

ORILLIA OPERA HOUSE OPERATING PROCEDURES MANUAL

INTRODUCTION

Orillia Opera House is owned and operated by The Corporation of the City of Orillia and is a division of the Business Development, Culture and Tourism Department.

The Theatre is available for use to all individuals, organizations and corporations based on the terms and conditions laid out in the Operating Procedures Manual and LICENSE AGREEMENT. All LICENSEES and patrons will be responsible for compliance with all local, provincial and federal laws and policies, and all City of Orillia by-laws and regulations.

The Orillia Opera House, a division of the Business Development, Culture and Tourism Department, adheres to all obligations of the Federal and Provincial environmental requirements and provincial/municipal fire and safety standards.

The material contained in this Operating Procedures Manual is intended to serve as an adjunct and integral part of all LICENSES for the use of the THEATRE and as a guide for potential LICENSEES.

MANAGEMENT of the THEATRE may, by specific exception or amendment to the main body of the LICENSE, alter sections of the Operating Procedures Manual to better suit the needs of specific events. However, in the absence of written changes, all policies enumerated in the manual will be in full effect as stated.

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1. BUILDING HOURS AND SCHEDULING

1.1 BOOKING POLICY:

- 1.1.1 The ORILLIA OPERA HOUSE will maintain a template/master schedule of activities based on the calendar year. The schedule is available for booking two years in advance.
- 1.1.2 The Client is responsible for making contact with the ORILLIA OPERA HOUSE and reserving their desired dates.
- 1.1.3 All booking requests must be through the Theatre Manager
- 1.1.4 Bookings may be reserved two years in advance.
- 1.1.5 A date reserved is considered 'Tentative' until a deposit is received to 'Confirm' the booking.
- 1.1.6 Should another client wish to challenge a date that is tentatively booked, the original client has first right of refusal and must pay the designated deposit fee to confirm their booking or release it to the other client who in turn must produce the required deposit.
- 1.1.7 The ORILLIA OPERA HOUSE books and presents its own shows and will be respectful of traditional client schedules and other community events so as not to create programming competition.
- 1.1.8 Conditions

All Users/Clients must:

- Be in good financial standing with ORILLIA OPERA HOUSE.
- Return all necessary documentation in a timely manner complete with deposits as necessary. Failure to do so may result in loss of access and loss of place on master schedule. At any time additional payments may be requested by the ORILLIA OPERA HOUSE to cover the cost of expenses incurred on the client's behalf. If an event is cancelled by the client, deposits will be forfeited as liquidated damages.
- Have a signed rental agreement in place before advertising sales for their performances.
- For LICENSEES that do shows in block periods the THEATRE has the right to take over:
 - ✓ Dark days – (non performance day) without consent, subject to paying costs of taking out and restoring the show.
 - ✓ Rehearsal days – The THEATRE can take over a date if LICENSEE consents and agreement is reached on responsibility for costs.
 - ✓ Show Days – The THEATRE does not have the right to cancel any show day without consent to take advantage of a more lucrative opportunity.

1.2 LICENSES:

When a potential LICENSEE advises the THEATRE that a date is firm by returning the RENTAL AGREEMENT FORM and deposit, a LICENSEE AGREEMENT will be sent to the LICENSEE for execution. A signed copy of the LICENSE must be returned, to the ORILLIA OPERA HOUSE within the period of time specified in the LICENSE.

1.3 SIGNED CONTRACT FOR ACT:

- 1.3.1 The LICENSEE agrees to provide the THEATRE, at the time of executing the License Agreement, a copy of the contract rider between the LICENSEE and the Act to be presented (if

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any). This will ensure that performance requirements will be fulfilled, and that the THEATRE will be able to provide the best service possible to the performers.

- 1.3.2 Performance Contract – At the request of the THEATRE MANAGER, the LICENSEE shall produce any contract that it may have with an artist with regard to any question of copyright or other matter which the THEATRE MANAGER may deem necessary to determine that the LICENSEE has completed arrangements for the engagement.

1.4 OPENING HOURS FOR LOBBY:

The LICENSEE agrees that the FRONT of HOUSE MANAGER will have the right to open the main lobby and bar area of the THEATRE at least sixty (60) minutes before the advertised commencement of the event and to permit patrons to be seated at least thirty (30) minutes in advance of the advertised commencement of the event when it is RESERVED SEATING and sixty (60) minutes in advance of the advertised commencement of the event when it is GENERAL ADMISSION SEATING. At that time, all technical preparations, lighting, and sound checks, rehearsals and other activities will have been completed on the stage and in the THEATRE.

