

## Kailash Mital Theatre Rental Agreement

**Please sign and return with deposit of \_\_\_\_\_ by  
or your tentative booking will be cancelled.**

This agreement is between Carleton University, hereinafter known as the University and:

NAME:

ADDRESS:

GROUP NAME:

hereinafter known as the Applicant, whereby the University agrees to make available the Kailash Mital Theatre for the date(s) and times indicated for the use of the Applicant.

DATE(S):

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TIME(S):

Event :

EXPECTED ATTENDANCE:

In consideration for the use of the Kailash Mital Theatre, the Applicant agrees to abide by the Terms and Conditions following:

### GENERAL

- (A) The Applicant must be eligible to rent the University's facilities in accordance with the University's policy on Facilities Rental.
- (B) The Applicant understands that the facility being rented is provided with a standard of furnishings to be established by the University and that the provision of additional furnishings or the rearrangement of existing furnishing may be undertaken at additional expense to the Applicant.
- (C) The Applicant agrees to abide by room capacity limits of 444 people.
- (D) In functions which involve the service of prepared food, drink or alcohol, the Applicant agrees to use the University Catering Services. Further, the Applicant agrees to abide by all of the LLBO rules and regulations involved in the service of alcohol.
- (E) The Applicant undertakes to observe all rules and directions which are imposed by the University generally or specifically in respect of the space which is being used.

THE APPLICANT AGREES:

- (1) To indemnify and save harmless the University or its agents from all claims as a result of bodily injury or death to any person or persons or for damage to property of others arising out of the Applicant's use of our facility as aforesaid, however caused.
- (2) The Applicant agrees to comply with all applicable municipal, provincial and federal government laws and regulations, and assumes all liability for and undertakes promptly to

pay all taxes, if any, which are assessed against either the University or the Applicant in respect of the space occupied or the use to which the space is used.

(3) To indemnify and save harmless the University or its agents for any debt or other monetary obligation incurred by the Applicant before, after or during use of the facility aforesaid.

(4) To reimburse the University for any loss or damage to property arising out of their occupancy, however caused.

(5) To provide at its own expense the necessary safeguards to protect the Applicant's property where left overnight in the facility.

(6) To abide by the Occupational Health and Safety Act 1978 and Regulation for Industrial Establishments, Province of Ontario.

(7) To acknowledge that the University cannot guarantee an uninterrupted supply of electricity, water, heat, air conditioning or other utility and that the Applicant will save harmless the University from any claim of damage arising from a loss of a utility.

The University will be diligent in restoring any interrupted utility where it is in their power to do so.

(8-1) To purchase the Facility User Liability coverage available as part of your rental agreement or to provide proof of General Liability Insurance in a combined amount of not less than Two (\$2,000,000) MILLION DOLLARS for bodily Injury or death and property damage in respect to activities related to this contract.

(8-2) To purchase Tennant Legal Liability Insurance in a combined amount of Two (\$2,000,000) Million Dollars for property damage to the University's property and contents.

(8-3) That the Renters liability insurance shall be on an occurrence basis and must include Carleton University as an Additional insured.

(8-4) To provide the University with proof of the insurance requested in clause #8-1 and 8-2 of this contract, in the form of a Certificate of Insurance from the Insurance Company providing the coverage. Proof of Insurance must be submitted at least 14 days prior to the date(s).

(8-5) That the University will not be responsible for any damage to property or injury to the Renter, employee of the Renter's organization, or volunteer of the Renter's organization and any and all persons attending the activities covered by this agreement.

#### **ADDITIONAL TERMS AND CONDITIONS:**

(A) University policy states that a Theatre Operations technician be present at all times the Theatre is being used. An additional technician is required if both Audio and Lighting is required or if other technical work is necessary. There is an extra charge for this. Theatre Operations retains the right to determine if extra technicians are required.

(B) Rental time includes all set-up and strike time. Rental time must start at least 2 hours before curtain time. Please consult with Nina Karhu, 520-3821, as to necessary set-up time.

