RENTAL AGREEMENT CONDITIONS

Throughout the following conditions, "University" shall refer to the University of Waterloo, and "Centre" shall refer to the Theatre Centre, a department of the University of Waterloo.

R1. The basic rental fee shall include, without additional charge, the use of any or all technical equipment available in the theatre on the date(s) of occupation, with the exception of those items listed in the Centre Rates Sheet which may be used at the listed additional charge. The provision of extra equipment shall be the responsibility of the LESSEE and its use subject to the supervision of Centre personnel. The basic rental fee, as listed in the Centre Rates Sheet includes venue rental hours described therein.

R2. The LESSEE agrees to pay to the proper authority any taxes, charges or levies payable under the Retail Sales Tax Act, the Excise Tax Act or payable to any other authority as a result of the LESSEE's use of the Centre facilities and to factor the cost of such taxes, charges or levies into the event cost.

R3. The LESSEE shall procure, at its expense, all licences and permits from municipal or provincial authority, which may be required pursuant to the rental or use of premises under this AGREEMENT.

R4. The Centre will require proof that the LESSEE carries Liability Insurance in an amount considered acceptable to the University and this proof must be in the Centre office prior to LESSEE access to the Centre facilities.

R5. The University will not be advertised or used by the LESSEE for any purpose other than that set out in this AGREEMENT.

R6. The LESSEE will reimburse the Centre for any damages to properties or facilities that are directly attributable to the LESSEE's use of the theatre. Any alterations required by the LESSEE to the premises and the introduction by the LESSEE of stage sets, decorations or attachments of any kind into the theatre and their surrounding areas shall be subject to prior approval of the Director of Theatre Operations. The cost of such alterations, decorations or attachments and the restoration of the premises to their original state shall be the financial responsibility of the LESSEE.

R7. Local and University safety regulations must be observed at all times including restrictions on set materials and the prevention of aisle obstruction.

R8. Any vehicles brought onto the campus of the University shall be subject to the parking regulations of the University.

R9. Refreshments, other than bottled water, are not permitted in the theatre. Smoking or vaping is not permitted in Hagey Hall of the Humanities. The use of audio or visual recording equipment is not permitted during events without prior arrangement with the Director of Theatre Operations. Arrangements must be made at least one week prior to the event.

R10a. Approval from the Centre must be obtained by the LESSEE for any merchandising on University property and said merchandising is subject to a charge in the amount of 15% of gross sales, payable to the Centre in cash immediately following the event or invoiced to the LESSEE. Failure to settle will result in an assessment of $100.00 per event session with sales, per seller, added to the LESSEE invoice.

R10b. Approval from the Centre must be obtained by the LESSEE for any monetary collection on University property and said collection is subject to a charge in the amount of 15% of gross collection, payable to the Centre in cash immediately following the event or invoiced to the LESSEE. Failure to settle will result in an assessment of $100.00 per event session with collection, per collection, added to the LESSEE invoice.

R11. Should the LESSEE or its employees, agents or anyone directly responsible to the LESSEE illegally bring restricted substances into the theatre the scheduled event may be immediately cancelled by the Director of Theatre Operations. Should the liquor licence of the University be impaired in any way by such illegal acts, the LESSEE will be held legally and financially responsible to the University for any damages arising.

R12. The Centre will, at all times, retain control of the management of the theatre and the LESSEE shall strictly adhere to the decisions and instructions of the Director of Theatre Operations.
R13. The Centre reserves the right to determine the number and types of personnel required for the proper staffing of any event.

R14. Labour charges billed to the LESSEE will be based on actual time worked by employees. A minimum of two hours work shall be billed for each employee each day. When an employee of the Centre is required to be on duty for more than eight hours in any given day, and/or for more than forty hours in one week, charges in excess of eight hours, and/or over forty hours in one week will be billed at one and one half the contracted rate. Charges for work on public holidays will be based on the Ontario Ministry of Labour Employment Standards. For the purposes of this AGREEMENT, a day is defined as beginning and ending at 3:00 a.m., and a week is defined as beginning and ending at 3:00 a.m. Monday. There may be a meal charge to the LESSEE for Centre employees required to work over eight hours in any given day.

R15. Employees of the Centre are entitled to a paid fifteen minute break after two and one half hours work, and to an additional unpaid sixty minute break after five hours of work.

R16. The LESSEE agrees to indemnify and save harmless the University, its servants and agents, against any and all liability, loss, damages, costs and expenses which it may incur, suffer or be required to pay by reason of the use of the University property by the LESSEE. Without limiting the generality of the foregoing, the LESSEE hereby agrees to indemnify and save harmless the University against all claims arising out of infringement of royalty rights, copyrights, SOCAN charges, slander or libel which may occur as a result of a public performance or speeches.

R17. The LESSEE understands and agrees that this AGREEMENT may be cancelled by either party, with just cause, subject to at least three weeks’ notice and that in the event of such cancellation all rental fees will be refunded, except as prescribed in the UWTC Cancellation policy addendum, but there will be no claims or rights to damages, or reimbursement on account of any loss, damage or expense whatsoever. Notice of cancellation by the Centre shall be sent by postal or electronic mail to the LESSEE at an address on file for the LESSEE. If notice of cancellation by the LESSEE is received by the Centre less than three weeks prior to the event, the LESSEE will pay ten percent of the rental fee, all costs incurred by the Centre to date and all minimum part time labour expenses, unless otherwise prescribed in the UWTC Cancellation policy addendum.

Notice of cancellation by the LESSEE should be addressed to:

The Director of Theatre Operations
UW Theatre Centre, HH 161
University of Waterloo
200 University Avenue West
Waterloo ON N2L 3G1

Furthermore, if the theatre is damaged or is otherwise unusable during the period contemplated in this AGREEMENT, for reasons beyond the control of the Centre, the LESSEE will be entitled to a refund of all rental deposit amounts paid to the Centre, but the LESSEE shall have no claim or right to damages against the Centre, nor shall it be entitled to any reimbursement on account of any loss, damage or expense whatsoever.

R18. The LESSEE will contact the Centre Director of Theatre Operations, Peter B. Carette, at (519) 888-4567 ex. 32128, at least three weeks prior to the event to communicate event details including but not limited to technical and scheduling information.

R19. No assignment or transfer of this AGREEMENT may be made without written consent of the Centre.

R20. A rental deposit may be required pursuant to this AGREEMENT and if so will be stipulated on the AGREEMENT. Said deposit will be due in full, with signed contract, in the office of the Centre no later than three weeks prior to the contracted event. Any rental deposit received will be applied against invoice payment upon settlement.

I have read and accept the conditions of the RENTAL AGREEMENT as outlined above:

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