

1. MAXIMUM CAPACITY

Seating in full proscenium orientation allows for 196 people.

Note that capacity is dependent on tech requirements, first balcony access points, and house seating orientation. Such needs are to be discussed with the Technical Director (TD) at the scheduled production meeting.

2. CONTRACT and PAYMENTS

Within 10 days of receiving the contract, the LESSEE shall initial each page, sign the final page and remit it to the LESSOR along with an initial deposit of 50% of the total rental cost.

The LESSEE's rental is not confirmed until these are received.

Failure to return a signed copy of this contract along with the initial deposit by the above - specified date will result in the cancellation of the LESSEE's reservation, without further notice.

The remainder of the total rental balance must be paid a minimum of 30 days prior to the first day of the LESSEE's rental period.

Unless the LESSEE makes prior arrangements with the LESSOR, failure to remit this payment by the date specified will result in the immediate cancellation of the LESSEE's rental period and the LESSEE will be subject to paying the remainder of the balance.

The initial deposit and the remaining rental balance can be paid by cheque, labelled to the order of **La Cité francophone** or e-transfer by contacting accounting@lacitefranco.ca. Cheques can be delivered in person or sent by mail.

2. RENTAL RATES

Rental Rates Include:

- One (1) technician for the number of hours stipulated on page 1 of the contract
- Shared use of the lobby - Rotunda
- Use of the stage and seating areas

- Use of available lighting and available sound equipment
- Standard house hang
- Use of the Box Office
- Two dressing room with bathroom and shower
- Plenty of free packing and full accessibility

Daily rate:

Minimum 4 hours @ 160\$ / hour

8 hours: 1,200\$

10 hours: 1,500

4 days @ 40 hours = 4,320\$

4 days @ 50 hours = 5,400\$

5 days @ 40 hours = 4,800\$

5 days @ 50 hours = 6,000\$

6 days @ 40 hours = 5,040\$

6 days @ 50 hours = 6,300\$

6 days @ 60 hours = 6,720\$

Additional Fees May be Added For:

- Additional technician(s); technicians are to be approved by the Technical Director, if deemed necessary
- One (1) Front of House Manager on performance nights (if deemed necessary; see clause #3. Front of House)
- Overtime hours or meal penalties(see clause #6. Overtime)
- Use of additional inventory discussed during production meeting (piano, projector, and other equipment, subject to availability)
- Cleaning and restoration fees (see clause #3, FOH, and clause #12, Damage and Cleanliness)
- Use of wood shop (for storage or otherwise, this is an additional contract)
- Use of tools and equipment (at Technical Director's discretion)
- Any additional services required.

If these additional services are deemed to be applicable upon meeting with the Technical Director, an additional invoice for these costs will be issued to the LESSEE and payment will be due immediately upon receipt of the invoice.

3. FRONT OF HOUSE (See FOH checklist)

The LESSEE must have a Front of House person in the lobby for the duration of each performance.

This individual is present to ensure the safety of all patrons and to relay any problems / issues occurring in the lobby during the performance to the theatre technician.

FOH is responsible for maintaining the cleanliness of the lobby and seating areas within the theatre during and after each performance. Failure to do so will result in an additional cleaning fee.

The name and contact number of this individual must be provided to the LESSOR's Technical Director during the production meeting at least 3 weeks prior to the first day of the LESSEE'S rental period. Failure to provide this individual will result in the LESSOR hiring a Front of House Manager from CAFÉ bicyclette's staff and the LESSEE will be charge at a rate of \$25.00/hr.

4. SCHEDULING & PRODUCTION MEETING

All scheduling of time in the theatre space shall be approved by the Technical Director.

The LESSEE must contact the Technical Director to inform them of their schedule at the following email address: technique@lacitefranco.ca **a minimum of 30 days prior to the first day of his rental period.**

Rental time shall include the load-in, set-up, performance and load-out (including removal of all items) and restoration of the space to its original configuration.

The production / performance schedule should cover the following aspects: a description of the performance(s) and / or event(s), load-in, set-up, rehearsals, total run-time of the production(s) / event(s) taking place, strike and load-out, and house restoration.

