



The Gladstone Theatre Inc.

910 Gladstone Ave, Ottawa, ON K1R 6Y4 • 613-233-GLAD • info@thegladstone.ca

# Rental Agreement

between

The Gladstone Theatre Inc. (The Gladstone)

and

\_\_\_\_\_ (The Renter)

to whom box office receipts would be paid

for use of

Facilities at 910 Gladstone Avenue, Ottawa (The Venue)

Primary Contact Name		
Address		
Phone Number		
E-mail address		
Second Contact (stage manager, production manager)		
Event Title		
Rental Dates (Term)		
Quoted Rate		
	Deposit	
	Subtotal	
	Grand total due <date>	

Initials: \_\_\_\_\_ for Renter; \_\_\_\_\_ for The Gladstone Theatre Inc.

## The Gladstone will provide/grant to the Renter:

1. **Use of the theatre and backstage dressing room** spaces for the duration of the term listed above.
2. **Bar service**, commencing 1-hour prior to event start time through intermission.  
Bar service is also available post-performance **upon request**, such as for an opening night reception.  
Please note that renters cannot run their own bar service nor receive profits from bar sales.  
A bar fee may apply should the **per performance average** of bar sales fall below \$100.
3. **Box Office services** for public performances which include:
  - a. Online, phone and in-person (during Box Office hours) ticket sales via The Gladstone Theatre's ticketing system at a cost of \$0.60 per ticket sold and \$0.05 per complimentary ticket.
  - b. Reconciliation of box office accounting at end of production with disbursement of net proceeds no later than 2 weeks following the end of the term.
  - c. On-site Box Office hours
    - i. Tuesday-Friday: 3:30 p.m. to 8:00 p.m.
    - ii. Evenings and weekends: Open 1 hour prior show time until the end of intermission
    - iii. Closed Mondays
  - d. **Pricing:** A facility fee surcharge is added per ticket (\$1 fee for tickets \$14 and under; \$2 fee for tickets \$14.01-\$19.99; \$4 fee for tickets \$20-\$49.99; \$5 fee for tickets \$50 and up) excluding complimentary tickets.  
The customer sees the final ticket price as, for example: **Adult Ticket: \$36 + \$4 facility fee = \$40.**
  - e. If applicable, the renter is responsible for remitting HST from their ticket price.
4. For public performances using Gladstone Box Office services, Integration of **show listing** in [www.thegladstone.ca](http://www.thegladstone.ca) website (subject to provision of text and graphics from Renter)
5. Use of the **stock lighting and sound equipment**. Please note that while every reasonable effort is made by The Gladstone to maintain its equipment in good working order, equipment is provided on an "as is" basis and The Gladstone Theatre Inc. is not responsible for occasional defects or failures that may arise.
  - a. **LIGHTING:** A basic "house lighting plot" will be provided. Renters may hang and focus additional lighting fixtures available in The Gladstone's stock.  
Renters may bring in additional lighting equipment at their own expense, as needed.
  - b. **SOUND:** Basic house PA system is provided. Renters may playback sound or music via CDs or bring a playback device that can connect to our mixing console, such as an iPod or a computer.  
More technical information is available upon request.
6. One 4-hour call of total **technical support** per rental week, for assistance or training on proper use of The Gladstone's technical equipment. For example, a two-week rental would get 8-hours technical assistance. The total amount of hours may be used all at once. **This must be reserved a minimum of one week in advance** through the Theatre Manager. Rental periods of less than 1-week may be subject to additional technical costs.
7. Timely intervention by the Gladstone staff to address any critical equipment failures that affect safety of occupants or threaten the use of the theatre (AC or furnace failure, etc.) within the limits of available staffing and budgeted maintenance resources.
8. The Gladstone Theatre Inc. agrees to indemnify and hold the Renter harmless from any and all liability, loss, damage or claims, of any description, which results from the negligence of the Gladstone and its employees, volunteers, officers and/or agents that the Renter may suffer arising out of or in connection with this Agreement.
9. The following areas within the Venue are not accessible to renters:
  - a. the Box Office area
  - b. the Bar area
  - c. the mezzanine office located mid way down the back staircase

