

RENTAL AGREEMENT CONDITIONS

Throughout the following conditions, UNIVERSITY shall refer to the University of Waterloo, and THEATRE shall refer to the School of Critical and Creative Humanities, a school in the Faculty of Arts at the University of Waterloo.

R1. Assignment

No assignment or transfer of this AGREEMENT may be made by the LESSEE without written consent of the THEATRE.

R2. Beverages

Refreshments, other than bottled water, are not permitted backstage. Refreshments, other than bottled water, are not permitted in the theatre auditorium without prior arrangement with the Front of House Manager and Technical Coordinator of the space.

R3. Cancellation

The LESSEE understands and agrees that this AGREEMENT may be cancelled by the LESSEE, with just cause, subject to the cancellation fees outline below dependent on duration of notice given, but there will be no claims or rights to damages, or reimbursement on account of any loss, damage or expense whatsoever.

The LESSEE will pay cancellation fees as follows;

Notice of six (6) weeks or more prior to the first day of the booking

- THEATRE retains the \$500 non-refundable deposit if paid
- If a deposit has not been paid, a \$150 administration fee will be charged
- In the event a deposit of 100% of the estimated labour has been paid, the deposit will be refunded less the \$500 non-refundable portion.
- For ticketed events, the THEATRE will refund all purchased tickets for the full amount minus non-refundable convenience fees. The LESSEE must cover the cost of handling on those refunded tickets.

Notice between three (3) to six (6) weeks prior to the first day of the booking

- Fifty percent (50%) of the rental fee, all costs incurred by the THEATRE to date or \$500 non-refundable deposit, whichever is more
- For ticketed events, the THEATRE will refund all purchased tickets for the full amount minus non-refundable convenience fees. The LESSEE must cover the cost of handling on those refunded tickets.

Notice of less than three (3) weeks prior to the first day of booking

- One hundred percent (100%) of the rental fee, all costs incurred by the THEATRE to date and all minimum part-time labour expenses
- For ticketed events, the THEATRE will refund all purchased tickets for the full amount minus non-refundable convenience fees. The LESSEE must cover the cost of handling on those refunded tickets.

Notice of cancellation by the LESSEE should be addressed to:

The Director of Production & Theatre Operations
ML 122
University of Waterloo
200 University Avenue West
Waterloo ON N2L 3G1
jrainville@uwaterloo.ca

The LESSEE understands and agrees that this AGREEMENT may be cancelled by the THEATRE in cause of forced majeure including but not limited to, an act of God, fire, flood, war, public disaster, strikes or labour difficulties, governmental enactment, regulation or order, pandemic, or any other cause beyond either party's control, such party shall not be liable to the other, therefore. This includes incidences where the THEATRE is damaged or is otherwise unusable during the period contemplated in this AGREEMENT, for reasons beyond the control of the THEATRE. When cancellation is necessary the LESSEE will be entitled to a refund of all rental deposit amounts paid to the THEATRE, but the LESSEE shall have no claim or right to damages against the THEATRE, nor shall it be entitled to any reimbursement on account of any loss, damage, or expense whatsoever. For ticketed events, the THEATRE will refund all purchased tickets for the full amount minus non-refundable convenience fee. The THEATRE will cover the cost of handling on those refunded tickets.

The THEATRE may also cancel this AGREEMENT if the LESSEE is unable to provide necessary information or documentation needed to support the event, including but not limited to, deposit payment, certificate of insurance, copyrights, and technical information. In the event of such cancellation the LESSEE will pay one hundred percent (100%) of the rental fee, all costs incurred by the THEATRE to date and all minimum part-time labour expenses, but the LESSEE shall have no claim or right to damages against the THEATRE, nor shall it be entitled to any reimbursement on account of any loss, damage, or expense whatsoever.

Notice of cancellation by the THEATRE shall be sent by postal or electronic mail to the LESSEE at an address on file for the LESSEE.

R4. Copyright Licenses

The LESSEE will submit, upon demand, documentation confirming that the LESSEE has obtained all licenses required to perform and/or record copyrighted material. Failure to produce such documentation will be grounds to refuse the use of the facility.

R5. Damage to Properties or Facilities

The LESSEE will reimburse the THEATRE 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 Production & Theatre Operations and/or the Technical Coordinator for the space. The cost of such alterations, decorations, or attachments and the restoration of the premises to their original state shall be the fiscal responsibility of the LESSEE.

