

General Agreement for use of Lighthouse Festival Theatre, Port Dover, ON between LIGHTHOUSE FESTIVAL THEATRE CORPORATION (hereinafter called the Corporation) and the Lessee. The Lessee wishes to use the facility on the terms and conditions hereinafter set out. The parties, in consideration of the mutual consents herein contained, agree to the following:

1. THE CORPORATION AGREES to rent to the Lessee, _____ the use of the Lighthouse Festival Theatre on _____ for set up and performance of _____. *This contract is valid for 30 days. If we have not received a signed copy along with the deposit before the time limit, the date of the event will be released.*

1.1 THE CORPORATION FURTHER AGREES

To provide a representative whose duties shall include

- Manage all ticket sales and provide revenues to Lessee (when event is for charity, final payment will be made to charitable organization)
- 10 complimentary tickets will be provided for the Lessee, additional tickets are subject to a surcharge.
- That ticket sales in full, less expenses agreed to by both parties to this agreement, will be paid to the Lessee within seven business days after the event, events are processed each Tuesday, and subject to personnel availability.
- Manage group sales when requested (see Group Sales, Schedule 2)
- Provide a technical rehearsal to the Lessee day of the event, within the 10-hour rental period.
- Provide a technician day of event, to assist in load in and out and operate lights for the event.
- Box office personnel on site three hours prior to event start
- Arrange front of house duties including House Manager, Ushers, bar services
- Ensure cleanliness of space including washrooms, greenroom and dressing rooms.
- Ensure availability for Lessee's concessions/merchandise.
- House Technician will remain to ensure facility is secure

1.2 To provide a stocked bar and bar sales available 60 minutes prior to the performance, and available for 20 minutes intermission. No bar proceeds will be retained by the Lessee.

1.3 THERE WILL BE NO alcoholic beverages permitted beyond the long bar area and the main auditorium. There will be no alcoholic beverages on stage, in backstage areas, dressing rooms, or in the control booths.

2. THE LESSEE AGREES

- To complete the technical information sheet provided, and return it to the Corporation's representative at least **30 days prior to the event**
- Stage must be clear of all performers, personnel and technical staff forty-five (45) minutes prior to start of event.
- To leave the facility undamaged and in tidy condition, with all refuse gathered and all event materials removed from the building upon termination of the rental time. **Should additional janitorial services be necessary after the event, the corporation will**

invoice the lessee. All representatives of the Lessee will adhere to all requirements in attachment, which is binding to this contract

- To supply at his/her own expense any additional equipment and/or personnel not included in the rental agreement. A sound inventory can be found on our website at www.lighthouse theatre.com/rentals
- To provide adequate supervision and security to prevent any loss, damage or injury to the property.
- To provide valid insurance and to add Lighthouse Festival Theatre as ADDITIONAL NAMED INSURED for event. See schedule 3 for insurance information.

2.2 THE CORPORATION nor any officer, agent or employee of the Corporation shall be liable for any damages, loss or injury, however caused, and that the Lessee shall indemnify all the above-mentioned persons for any loss, damage or injury incurred or suffered by any person attending at, or participating in, any event sponsored or conducted by the Lessee at the facility. **The Lessee must provide proof of insurability, a minimum of 30 days prior to event.**

2.3 LIGHTHOUSE FESTIVAL THEATRE is the venue for your event, not the presenter. Therefore, you agree to use the provided design for venue and ticket information, which must be positioned on the bottom of all advertising materials. The name LIGHTHOUSE FESTIVAL THEATRE is not to appear anywhere else, other than within the supplied design. All advertising material must be authorized by a representative of the Theatre, who will provide approval in a timely manner. If not adhered to will be required to be reprinted at the Lessees expense.

2.3.5 All events are posted on the Lighthouse Festival Theatre website, allowing on line sales available to patrons. Visuals provided by the Lessee for the website must be sized 600 PX wide by 500 PX tall.

2.4 THE CORPORATION shall not be liable for any non-availability of the facility as a result of any strike, civil strife, utility failure or Act of God.

2.5 THE CORPORATION has the right to cancel the event, if deemed a detriment to the Corporation.

3. THIS AGREEMENT shall insure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns. It shall be construed and enforced in accordance with the laws of the jurisdiction in which this agreement has been executed. This agreement constitutes the entire understanding and agreement between the parties and may not be modified or amended except by agreement in writing.

4. WAIVER: No waiver or modification of this agreement will be valid or binding unless in writing and signed by both the Theatres and the Lessee.

5. The theatre values the contributions and participation of all citizens. To facilitate this involvement, the theatre is committed to providing goods and services that are accessible to all in a timely manner that respects their dignity and independence while providing for integration and equality of opportunity for all people, regardless of ability. Our policy can be found on our website.

6. Any attached schedules are part of this agreement.

Presenter: _____ Phone: _____

Email: _____

Email Transfer: _____ **initial here for e-transfer:** _____

Or/Cheque payable to: _____

Mailing address: _____

Name of event: _____

Date of event: _____

Ticket price (Inc. HST): _____

- The Corporation applies \$1.50 fee at point of purchase to the purchaser, which are not reimbursable to the Lessee. Additionally, the Corporation will apply a surcharge of \$1.50 for each additional complimentary ticket, beyond the 10 included, to the Lessee. The total sum of this fee will be deducted from rental ticket sales upon reconciliation post event.

