

South Edmonton Arts and Theatre Society

MacLab Theatre at Lillian Osborne High School

Rental Regulations

South Edmonton Arts and Theatre Society (hereafter referred to as SEATS) is the non-profit society that promotes appreciation of the Arts and maintains and operates the MacLab Theatre at Lillian Osborne (hereafter referred to as LOHS). The following regulations apply to all rental bookings made with SEATS. These regulations form a part of any Rental Agreement in respect of the venue and by signature to the Rental Agreement the Renter acknowledges and agrees to abide by these regulations.

1. Booking:
	1. Rental of the MacLab Theatre at Lillian Osborne (hereafter referred to as “the venue”) includes use of the theatre lobby, music room, washrooms and theatre shell. If you have other requirements please contact us.
	2. Rental does not include Lillian Osborne High School (hereafter referred to as “LOHS”) staff, use of LOHS costumes or props, access to the school’s costume room, set storage or hand tools.
	3. The organization, group or individual (hereafter referred to as “the renter”) is responsible for all taxes, licenses, rates, duties, and assessments that may be levied, rated, charged, or assessed against the organizer and/or the Edmonton Public School Board (hereafter referred to as “EPSB”) or LOHS for the program or its content.
	4. Damage deposit is required to confirm booking and full payment is due 14 Days prior to booking date, payable by cheque or money order made out to “SEATS”.
	5. Rental is for the specified period only. The venue shall be left in suitable condition for subsequent use that may be booked immediately following the rental period. In the event that a Renter rents the venue for consecutive nights and wishes to leave any equipment, material or other in the premises that must be arranged in advance with SEATS.
	6. SEATS reserves the right to allow administration, programming, security or caretaking staff to enter the facility being used, at any time.
	7. Rental period specified must allow sufficient time to set up and dismantle any and all equipment, perform any required clean up and vacate the venue. A grace period of 15 minutes beyond contracted booking time is permitted, otherwise a minimum 1-hour additional rental rate will be applied, at SEATS discretion.
	8. Live music rentals must include a minimum setup time of 4 hours, or longer at SEATS discretion.
2. Theatre Technician:
	1. The Technical Director will make the decision if any additional technicians or helpers will be required based on the renter’s requests.
	2. The Technical Director will give final approval for any and all outside technical staff hired if necessary.
	3. The Theatre Technician(s) is entitled to one 15 min break every 2 hrs and 1 hr unpaid or 30-minute paid meal break every 4 hours on day-long rentals, based on EPSB collective agreement.
	4. Time over 8 hrs on a single day will be paid at 1.5x $/hr and over 12 hrs 2x $/hr. Statutory holidays are paid at 2x $/hr rate.
3. Restrictions:
	1. Anything that might damage the venue is **not allowed.** This includes but is not limited to: **paint, glitter, pyrotechnics and liquids of any kind**, unless specifically approved in writing. Renter is responsible for any damages.
	2. No assignment, reassignment, or sharing of the booking of the facility can be made without prior approval in writing by SEATS.
	3. The use of tobacco, vape materials, marijuana in any form and illegal drugs is strictly prohibited on all school sites and anywhere on the LOHS site specifically including but not limited to the venue.
	4. The use and consumption of alcoholic beverages is not allowed on the premises. The renter will be responsible for the audience. In the event that evidence of alcohol is found, the total cost of the performance plus the damage deposit will be forfeited. As well, the rental will be cancelled, and future use of the venue will be denied.
4. Advertising, Endorsement and Responsibility:
	1. Booking of the venue and advertising of the event shall not in any way imply support or sponsorship of the renter or its activities by EPSB, LOHS, or SEATS.
	2. No advertising or display material shall be affixed to any part of the interior or exterior of LOHS without prior approval.
	3. Props or equipment shall not be affixed to any part of the building structure such as but not limited to the stage, walls, ceiling, or curtains without prior permission.
	4. SEATS, EPSB and/or LOHS shall not be responsible for:
		1. the procuring and/or transportation of outside supplies and equipment
		2. advertising or publicizing of any program.
		3. selling of tickets
5. Cancellation:
	1. SEATS reserves the right to cancel all, or a portion of this rental upon giving a minimum of ten (10) full working days’ notice, except in the case of emergency. Cancellation as a result of an emergency shall be at the sole discretion of SEATS and/or LOHS/EPSB personnel and shall not require the above ten days’ notice.
	2. The renter shall give notification of cancellation 14 days prior to the rental period. If such prior notification is not given, the renter shall forfeit any monies paid. Breach of contract by the renter also shall be considered to be a notification of cancellation.
6. Other Permits and Requirements:
	1. In addition to the rules and regulations of the venue, the renter must also abide by all existing federal, provincial, municipal laws, bylaws and regulations.
	2. The renter must obtain all necessary approvals, permits, sanctions or licenses required by law for the purpose of the rental, (including but not limited to: Lottery or Raffle License, Alberta Health Food Services permit, etc) and adhere to the requirements of those permits and licenses, as applicable.
	3. The renter will ensure that the required Society of Composers, Authors and Music Publishers of Canada (SOCAN) and Re:Sound licensing fees are paid in accordance with their theatre booking.
		1. SOCAN requires that the user of any copyrighted live or recorded music, dramatic or other works obtain a SOCAN music license.
		2. Re:Sound requires that the user obtain a license to play recorded music or use any copyrighted material during the time of their booking.