1.5 CURTAIN TIME:

The Licensee agrees to make every effort to begin the event within five minutes after the announced commencement time. The FRONT of HOUSE MANAGER of the THEATRE or their designate, at their discretion or when unforeseen circumstances dictate, will delay the start of the performance for a reasonable period of time to allow the majority of patrons to be seated. THEATRE MANAGEMENT reserves the right to delay seating of latecomers until the first suitable break in the performance.

1.6 LICENSEE REPRESENTATIVE:

The LICENSEE will provide to the THEATRE the name, address and phone number of the LICENSEE'S representative and designated alternate. This representative and/or alternate will be the sole person authorized to make decisions or to negotiate with staff of the THEATRE. This representative, who must be present at each performance, will then be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the staff of the THEATRE. This person cannot be the Stage Manager.

1.7 INTERMISSION:

For all programs lasting more than one hour, the LICENSEE will schedule and allow an intermission of not less than twenty (20) minutes and, for audiences larger than 500, an intermission of not less than thirty (30) minutes; subject to modification by the THEATRE MANAGER or his/her representative, when necessary due to unusual conditions. Any show that is more than seventy-five (75) minutes long and does not have an intermission may be charged an additional fee of \$100.00.

1.8 OPEN REHEARSALS:

Any rehearsal attended by more than ten (10) non-production personnel will be considered a performance and the THEATRE MANAGER must be advised ten (10) days in advance in order to provide adequate staffing. The cost of these services will be borne by the LICENSEE.

1.9 THEATRE AS SUPPLIED:

- 1.9.1 The THEATRE will be made available to the LICENSEE with ordinary auditorium lighting, heating and air conditioning, subject to equipment breakdown. The basic theatrical stage lighting system

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will be available, subject to equipment breakdown, for the LICENSEE to use during their rental of the THEATRE at no additional charge. The auditorium stage sound system is available, subject to equipment breakdown, at an additional charge. Any additional equipment required by the LICENSEE for the engagement is strictly the responsibility of the LICENSEE.

- 1.9.2 Building Cleanliness – The THEATRE and required dressing room space will be supplied in a reasonable state of cleanliness at the beginning of the rental period. If the THEATRE is left in an unsatisfactory condition, in the sole opinion of the THEATRE MANAGER, the LICENSEE shall be responsible for all additional cleaning costs incurred.
- 1.9.3 Building Alterations – There will be no alterations to the THEATRE without written approval of the THEATRE MANAGER.
- 1.9.4 Building Damage – Any damage inflicted on the THEATRE building or its equipment, however caused, will be paid for by the LICENSEE. For safety considerations all equipment brought into the THEATRE including stage sets, decorations, attachments in the premises and surrounding areas shall be subject to the approval of the THEATRE MANAGER or his/her designate. All sets must be treated with a fire retardant (see Section 7.3). All electrical equipment must be approved. (see Section 2.9).
- 1.9.5 Building Overtime – The standard daily rental period is (8) consecutive hours. Where a rental period is for a consecutive extended period of more than two days, the rental period will be deemed to end at the conclusion of the last scheduled performance. The rental period starts when the LICENSEE or his group enters the THEATRE or set up is started on the LICENSEE'S behalf. The rental period ends when:
- All stage equipment has been put away and
 - All lighting that has been adapted for the LICENSEE'S specific show is reset to the standard and
 - The stage and rehearsal hall floor have been swept and/or mopped and
 - The LICENSEE'S group has vacated the building and
 - The THEATRE BUILDING is locked and a security check is completed

The LICENSEE is encouraged to remain and assist with the take down of the show in order to keep staff and building overtime charges (if any) to a minimum. The rental day includes time taken for meals and times when the LICENSEE may not be in the building.

1.10 FINANCIAL SETTLEMENT:

Any money owed to the LICENSEE at the conclusion of the event will be calculated within a few working days after the event. This money will be returned to the LICENSEE by the THEATRE with a full accounting of charges made by the THEATRE. The THEATRE will endeavor to process this as quickly as possible and final settlement will usually be available within 15 working days after the event.

When money is owed to the THEATRE at the conclusion of an event, an invoice for the balance owed will be issued to the LICENSEE. Any money owing to the THEATRE will be due NET 30 DAYS from the issue date of the invoice. A full accounting of charges made by the THEATRE will accompany the invoice.

1.11 DEPOSITS FOR THE USE OF THE THEATRE:

The THEATRE requires a non-refundable deposit from the LICENSEE upon booking. This deposit will be credited toward the final settlement issued by the THEATRE to the LICENSEE. An additional deposit from the LICENSEE may be required by the THEATRE if the anticipated

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costs of the THEATRE rental are higher than the anticipated revenue from ticket sales at the THEATRE box office. Failure by the LICENSEE to pay the additional deposit may result in the cancellation of the LICENSE and the forfeiting of the initial deposit as liquidated damages.