Failure to remit this schedule could result in changes to the LESSEE'S schedule, as established by the Technical Director, and the LESSEE will be bound to these scheduling changes.

After receipt of the schedule, the Technical Director will contact the LESSEE to schedule a 60-minute production meeting which should occur **a minimum of 3 weeks prior to** the LESSEE's first rental date.

Any additional meetings can be scheduled with the Technical Director as needed.

5. BREAKS

When creating a production schedule, please follow these industry guidelines based on industry standards, technicians are to break as shown below:

5 hours or less:

15 minutes coffee break after 2 hours

Beyond 5 hours not exceeding 8 hours:

15 minutes coffee break(s) after 2 hours

One 30 minutes meal break after 4 hours

Beyond 8 hours not exceeding 10 hours:

15 minutes coffee breaks after 2 hours

1 one-hour break after 4 hours

Beyond 10 hours:

15 minutes coffee breaks after 2 hours

One 30 minutes meal break after 4 hours

One 1-hour meal break after 7 hours

*These times can be adjusted as agreed upon by the technicians/TD.

The theatre is to be vacated and locked during meal breaks, unless previously discussed with the Technical Director. *

Breaks 30 minutes or less count towards the time that a LESSEE has in the space. Breaks longer than 30 minutes do not count towards the time that a LESSEE has in the space.

6. OVERTIME

Duration of occupancy of the rental space is limited to 12 hours per day. If more time is required, for any reason whatsoever, it **MUST** be approved by the Technical Director at least 2 weeks prior to entering the space during the production meeting.

Overtime, over and above 12 hours per day, will be charged at \$250.00/hour or portion thereof.

Overtime exceeding the allotted hours as stated on page 1 of the contract, but less than 12 hours per day, shall be invoiced at \$160/hour.

Meal Penalties will be charged an additional 30-60 minutes per missed break of tech time. Cost will vary between \$30.00 (normal tech rate) and \$45.00 (time and a half) depending on whether this additional time will exceed the allotted /scheduled time.

7. ACCESS TO THE SPACE

Unless given special permission by the Technical Director, the use of the theatre space requires the presence of a technician provided by the LESSOR, unless previously discussed with the TD. Keys to the space will not be provided to the LESSEE.

8. USE OF THE SPACE

Only authorized technical crew assigned to the rental event are allowed onto the grid.

- No one is permitted on the overhead catwalks except the theatre technicians and their delegates.
- Nobody is permitted under the seats.
Props, set elements and equipment shall not be affixed to any part of the stage, walls, ceilings, or curtains.
- No nails or screws may be used to fasten sets to the stage floor.
- *No use of glitter.*
- Set pieces must not block fire exits.
- The use of pyrotechnic devices or open flames, as well as gas or propane-fueled apparatuses on the stage or anywhere within *La Cité francophone* is strictly prohibited.
- Firearms and weapons are to be reported to the House Technician and stored in a locked room between performances and rehearsals.

9. FOOD & BEVERAGE, INCLUDING LIQUOR

Food and beverages (alcoholic and non-alcoholic, except bottled water) are not permitted in the theatre space, unless specific requests are made through and approved by *La Cité francophone* (please contact marketingsales@lacitefranco.ca).

La Cité francophone possesses liquor licenses for the lobby ("The Rotunda"). CAFÉ bicyclette has the exclusive right to sell alcohol and food related products in all public and rental areas at *La Cité francophone*. Their staff also have their updated 'pro serve' certificate.

If the LESSEE would like to have a bar service during his event, liquor service must be provided by *CAFÉ bicyclette*. The LESSEE should make prior arrangements with marketingsales@lacitefranco.ca at least two weeks prior to the first day of rental.

Outside alcoholic beverages are **STRICTLY PROHIBITED**. There is to be no drinking by crew, cast, or other parties associated with the LESSEE within the rental areas. This includes on-stage, back-stage, dressing rooms, and shop areas.

If any associated person to the LESSEE is found to be intoxicated or drinking during the rental times, *La Cité francophone* and staff reserve the right to remove these persons and terminate the contract without further notice.

