



20 Mississaga Street West,
Orillia ON L3V 3A6
www.orilliaoperahouse.ca

Orillia Opera House – License Agreement

This agreement made on Thursday, September 21, 2017

Between: Orillia Opera House,
City of Orillia, 20 Mississaga Street West, ON L3V 6K8

Hereinafter referred to as the Theatre

And: _____

Hereinafter referred to as the Licensee

The theatre hereby grants the Licensee the right to use those parts of the Opera House described below under the heading entitled space according to the terms and conditions of this agreement and any appendices attached.

For the sole purpose of: _____

This agreement will have no effect and shall not be binding upon the theatre unless it is executed by the Licensee and returned to the theatre on or before:

Rental Fee Fee structure is attached (Appendix A)

Rehearsal and Show Information

Space	Date	Time In	Time Out	Event Time
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Operating Procedure Manual

The Licensee agrees to comply with all policies and procedures set forth in the current Orillia Opera house operating Procedure Manual (attached Appendix B).

Settlement

All monies which are to be paid to the theatre under the terms of this agreement shall become due and payable at the time of the settlement. At the time of the settlement, the Theatre shall pay the Licensee all funds which are held by the Theatre and are attributable to the Licensee’s event, minus any funds which are due to the Theatre; the Licensee shall pay the Theatre the balance due upon receipt of an invoice. Settlement may take up to 10 business days after the date of the event.



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Occupancy Disruption

In the event that the premises are not available for the Licensee by reason of mechanical or structural failure, damage or destruction by fire, strikes, labour disputes, riots or other accident, act of God, action by Government, or other circumstances beyond the control of the Theatre, the Theatre shall be excused from failure to make the premises available to the Licensee, and the rental agreement shall become null and void and deposits paid by the Licensee shall be refunded. In such an event, the licensee releases the Theatre from any liability for claims for loss, injury or damage to persons, property, including financial loss, which the Licensee may suffer.

Indemnity

The Licensee agrees to lawfully conduct its activities on the premises so as not to endanger any person, and to indemnify and save completely harmless the Theatre against any and all claims for loss, injury or damage to persons, property (including claims of employees of the licensee) or any contractor or subcontractor including financial loss arising out of the activities of the Licensee or its agents, members or guests.

Insurance

The Licensee agrees to deposit with the Theatre, 14 days prior to the event, a copy of their commercial liability policy, or a certificate of insurance evidencing that comprehensive business liability insurance is in force, to cover all of the operations of the Licensee at the Orillia Opera House premises. Such policy, or certificate of insurance, shall provide coverage for not less than one million (\$1,000,000.00) Dollars inclusive liability and property damage limits and shall include as an additional insured the Corporation of the City of Orillia,

Cancellation

In the event that the Licensee cancels this agreement for whatever cause it will:

- a) Inform the public of such cancellation at the Licensee's expense, and
- b) Reimburse any amounts payable to ticket holders as a result of the cancellation; and the Theatre shall be entitled to retain the deposit paid by the licensee as compensation for any damages suffered by the Theatre, but this shall be in addition to any other remedies available to the Theatre arising from such cancellation including the right to claim damages in excess of the deposit amount.

Default

In the event that the Licensee is in default under any of the terms of this agreement the Theatre may terminate this agreement and exercise any rights and remedies which are available to it for breach of contract notwithstanding the termination of this agreement.

The Theatre shall at all times have access to the licensed premises for all reasonable purposes and nothing shall be construed as granting to the Licensee an exclusive right of possession or occupancy to the exclusion of the Theatre.

Upon termination of this agreement, the Licensee shall remove all of the Licensee's equipment, property, fixtures and any other items used by the Licensee during the term of the rental.



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General

- a) The Licensee shall not assign the agreement or any part of the premises without written consent of the Theatre.
- b) This agreement is governed by the laws of the Province of Ontario and the Corporation of the City of Orillia.
- c) The effective date of this agreement is the date that it is executed by the Theatre. This agreement shall have not force and effect until signed by the Theatre.
- d) The Rental Fee and Operating Procedure Manual are incorporated by reference into and form a part of this agreement which together constitute the entire Agreement between the parties which cannot be modified except by written instrument duly executed by both parties.
- e) It is the Licensee's responsibility to secure and pay for all licenses re: royalties and copyright fees.

Harmonized Sales Tax

The Theatre agrees to act as agent and collect HST on behalf of the Licensee. The Theatre will not be liable to remit tax or for any late payment or interest charged on late payments of the tax. The Licensee must declare its status and show its HST number or make a declaration stating that it is exempt.

HST # _____ -or- Exempt _____

This agreement shall bind the parties hereto, their successors, heirs, executors and administrator>

Signature of Licensee

Orillia Opera House General Manager

Date (Month/Day/Year)

Date (Month/Day/Year)