2 TECHNICAL FACILITIES AND EQUIPMENT

2.1 TECHNICAL INFORMATION:

Technical information will be sent to the LICENSEE if requested. This information includes lighting, audio and stage equipment lists, scale drawings of the stage and lighting grid, and the house light plot.

2.2 SITE VISITS:

Site visits to view the THEATRE and the technical equipment can be arranged by appointment, during normal business hours, with the THEATRE.

2.3 LICENSEE QUESTIONNAIRE:

A technical/renter questionnaire will be sent to the LICENSEE along with the LICENSE AGREEMENT for the use of the THEATRE. The questionnaire must be returned to the THEATRE, fully completed, no later than thirty (30) days prior to the event. If the THEATRE staff have any questions regarding the completed questionnaire, the LICENSEE or designate will be contacted. If requested, the LICENSEE will be contacted prior to the event with an estimate of the production costs for the event.

2.4 ADDITIONAL CHARGES FOR SPECIAL EQUIPMENT:

Some technical equipment used by the LICENSEE may have additional charges associated with its use. Additional charges are levied either because these items have a short life span and must be replaced frequently at an expense to the THEATRE, or they have high maintenance costs associated with them, or they consume products (batteries, fog juice) in their use. These items can include: gobos/patterns for lights, wireless microphones, fog machines, special effects and piano tuning.

2.5 BACKSTAGE SUPERVISION:

The LICENSEE will provide an adequate number of people to run their performance, set up, take down, or rehearse in a safe and efficient manner. The LICENSEE will provide a Stage Manager/Production Manager. The designated Stage Manager/Production Manager will be responsible for the supervision of the LICENSEE'S activities backstage. The Stage manager/Production Manager is also responsible for the sign in/out sheets as per the Fire Safety Plan. The Stage Manager/Production Manager should not be a person involved in performing in the event on stage; they should be exclusively available for the Stage Management of the event.

If the LICENSEE cannot provide such a Stage Manager/Production Manager, the THEATRE may, at its option, provide a Stage Manager or additional personnel to supervise the LICENSEE'S activities backstage. The cost of this Stage Manager will be borne by the LICENSEE.

The Technical Director or his/her designate will, at all times, be in charge of all activities and equipment on stage, in the technical areas, and in the backstage areas.

The LICENSEE shall be responsible for all of its personal property in the building including all backstage areas.

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No one is permitted in restricted and technical areas of the THEATRE (lighting grid, box booms, or control booth) unless specifically authorized by the supervising technician.

2.6 TECHNICAL STAFF BREAKS:

A one hour meal break for lunch and/or dinner for all technical staff will be required. Schedule to be determined by the Technical Director. A meal break must be implemented after a maximum of five working hours.

- Calls starting at or after 12.00 noon Do Not need a scheduled lunch break.
- Calls starting at or after 5.00 p.m. Do Not need a scheduled dinner break.
- Calls ending at or before 1:00 p.m. Do Not need a scheduled lunch break.
- Calls ending at or before 5:00 p.m. Do Not need a scheduled dinner break.

The LICENSEE is not charged for the technician's time during a full hour meal break.

If a meal break is missed, the LICENSEE will be charged a meal allowance up to a maximum of \$35.00 for each technician. Technicians will be paid their regular rate during this time and be given a minimum thirty minute uninterrupted break to eat. The surcharges will also apply if the LICENSEE does not vacate the auditorium and or studio theatre during the meal break period.

The LICENSEE may stagger the technician's meal breaks, breaking part of the staff for an hour and the rest of the staff thereafter, if agreed prior to event. This would allow the LICENSEE to remain in the auditorium and/or studio theatre through the meal break times.

2.7 BACKSTAGE POLICIES:

- 2.7.1 All of the LICENSEE'S effects must be removed from the building at the termination of the rental period, unless special arrangements are made with the Technical Director. If effects are not removed, they will be removed at the owner's expense. All technical aspects of events conducted at the THEATRE are subject to the supervision and approval of the Technical Director or his/her designate. At the discretion of the Technical Director or his/her designate, any technical person who is deemed incapable of safely performing his/her duties may be replaced. In such a situation, the Technical Director may substitute a crew member from the THEATRE staff at the expense of the LICENSEE.
- 2.7.2 Painting is not permitted in the THEATRE except in the loading dock and work shop area. Appropriate drop cloths must be used to protect the floor. Painting a texture or pattern on the stage floor will be permitted as long as the LICENSEE returns the stage to it original state.
- 2.7.3 The stage floor must be protected at all times from sharp objects that may scratch, cut, or damage the floor in any way.
- 2.7.4 All exit doors and hallways must be kept free and clear of any obstructions at all times.
- 2.7.5 No costumes, properties, etc. are to be hung from the fire equipment, emergency lighting fixtures or backstage equipment at any time.
- 2.7.6 Food and drinks are not permitted in the auditorium, catwalk or backstage area aside from bottled water.
- 2.7.7 Nothing may be attached to the stage drapes. This includes anything that may be pinned or taped to the curtains.