If the LESSEE would like to serve food in the lobby / theatre spaces, catering services must be provided by *CAFÉ bicyclette*. If the LESSEE wishes to serve liquor and / or food in the lobby and / or inside the theatre, please contact marketingsales@lacitefranco.ca at least two weeks prior to the first day of rental.

10. RULES, REGULATIONS AND RESPONSIBILITY

The LESSEE has the obligation to ask for and obtain all authorizations relevant to their event.

The LESSEE agrees to adhere to all rules and regulations in effect; namely, rules and regulations in regard to security relevant to the Public Places Bylaw established by the City of Edmonton and the "Fire Code Regulation", as established by the Province of Alberta.

The LESSEE shall comply, at their own expense, with all the laws of Canada and the Province of Alberta and all other authorities, and with all rules and requirements of the Police, Fire or Government agencies and with all permits, licenses and other legal authorizations required and pay all applicable royalties.

It is strictly forbidden, by law, to smoke anywhere in the building. A \$500.00 fine can be issued to any individual caught smoking in the building. The LESSEE has the obligation to enforce and maintain order and ensure the event respects third parties and participants. The LESSEE must preserve the integrity of the property of the LESSOR. The LESSEE also agrees to respect the maximum capacity of guests allowed, as indicated on page 1 of this contract.

The LESSEE hereby agrees and undertakes to pay all composer, author and publisher fees, performance fees, copyright charges or any licence fee, including SOCAN as may be applicable.

The LESSOR reserves the right to allow technical, management or care taking staff to enter the theater during the LESSEE'S rental period, at times which appropriately respect rehearsals/performances.

11. INSURANCE

The LESSEE shall obtain and keep in force a valid *Commercial General Liability Insurance* policy in the amount of one million dollars (\$1,000,000) for the term of this contract (i.e. Dates of Rental). Coverage must include bodily harm, damage to property, and public liability.

La Cité francophone must be named as the insured parties for the entire duration of the rental period. The LESSEE shall provide the LESSOR with a Certificate of Insurance, in a form acceptable to the LESSOR, evidencing the above-specified coverage prior to the occupation or use of the facilities by the LESSEE.

This must be received at least 5 days prior to the rental start date.

The LESSEE will **NOT** be granted access to the theater space until the **Certificate of Insurance** has been remitted to the LESSOR. A scanned copy of the original Certificate can be sent via email to lacite@lacitefranco.ca.

The LESSEE can obtain insurance from any insurance provider, but may wish to consult the following site: <http://www.palcanada.com//en/special-events-liability> (click on “Apply Now” to obtain a quote).

12. DAMAGE TO THE PREMISES AND/OR EQUIPMENT AND CLEANLINESS OF PREMISES

If the premises and/or equipment are damaged during the rental period due to negligent use, the LESSOR has the right to estimate cost of any repairs and to charge the LESSEE for applicable costs.

The LESSEE shall pay, upon demand, the amount required to restore the premises and/or equipment to the condition they were in prior to being damaged. Common areas in the licensed premises, including but not limited to the lobby, working areas, dressing rooms and corridors, are to be left in a clean, neat and tidy condition and shall be free from all refuse at the end of each performance or usage.

All properties of the LESSEE are to be removed and cleanup of all areas covered by this agreement must be complete prior to the termination of the rental or as have been alternately arranged and agreed upon with La Cité francophone’s Technical Director.

If the rented premises are not cleaned, a cleaning fee of \$ 75.00 per hour will be charged to the LESSEE. An additional invoice for these costs will be issued to the LESSEE and payment will be due immediately upon receipt of the invoice.

13. TERMINATION AND CANCELLATION

Cancellation notices or changes to rental date(s) shall be sent to the LESSOR in written form.

If the LESSEE wishes to cancel their rental:

- **by giving a minimum of 90 days notice** prior to the first day of their rental period, then the LESSEE shall receive a refund for the 50% deposit and will not be subject to pay the remainder of the total rental balance.