R6. Employee Breaks

Employees of the THEATRE are entitled to a paid fifteen-minute (15) break after two and one-half (2½) hours work, and to an additional unpaid sixty-minute (60) break after a maximum of five (5) hours of work. Infringing upon these breaks, the LESSEE will be charged \$50.00 per employee as a meal penalty.

R7. Event Information

The LESSEE will contact the THEATRE the Front of House Manager and Technical Coordinator of the space, at (519) 888-4767, at least three (3) weeks prior to the event to communicate event details including but not limited to technical and scheduling information.

R8. Fire Retardant

Any fabric, drapery, textiles, or other combustibles hung in the air, near lights or flame effects / pyrotechnics must meet Ontario's Fire Code Regulations & Fire Protection and Prevention Act Subsection 2.3.2.1. Flame resistance of textiles. This means that these items must have a fire-resistance rating of not less than 1 hour. The client must supply a certificate of flame retardancy.

All pyrotechnics must be handled by a licensed technician. The use of pyrotechnics also requires a full fire plan to be approved by the Safety Office and the Waterloo Regional Fire Department. This process takes 6 – 8 weeks.

R9. Insurance

The LESSEE must take out with an Insurer licensed to carry on business in Ontario, at the expense of the LESSEE, a comprehensive policy of public liability and property damage insurance acceptable to THEATRE providing insurance coverage in respect of any one occurrence of at least five million dollars (\$5,000,000), exclusive of interest and costs, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising in connection with the function or use as a result of any act or omission of the LESSEE or the group represented by or affiliated with the LESSEE named hereon, their members, officers, employees, volunteers, agents or contractors or any person who attends the function or Use. THEATRE requires that the insurance policy name the University of Waterloo as additional insured as their interest may appear, and the LESSEE shall provide a certified copy of the policy or a certificate thereof to THEATRE two (2) weeks before the use. Copies should be emailed to Rentals Coordinator. If the certified copy of the policy is not received in a timely manner, the THEATRE has the right to cancel LESSEE's use of the space.

R10. Labour Billing

Labour charges billed to the LESSEE will be based on actual time worked by employees. A minimum of four (4) hours worked for technical employees and three (3) hours worked for Front of House employees shall be billed for each employee each day. When an employee of the THEATRE is required to be on duty for more than eight (8) hours in any given day, and/or for more than forty-four (44) hours in a week, charges more than eight hours, and/or over forty-four hours in one week will be billed at one and one-half (1½) times the contracted rate. Charges for work on public holidays will be based on the Ontario Ministry of Labour Employment Standards. For work prior to 6 a.m. and after midnight, LESSEE will pay for transportation by taxi or ride share for THEATRE staff who rely on public transportation. These hours worked are also billed at double time.

R11. Liability

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 because of a public performance or speeches.

R12. Licences and permits

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

R13. Overnight Rest

For consecutive multiday events, staff members must receive a minimum of 11 hours of overnight rest from one day to the next. Infringing on this overnight rest period will result in a charge of \$100 per staff member affected. There must be a minimum of 8-hours of overnight rest for all events.

R14. Parking

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

R15. Personal Protective Equipment

Client personnel involved in set load-in, scenic construction, scene changes, and material handling are required to wear CSA (green triangle) approved steel-toed shoes or boots during these activities. For all rehearsals and performance, backstage personnel supplied by the client should wear sturdy closed toe, rubber soled shoes. Under no circumstances are open-toed shoes, flip flops, sandals, or shoes with more than one-inch heel, permitted backstage. Performers are exempt from this regulation.

Hard hats are supplied by the venue for any client personnel during a load in where work is happening overhead. Client personnel who refuse to wear the hard hats, will be removed from the stage until it is safe to enter.

R16. Pets and Service Animals

Pets are not permitted inside university buildings. This does not apply to service animals or animals that are used in performances. For the latter, arrangements should be made with the Front of House Manager and/or the Technical Coordinator of the space. Arrangements must be made at least one week before the event.

R17. Providing Food

The LESSEE is not permitted to sell food or beverages on UNIVERSITY property. To provide food to staff, performers, or patrons free of charge the LESSEE must receive approval from UW Food Services. Requests for approval must be made at least 5 weeks prior to the event. Copies of approval should be emailed to the Rentals Coordinator and the Front of House Manager.

R18. Recording

The use of audio or visual recording equipment is not permitted during events without prior arrangement with the Director of Production & Theatre Operations and/or the Technical Coordinator of the space.

R19. Restricted Substances

Should the LESSEE or its employees, agents, or anyone responsible to the LESSEE illegally bring restricted substances into the theatre the scheduled event may be immediately cancelled by the Director of Production & Theatre Operations and/or the Technical Coordinator of the space. 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.