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- 2.7.8 There will be no “tours” of the THEATRE, backstage or any of the technical areas without the authorization of the THEATRE.

Audience members will not be permitted to go on the stage or into the backstage area after a performance. Guests of the performers can be greeted in the lobby or at the stage door (accessed via the parking lot door) after a performance.

- 2.7.9 The written procedures for conduct of all personnel in the lighting grid will be strictly adhered to by all crew; both Theatre staff and the LICENSEE’S personnel.

2.8 ADDITIONAL EQUIPMENT:

Audio-visual equipment, including VCR/DVD and TV monitors, flip charts, video projector, easels or other equipment may be arranged for through the Theatre Manager or Technical Director.

2.9 ELECTRICAL EQUIPMENT:

- 2.9.1 All electrical equipment used in the THEATRE must be CSA/U/L, or Ontario Hydro Approved.

- 2.9.2 In the event that the standard electrical connections provided by the THEATRE are not sufficient for the LICENSEE’S purposes, the LICENSEE will inform the THEATRE that additional electrical connections are required. The THEATRE may require the LICENSEE to retain a qualified electrician which will be selected by the THEATRE to do all work involved in the connection or disconnection of electrical equipment. The costs of these electrical services will be borne by the LICENSEE.

- 2.9.3 If the THEATRE determines that any piece of electrical equipment brought into the THEATRE is damaged, impaired or otherwise deficient so as to create a potentially dangerous situation, the THEATRE may refuse to let it be used in the building.

2.10 PYROTECHNICS:

No pyrotechnical effects are permitted in the THEATRE. **NO EXCEPTIONS.**

2.11 RIGGING:

The rigging of signs, set pieces, etc. will be executed or supervised only by the THEATRE technicians. This includes items that are dead hung and items that are rigged to ‘fly’.

2.12 PIANO USE:

- 2.12.1 Movement of the pianos is strictly limited to the stage and Opera House rehearsal hall area. At all times that the pianos are being moved, a THEATRE staff member must be part of the moving crew. Relocation of the pianos to other areas of the building must be approved by the THEATRE; the moving must be done by professional, insured piano movers only.

- 2.12.2 Piano tuning must be arranged through the THEATRE. Only tuners approved and hired by the THEATRE are permitted to tune and repair the instruments.

- 2.12.3 The pianos are to be used only as instruments, not as stage props. (Users may bring in their own pianos for such uses.) The THEATRE reserves the right to restrict the use of the pianos at any time.

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2.12.4 Any damage suffered by the pianos during their use by the LICENSEE will be paid for by the LICENSEE. The pianos will be inspected by the supervising technician prior to and following each use.

3 BUILDING PERSONNEL

3.1 STAGE CREW:

3.1.1 Events scheduled to take place in the THEATRE will utilize the services of professional Technical personnel. A technician/technical supervisor is required to be in the building at all times when the building is being used by a group. After examining the event's requirements, the THEATRE'S Technical Director or her/his designate will determine the number of technical personnel required and will make the arrangements for all necessary personnel for move in, set up, rehearsal, performance and move out calls. The LICENSEE will be charged the established rate for these technicians. In the event that the LICENSEE does not provide adequate information, well enough in advance, the Theatre Manager will provide as much crew as is deemed necessary for the event. The minimum call will be charged for all scheduled crew members if crew is cancelled with less than three (3) days (72 hours) notice of the scheduled call.

3.1.2 Local arts and community organizations, which are largely or wholly amateur in their nature, will be encouraged to supply volunteers to work with the full-time technical staff of the THEATRE. Such organizations may provide volunteers subject to considerations of technical competence and safety as determined by the Technical Director. The Technical Director will have sole authority in the direction of volunteer crews. The MANAGEMENT of the THEATRE reserves the right to forbid or restrict the employment of any individual or organizations as part of the stage crew if the MANAGEMENT determines, in its sole discretion, that damage to the property of the THEATRE might result from such employment, the safety of the building or people may be threatened, or if said individual or organization has previously demonstrated an unwillingness or inability to abide by the policies and procedures of the THEATRE.

3.2 USHERS:

Events scheduled to take place in the THEATRE shall utilize the services of the THEATRE'S ushers. The cost of these services will be borne by the LICENSEE as part of the rental fee. The theatre will provide sufficient usher(s).