## The Renter agrees to:

1. Pay The Gladstone Theatre Inc. a total fee of: \$#####, as well as applicable ticketing fees.
  - a. For first-time renters, or non-ticketed events, **payment is due in advance** of the rental term.
2. Exclusive **use of the Gladstone Box Office** and ticketing system.
3. Allow The Gladstone's Directors, Officers and Staff access to, and use of: The Gladstone Box Office area, lobby, theatre and tech room as needed throughout the rental period.
4. **Maintain workplace health and safety standards** which meet the Canada Occupational Health and Safety Regulations (<https://laws.justice.gc.ca/eng/regulations/sor-86-304/index.html>), the Ontario Health and Safety Act (<https://www.ontario.ca/laws/statute/90o01>), and to **follow the Respectful Workplace guidelines** outlined in Canadian Actors Equity Association, Not in Our Space (<https://www.caea.com/Features/Not-In-Our-Space>).
5. Maintain **covid-19 safety protocols** including use of masks at all times unless actively rehearsing/performing, distancing between players, and compliance with all other regulations as set out for performance venues in the Ontario Covid Response Framework at <https://www.ontario.ca/page/covid-19-response-framework-keeping-ontario-safe-and-open> and Canadian Actor's Equity Association Workplace Guidance and Protocols <https://www.caea.com/Portals/0/Documents/News/2020/COVID-19WorkplaceProtocols.pdf>.
6. Companies must **supply a copy of their own covid-19 safety plan** at the time of signing this contract, and the Producer, Director, and Stage Manager must **sign off on TGT's covid-19 safety plan**.
7. Text a thumbs-up to the Theatre Manager at 613-797-3437 within 24 hours of signing this agreement.
8. At the end of the term, **return all spaces and equipment used to its original condition**, as noted at the initial walk-through at the beginning of the term, including:
  - a. **Cleaning and tidying:** green room, stage area, audience area, tech booth, etc.
  - b. **Paint the stage back to black** (if required; floor paint must be purchased from The Gladstone) A charge of 150.00 if the Gladstone staff is required to paint the stage.
  - c. **Restore audio, lighting, and curtains** to the standard house plot and configurations
  - d. **Remove ALL materials** (set, props, costumes etc) brought into the theatre
  - e. If the space is not properly restored and/or materials are left at the venue beyond your rental term without prior arrangements made with the Theatre Manager, a restoration penalty of a minimum of \$300 will be paid to The Gladstone Theatre Inc.
9. **Maintain Commercial General Liability insurance** of at least \$2,000,000, to indemnify and save harmless The Gladstone Theatre Inc. from all claims as a result of bodily injury or death to any person or for damage to property of others arising out of Renter's use of The Gladstone, and to provide The Gladstone Theatre Inc. with evidence of said insurance.
10. **Indemnify and hold Gladstone Theatre Inc. harmless** from any and all liability, loss, damage or claims, of any description, which results from the negligence of the Renter and its employees, officers and/or agents that The Gladstone Theatre Inc. may suffer arising out of or in connection with this Agreement.
11. **Observe all copyright laws and requirements.** The Gladstone shall not be held responsible for any copyright infringement made by the Renter.
12. **Accept responsibility for any sublets or partners** the Renter grants usage of the venue during their rental term, including any damage or clean-up required as a result of a venue sublet by the Renter. Sublets may be subject to an additional administrative fee.
13. Notify the Gladstone's Theatre Manager ([theatremanager@thegladstone.ca](mailto:theatremanager@thegladstone.ca)) a minimum of two weeks in advance of **any public activities that fall outside of the normal run of a show**, such as receptions or talk-backs that take place prior to, or following a scheduled performance, or activities run by other groups granted permission to do so by the Renter. Such add-on activities may be subject to an additional administrative fee.
14. In the case of a **change in production** (one show being switched for another) once tickets have been sold for the original production, an administrative fee of the greater of \$500 or the amount of facility fees collected will be due.
15. IN THE CASE OF **CANCELLATION OF ANY PERFORMANCE**, The Renter shall, at his own expense, inform the public of such cancellation and The Renter shall indemnify The Gladstone in respect of any amounts due

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to ticket holders whose tickets were purchased at The Gladstone box office who are unable or unwilling to switch to a different performance or show. A cancellation fee will be due immediately, based on a percentage calculated on the total agreement cost.

- a. Up to 3 calendar months prior to the start date of this Agreement, 50%
  - b. 3 months to 1 month prior to the start date of this Agreement, 75%
  - c. 1 month immediately preceding the start date of this Agreement, 100%
16. **A deposit of \$500** is required to secure this booking.

For The Gladstone Theatre Inc.:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For \_\_\_\_\_ (Renter):

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title (such as "Producer")

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For Office Use Only:

Initials: \_\_\_\_\_ for Renter; \_\_\_\_\_ for The Gladstone Theatre Inc.

_____	_____ <u>Board Member</u>
Name (printed)	Title
_____	_____
Signature	Date