\*\*Please note that the use of copyright music in public without a valid SOCAN or Re:Sound license may lead to legal action for copyright infringement under the Copyright Act of Canada.

1. Insurance:
	1. AII groups are required to carry  liability insurance. Proof of insurance must accompany this signed contract.
2. Damage and/or Other Costs:
	1. SEATS shall not be responsible for any loss of, or damage to, equipment or materials which belong to or are in the care of the renter during transportation to, from, or within the school, while in use in the school, or while stored within the school, however caused.
	2. Costs for removal and/or storage of any props, equipment, or materials shall be borne by the renter.
	3. If required, the cost of tuning the school piano will be the renter's responsibility.
	4. The renter agrees to make restitution in full for any loss or damage to equipment, furniture or the premises by the renter, patrons or other guests. Cost for repairs or replacement will be assessed and repaired or replaced by SEATS and/or LOHS. The renter will be invoiced accordingly: payment is due within 30 days of issuing the invoice via an approved form of payment.
	5. The renter and all guests must exit the building by agreed upon times each day or agree to pay additional charges.
	6. In the event that any renter- supplied or provided technology or equipment is used, it must not damage any aspect of the venue or its contents. Any resulting costs for repairs or replacement will be assessed and repaired or replaced. The renter will be invoiced accordingly: payment is due within 30 days of issuing the invoice via an approved form of payment.
3. Indemnity:
	1. The renter agrees to indemnify and hold harmless SEATS, EPSB and/or LOHS, their agents and employees from and against, all loss or expense by reason of liability imposed by law upon SEATS, EPSB and/or LOHS, their agents and employees for damage because of bodily injury including death, at any time, resulting therefrom, sustained by any person or persons, or an account of damage to property, including loss of, use thereof, arising out of, or in consequence of this agreement.

RENTAL BOOKING AGREEMENT

MACLAB THEATRE AT LILLIAN OSBORNE

Organization:

Name of Representative:

Address:

Phone:

Email:

Booking Date and Timing of Rental:

Maclab Theatre Rental: \_\_\_ Hours X $175/Hour = \_\_\_\_\_

$175/hour for rental of Theatre, Music Room/Green Room/Theatre Lobby and washrooms with 282 seats and access for 2 wheelchairs. Rental rate includes 1 Custodian who provides security access for events. 4 Hour minimum unless otherwise agreed.

Technicians: \_\_\_Hours X $55/Hour X \_\_\_Technicians = \_\_\_\_\_

Technicians Overtime: \_\_\_Hours X $82.50/Hour X \_\_\_ Technicians = \_\_\_\_\_

Technicians Stat Days: \_\_\_Hours X $110/Hour X \_\_\_ Technicians = \_\_\_\_\_

$55/hour for 1 Theatre Technician (and any additional required at the discretion of SEATS). The Theatre Technician(s) is entitled to one 15 min break every 2 hrs and 1 hr unpaid or 30-minute paid meal break every 4 hours on day-long rentals, based on EPSB collective agreement. Time over 8 hrs on a single day will be paid at 1.5x $/hr and over 12 hrs 2x $/hr. Statutory holidays are paid at 2x $/hr rate. 4 Hour minimum unless otherwise agreed.

Technicians Helpers: \_\_\_Hours X $25/Hour X \_\_ Technician Helpers = \_\_\_\_\_

$25/hour for Theatre Technician Helpers (if required). Extra technician helpers will be determined by SEATS Head Technician based on the event’s requirements. 4 Hour minimum unless otherwise agreed.

Base Custodial Fee: $75.00

Extra Custodial Fee: \_\_\_Hours X $75/Hour = \_\_\_\_\_

$75 fixed cleaning fee per rental. Any extra cleaning required will be billed at $75/hour in one-hour increments.

Optional Portable Stages: $200 for 1 to 4 Units + $50/Each Extra Unit = \_\_\_\_\_

$200 for installation of 1-4 units of portable stage. Add $50 for installation of each additional unit of portable stage.

Optional Wireless Lavalier Microphones: \_\_\_ Units X $25/Unit = \_\_\_\_\_

16 units available.

Subtotal \_\_\_\_\_

5% GST: \_\_\_\_\_

Estimated Total \_\_\_\_\_

A damage deposit of $500 (payable by certified cheque to SEATS) is required to hold this booking. This damage deposit will be applied to the final rental costs.

Full payment must be received at least 14 days prior to the booking date. If payment is not received by this date, SEATS reserves the right to cancel the booking. Final invoiced amount may be adjusted due to extra required custodial or other charges.

Sign and return by email to: osbornetheatre@epsb.ca

OR by mail to:

SEATS

P O Box 21077

RPO Terwillegar

Edmonton, Alberta T6R 2V4

 I have read and accepted the Regulations and Rental Rates listed in this contract. I acknowledge that the Rental Regulations form part of and are binding commitments under this rental agreement.

 Signature of Representative: Date:

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