

Live Bait Theatre Rental Contract

Please sign and return a copy of the contract to:
Live Bait Theatre, 87 Main Street, Box 6441, Sackville, NB E4L 1G6

This agreement is between Live Bait Theatre -and-

Organization (afterwards referred to as the Client):

Address (Mailing & Street, if different):

Contact person:

Contact Numbers:

Email:

It is agreed that: Live Bait Theatre will allow the Client to use the Live Bait Theatre space, situated at 87 Main Street in the town of Sackville, in the Province of New Brunswick, as follows:

Event:

Event date(s):

Event time(s):

Load in, set-up, rehearsal time(s):

Estimated Attendance (fire capacity 150 people):

Catered by (contact #):

Music by (contact #):

Rental Fees: Rental fees include the use of our house sound and light system, dressing rooms, maintenance & janitorial services, wireless internet, risers & staging, and dance floor, as available. Please see the attached schedule for our rental fees, including additional and/or optional Live Bait Theatre fees, including the mandatory fee for the Technical Director/ Head Technician for performances.

1. \$100 + HST damage deposit is required, fully returnable upon the satisfaction of Live Bait Theatre that the premises have not been damaged in any way, that the premises have been cleared of all property belonging to the Client and that the terms of this agreement have been fully respected.
2. 50% of the rental fee, full damage deposit of \$100 +HST and a valid Visa or Mastercard number is required at the time of signing this agreement.

The Client Agrees:

1. The premises shall be used for no purpose other than herein stated without the consent of Live Bait Theatre.
2. To pay Live Bait Theatre (within 30 days of the event) the balance owing as per the invoice submitted to the Client in the lawful money of Canada by cash, money order, credit card, debit, bank draft or cheque (certified if required) drawn on one of the Chartered Banks of Canada.
3. That by signing this agreement, the Client is responsible for all charges as noted.
4. The Client agrees to follow the Regulations Governing Live Bait Theatre, a copy of which has been attached.
5. SOCAN fees have been paid, if applicable.
6. If the Client requests labour, services, equipment or material outside of the labour, services, equipment or material agreed to be furnished or supplied in this agreement by Live Bait Theatre, then the Client will be charged the extra fees in an invoice supplied by Live Bait Theatre.
7. The Client agrees to leave the Live Bait Theatre space in the same condition they found it upon arrival. The Client is required to remove all their goods, or otherwise they will be liable for the cost of removal or storage of goods, at a charge of \$40 per day. Live Bait is not liable for any damage that may occur to the goods during removal or storage.
8. The Client agrees that should a performance be deemed defamatory, controversial, or offensive, Live Bait Theatre will not be held accountable and has the right to cancel any or all performances.
9. If during the period of this agreement, Live Bait Theatre is damaged by the act, default or negligence of the Client, the Client's volunteers or employees, the Client shall pay Live Bait Theatre the sum necessary to repair the damage. There is an exception for extreme weather events (Acts of God).
10. Live Bait Theatre has insurance against all claims of injury to staff, volunteers or property of Live Bait Theatre occurring during activities taking place in Live Bait Theatre by either its own staff (including contractors & subcontractors) and volunteers, or the client & guests. Clients renting the Live Bait Theatre space must have public liability and property damage insurance to cover any risk while renting the Live Bait Theatre space.

Live Bait Theatre Agrees:

1. To allow the Client, its volunteers & employees & people transacting business with the Client in relation to this agreement to enter the premises at all reasonable times.
2. To issue (within 30 days) an invoice for the amount owed by the Client from the event. For non local touring companies, the settlement may, by prior arrangement, be done the day of the performance or the following morning.

The Client and Live Bait Theatre Both Agree:

1. In the event that the building is destroyed or damaged by fire or any other unforeseen cause that makes the fulfillment of this agreement impossible, then this agreement will terminate and the Client will only pay for the amounts for the use of the premise up until the termination, and the Client waives any claim for damages or compensation should this agreement be so terminated.

2. Live Bait Theatre's staff and volunteers have the right to enter the space at reasonable hours to make repairs, alterations, or additions for any other purpose which is necessary for safety, preservation or improvement of Live Bait Theatre, without being liable to pay any compensation or damages to the Client.
3. Live Bait Theatre reserves the right to eject any objectionable person or people from Live Bait Theatre and the Client waives any right and all claims for damages or compensation by reason of Live Bait Theatre exercising this right.
4. Live Bait Theatre is not responsible for any loss, damage or injury that may happen to or be suffered by the Client and its volunteers, employees, or property either prior, during or subsequent to the period covered by this agreement, unless caused by the negligent act of Live Bait Theatre, its staff or volunteers.
5. Live Bait Theatre reserves the right to operate all concessions within Live Bait Theatre, and shall keep all profits earned from the sales of said concessions.
6. The Client is responsible for their own Box Office sales, and requires their own Front of House staff/volunteers.
7. CANCELLATION POLICY: Live Bait Theatre requires a minimum of 48 hours notice of cancellation for the Client to receive their full deposit.
8. There is a deposit of \$20 for the loan of the keys of Live Bait Theatre. For those Clients who will be loaned a copy of the keys, these keys shall not be copied, loaned to others, or misplaced. The keys must be returned to Live Bait Theatre the following business day to receive the full deposit.