3.3 FRONT of HOUSE MANAGER:

For all events at the THEATRE that have an audience, a FRONT of HOUSE MANAGER is required to supervise the event. The FRONT of HOUSE MANAGER is responsible for the safety of the audience, the ushers, and concession/bar. The FRONT of HOUSE MANAGER also deals with any safety concerns, ticketing or customer problems at the time of the performance. The FRONT of HOUSE MANAGER is present one and one half hours prior to curtain time, and remains until the entire audience has left the building and the front of the building is locked. The THEATRE will have the facility, including the bar area open one hour prior to the show.

3.4 SECURITY:

3.4.1 The THEATRE and premises, including keys thereto, will at all times be under the control of the Theatre Manager. The Theatre Manager or other duly authorized Manager or representatives of the THEATRE will have the right to enter the THEATRE at all times during the period covered by the LICENSE. The entrances and exits of the THEATRE will be locked and unlocked at such times as may be required for the LICENSEE'S use of the THEATRE.

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3.4.2 THEATRE security will at all times be under the control of the THEATRE MANAGEMENT. The THEATRE MANAGEMENT will arrange, and the LICENSEE will pay for, all security that is deemed necessary by THEATRE MANAGEMENT for the proper conduct of stage and backstage activity and control of the audience. Special circumstances may dictate, at the discretion of the THEATRE MANAGEMENT, that more security personnel may be required. The cost of security services will be borne by the LICENSEE.

3.4.3 The presence of security personnel does not in any way waive the LICENSEE'S responsibility to pay for damages to the property of the THEATRE.

4 CATERING

4.1 AUTHORIZED CATERERS:

All food services must be supplied by a caterer arranged through or authorized by the THEATRE for food served to the public at receptions. Donated and or homemade food or beverages are not allowed to be served to the public.

4.2 SERVICE AND MEAL SELECTION:

If the Theatre is coordinating catering, the menu selection and service requirements must be supplied to the FRONT of HOUSE MANAGER'S Office six (6) days in advance of the scheduled event.

4.3 CATERING CHARGES AND PAYMENT:

Catering charges are based on menu selection and are calculated on a price per head by the CATERER. This is in addition to the flat rental charge of either the Green Room or combination of Studio Theatre/Green Room. A fee of 10% of bill will be added to the catering bill.

For receptions immediately following a performance or event in the Opera House, there is no additional cost for rental of the Green Room. The catering charges will be calculated on a price per head, plus 10% and listed separately on the LICENSEE'S settlement sheet as a part of the rental expenses.

5 ANCILLARY ACTIVITIES AND SERVICES:

5.1 CONCESSION SALES IN LOBBY:

The THEATRE will have the exclusive right, at all times and whenever it desires, to sell or distribute any or all merchandise, food, beverages, and services during each engagement. The LICENSEE will not distribute or sell any merchandise, without prior authorization. The payment of a commission on gross sale is subject to all applicable municipal, provincial and federal taxes, if any. Payment of this commission and tax to the THEATRE is the responsibility of the LICENSEE and must be completed at the end of each engagement.

5.2 EVENT PROGRAMS:

All programs prepared by the LICENSEE for distribution to the patrons of the LICENSEE shall have printed in a conspicuous place in such program the name of the ORILLIA OPERA HOUSE.

Should this information be omitted by the LICENSEE, the THEATRE may insert this information into the LICENSEE'S house program at the LICENSEE'S expense. If the LICENSEE wants inserts placed in their programs a fee of \$10 per performance based on the number of performances will be charged. The THEATRE retains the right to insert promotional material for

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upcoming events into any program distributed within the THEATRE. The THEATRE retains the right to approve all event programs to be distributed at the THEATRE.

5.3 BOX OFFICE

- 5.3.1 The THEATRE will operate a full time Box Office within the THEATRE which will be open Tuesday through Friday from November to April and Monday to Sunday from May to October. Present hours are 11 a.m. to 3 p.m., and two hours prior to curtain time on performance days. These hours are subject to change. Tickets may be exchanged (sorry no refunds) at a charge of \$2.00 per ticket up to 48 hours prior to the performance date. Everyone must have a ticket to enter the theatre. No 'babes in arms' allowed. All tickets must be Opera House ticket stock. No one is allowed to sell tickets anywhere on the premises.

CANCELLATION OF SHOW ONCE TICKETS HAVE BEEN SOLD:

In the event that the LICENSEE cancels the Agreement (the show) it will:

- Forfeit the deposited amount as liquidated damages to the CITY;
- Inform the public of such cancellation at the LICENSEE'S expense; and
- Reimburse any amounts payable to ticket holders as a result of the cancellation.

CREDIT CARDS:

The LICENSEE will be charged the current credit card rate on their settlement sheets. This is not to be charged to patrons within ticket price.

