

**The Seneca Queen Theatre
Operated by 4624 Queen Street Ltd.**

**Office Address
4673 Ontario Ave Suite 201
Niagara Falls L2E 3R1**

RENTAL AGREEMENT

I. DEFINITIONS

- a) "The Renter" refers to the person/organization who is renting the space.
- b) "Seneca Queen Theatre" means the Seneca Queen Theatre (main floor) at 4624 Queen Street Ltd. Niagara Falls.
- c) "The Event" is as defined in the Rental Agreement.

II. PREAMBLE

The Seneca Queen Theatre is a community show space and is intended for the use and enjoyment of all. It is owned and operated by 4624 Queen Street Ltd.

III. DISCLAIMER

The Seneca Queen Theatre is provided simply as a venue and The Renter is entirely responsible for The Event, its planning, co-ordination and execution.

The Renter will inform himself/herself, and comply with, all applicable municipal, provincial and federal laws and regulations related to operating The Event.

4624 Queen Street Ltd. will not be responsible for any damage to property or injury to the Renter, employee of the Renter, volunteer of the Renter and/or any and all persons attending The Event covered in this agreement.

4624 Queen Street Ltd. is not responsible for any/all claims as a result of bodily injury or death to any person or persons; or for damage or loss to property of others, arising out of Renter use of The Seneca Queen Theatre.

The Renter agrees to reimburse the 4624 Queen Street Ltd. for any loss of damage to The Seneca Queen Theatre and/or its contents, arising out of Renter occupancy, however caused.

Any property (i.e. equipment, merchandise, money) brought into The Seneca Queen Theatre by Renter staff, volunteer or performers is done at their own risk. 4624 Queen Street Ltd. is not liable for any loss or damage to property whatsoever.

4624 Queen Street Ltd. cannot guarantee an uninterrupted supply of electricity, water, heat or other utility. 4624 Queen Street Ltd. is not responsible for any claim of damage arising from the loss of a utility. 4624 Queen Street Ltd. will be diligent in restoring any interrupted utility where it is in its power to do so.

IV. AGREEMENT

The Renter shall complete the Rental Agreement (Appendix 'B' - page 6 of this document), in full, and submit it to 4624 Queen Street Ltd. along with the required payments.

V. RATES

The Seneca Queen Theatre is available for rental at the following rates:

Non-Profit: \$700/day (up to \$3000/week)

Professional or for profit rental: \$975/day (up to \$4000/week)

Personnel:

House Manager: \$22/hour

Technical Director: \$22/hour (if required)

There is a minimum 4 hour charge for all personnel.

50% of the rental fee is due and payable immediately upon signing the Rental Agreement, in order for the booking to be secured. The remaining 50% is due and payable no later than the date of The Event.

Rental time is charged from the point that Renter personnel enter the Theatre until the time the Renter personnel leave the Theatre. The Renter is responsible for policing this.

All events that sell tickets to the general public must use the ticketing software provided by 4624 Queen Street Ltd. This is to safeguard the public, all payments to promoters will be made on the next business day following the event, minus any rental charges outstanding.

All tickets sold to the public are based upon reserved seating. This allows for a more civilized entry to the theatre, and helps to prevent fraud via ticket duplication. All tickets sold are subject to a \$2.25 surcharge that is added at time of purchase to the ticket price charged to the consumer. In addition to this, a Box Office function is provided by 4624 Queen Street Ltd. as a service to our Renters.

The Box Office is open onsite at Seneca Queen Theatre located at 4624 Queen Street Ltd. Niagara Falls and is open 3 hours before show time for evening performances. Box Office service is available at Druxys located just 3 blocks up the street Monday to Saturday during open hours. Staff at this location can answer basic questions regarding show details and sell tickets. The fee for Box Office services is 6% of all ticket sales.

All promoters need to be aware of the SOCAN rules and to abide accordingly.

Any Renter who has a balance owing to the 4624 Queen Street Ltd. on a prior rental will not be permitted to rent the Seneca Queen Theatre Theatre until the past-due account is paid in full. Cheques postdated after the Agreement due date will not be accepted. There will be a charge of \$45.00 for all N.S.F. cheques.

VI. DAMAGE DEPOSIT

The Renter agrees to provide the 4624 Queen Street Ltd. with a Damage Deposit of \$200 (two hundred dollars) two weeks prior to the booking.

The \$200 damage deposit will be refunded in full when:

- The Renter has cleaned The Seneca Queen Theatre to the state it was before The Event began.
- The 4624 Queen Street Ltd. has completed a post-event inspection, and has determined that there was no damage resulting from The Event.

VII. ACCESS

4624 Queen Street Ltd. staff and/or designated 4624 Queen Street Ltd. volunteers are permitted to enter The Event at no charge in order to supervise and/or work the Food/Beverage service.

VIII. OCCUPANCY LOAD

The occupancy load of The Seneca Queen Theatre must comply with the City of Niagara Falls Fire Regulations. The maximum occupancy load for The Seneca Queen Theatre, for events, is 300 persons.

IX. OPEN FLAME

Neither smoking nor open flames are permitted in the Seneca Queen Theatre, due to the building's heritage status.

X. FOOD & BEVERAGE & MERCHANDISE

4624 Queen Street Ltd. shall have the exclusive right to provide bar and concession service during The Event, at its discretion and shall provide the staffing for this service. 4624 Queen Street Ltd. will retain 100% of revenues from this service. We are proud to offer culinary choices from our partners; Druxys and the Keefer Mansion, along with other Queen St. District partners as needed.

In functions where merchandise is sold an area can be provided at no extra cost, if required. The Renter agrees to provide staff to sell said merchandise and will keep all revenues.

