

# SCHOOL DISTRICT 82 (COAST MOUNTAINS)

## Facilities, Grounds, and Equipment

### 7200: REM Lee Theatre Use

#### Policy

Subject to the exercising of its powers of discretion, it is the policy of the Board of School Trustees to allow maximum use of the R.E.M. Lee Theatre for the benefit of the community.

Theatre rental rates shall be according to the Regulations which follow.

#### Regulations

#### Group Rental Rates

- 1) Free Users:
  - All Candidates Forum
  - Non-profit functions directly related to the educational, cultural, and recreational welfare of children, at which no admission is charged.
- 2) Non-profit organization registered in Canada and the U.S.A. or as approved and determined by the theatre coordinator as being in the non-profit category.
  - \$ 350 per performance
  - \$ 450 per Saturday performance
  - Subsequent same day performance(s) \$ 200 per.
- 3) Commercial, through local non-profit sponsor on presenting proof that the sponsor receives up to 25% of profit.
  - \$ 800 per performance
  - \$ 850 per Saturday performance
  - Subsequent same day performance(s) \$ 400 per.
- 4) Commercial, through local non-profit sponsor on presenting proof that the sponsor receives more than 25% of profit.

- \$ 400 per performance
  - \$ 500 per Saturday performance
  - Subsequent same day performance(s) \$ 250 per.
- 5) Commercial (straight)
- \$ 800 per performance
  - \$ 850 per Saturday performance
  - Subsequent same day performance(s) \$ 400 per.
- 6) Convention or trade show
- \$ 800 per performance, including Saturday/Sunday performance
  - Subsequent day(s) \$ 500 per day.
- 7) Lobby only, for conference, lecture, art display, opening nights, etc.
- \$ 250 per day
- 8) Cancellation Charge: 25% of contract total, plus any other incurred costs, such as tickets, printing, advertising, piano tuning, etc.
- 9) Extra hours rate:
- \$50 per hour (or part of an hour) for the first three (3) hours of overtime after 8 hours of use; \$100 per hour following that
- 10) School Concerts:
- Schools are liable for technical charges of a minimum of one technician at \$50 per day for school concerts.

## General Regulations

1. Alcoholic beverages and foodstuffs are **STRICTLY PROHIBITED** in the Theatre. Subject to the approval of the theatre manager a concession may be operated in the Theatre Foyer.
2. **SMOKING** is not allowed on the Theatre premises and grounds.
3. **NO ADMITTANCE** is allowed to any part of the building other than that rented. Organizers are responsible for strictly enforcing this rule.
4. **DAMAGE:** Organizers will be charged for all damage to the building or its contents which occurs as a result of their occupation. In addition to any rental, a deposit may be charged which is returnable in full less the cost of repairs or replacement. The organizer must, if required, be able to arrange for a bond against damage in a minimum amount of \$100,000.
5. **INJURY** to users and audience will be the responsibility of the organizer and not of the School Board. Organizers may be required to produce adequate proof that an insurance company will provide coverage for the building on a single use basis, with specific reference to the nature of the activity. Liability and insurance waivers shall be in the form prescribed by Board Regulation.
6. **SIGNS AND DECORATIONS** or other articles must not be tacked or nailed except in designated areas.
7. **EQUIPMENT** will be supplied by the Organizer, and School Board equipment must not be used except by special arrangement. Movie projectors, stage lighting equipment and sound equipment belonging to the Theatre will not be made available unless trained operators, acceptable to the Theatre Coordinator are available, and providing that the Organizer using the equipment agrees to accept responsibility for replacing anything lost or damaged. If trained operators are required, a charge will be made for their services.
8. **AUTHORITY:** The Theatre Coordinator, the custodian, or other School Board official constitutes the Board's on-the-spot authority and their instructions will be adhered to. A Board employee will be on duty whenever non-school groups are renting the facility.
9. **HOURS OF USE** will be as agreed and will only be changed by agreement with the Theatre Coordinator.
10. **FREE USE** of premises does not include extra cleaning services and or tech assistance users are expected to leave the building and facilities clean or arrange to pay the custodian to do so.

11. FIRE BY-LAWS and regulations must be strictly observed by the Organizer. These include using only fire-proofed stage props; not exceeding seating capacity; and, keeping aisles and exits clear.
12. THE ORGANIZER agrees not to sell more than 700 tickets for each performance and no admittance will be allowed after the 700 tickets are sold.
13. WHERE POSSIBLE, all tickets should be numbered; this will provide more organization and control for the Organizer and Theatre personnel.
14. WHEN ORGANIZER removes seats to facilitate extra equipment, or staging, the Organizer must inform the Theatre Coordinator of their removal and ensure that the appropriate number of tickets are removed for sale.
15. THE THEATRE will provide a list of operators, source of ushers, and custodial personnel to the Organizers.
16. REHEARSAL TIMES must be adhered to and any abuse of designated times will be subject to charges on a proportionate hourly basis.
17. THEATRE will NOT be open for extra rehearsals unless previous bookings have been made for this purpose.