HANDLING CHARGES:

Box Office handling charges are \$1.50 per ticket for any payment method. Tickets ordered online will be subject to a \$1.13 online charge per ticket paid for by the patron.

SEAT LEVY:

A \$1.50 seat levy will apply to all events at the THEATRE for all tickets over \$10.00, charged to the patron.

- 5.3.2 The LICENSEE must provide the THEATRE MANAGER with the name of one (1) authorized person as contact for the box office. The LICENSEE will provide the name, address and phone number of the LICENSEE'S representative and a designated alternate. This representative will then be the sole person authorized to deal with the THEATRE MANAGER or BOX OFFICE STAFF OR FRONT OF HOUSE MANAGER.
- 5.3.3 Communications between the contact person and the THEATRE MANAGER must be written whenever possible. No verbal messages are to be given to the box office personnel. No requests for audit reports on the show are to be made at the box office window. Requests for information, including the number of tickets sold, should be made through the Box Office by email.
- 5.3.4 The LICENSEE is encouraged to provide a description of the performance to enable Box Office staff to better inform the public about the LICENSEE'S event. Such description should include length of acts or sections, plot synopsis, specific musical works, some biographical information on the artist(s), number and length of intermissions and when they occur, time of final curtain, special sight line or acoustical variations, etc. or any other information, which in the LICENSEE'S judgment, a patron typically might wish to know about an event.
- 5.3.5 The LICENSEE agrees that the THEATRE will collect the amount due, pursuant to the terms of the LICENSE, out of the receipts, if any, from the sales of tickets or subscriptions at the Box Office of the THEATRE.

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- 5.3.6 **TICKET ALLOTMENT FOR THEATRE USE:** The THEATRE will reserve eight (8) house seats for each performance without charge to the THEATRE.
- 5.3.7 Sold tickets will be held at the THEATRE'S box office for pick up during box office hours or the day of performance prior to curtain time.
- 5.3.8 **COMPLIMENTARY TICKETS:** The THEATRE reserves the right to monitor the use, number and distribution of complimentary tickets by the LICENSEE. The THEATRE'S ticket handling charge will be levied for every complimentary ticket over thirty (30) produced per performance.
- 5.3.9 The THEATRE will supply its own ticket stock and ticket envelopes (optional) for all tickets sold through the THEATRE'S Box Office. The THEATRE may choose to place advertisements on the ticket stock and the ticket envelopes.

5.4 BAR SERVICES:

The THEATRE will, at its option, open and run the bar in the lobby for the benefit and use of the patrons of events held at the THEATRE. The LICENSEE will pay the THEATRE \$75.00 if the LICENSEE requests that the bar be open on occasions when the FRONT of MANAGER feels there would be insufficient revenue to warrant opening.

6 PROMOTION OF EVENTS

6.1 ADVERTISING AND PROMOTIONS:

6.1.1 All advertising and promotions for engagements will be by the LICENSEE at the LICENSEE'S sole cost and expense. The LICENSEE will make every effort to make the THEATRE aware of the material to be distributed. At the discretion of the THEATRE, the LICENSEE will not distribute or circulate, or permit to be circulated or distributed, any advertising material at the entrance to, or in or about any part of the THEATRE, except such advertising as may pertain to the immediate attraction for which the LICENSE is granted.

6.1.2 **CORRECT ADVERTISING COPY:** The LICENSEE agrees that all advertising (newspaper, radio, television, posters, heralds, flyers, brochures, etc.) will contain the following information:

- the correct name of the presenting agency or organization,
- the correct name of the THEATRE (ORILLIA OPERA HOUSE),
- the correct box office phone number
- the correct date(s) and time(s) of event.

If the ticket price is included in advertising copy, price(s) stated must show seat levy charge, handling fee and HST where applicable.

6.1.3 The LICENSEE agrees to withhold all publicity and promotion of LICENSEE'S event until a date is established in conjunction with the THEATRE MANAGEMENT for commencing ticket sales and all publicity and promotion can indicate such date. Failure to designate to the THEATRE the specific date that tickets are to go on sale may result in additional charges for the THEATRE'S box office services.

6.1.4 Advertising and promotion consultation may be discussed with the Theatre Manager as time permits.

6.1.5 The name "ORILLIA OPERA HOUSE" can only be used as set out in this LICENSE, namely, as the venue for the event.

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6.2 EQUIPMENT, SIGNS AND POSTERS:

The LICENSEE will not do, or permit to be done, anything that will possibly damage, mar or in any manner deface the property of the THEATRE, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks or screws into any part of the THEATRE building, and will not make, or allow to be made, any lacerations of whatsoever kind to said building or any equipment or facilities thereof. The LICENSEE will not post or exhibit or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the THEATRE, except upon the regular areas provided for such purpose by the THEATRE and as it relates to the performance or exhibition to be given in the THEATRE under this LICENSE. The LICENSEE must obtain prior permission from the THEATRE MANAGEMENT before exhibiting or hanging any of the above signs etc. The THEATRE reserves the right to reject materials that do not conform to fire regulations (e.g. non-flame proofed banners).