XI. STAFF AND SECURITY

The House Manager must be 4624 Queen Street Ltd. Staff (\$22.00/hour). In addition, the Renter agrees to provide two (2) ushers (1 per door) or to hire additional staff. These ushers are required to enforce seating regulations, prevent food from being brought into the house, and provide all safety cautions in the event of an emergency. If the Renter is unable to provide ushers, 4624 Queen Street Ltd. will provide ushers at a cost of \$14.00/hour with a minimum charge of 4 hours. 4624 Queen Street Ltd. reserves the right to require the use of Theatre staff as ushers.

Rental charge includes use of all available lighting and audio equipment, dressing rooms, Green Room and Lobby.

An additional surcharge of \$35.00 per hour will be charged for use of the Seneca Queen

Theatre after midnight.

Daily rental includes light cleaning to be provided (i.e. bathrooms, sweep, mop, garbage, etc.) after each performance. In the event that additional cleaning is required at the end of the rental, an additional clean-up charge of \$25.00 per hour will be levied, plus applicable cleaning/replacement costs.

XII. ELECTRICAL

The Renter shall be responsible to ensure there is adequate power supply to any equipment, lighting or appliances which will be operating during The Event. The Renter shall make arrangements to tour The Seneca Queen Theatre well in advance of The Event in order to plan electrical supply. 4624 Queen Street Ltd. is not responsible for any damage to The Renter nor the performer's property, resulting from use of The Seneca Queen Theatre's electrical supply.

XIII. LIGHTING & SOUND

The Renter agrees to bring lighting and sound, as required. The Renter may use the equipment already in the Theatre to supplement what they are bringing. The power will be sourced from within the Theatre, but the Renter may not do anything that will permanently change the approved configuration as it exists. The Renter agrees to restore anything that is altered back to its original condition/house plot before leaving the building on the final day of the rental.

If the Renter needs to hire an outside sound and lighting supplier, the Seneca Queen theatre is an exclusive Media Supply Outlet Ltd. site. Rick Rose is the owner of Media Supply Outlet Ltd. and offers Renters very competitive terms.

Equipment which is the property of The Seneca Queen Theatre, and shall be available to The Renter, is listed in Appendix 'A'.

XIV. PUBLICITY

The Renter is responsible for all advertising, promotion and ticket sales for The Event. 4624 Queen Street Ltd. may list The Renter event on The Seneca Queen Theatre's website and in the venue's display case. The Renter shall provide suitable materials to 4624 Queen Street Ltd. no less than one month prior to The Event.

XV. INSURANCE

The Renter is required to purchase all Event Insurances, as ours will NOT cover you. The insurances required with this Agreement are:

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 Agreement.

Tenant Legal Liability Insurance in a combined amount of TWO (\$2,000,000) MILLION DOLLARS for property damage to 4624 Queen Street Ltd.'s property and contents. The Renters liability insurance shall be on an occurrence basis, with no Aggregate limit . All policies must

include 4624 Queen Street Ltd. as an Additional Named insured.

The Renter shall provide 4624 Queen Street Ltd. with proof of the insurance requested 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).

XVI. INSPECTION AND CLEAN-UP

The Renter shall be responsible for post-event clean-up.

- Removal of all materials, decorations and equipment belonging to the Renter.
- Cleanup of garbage and placement of filled garbage bags at the rear entrance.
- The tasks must be completed prior to 8:00 am the following day.

4624 Queen Street Ltd. will conduct an inspection of The Seneca Queen Theatre no later than twenty-four hours after The Event. The Renter security deposit shall be forfeited should The Seneca Queen Theatre have suffered damage, had not been cleaned up sufficiently or had not been cleaned up prior to the deadline. Should the cost of cleaning and/or repairs exceed the security deposit, The Renter agrees to pay the balance of the cost.

XIII. CANCELLATION

This agreement may be canceled by the Renter upon giving written notice to 4624 Queen Street Ltd. at least 60 days prior to the function, and in such case 4624 Queen Street Ltd. will refund all deposits less a processing fee of \$25.00 and less any expenses incurred on behalf of the Renter including processing refunds to ticket purchasers. In no other case shall the Renter be entitled to the return of the deposit.

4624 Queen Street Ltd. will make every effort to ensure The Seneca Queen Theatre is available to The Renter for The Event. However, in the case of circumstances beyond the control of The Seneca Queen Theatre, or due to issues that make The Seneca Queen Theatre unsafe for public gathering, 4624 Queen Street Ltd. reserves the right to cancel The Event at any time, including while The Event is in progress. In such a case, the rental fee will be returned, in full, to The Renter.

XIV. ADDITIONAL CONDITIONS AND CONSIDERATIONS

Additional conditions and considerations, as applicable, shall be outlined in Appendix "B", page 6 of this document.

**APPENDIX 'B'
RENTAL AGREEMENT**

"The Event": (description) _____

II. Time and Date(s) _____

III. TYPE OF EVENT:

Number of guests: _____

IV. FEES OWING

All cheques to be made payable to **4624 Queen Street Ltd.**
HST number for 4624 Queen Street Ltd. 83227 5275 RT0001

✓	Base Rental Event	\$
✓	Damage Deposit	\$ 200.00
	House Manager @ \$22	\$
	Light and Sound Technician @ \$22	\$
		\$
		\$
		\$
		\$
		\$
		\$
	TOTAL	\$

V. RENTER CONTACT INFORMATION

Name: _____

Company Name: _____

Address: _____

City: _____

Postal Code: _____

Email: _____

Telephone Numbers: _____

V. STATEMENT OF AGREEMENT

I, _____, certify that I have read the terms of agreement and agree to abide
(please print) by the terms and conditions as outlined in this Rental Agreement.

Renter

4624 Queen Street Ltd. Representative

Date: _____
