the rights granted in this contract be assigned or sublet in any way whatsoever.

9) ENTERING THE FACILITY

The Licensee agrees that the Theatre Coordinator or their designate together with any agents or employees of the Society or School District 62 (Sooke), 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 ensure the safety and preservation of the Facility.

10) CANCELLATIONS

If the Licensee wishes to cancel their agreement, they must provide 7 days written notice prior to their first rental date or forfeit their non-refundable deposit, unless booking new dates.

The Licensee understands that if their rental agreement is in conflict with school events that require the use of the Facility, their agreement may be terminated for the conflicting day up to two weeks prior to the rental event. The school and the Society will make every reasonable effort not to terminate a user booking.

11) The undersigned has read and agrees, on behalf of the user group, to be bound by this permit and the terms and conditions contained herein and attached hereto, and hereby warrants and represents that he/she/they executes this permit on behalf of the user group and has sufficient power, authority, and capacity to bind the user group with his/her/their signature.

For the Facility: EMCS Society

Signature:

Date:

Renter:

Signature:

Date:

Sooke Community Theatre @ EMCS Rental Rates

Hourly Rental Rate		
\$37.80/hour	Non-Profit Associations	On Performance Days
\$16.20/hour	Non-Profit Associations	Rehearsal(s)
\$48.60/hour	Business/Commercial	Rehearsal(s)
\$97.20/hour	Business/Commercial	On Performance Days
\$27.75/hour	Theatre Coordinator	Required to be present for all tech/dress rehearsals and performances
\$18.50/hour	Student Technician	Required for Lighting and Audio programming and Performing
\$25/hour	Duty Host	If required
\$150 + GST/4 hours	Custodial Services	Flat rate minimum 4 hour call out for weekends, evenings as per need of user group
\$200/entire rental period	Piano tuning	Required if piano is used for performance
\$27.75/hour/staff member	Program Office Assistant	As needed
\$16.20/ hour	Rooms in the school, attached to the SCT such as the band room, commons and room # 1086 can be booked at no charge if available.	This does not Include any room not attached to the theatre such as Gym, Staff Room, and other rooms not outlined in the rental agreement. Applicable rates will apply.
	Overtime fee will be charged to user groups who go past their contracted hours	

No rent charged for one non-technical rehearsal (subject to availability) if user is performing at the theatre.

Authorized community techs are allowed to be used at the discretion of both the Theatre Coordinator and the Theatre teacher. Community techs will be reviewed annually and may be edited. This does not negate the use of the Theatre Coordinator.

Rates for rentals and wages are subject to change.

For more information, call (250) 642-6371, EMCS program office.