- **by giving 60 days notice or less**, the LESSEE will not be refunded for the 50% balance, but shall not be subject to pay the remainder of the total rental balance.
- **by giving 30 days notice or less**, the LESSEE will not receive a refund for the 50% balance and will be liable for the remaining balance of the rental agreement and any expenses incurred by or committed to the Lessor.

If the LESSEE should fail to pay any sum due to the LESSOR as described in clause #1. "CONTRACT and PAYMENTS" or fail to perform or observe any part of this agreement, the LESSOR shall be entitled to terminate this agreement without notice. Such termination shall be deemed a cancellation by the LESSEE and the LESSEE waives any claim for damages or compensation.

Lack of funds shall in no event be deemed to be a cause beyond the LESSEE's control and the LESSEE shall pay all costs incurred by or committed to the LESSOR.

Neither the LESSOR nor the LESSEE shall be deemed to be in default in respect of any non-performance of its obligations under this agreement if and so long as the non-performance is due to strikes, walkouts, fires, tempests, chance circumstances, military action, riots, electrical shortages, 'acts of God', or any other cause (whether similar or dissimilar to these enumerated) beyond the LESSEE's or the LESSOR's control.

The LESSEE acknowledges that the LESSOR may, at its sole discretion, cancel this contract by giving verbal or written notice of its intent to do so if the LESSOR considers that the event may cause public outrage, civil unrest, or damage caused to its property. The LESSOR will then return, as soon as possible, any and **all** deposits that the LESSEE may have provided, without any further liability to either party.

The LESSEE acknowledges that it has provided accurate information to the LESSOR with respect to the program to be presented and the use of any part of the facility. If the program or use of the facility is not consistent with the information provided, without notice to the LESSEE, the LESSOR can immediately terminate this agreement without liability to the LESSOR. In such cases, the LESSEE will be subject to incur all rental costs.

14. APPLICATION OF STANDARDS

Not abiding to clause #1. "CONTRACT and PAYMENTS", may be a cause for cancellation of the rental, with no refund, no notice, and no compensation.

The LESSEE will **NOT** be granted access to the theater space until the **Certificate of Insurance** has been remitted to the LESSOR a minimum of five (5) days prior to the LESSEE's first rental day.

ADDITIONAL INFORMATION

La Cité francophone is a public building. As such, certain operating standards are implemented to ensure the security and safety of the public as well as of the organizers.

The presence of security personnel after regular business hours. Safe and unencumbered access to exits, stairs and other areas of circulation. No obstacles (tables, chairs or set pieces) must block or limit access to exits while the theatre space is occupied.

Building operating hours are as follows:

Monday - Friday: 7:30am - 7pm
Saturday: 9am - 5pm
Sunday: Closed

*These hours will not affect show times or the LESSEE's access to rental areas. It is to be arranged with the Technical Director for access, and they will detail which entrances will be unlocked for your convenience outside of hours of operation from Monday-Friday. *

ELEMENTS TO INCLUDE IN ORDER TO SECURE YOUR RESERVATION:

- Initialed and signed contract
- Initial deposit of 50% (GST excluded)
- Payment of final balance

**NO SUBLETTING OR SUBCONTRACTING OF THE THEATRE SPACE
WITHOUT THE PRIOR CONSENT OF THE ADMINISTRATIVE DIRECTOR
AND TECHNICAL DIRECTOR.**

YOUR CONTRACT IS FOR ONE ACTIVITY ONLY !

**Checklist of Items to remit to the LESSOR
to be granted access to the theater space**

ITEMS DUE	DUE DATE
1. Initialed and signed contract and initial deposit of 50% of total rental cost: accounting@lacitefranco.ca	minimum 10 days from receipt of contract
2. Remainder of total rental balance	minimum 30 days prior to the first day of rental
3. Schedule of event sent to Technical Director	minimum 30 days prior to the first day of rental
4. Name and contact # of Front of House Manager provided to the Technical Director: technique@lacitefranco.ca	minimum 2 weeks prior to first day of rental during the required production meeting
5) Certificate of Insurance provided to the Service Director (lacite@lacitefranco.ca)	- minimum 5 days prior to first day of rental <i>*Access to the theater will not be granted until received</i>

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