R20. Theatre Lobby Usage

Clients are permitted set up displays, signage, and merchandise tables in designated lobby area. Clients will receive a document with photos outlining said designated areas. Nothing may block egress routes or fire safety equipment i.e. fire hose, emergency pull stations, phones, waste receptacles, and defibrillators.

Posting of signage and displays must adhere to the following parameters

- Green painters tape and blue sticky tack for any painted wall surfaces
- No posting on display cases

R21. Theatre Staffing

The THEATRE reserves the right to determine the number and types of personnel required for the proper staffing of any event. If it becomes necessary to cancel scheduled staff, the theatre requires 3 business days' notice for the cancellation of shifts. Should appropriate notice not be given, the LESSEE will be billed for the time of the cancelled staff.

R22. Rental Deposit

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 THEATRE no later than two (2) weeks prior to the contracted event. Any rental deposit received will be applied against invoice payment upon settlement.

R23. Rental Fee

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, except for those items listed in the Contract fee schedule 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 THEATRE personnel. The basic rental fee includes up to eight (8) hours of venue rental, which consists of three (3) hours immediately prior to the performance time for load in and set up, the time for the performance, and two (2) hours immediately following the performance for load out and restoring of the space.

R24. Rosin

Rosin may only be used on the vinyl dance floor with prior approval from the Technical Coordinator. Clients are responsible for providing the rosin and rosin receptacle to contain the mess. Rosin is not permitted on any other floor. If rosin use causes excessive mess backstage, the client may be charged a cleaning fee of \$104.

R25. Safety Regulations

Local and University safety regulations must always be observed including restrictions on set materials and the prevention of aisle obstruction.

R26. Schedule Changes

Requests to change the to schedule must be received via email at least 3 business days prior to the event. Approval of changes will be made in consultation with the Technical Coordinator and the Box Office and Front of House Manager. If changes are made with less than 3 days' notice the LESSEE will be billed for the minimum time of any cancelled staff.

R27. Security

The THEATRE reserves the right to require additional security through the either the UWaterloo Special Constables, external security, or the Waterloo Regional Police Services at the expense of the LESSEE should the staff not feel safe in the duties of their works. If the THEATRE believes that the LESSEE's event does not follow UWaterloo's Policy 71 regulation, the THEATRE can cancel the booking at any time either prior to or during the event.

R28. Smoke Free Campus

Smoking or vaping is not permitted on university property.

R29. Taxes

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 because of the LESSEE's use of the THEATRE facilities and to factor the cost of such taxes, charges, or levies into any admission fee charged to the public.

R30. Use of Space

- The THEATRE will, always, retain control of the management of the venues and the LESSEE shall strictly adhere to the decisions and instructions of the Director of Production & Theatre Operations and/or the Technical Coordinator of the space.
- The University will not be advertised or used by the LESSEE for any purpose other than that set out in this AGREEMENT.

R31. Workplace Harassment

Under Policy #33 – Ethical behaviour, the University is committed to providing a work environment in which all workers are treated with respect and dignity. Workplace harassment will not be tolerated from any person in the workplace. Workplace harassment is defined as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome or workplace sexual harassment. Once an incident of workplace harassment or workplace sexual harassment is reported, the University will ensure that an investigation appropriate in circumstances is conducted immediately. Refer to Policy #33 on the Secretariat's website for further details. <https://uwaterloo.ca/secretariat/policies-procedures-guidelines/policy-33>

R32. Workplace Violence

The University is committed to maintaining a working environment that is violence free. The University has implemented

a Workplace Violence Prevention Program. All employees, students and visitors have a responsibility in maintaining a violence free working environment by not engaging in acts of violence and are required to report incidents promptly.

Violence is defined as:

- a) the exercise of physical force by a person against a worker, student or visitor on University Property or at a University Event, that causes or could cause physical injury to the worker, student or visitor;
- b) an attempt to exercise physical force against a worker, student or visitor on University Property or at a University Event, that could cause physical injury to the worker, student or visitor; or
- c) a statement or behaviour that it is reasonable for a worker, student or visitor to interpret as a threat to exercise physical force against the worker, student or visitor, on University Property or at a University Event, that could cause physical injury to the worker.

The definition of violence includes domestic violence.

Any act of violence is unacceptable conduct that will not be tolerated. Anyone engaging in activities or behaviour found to be of a violent or threatening nature will be subject to disciplinary and other sanctions up to and including termination of employment, expulsion and ban from University premises. Criminal or civil proceedings may also be initiated.