6.3 PUBLICITY SERVICES:

The THEATRE will attempt to make available the following:

- space in the brochure rack in the outer lobby, and
- space in the outer lobby to set up a display during the event.

If the THEATRE does not sell tickets to the LICENSEE'S event, the event will not be advertised by the THEATRE, be listed in the coming events flyer, or on the THEATRE'S web page. Events advertised by the THEATRE will be listed in chronological order of event, and limited to space restrictions.

All of these items will pertain to events being held at ORILLIA OPERA HOUSE.

It would also be helpful if the LICENSEE submits to the THEATRE the following information in writing:

- the title of the event,
- a brief description of the event',
- price of tickets for the event, and
- the anticipated length of the performance.

This information would be circulated and would allow the box office staff to answer telephone inquiries regarding the event.

7 GENERAL POLICIES

7.1 OBSTRUCTIONS:

No portions of the sidewalks, entries, passages, vestibules, halls or ways of access to public utilities of the THEATRE will be obstructed by the LICENSEE, or caused or permitted to be used for any purpose other than ingress and egress to and from the THEATRE. The doors, stairways or openings that reflect or admit light into any portion of the THEATRE, including hallways, corridors and passageways, also radiators and house lighting fixtures, will in no way be obstructed by the LICENSEE. Fire exits and aisles in the auditorium seating area of the THEATRE must be kept clear of obstructions at all times. No equipment may be set up in the aisles (e.g. video cameras).

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7.2 LOST ARTICLES:

7.2.1 The MANAGER of the THEATRE or his/her representative will have the sole right to collect, to have custody of and to dispose of articles left in the building by persons attending any performance, exhibition or entertainment presented in the THEATRE. The LICENSEE and any other persons the LICENSEE'S employs or is under his/her control, will not collect nor interfere with the collection or custody of such articles. Articles left will be held for thirty (30) days. LOST AND FOUND: Please call the BOX OFFICE.

7.2.2 Where lost articles can readily be identified to be the property of the LICENSEE, his employee, or others under his/her control, THEATRE MANAGEMENT will make every effort to return articles to the rightful owner, but will not be responsible for incurring any cost for shipping said articles to the owner.

7.3 FLAMMABLE MATERIALS:

7.3.1 No flammable materials such as bunting, tissue paper, crepe paper, banners, latex balloons etc. will be permitted to be used for decorations in the THEATRE. All materials used for sets, props and stage decoration must be treated with flame proofing. Bunting can be used if it is fire proofed.

7.3.2 Open flames in any area of the THEATRE are strictly prohibited, regardless of how they are fuelled (e.g. candles), unless approved by the Municipal Fire Inspector. (As per The Ontario Fire Code, section 2,4.4, 1 (1).)

7.3.3 Styrofoam use in the THEATRE is not permitted. If you are planning to use it as a scenic element, please consult the TECHNICAL DIRECTOR.

7.4 STORAGE:

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the THEATRE, either prior to, during, or subsequent to the use of the THEATRE by the LICENSEE, the THEATRE and its officers, agents and employees shall act solely for the accommodation of the LICENSEE; and the THEATRE and its officers, agents or employees, will not be liable for any loss, damage or injury to such property. Any storage of the LICENSEE'S property prior to or following the contract is not permitted unless special arrangements are made with the THEATRE. A cost will be charged to the LICENSEE to be determined by the THEATRE for such storage.

7.5 BROADCASTING, VIDEO AND SOUND RECORDING:

7.5.1 No performance or event presented in the THEATRE may be broadcast, video taped, recorded, photographed or otherwise reproduced without the consent of the THEATRE MANAGER. When any event is broadcast or recorded for later broadcast, the LICENSEE will ensure that the THEATRE receives proper audio and video credit as deemed appropriate by the THEATRE MANAGEMENT. The use of recording or photographic devices during a performance is prohibited unless authorization has been given by the artist. THEATRE MANAGEMENT will confiscate such devices and hold these until the conclusion of the performance.

7.5.2 Royalties and Copyright Clearance – It is the LICENSEE'S responsibility to secure and pay for all licenses required by law regarding:

- the use of copyright material for public performance (music and plays);
- the audio recording of any copyright material; and
- the video recording of any copyright material including the “marrying” of visual images with existing audio material.