If you would like the fee included in the advertised ticket price, please initial here: _____

- Performance time(s) _____ *(An additional rental fee of \$125.00 per performance will apply for multiple events on the same day)*
- Unless advised otherwise, three percent (3%) of all net ticket sales will be added to any tenant rental fee for musical performances, the total of which will be remitted by the venue. **If paying SOCAN directly, you must provide your SOCAN number here** _____
- In consideration of the above, the Lessee agrees to pay the Corporation the sum of **\$ 1000.00, or 10% of the gross ticket sales, whichever is greater.**
- The Corporation will provide person(s) to distribute hard copy posters, supplied by the Lessee for a fee of \$50.00 per event. Initial here for poster service. _____.
- To pay an additional \$250.00 for a sound technician if required. Initial here for sound service. _____.
- Arrival time for set up, _____, and exit time, _____, not to exceed a span of time greater than 10hrs. The Lessee agrees to adhere to the time restrictions noted on the technical information sheet and agrees to a penalty payment of \$25.00 for every fifteen-minute period beyond the indicated exit time.
- A non-refundable deposit of **\$250.00** is required at the time of signing the contract. In the case of cancelation, the fee will not be returned. Payable by cheque to Lighthouse Festival Theatre, or e-transfer to lisa@lighthouse theatre.com please include date and event name in email.
- Additional rehearsal day (not same day of Event) Monday-Thursday \$275.00, Friday-Saturday \$975.00

For Lighthouse Festival Theatre

For Lessee

Date: _____

Date: _____

SCHEDULE 1, FACILITY RENTAL CONTRACT - LIGHTHOUSE FESTIVAL THEATRE

PLEASE SEE MORE RENTALS FAQ <http://lighthouse theatre.com/rental-information/rental-faq/>

PRODUCTION MANAGER/EVENTS COORDINATOR–
Sara Pasmore pm@lighthouse theatre.com

In addition to the contract, please note that the following information is integral to the agreement and must be adhered to. No exceptions.

PLEASE NOTE:

1. Events Coordinator will be provided a schedule for your event
2. All set ups and sound checks must be completed 45 minutes prior to your event start.
3. All intermissions will be 20 minutes, unless authorized in advance by Administrative Director.
4. There will be no bar sales after intermission.
5. Place all garbage and recyclable material in containers provided.
6. When leaving, turn off all lights and secure all doors. Lighthouse Theatre is not responsible for valuables.
7. Sound levels will be monitored and will not exceed 92dBa (decibels) Excessive sound levels may result in a penalty to the Lessee of \$500.00.
8. Absolutely no smoking permitted in any area of the building, or within 9 m of any entrance to the theatre.
9. No alcohol is permitted in any area of the theatre, other than the licensed lobby on the 2nd floor and auditorium. Alcohol is not permitted on stage, dressing rooms, control booths or any other back stage area.
10. No access is permitted to any locked areas.
11. Please note emergency procedures, located on notice board in dressing room and bar area.
12. If alarm system sounds, please evacuate immediately.
13. No access to lighting and sound booth without prior approval of LFT management.
14. For soft seat events in the auditorium all seats are reserved. No general admission seating is accepted.
15. Theatre volunteers may operate a 50/50 draw.

SCHEDULE 2, FACILITY RENTAL CONTRACT - LIGHTHOUSE FESTIVAL THEATRE

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PRODUCTION MANAGER/EVENTS COORDINATOR –
Sara Pasmore pm@lighthouse theatre.com

Please note that the following information is integral to the agreement and must be adhered to, without exception.

Group Sales Ticket Process

1. LFT must approve all marketing for groups prior to distribution.
2. LFT will process all group sales. LFT box office will call all groups for final numbers 7 days prior to the event. No adjustments after that date.
3. Invoices provided to groups will include notice that a late payment fee of \$100.00 will apply.
4. No deposit is required.
5. No refunds given.
6. Payment in full must be provided day of show.
7. No sales payment will be provided to tenant until ALL tickets have been paid in full.

SCHEDULE 3, FACILITY RENTAL CONTRACT - LIGHTHOUSE FESTIVAL THEATRE

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PRODUCTION MANAGER/EVENTS COORDINATOR -
Sara Pasmore pm@lighthouse theatre.com

Please note that the following information is integral to the agreement and must be adhered to, without exception.

Insurability

The Lessee must provide proof of insurability, a minimum of 30 days prior to event.

Below is coverage that we recommend:

Any tenants of the Lighthouse Festival Theatre should provide the Lighthouse with Certificate of Insurance with the following information:

The Lighthouse Festival Theatre Corporation must be shown as the Certificate Holder and an Additional Insured

- Minimum \$2,000,000 per occurrence Commercial General Liability limit
- Cross Liability included
- 30 Days Written Notice of Cancellation to the Certificate Holder (Lighthouse Theatre)
- Broad Form Tenants Legal Liability limit of \$500,000 (minimum).
- Medical Payments \$2,500 limit (minimum)
- Non-Owned Automobile Liability limit \$2,000,000 (minimum)

If they are bringing in their own equipment, props, costumes etc. they must confirm that they will provide their own coverage (Lighthouse Theater is not responsible for these items).

Dates of occupancy should also be noted on the Certificate (this would include rehearsals and set up).