

## Acadia Cinema's Al Whittle Theatre Rental Agreement

1. A Theatre representative (House Manager, Building Manager, or House Technician) must be present whenever the Renter occupies the Theatre. The cost of this representative for the first four hours is included in the rental rates and any extra hours will be added to the Renter's final invoice.
2. ACC's House Technician must approve any equipment the renter installs in the Theatre. The only equipment available to renters of the Al Whittle Theatre is found in "Acadia Cinema's Al Whittle Theatre Equipment List for Renters" which is part of this contract.
3. The Renter must inform ACC of any requirements at least one week prior to the Event.
4. Nothing is to be nailed, screwed, taped or glued to the stage floor or other floors, or the Theatre's walls or ceilings without the written permission of ACC.
5. The Renter must advise ACC at the time the contract is signed if they intend to use any firearms, pyrotechnics, fog machines or strobe lights and notice of such use must be posted in the lobby prior to performances and appear in the program. All relevant laws regarding the use of firearms and pyrotechnics must be observed.
6. The function or visibility of Exits, Exit Signs or Fire Extinguishers must not be impaired by scenery or equipment.
7. Smoking is not permitted anywhere inside the Building or within 4 metres of an entrance as dictated by provincial statutes and municipal bylaws.
8. The Renter must obtain necessary permits for the serving of alcohol and give copies of such documents to ACC at least two days prior to the event.
9. When the Theatre is occupied by the public (ticket buyers) or guests of the Renter, the Theatre will be under the control of a representative supplied by ACC.
10. Ushers may be community volunteers, but they must be trained or oriented by the House Manager prior to their first engagement.
11. All fees, wages, royalties, dues and any other charges associated with the Production are to be paid by the Renter.
12. The Renter's publicity must not state or imply that it is presenting a production by ACC. The Renter agrees to identify the venue in all advertising and promotion as "Acadia Cinema's Al Whittle Theatre". Logos are available for use, if desired, on posters and print materials from the Downloads section of the alwhittletheatre.ca web site. **Under no circumstances should the publicity use the ACC phone number.**
13. Ticket printing and sales are the sole responsibility of the Renter.
14. If the event involves music, the Renter must remit to SOCAN for the event. Otherwise, ACC will pay applicable SOCAN fees on the Renter's behalf and add the charge to the Renter's invoice if requested. The SOCAN fee is \$35 or 3% of the gross, whichever is larger.
15. Regular building cleaning, heat, lights, and the use of ACC equipment (see Theatre Tech Equipment List which is part of this contract) are included in the rental. If extraordinary cleaning is required, it will be added to the Renter's invoice. Please verify the suitability of ACC equipment to meet the technical requirements of the Event.
16. Subject to availability, the use of the marquee for promotional purposes is included in the rental prior to and during the rental period.
17. ACC accepts no responsibility for any loss, injury or damage suffered by the Renter or any patron, agent, volunteer or employee of the Renter. The Renter expressly waives any liability on the part of ACC for any loss, injury or damage suffered by the Renter or any patron, agent, volunteer or employee of the Renter. In the event of claim or potential claim by any patron, agent, volunteer or employee of the Renter, the Renter agrees to indemnify and save and hold harmless ACC from any damages or award of damages, unless those damages or award of damages are the direct result of tortuous behaviour solely on the part of ACC.
18. Damages occurring during the rental period are the responsibility of the Renter.
19. ACC reserves the right to request and occupy four complimentary seats at any Renter's performance in the Theatre.

Sign here \_\_\_\_\_  
to acknowledge having read and agreed to the Rental Agreement.

Please print your name here: \_\_\_\_\_

Please fill out the form on the second page of this document.

Presenter: \_\_\_\_\_  
Type of Event: \_\_\_\_\_  
Date of first performance/use: \_\_\_\_\_  
Dates and times of all performances: \_\_\_\_\_  
Venue: Al Whittle Theatre \_\_ or Community Room \_\_  
Contact person: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
\_\_\_\_\_

Who will be handling your ticket sales? \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Who will be doing your publicity? \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Please provide us with two (2) copies of your poster as soon as it is available.

Will there be any music connected with your event? Y \_\_ or No \_\_

If yes, please answer the following questions:

Do you have all of the equipment required to present the music? Y \_\_ or No \_\_

Will you be paying the required SOCAN fees directly to SOCAN yourself? Y \_\_ or No \_\_

Please note: We will need a complete list of the music that you play or perform during your event along with your ticket sales (net of any HST) for our records.

The following information will be used for your *Calendar* listing

Name of Event: \_\_\_\_\_  
Date(s) and Time(s): \_\_\_\_\_  
Admission Charge: \_\_\_\_\_  
Ticket location (s): \_\_\_\_\_ Date available: \_\_\_\_\_  
Contact Phone for patrons: \_\_\_\_\_  
Your web site for patrons: \_\_\_\_\_

What would you like on the marquee for your event (32 characters max. including date and time):

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Please return this agreement along with a cheque for \$100 to confirm this event to:

Manager; Acadia Cinema's Al Whittle Theatre  
450 Main St., Wolfville NS B4P 1E2

You will receive a signed copy of this agreement by return mail.