



## **SECTION 4000: FACILITIES, GROUNDS AND EQUIPMENT**

### **POLICY 4025: THEATRE USE**

- *Revised: March 30, 2016*
- 

#### **POLICY STATEMENT**

The Board believes that the theatres are a vital and integral part of schools and the community.

The Board supports both traditional and innovative multi-use programming that reflects diverse community interests and promotes a high standard of cultural, recreational and artistic activities.

#### **POLICY**

The Board reserves the right to refuse any individual or group, the use of all or any school facilities for purposes or functions that have been deemed inappropriate.

The Board reserves the right to add to, or change, regulations at any time, or to terminate any agreement immediately for cause. Rates and regulations are designed to ensure that there is no additional charge on the educational budget for non-educational use.

The Board does not grant reduced rent charges because functions have not been financially successful. Where a renter defaults, future use of facilities must be paid for in advance.

The Board will set the minimum staffing requirements for the rental and use of the theatre.

The Board expects that all user groups abide by the safety standards established for school district facilities (Policy 4020 – Community Use of School Facilities and Grounds).



## **REGULATIONS**

### **A. Theatre Rental**

In accordance with the principles of the Mount Elizabeth Theatre Advisory Committee and the REM Lee Theatre Alive Society, and regulations thereto, the Theatre Coordinator is responsible for the coordination, use and rental of the theatre facility and equipment.

1. Audience Behaviour: It must be understood that neither the Theatre Coordinator nor the Board can accept the responsibility for audience behaviour during any public function that is not a school activity. Any individual or organization renting the school premises shall be responsible to the Board for the audience behaviour and safety at the function.

When audiences are involved, the renter must make appropriate arrangements to supply sufficient ushers to assist people to their seats, to provide control during the intermissions, and supervise the observance of school district rules. The minimum requirement of ushers will be determined by the school district designate.

2. Unauthorized Visitors: When school facilities are rented to an outside organization for the express use of its members, that particular organization assumes the responsibility for seeing that only members are allowed on the premises. Where two groups or organizations happen to share the same school premises, no one group or organization will be responsible for the other group or organization's space or areas of use in the school.
3. Smoking: Smoking is prohibited in school district facilities. A designated smoking area is accessible under the covered canopy adjoin the theatre lobby and outside the stage back door for public events.
4. Alterations: No person will make alterations to stage curtains, lighting equipment, or house sound systems, except with approval and under the supervision of the Theatre Coordinator. (Extra charges will be the responsibility of the renter for alterations to the mentioned systems.)
5. Violations of Rules and Regulations: School district administration reserves the right to cancel any reservations for violation of rules and regulations. In addition, violation of rules and regulations will result in the forfeiture of any fees paid in advance. The Board will not be responsible or liable for any contractual obligations, expenses or other costs incurred by the renter.



## **REGULATIONS**

### **A. Theatre Rental** *(continued)*

6. Clean Up: Renters/Users are expected to leave the premises in reasonable order and cleanliness. In some cases, the hiring organization may be required to clean the theatre before leaving it. Work beyond a routine cleaning job, including the cost of repairing any damage, will be charged to the renter.
7. Signs, Sets, Props, and Decorations: Fasteners, paints, adhesives and other construction materials used for signs, sets, props or decorations shall be pre-authorized by the Theatre Coordinator, or designate. Fireproofed materials will be used.
8. No sub-letting of facilities is permitted.
9. No sub-letting of furniture or equipment will be permitted.
10. In the case of replacement, the current purchase price will be assessed.
11. In Charge Person or pre-approved alternate, representing the renter, must be in attendance during the entire rental.
12. Rental Period: Access to the theatre and the support areas is permitted within user allotted time only as shown on the rental agreement. If user requires extra time it will be arranged, subject to availability of space. An hourly rate will be charged. The rental period ends when all of the work being done on user behalf is complete, the lights are off, and the doors are locked.
13. At the discretion of the Theatre Coordinator, use of the theatre shall be given the following priorities:
  - a) Between 8:00 a.m. and 3:30 p.m. on school days, priority will be given to the use of the facilities for educational purposes by Coast Mountains School District 82;
  - b) On weekends, holidays after 3:30 p.m. on school days, priority will be given to community users of the theatre.
14. Electric installations or adjustments shall be carried out only with the prior consent of the Director of Facilities.



## **REGULATIONS**

### **A. Theatre Rental** *(continued)*

15. Fire Bylaws and Earthquake Regulations must be strictly observed by the renter. Users must vacate the building when the fire alarm rings. It is the responsibility of groups and organizations using the facilities to make themselves familiar with emergency clearing procedures.
16. Copyright Royalties: The renter shall be responsible for the payment of all licence fees (if required) for the presentation of their event including: SOCAN for royalty rights of performance material, tickets, house program, mailing and distribution of circular, displays, newspaper advertising, radio and television spot announcements.
17. Occupancy: The board reserves the right to establish maximum occupancy, subject to Fire Marshall Regulations. It is incumbent upon the renter to ensure that the maximum occupancy is not exceeded.
18. Reciprocal Use: Rates, as set out in the regulations, may vary or be exempt where a Reciprocal Use Agreement is in effect as approved by the Board.
19. Custodial: Custodial costs, where applicable, will be as per the current Collective Agreement with CUPE Local 2052.
20. Taxes: All Federal, Provincial and Municipal taxes as the result of an event or performance are the responsibility of the renter.
21. Insurance: The renter will be responsible for providing a Certificate of Insurance for third party liability coverage in the current amount required by School District 82, naming Coast Mountains Board of Education School District 82 as Additional Insured.
22. Force Majeure: If any performance or part thereof is prevented, rendered impossible by an act of regulation of or by any public authority or bureau, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions or emergencies, fire, national mourning or certified illness of a performer or any similar cause beyond the control of both parties, it is understood and agreed that there shall be no claim for damage by either party to this agreement, and their obligation contracted therein shall be deemed waived.



## **REGULATIONS**

### **B. Theatre Equipment Rental**

The Theatre Coordinator is responsible for administration of these regulations.

1. Equipment is available for rent at the Theatre Coordinator's discretion only if such rental does not conflict with theatre needs.
2. The Theatre Coordinator is authorized to:
  - a) Designate equipment which may be rented at a rate different than the standard rate;
  - b) Refuse to rent equipment to a person or group when, in his/her opinion, that person or group is not adequately trained in the use of the equipment.
3. The renter shall sign an agreement holding the group and a member of the group responsible for any damage due to negligence and will absolve the board of liability from any accidents, death, etc., due to equipment malfunction or misuse.
4. Where deemed necessary by the Theatre Coordinator, certain equipment will be rented only when the Technical Director accompanies such equipment and is in charge.