(C) Rental time is charged from the point that show personnel enter the theatre until the time show personnel leave the theatre. The Applicant is responsible for policing this.

(D) Minimum charges are applicable for both rehearsals and performances.

(E) Food Services at intermission can be arranged by contacting Catering Services at 520-2600 xtn 8310. No other food services, commercial or otherwise, are allowed under this contract. Any person violating these terms will be asked to remove their product from the campus. Any exemptions to this must be arranged with Donna Pereira at 613-520-2600 x 8674 (Donna.Pereira@carleton.ca).

(F) Food and drink are not allowed in the Kailash Mital Theatre. The Applicant must police this

or an additional clean-up charge of \$100.00 per occasion will be levied.

(G) The Head Usher must be University Staff (\$18.00/Hr). In addition, the Applicant agrees to provide two (2) ushers (1 per door) or to hire additional staff. These ushers are required to enforce seating regulations and prevent food from being brought into the house. If the applicant is unable to provide ushers, Theatre Operations will provide ushers at a cost of \$17.00/hour with a minimum charge of 4 hours. The University reserves the right to require the use of University staff as ushers.

(H) Rental charge includes use of all available lighting and audio equipment, dressing rooms, Green Room and workshop.

(I) An additional surcharge of \$35.00 per hour will be charged for use of the Kailash Mital Theatre after midnight.

(J) If a followspot is used an operator is required and the Applicant is responsible for making prior arrangements with Theatre Operations. An additional \$35.00 per hour will apply. Please indicate choice on enclosed Information Sheet.

(K) Unless express permission is requested and obtained prior to the event:

- 1) Open flames are prohibited.
- 2) Firearms and/or replicas are prohibited.
- 3) Pyrotechnic devices are prohibited.

(L) Music Copyright fees will be applied at the current tariff rate as governed by SOCAN.

(M) Music or Video Recording. Any music recording done for the purposes of reproducing the recording on any media must have, in advance, a license from the CMRRA

(Canadian Musical Reproduction Rights Association). This, by law, includes any video recordings of events that use music, either live or played back from recorded media. No such recording will be allowed without the presentation of the license 1 week prior to the event.

The University reserves the right to terminate this agreement without prior notice and without refund of booking deposit if in its opinion the Applicant has in the application provided false or misleading information, or the Applicant has defaulted in providing anything required by the application, or the Applicant is in breach of any term or condition of this agreement.

This agreement may be canceled by the Applicant upon giving written notice to the University at least 90 days prior to the function, and in such case the University will refund all deposits less a processing fee of \$35.00 and less any expenses incurred on behalf of the Applicant. In no other case shall the Applicant be entitled to the return of the deposit.

#### **THEATRE RATES:**

non technical rehearsal :	per hour
technical rehearsal :	per hour
performance :	per hour
usher :	per hour

There is a minimum 4 hour charge.

Performance Insurance: \$85.00 per day

Rehearsal Insurance: \$60.00 per day

One signed copy of this agreement must be returned with a deposit of  
by

Please make cheque payable to Carleton University and address it to Carleton University, Theatre Operations, D283 Loeb, Attention: Nina Karhu, 1125 Colonel By Drive, Ottawa, Ontario, K1S 5B6.

HST is applicable to Theatre Rental costs.

Cheques postdated after the contract due date will not be accepted. There will be a charge of \$25.00 for all N.S.F. cheques.

**PLEASE BE ADVISED THAT IF DEPOSIT IS NOT RECEIVED ON OR BEFORE**

**CONTRACT DUE DATE YOUR TENTATIVE BOOKING WILL AUTOMATICALLY BE CANCELLED.**

PLEASE NOTE: Technical specifications must be received at least one week prior to the performance date. If specifications are not received, the University will not guarantee that appropriate equipment or resources will be available.

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Date

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Signature of the Applicant

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Name (Print)