

## Terms and Conditions

For all Rentals at the Rotary Centre for the Arts (RCA)

**Use:** The Licensee agrees that the agreement is not transferable, no other event or purpose shall be substituted for this purpose, and this will be the only use of the premises, and this use will be in a lawful, proper manner and will not breach any local by-laws. Signature, deposit and proof of insurance must be provided before entry of rental space. Note: Use of RCA facilities does not imply endorsement by the Society of any activity, service, belief, organization, or product. It also does not reflect the Society's mission, vision, and core values.

**Insurance<sup>1</sup>:** The Licensee shall procure and maintain, at its own expense, a comprehensive general liability insurance policy for an inclusive limit of not less than two million (\$2,000,000) for the term of this agreement. Bookings made less than 1 week in advance must be paid in full. The Licensee will provide a Certificate of Insurance form as evidence of their insurance and that the Kelowna Visual and Performing Arts Centre Society (KVPACS) and the City of Kelowna have been named thereon as Additional Insured. If proof of the above-mentioned insurance requirement is not received by the Rotary Centre for the Arts two (2) weeks before your rental, coverage will be provided for you at an additional cost of \$135 per day for the Mary Irwin Theatre or a minimum of \$20 per activity in all other spaces in the Rotary Centre for the Arts.

**Deposit<sup>2</sup>:** A deposit of 50% of the total rental cost (before applicable taxes) is required to confirm your booking. All bookings valued at \$200 or less must be paid in full at the time of booking. Any change to a confirmed booking will result in the loss of deposit on each room booked within the original contract. Date changes to a confirmed booking may result in the loss of deposit on each room booked within the original contract.

### **Cancellation or Date Changes to Bookings by Licensee<sup>3</sup>:**

#### **Mary Irwin Theatre/Full Building:**

90+ days notice – 100% of deposit returned  
60-89 days notice – 50% of deposit returned  
30-59 days notice – Deposit forfeited

\*Bookings cancelled within less than 30 business days' will be subject to the full contract amount.

\*MIT bookings that are 10 or more consecutive days require 90+ days notice for changes/cancellations. Less than 90 days notice will result in a forfeited deposit. Admin fees will apply for date changes.

**Small room bookings:** Sun FM Studio, Salloum Rehearsal Hall, Boardroom, Painting & Drawing Studio, South Atrium, Alex Fong Galleria, and Daily Courier Performance Court

30+ days notice for a full refund of the deposit. Deposit forfeited if less than 30 days' notice.

**Amendments to Existing Contract & Ticketed Events:** There is no guarantee that we can grant changes to your contract but we will do our best to accommodate. Substantial amendments may be subject to a \$100 administration fee

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<sup>1</sup> Renters with their own insurance should cover COVID-related concerns.

<sup>2</sup> In consideration of COVID-related concerns that may arise, small room renters with bookings of \$150 and less can pay the full rental amount on the day of the event.

<sup>3</sup> Cancelled bookings due to COVID-related reasons will not be charged the final contract price and may be eligible for a credit or refund for all unused bookings.

**Pricing:** We reserve the right to amend our rates as necessary. Before the rental date, clients will be provided with written notice. Minimum 2 -hour rentals for small room bookings.

**Capital Improvement Fund (CIF) and Ticketing Fees:** To provide the clients the best experience, including creator support, utilization of a good ticketing system and the improvement of the Mary Irwin Theatre, the RCA charges a ticketing service fee and capital improvement fund (CIF) for every sold ticket. For non-ticketed events, the CIF will be charged based on the actual number of attendees.

**Ticket Policy:** All tickets for events in the Rotary Centre for the Arts must be sold through the Rotary Centre for the Arts Box Office. A \$75 fee applies to all individual events that have sold less than 75 tickets. We reserve the right to refund tickets at our discretion. The renter agrees that any customer information provided will be used according to current legislation. We reserve the right to offer alternate ticket services the day of the event if ticket sales are under 50.

**Merchandising:** The Licensee shall pay 10% of gross receipts to the KVPACS on all merchandising products sold in the Rotary Centre for the Arts. The Licensee must provide their own float and sales staff. If the Rotary Centre for the Arts sells the merchandise on behalf of the client, the RCA keeps 15% of the total gross receipts.

**Technician Fees:** All rentals within the Rotary Centre for the Arts which require a technician will be charged a technician fee of \$60/hour for all sound, light, or technical services requested. You are required to have a Rotary Centre for the Arts paid technician on site for all rentals in the Mary Irwin Theatre. The technician is entitled to a 1/2 hour break during an 8-hour time block. Overtime rates will apply on statutory holidays and shifts longer than 8 hours. The Theatre Technician will determine how many technicians are needed for your event.

**Hours of Operation:** The RCA is open 7 days a week 9am-10pm. The Licensee may make advance arrangements to extend their event with the public in attendance until 11 pm. Arrangements may be made to have access to the RCA for event-related set up without the public in attendance outside of public access hours. Rentals operating outside of the regular facility hours will be charged an additional rate of \$60 per hour (plus applicable taxes). Renters requiring this variance must give the Rotary Centre for the Arts 7 days' notice.

**Front of House / Guest Services:** The Society provides support for events taking place within the Centre. When renting the Mary Irwin Theatre, four (4) hours are included with your rental. For additional hours or services for events held in other areas of the building, the Licensee will be charged \$30 per hour (plus applicable taxes). These services may include but are not limited to: guides (e.g. COVID-19 Ambassadors), ticket-takers and ushers. This is a required service when renting the Mary Irwin Theatre; groups are not permitted to provide their own volunteers for these functions.