# Coast Mountains School District 82

3211 Kenney St., Terrace, B.C. V8G 3E9 (250) 635-4931 or 1-800-665-6134 fax: (250) 635-4287

## Application and Permit for Use of R.E.M. LEE THEATRE 4920 Straume Ave., Terrace, B.C. V8G 4V8

HIRER: \_\_\_\_\_  
(Name and Address)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

PURPOSE OF EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_

TIME OF PERFORMANCE: \_\_\_\_\_ LOAD IN: \_\_\_\_\_ LOAD OUT: \_\_\_\_\_

Equipment Required:

_____	\$ _____
_____	\$ _____
_____	\$ _____

Technicians

_____	\$ _____
_____	\$ _____
_____	\$ _____

Rental Rate

\_\_\_\_\_ \$ \_\_\_\_\_

Extra Hours

\_\_\_\_\_ \$ \_\_\_\_\_

Piano Tuning

\_\_\_\_\_ \$ \_\_\_\_\_

Rider

\_\_\_\_\_ \$ \_\_\_\_\_

Concession

\_\_\_\_\_ \$ \_\_\_\_\_

% on Merchandise

\_\_\_\_\_ \$ \_\_\_\_\_

Lobby (Reception)

\_\_\_\_\_ \$ \_\_\_\_\_

Other

\_\_\_\_\_ \$ \_\_\_\_\_

Sub Total

\_\_\_\_\_ \$ \_\_\_\_\_

Cancellation Fee/

Damage Deposit (25% of Contract) \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Surcharge \$1.50/person \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Total Amount

\_\_\_\_\_ \$ \_\_\_\_\_

The SCHOOL BOARD consents to the hiring of the facility as detailed above and the HIRER AGREES TO strictly comply with the regulations, maintain adequate supervision and guard against damage or improper behaviour.

The User covenants and agrees with the Board of School Trustees of School District No. 82 (Coast Mountains) (the "Board") to indemnify and safe the Board and its trustees agents and employees harmless from any and all manner of actions, causes of action, suits, damages, losses, expenses, liabilities, costs, claims and demands of any kind whatsoever relating to or arising out of the use of the Premises by the User or its agents, invitees, assignees, successors, contractors, officers, directors or employees.

The covenants and agreements of the User under this clause shall forever survive the expiration or sooner termination of the Agreement.

SIGNATURES: \_\_\_\_\_  
(For the School Board)

\_\_\_\_\_  
(For the Hirer)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

STANDARD CLAUSES	USER GROUPS		
	Commercial	Non-Profit	Community
Indemnification and Hold Harmless	X	X	X
Liability Insurance Requirement	X	X	
Waiver of Subrogation	X	X	X
Certificates of Insurance	X		

USER GROUP NAME \_\_\_\_\_  
 (Identified in the following as "User Group")

**1. Indemnification and Hold Harmless Clause**

The User Group shall indemnify and hold harmless School District 82 (Coast Mountains) and any of its officers, employees, servants, agents and contractors from any and all lost, liability, claims or expense arising out of the use and/or occupation of the property belonging to School District 82 (Coast Mountains) by the User Group and any of its officers, employees, servants, agents, contractors and volunteers except to the extent that such loss arises from the independent negligence of the School District.

**2. Liability Insurance Clause**

The User Group shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licenses in British Columbia and in forms and amounts acceptable to School District 82 (Coast Mountains):

Comprehensive General Liability Insurance with a Limit of not less than \$1,000,000, inclusive per occurrence for Bodily Injury and Property Damage including loss of use thereof. Such insurance shall extend to cover the User Group, its officers, employees, servants, agents, contractors, and volunteers and shall include the School District, its officers, employees, servants agents and contractors as Additional Insureds with respect to Liability arising out of the use or occupation by the User Group of the property belonging to School District 82 (Coast Mountains).

Such Comprehensive General Liability Insurance shall contain coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Cross Liability, Elevator and Hoist Liability, Contingent Employers Liability, Occurrence Property Damage, Employees and/or Volunteers as Additional Named Insureds, Use of Attached Machinery, Use of Specially Licenses or Unlicensed Vehicles (while operated off highway), Broad Form Property Damage and Tenants All Risks Legal Liability (subject to a minimum limit of \$1,000,000) to apply to the use and/or occupation by the User Group of the Premises described in the permit or license agreement.

**3. Waiver of Subrogation Clause**

The User Group hereby agrees to waive all rights of subrogation or recourse against the School District with respect to the use or occupation by the User Group of the premises described in the permit or licence agreements.

**4. Certificates of Insurance Clause**

The User Group shall provide the School District with evidence of all required insurance prior to the effective date of the (contract, licence agreement or permit). Such evidence of insurance shall be in the form of a Certificate of Insurance. When requested by the School District, the User Group shall provide certified copies of required insurance policies.

These certificates should be issued by the Insurer or Insurance Broker of the User Group and must contain the following information:

1. Name of the Insurance Company and the Binder or Policy Number
2. Name and address of the Insured (User Group)
3. Policy Period (covering at least the period the agreement is in place)
4. Description of Coverage
5. Policy Limits
6. Description of Insured Operations and Locations(s)
7. Signature of Authorized Representative and Date

Note: Insurance Coverage must not contain an exclusion regarding injury to participants.

SIGNATURE: \_\_\_\_\_  
 On Behalf of User Group

Date: \_\_\_\_\_

