



**HUNTSVILLE CIVIC CENTRE/ALGONQUIN THEATRE
LICENCE AGREEMENT 2009**

Contact Information:

Name of Applicant: _____

Name of Organization: _____ (the Licensee)

Home Phone: _____ Work Phone: _____ fax: _____

Street Address: _____ City/Town: _____

Postal Code: _____ email: _____

Fee level: Commercial Resident Non-Profit Non-Profit Ticketed
Non-Ticketed

Event Information:

Event Name: _____

Event Description: _____

Liability Insurance required (\$120.00)

Liability Insurance already purchased

Copy attached

Facility:

Facility	Date	Start Time	End Time	Price

Special Requests:

Charges	Price
Base fee (\$1000.00 or 11% of gross whichever is greater)	
Credit Card Fees 3%	
Box Office set up fee (\$60.00)	
Promo/Comp Tickets \$4.00 each	
Technician – Head \$27.00/hr x _____ hrs	
Technician – 2 nd \$22.00/hr x _____ hrs	
Liability Insurance \$95.00 Non profit \$120.00 Commercial	
Printing costs 0.20 x _____ tickets	
Labourers Load in/out \$16.00 per person/hour	
Advertising \$125.00 Commercial	
Piano Rental \$100.00	
Piano Tuning \$100 (if required)	
Facility Management \$125.00 per performance	
Capital Improvement Fund (0.75 per ticket)	
GST	
TOTAL	

Other Information:

The Applicant has read the General Conditions of Use, including Waiver Clause attached hereto, and hereby warrants and represents that he/she has sufficient power, authority and capacity to bind the Licensee thereto with his/her signature.

Signature on this page indicates that Licensee agrees to all conditions on the following pages.

The Corporation of the Town of Huntsville

X: _____
(Signature of Applicant)

By X: _____
(Signature of Theatre Manager)

Date: _____

Date: _____

General Conditions of Use

In consideration of the Town granting to the Licensee the right to use such of the Civic Centre's facilities as set out in this Licence Agreement for the sole purpose therein described, the Licensee agrees to accept and use the premises in accordance with the following terms and conditions:

1. The Licensee agrees to pay the licensing fees as set out in this Licence Agreement together with all applicable taxes.
2. The Licensee understands that the space being licensed is provided with a standard of furnishing to be established by the Town and that the provision of additional furnishings or the rearrangement of existing furnishing may be undertaken at additional expense to the Licensee.
3. The Licensee agrees to abide by all applicable room capacity limits.
4. The Town shall have the exclusive right to operate or contract with concessionaires for the operation of coat check rooms and for the sale of refreshments including alcoholic beverages, soft drinks and food. All revenue from such concessions shall belong to the Town.
5. The Licensee will not assign this Agreement or any part of it or share the use of the licensed space with any other person or group.
6. Confetti shall not be permitted in or outside the Civic Centre.
7. Nails, wood screws or bolts or any similar fastenings must not be used to affix decorations to the walls, floors or ceilings, no taping of any nature.
8. The Licensee agrees to comply with all applicable municipal, provincial and federal laws by-laws, rules and regulations with respect to its use of the licensed space.
9. The Town shall not be responsible in any way for any injury to any person, including death, or for any loss of business of the Licensee, or for any loss or damage to any property belonging to the Licensee, its agents, employees, patrons or invitees while such person or property is in or about the Civic Centre by reason of the use thereof by the Licensee. The Licensee covenants to indemnify the Town against all loss, costs or demands in respect to any such injuries, loss or damage.
10. The Licensee shall provide at its own expense the necessary safeguards to protect the property of the Licensee, its agents, employees, patrons or invitees where left overnight in the facility.
11. In case the Civic Centre or any part of it shall be destroyed or damaged by fire or any other cause, or if by reason of an interruption in the supply of electricity, water, heat or air conditioning or other unforeseen occurrence which renders the fulfilment of this Agreement by the Town impossible, then this Agreement shall terminate and the Licensee shall pay licensing fees for the space only up to the time of termination, and the Licensee waives any claim for damages or compensation if this Agreement is so terminated.
12. The Licensee agrees to obtain and maintain, during the term of the Licensee's use of the licensed space, public liability insurance against claims for personal injury (including death) and property damage in or about the Civic Centre in an amount not less than two million dollars (\$2,000,000.00) per occurrence and such policy shall name the Town as an additional named insured. The Licensee shall furnish to the Town, not less than fourteen (14) days prior

to the use of the licensed space, a certificate, reasonably satisfactory to the Town, evidencing such insurance coverage, **or the Licensee shall purchase through the Town a general liability policy at the established rate.**

13. The Licensee agrees to provide and pay for police or security officers, if required by the Town, in such numbers and with such identification as is acceptable to the Town.
14. That the Town reserves the right to license to third parties the right to use other parts of the Civic Centre at the same time as space is licensed to the Licensee.

Additional Terms and Conditions (Theatre Only):

- A) The Town policy states that a Civic Centre employee must be present at all times when the Theatre is being used.
- B) The Licensee acknowledges that Town policy requires the Theatre Technician or designate to be present at all times when the Theatre light and sound is being used.
- C) Rental time is charged from the point that show personnel enter the theatre until the time show personnel leave the theatre.
- D) Minimum charges are applicable for both rehearsals and performances.
- E) All performances over 60 minutes shall have an intermission unless otherwise arranged by the Theatre Manager.
- F) 10% of all merchandise sales shall be directed to the Theatre regardless of sales staff.
- G) Food Services at intermission can be arranged by contacting the Theatre Manager.
- H) Food and drink are not allowed in the Theatre.
- I) Performance rental charge includes use of all available lighting and audio equipment, dressing rooms, Green Room. .
- J) Beverage and concessions stands will be operated by Town staff.
- K) All renters are required to participate in the Theatre advertising, and all promoter advertising must include “Algonquin Theatre, box office phone number (705)-789-4975, and website www.algonquintheatre.ca
- L) Renters are responsible for own SOCAN and GST
- M) The Licensee agrees that all ticket sales to the event to be held shall be managed and controlled by the Town in accordance with the Box Office Policy.
- N) Cancellation Clause: cancellation of an event prior to ticket sales – renter will pay \$400.00 cancellation fee. Cancellation after ticket sales have commenced – renter will pay \$400.00 cancellation fee, plus \$2.00 per ticket sold, plus 3% of all credit card sales and 3% of all credit card refunds.
- O) The Licensee agrees that the same or similar performance shall not be given within an eighty (80) km radius within 60 days of this performance without written permission of the Algonquin Theatre. It is understood that permission will not be unreasonably withheld.

WAIVER CLAUSE

The licensee agrees to indemnify and save harmless the Town of Huntsville Civic Centre/Algonquin Theatre, it's staff, officers or agents, from all manner of actions, causes or actions and demands whatsoever which may at any time be commenced by or on behalf of the Applicant named above against any or all of them for or by reason of any cause or matter whatsoever arising from rental of these premises.