Witnesses:

On behalf of the Client

On behalf of Live Bait Theatre

Dated

Dated

Regulations Governing the Use of Live Bait Theatre

1. Use of house tools and equipment is the exclusive privilege of Live Bait Theatre staff and volunteers. Last minute emergencies cannot always be accommodated.
2. Live Bait Theatre endeavours to keep all areas clean and as safe as possible. Nevertheless, certain basic safety rules must be followed: shoes must be worn at all times in all areas, with the exception of the dressing rooms, special instructions regarding crossovers, and performance areas. Safe and unsafe areas will be outlined and must be followed.
3. Any special effects (e.g. flame, fireworks, strobes, smoke or haze, steam or gasoline engines, special motors, pumps, running water, live animals, etc.) used by the Client must be discussed with, and approved by, the Technical Director in detail prior to signing the contract. Live Bait Theatre reserves the right to disallow the use of any theatrical properties deemed unsafe.
4. The use of weapons, actual or simulated, used by the Client during a performance must be discussed with, and approved by, the Technical Director in detail prior to signing the contract.
5. The Technical Director must receive notice of technical requirements at least seven days prior to the date of this event. This includes room setup for non-performance events. Floor plans are available.
6. All office areas, bar, storage, and areas labelled staff only, are off limits to the Client, except by appointment or special arrangement.
7. The Client requires permission to browse the Live Bait Theatre costumes and properties. There are additional rental charges and deposits associated with these items, and the appropriate forms for costumes and properties must be filled out before items can be used.
8. The Client who is holding a catered event require permission from Live Bait Theatre for the use of the coolers & dishwasher. Live Bait Theatre only supplies wine glasses and cups for the bar services. All other dishes, cutlery and linens must be supplied by the Client.
9. The Client may request special liquor orders for events. Please check with the Live Bait staff for more details.
10. The maximum capacity of Live Bait Theatre is 150 people. The Client and Live Bait Theatre are responsible to uphold this regulation.
11. For performing companies renting the space, Live Bait Theatre requires that a Live Bait Theatre approved crew use the house lighting and sound systems. This includes lighting hang and focus, and use of either the sound or lighting board. A properly trained crew is mandatory. Please contact the Technical Director for more details.

Live Bait Theatre

Schedule of Rental Fees

for January 1, 2010 to January 1, 2011

ALL FEES ARE SUBJECT TO HST

1. Rental of the Live Bait Theatre Space:

- A. Event Fees:** ____ \$250 will be charged per day (based on an 8 hour day) for the rental of the Live Bait Theatre space. **Overtime will be charged \$35 /hour.**
- B. Event Fees:** ____ \$35 will be charged for hourly rentals.
- C. Non-Profit, Not-for-Profit & Charity Fees:** ____ \$175-\$200 will be charged per day (based on an 8 hour day) for the rental of the Live Bait Theatre space. **Overtime will be charged \$35 /hour.**
- D. Non-Profit, Not-for-Profit & Charity Fees:** ____ \$25 will be charged for hourly rentals.
- E. \$100 Damage Deposit** (as outlined in the rental fees, pg 1) ____
- F. 50% of the rental fee upon signing this contract** (as outlined in the rental fees, pg 1) ____

2. Personnel

- A. Technical Director/Head Technician** \$16.00 /hour *mandatory for performance events
- B. Sound, Light & Stage Technicians** \$14.00 /hour
- C. Bartender** \$12.00 /hour *mandatory for bar services
- D. Set-up or Clean-up Crew** \$10.00 /hour

3. Equipment

Included in the basic rental fee is the use of house sound and lighting system, risers & staging, dance floor, dressing rooms, maintenance & janitorial services, wireless internet.

- A. Round or Rectangular Tables** \$5.00 /per table
- B. Chairs** \$0.25 /per chair
- C. Additional Equipment (outside)** cost + 10%

4. SOCAN (Society of Composers, Authors and Music Publishers of Canada) 2010 Fees

As outlined in Tariff 8 (covering receptions, conventions, assemblies & fashion shows), for a seating capacity of 101-300, we must charge the following fees for music, either canned, live or disk jockey.

- A. Event with music, but no dancing** \$29.56
- B. Event with music & dancing** \$59.17