**Security:** At the discretion of the Society, public events may require professional security at the expense of the licensee.

**Settlement:** Final charges may vary depending upon the Licensee's actual use of space and/or equipment. Settlements will be within 10 business days after the event. The Licensee is responsible for payment of any equipment rented on behalf of the Licensee and will be charged the rental cost plus a 10% admin fee. The Rotary Centre for the Arts is the first call on all revenue to settle outstanding rental and facility charges and will directly deduct these charges from the box office revenues of the event specified in this contract for reimbursement of all outstanding fees. If ticket revenue is insufficient to cover all outstanding fees the Licensee will be invoiced for the remainder. The promoter is a second call on all revenue. All canceled ticketed events in the theatre will incur ticketing cancellation fees. Please see Appendix A for details.

**Strike and Restore:** Any changes made to theatre lighting, sound, or other technical equipment, theatre or stage must be restored to their standard house positions and be in the same condition as when the Licensee entered the

facility at the start of the rental period. If the Licensee has not met all of these obligations within the rental period specified the actual technician time required to do so will be added to the final invoice.

**Royalties, Permits:** The Licensee shall be responsible for all taxes, permits, licenses, rates, duties or assessments, and any copyright fees, including SOCAN and Re: Sound fees charged or assessed against the Licensee and/or the Society in respect to the use and occupancy of the said premises by the Licensee.

**Tariffs:** If applicable, the Rotary Centre for the Arts will collect tariffs on behalf of SOCAN and Re: Sound.

**Past Due accounts Interest Policy:** Terms net 30 days from the date of the event. Interest will be charged at 2% per day on past-due accounts.

**Refreshments, Alcohol, Concessions, and Catering<sup>4</sup>:** The RCA will offer concession services for theatre rentals that have over 80 guests in attendance. Catering inquiries can be sent to the Roma Nord bistro at [ciao@romanordbistro.com](mailto:ciao@romanordbistro.com). The Licensee may also source their own catering including food and non-alcoholic beverages. The RCA can de- license a space/room with the fees invoiced back to the Licensee.

**Disposal of Licensee property:** The Licensee will remove all rental equipment, and personal or organizational property upon the conclusion of their event unless other arrangements have been made. The Society has the discretion to dispose of any posters, programs, stage properties, or other items belonging to the Licensee or anyone associated with them, left at the venue after the end of the rental period. The client may be billed to recover dumping fees and labour costs required for extraordinary cleaning and building restoration beyond normal requirements, Technician Fees will apply.

**Radio, TV, Broadcasting, Recording:** In the event of any recordings, audio or visual, planned in association with the rental activity, for promotional, archival, production or any other use, the Rotary Centre for the Arts booking representative is to be consulted before the said recording, and proper clearance is obtained.

**Entry:** The Society reserves the right to have a representative enter any rooms associated with the rental to communicate with the renter or theatre staff, or to protect the safety of the renter, the renter's equipment, the theatre's equipment, personnel, or visitors. The Society reserves the right to receive two (2) complimentary tickets for each performance at the MIT for the Society's use.

**Parking:** There are no parking facilities available to clients on the premise.

**Conduct<sup>5</sup>:** The Licensee and its Board of Directors, if a society or a corporation, hereby assume full responsibility for the character, acts, and conduct of all persons admitted to the premises or any portion of the Rotary Centre for the Arts by the consent of the Licensee or by or with the consent of any person acting for or on behalf of the Licensee. The Society maintains the right to eject any objectionable person or persons, including any or all patrons that are disorderly and exhibit behaviour that is potentially dangerous to the premises, other patrons, or themselves.

**Hold harmless and Indemnification:** The Licensee shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Society, its officers, employees, and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Agreement, excepting only where such loss, costs, damages, and expenses are as a result of the sole negligence of the Indemnities. The Licensee shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection

therewith and resulting from the performance, purported performance, or non-performance of this Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

**Force Majeure and Cancellation:** If, through an act of God, or acts of the prohibition of any governmental authority, fire, the action of the elements, strikes, civil commotion, or any other cause, the Society is prevented from giving possession of the premises and delivering the services committed, this shall excuse such non-performance and shall justify immediate termination of this Agreement. The Society shall repay that portion of the fees which have been made by the Licensee to the Society, but the Society shall not be subject to any further liability for damage or loss suffered by the Licensee or others.

**This Agreement** and any attached documents constitute the entire agreement between the Parties. This Agreement is made in the Province of British Columbia, Canada, and its validity, construction, performance, breach, and operation shall be governed by the laws of British Columbia applicable to contracts to be performed in British Columbia. This Agreement will become binding once both the Society and the Licensee execute it. The headings of this contract are for convenience and do not in any way define or limit the wording or intent of any provision of this Agreement. No modification or amendment of this Agreement shall be binding unless made in writing and signed by both parties.

Personal information on this form is collected under the authority of the Local Government Act, R.S.B.C. 1996, c.323, and the Freedom of Information and Protection of Privacy Act R.S.B.C. 1996 c. 165, and is necessary for the operation of the Society's programs, rentals, and related activities. Questions about the collection of this information are to be directed to the Executive Director of the Centre, 421 Cawston Avenue, Kelowna, B.C. V1Y 6Z1 (250) 717-5304. The Society keeps a mailing list of all individuals and organizations who rent the Rotary Centre for the Arts. This list is used by the Society only, to communicate with Centre renters and leaseholders. If you do NOT want personal information submitted on this form to be added to the mailing list, PLEASE INFORM THE CENTRE'S EXECUTIVE DIRECTOR at (250) 717-5304.

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