

## MARY IRWIN THEATRE, Venue Rental Terms and Conditions

### 1. USE OF FACILITY

- The Renter acknowledges that this agreement is non-transferable. The premises may only be used for the stated purpose and may not be substituted for any other event or activity.
- The Renter agrees to use the premises in a lawful and proper manner, in compliance with all local by-laws.
- A signed rental agreement, deposit, and proof of insurance must be provided before access to the rental space.
- Use of RCA facilities does not imply endorsement of any activity, service, organization, or product by the RCA. Events held at the RCA do not necessarily align with the RCA's mission, vision, or core values.

### 2. INSURANCE REQUIREMENTS

- The Renter must procure and maintain comprehensive general liability insurance with a minimum coverage of \$2,000,000 for the rental period.
- A Certificate of Insurance must be submitted, naming the RCA and the City of Kelowna as Additional Insured.
- If proof of insurance is not provided at least two (2) weeks before the rental date, coverage will be arranged by the RCA at an additional cost:
  - \$135 per day for the Mary Irwin Theatre
  - A minimum of \$20 per activity in all other RCA spaces
- Bookings made less than one (1) week in advance must be paid in full at the time of booking.

### 3. DEPOSIT AND PAYMENT TERMS

- A 50% deposit (pre-tax) is required to confirm the booking.
- Bookings valued at \$200 or less must be paid in full at the time of booking.
- Changes to confirmed bookings or date modifications may result in forfeiture of the deposit for each affected room.

### 4. CANCELLATION & DATE CHANGE POLICY

Mary Irwin Theatre / Full Building Rentals

- 90+ days' notice: Full deposit refunded
- 60–89 days' notice: 50% of the deposit refunded
- 30–59 days' notice: Deposit forfeited
- Less than 30 business days: Full contract amount is due
- For MIT bookings of 10+ consecutive days, a minimum of 90 days' notice is required for any changes or cancellations, or the deposit will be forfeited. Admin fees apply for date changes.

#### ***Small Room Rentals***

(Alex Fong Galleria, South Atrium, Daily Courier Performance Court, Virgin Radio 99.9 Studio, Salloum Rehearsal Hall, Boardroom, Painting & Drawing Studio)

- 30+ days' notice: Full refund of the deposit
- Less than 30 days' notice: Deposit forfeited

## **5. AMENDMENTS & FEES**

- There is no guarantee that contract changes can be accommodated.
- Significant amendments may be subject to a \$100 administrative fee.

## **6. RENTAL RATES**

- RCA reserves the right to adjust rental rates as necessary. Written notice will be provided before the rental date.
- Minimum 8 hour rentals for MIT and 4 hour rentals apply for film screenings.

## **7. CAPITAL IMPROVEMENT & TICKETING FEES**

- A Capital Improvement Fund (CIF) fee applies to all ticketed events to support RCA infrastructure and ticketing services.
- For non-ticketed events, CIF will be based on actual attendance.

## **8. TICKETING POLICY**

- All tickets for Mary Irwin Theatre events must be sold through theboxoffice.ca and is contracted independently between the client and boxoffice.ca.

## **9. MERCHANDISING**

- RCA receives 10% of gross merchandise sales conducted on its premises. Renters must provide their own cash float and/or card reader. RCA can provide volunteers for sales if required.
- RCA receives 15% of gross merchandise sales conducted on its premises when RCA and their volunteers provide the float.

## **10. TECHNICIAN FEES**

- Technician services are required for all Mary Irwin Theatre rentals and will be charged at \$50 per hour.
- A paid RCA technician must be present for all MIT rentals.
- Technicians are entitled to a 30-minute break during an 8-hour shift, per BC Employment Standards.
- Overtime rates apply for statutory holidays and shifts exceeding 8 hours.
- The number of technicians required will be determined based on the event's technical rider.

## **11. HOURS OF OPERATION & AFTER-HOURS RENTALS**

- Regular hours: 9 AM – 10 PM, 7 days a week
- Public events may be extended until 11 PM with advance arrangements.
- After-hours access (for setup or breakdown) is subject to an additional \$60 per hour fee (plus tax).
- Requests for after-hours access must be made at least 7 days in advance.

## **12. FRONT OF HOUSE / GUEST SERVICES**

- When renting the Mary Irwin Theatre, 4 hours of guest services (ushers, ticket-takers, greeters) are included.
- Additional services or guest services for other areas will be charged at \$30 per hour (plus tax).
- External volunteers are not permitted for front-of-house duties in the Mary Irwin Theatre.

### **13. SECURITY**

- RCA reserves the right to require professional security for public events, at the renter's expense.

### **14. EVENT SETTLEMENT & PAYMENTS**

- Event settlements will be processed within 10 business days.
- Final rental charges for ticketed events will be deducted from ticket revenue. If ticket sales do not cover the rental cost, the renter will be invoiced for the remainder.
- Cancelled ticketed events may incur cancellation fees via boxoffice.ca policies.

### **15. FACILITY RESTORATION & CLEANING**

- Any modifications to lighting, sound, or staging must be restored to their original state.
- If not completed, additional technician time will be charged to the final invoice.
- Renters are responsible for removing all personal/rental equipment after the event unless prior arrangements have been made.
- RCA reserves the right to dispose of abandoned materials and charge dumping fees or extra cleaning costs if necessary.

### **16. ROYALTIES, PERMITS & LEGAL COMPLIANCE**

- Renters are responsible for obtaining all necessary permits, licenses, and copyright clearances (e.g., SOCAN, Re:Sound).

### **17. INTEREST ON PAST DUE ACCOUNTS**

- Invoices are due within 30 days of the event date.
- Overdue accounts are subject to 2% interest per day.

### **18. REFRESHMENTS, ALCOHOL & CATERING**

- Concession service is available for events with 80+ guests.
- For events with fewer than 80 guests, concession service is available for a flat rate of \$200 (invoiced by Roma Nord Bistro).
- Catering inquiries should be directed to [ciao@romanordbistro.com](mailto:ciao@romanordbistro.com).
- Renters may arrange their own catering for food and non-alcoholic beverages.

### **19. RECORDING & BROADCASTING**

- Any audio or visual recording requires pre-approval from the RCA Facilities Rentals Manager.

### **20. PARKING**

- No parking is available for small room rentals.
- Two parking stalls are provided for Mary Irwin Theatre rentals within the contracted production hours.

### **21. CONDUCT & LIABILITY**

- The Renter is responsible for the behavior of all attendees.
- RCA reserves the right to remove disruptive individuals and terminate events if necessary.

## 22. FORCE MAJEURE & CANCELLATION

- If an event is canceled due to unforeseeable circumstances (e.g., natural disasters, government orders), RCA will refund applicable fees but is not liable for additional damages or losses.
- 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.