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The THEATRE shall not be held liable for any infringements of copyright laws, however caused. The LICENSEE shall bear the sole responsibility for adherence to all intellectual property laws.

Public performance rights for music can be secured through:
SOCIETY OF COMPOSERS, AUTHORS AND MUSIC PUBLISHERS OF CANADA (SOCAN) 41
Valleybrook Drive, Don Mills, Ontario M3B 2S6 - 416-445-8700.

Public performance rights for plays can be secured through the play's publisher.

The rights to make an audio or video recording can be secured through:
CANADIAN MECHANICAL RIGHTS REPRODUCTION ASSOCIATION (CMRRA) 56 Wellesley
St. West, Suite 320, Toronto, Ontario M5S 2S3 – 416-926-1966.

The THEATRE MANAGER will have the right to require the LICENSEE to furnish evidence that such licenses have been obtained before such activities may commence.

7.5.3 **REPRODUCTION AND SALE OF ITEMS PRODUCED AT ORILLA OPERA HOUSE:** No reproduction of any kind, whether by radio, broadcasting, television, filming, photographing, taping, sound recording or otherwise, will be permitted without the prior consent of the THEATRE. An additional charge may be charged by the THEATRE, and paid for by the LICENSEE, for any such reproduction (i.e. tapes of dance recitals sold to parents) in respect of each engagement for which consent is granted. The name 'ORILLIA OPERA HOUSE' must appear on all such reproductions.

7.6 SMOKING:

Smoking in the THEATRE is not permitted in any areas. ORILLIA OPERA HOUSE is designated as a non-smoking building by the City of Orillia (By-law)

7.7 FOOD AND BEVERAGES:

Food and beverages may or may not be allowed in the THEATRE AUDITORIUM AND OR STUDIO THEATRE seating and backstage, aside from bottled water. See Front of House Manager for further clarification.

7.8 **LOADING ENTRANCE:** All articles, exhibits, fixtures materials, displays, etc. will be brought into or out of the building only at such entrances as may be designated by the THEATRE MANAGER or his/her designate.

LICENSEES cannot load in the north parking lot door while the Orillia Farmers Market is in progress. Normal hours of operations are 6:30 a.m. – 1:30 p.m. on Saturdays.

7.9 STAGE ENTRANCE:

The THEATRE stage entrance for the THEATRE is located at the north side of the building off the parking lot.

7.10 AUDITORIUM SEATING AREA:

The intent of this article is to avoid situations where it becomes necessary to re-clean the THEATRE after it has been made ready for a performance, and further to protect carpeting and seat upholstery from unnecessary wear and spoilage associated with individuals in working clothes and to ensure that the THEATRE seats are not used as a storage place for coats, props,

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musical instrument cases, etc.

The use of the THEATRE seating area is restricted to those people in possession of tickets. During rehearsals, performances, set up and take down periods, the LICENSEE'S personnel and invited guests should restrict their activities to the stage, backstage, dressing rooms, and green room. Where it is necessary to view a rehearsal from an audience vantage point, (i.e. parents viewing children's dance recital rehearsals) provisions can be made with the THEATRE MANAGER or his/her designate for a limited number of people to be accommodated in the seating area for this purpose. If necessary the THEATRE will hire additional staff to supervise this arrangement. All costs to be borne by the LICENSEE.

The maximum seating capacity of the LIGHTFOOT AUDITORIUM is seven hundred (700). The maximum seating capacity for the STUDIO THEATRE is one hundred (100). This is the maximum number of people that may be accommodated at one time in the THEATRE seating areas. No one may sit in the aisles or on the stairs in the AUDITORIUM or STUDIO THEATRE. All people in the AUDITORIUM and STUDIO THEATRE must have a valid ticket for the event, including infants.

For clients wishing to have those seats closer to the stage as a higher price than those located in the rest of the theatre, the Opera House has designated Rows A through to Row G (164 seats) as the chosen seating plan. This will allow the client to choose a different seating price in this area (usually a higher price) than in the rest of the LIGHTFOOT AUDITORIUM. NO other variation will be allowed. This option is NOT available in the STUDIO THEATRE.

7.11 USE OF SUPPORT PERSONS & ANIMALS

SUPPORT PERSONS

- Persons with disabilities are permitted to be accompanied by their Support Person in areas/premises owned or operated by the Orillia Opera House that are open to customers/clients.
- All customers/clients entering the Orillia Opera House, including those acting as a Support Person, are required to hold a valid ticket. Tickets for a Support Person are subject to standard event pricing.
- The Orillia Opera House may deem it necessary to require a Support Person for a person with a Disability in order to protect the health and safety of that person or of others on the premises. This will only occur after consultation with the person with a Disability and when it is the only means to allow the person with a Disability to access the Orillia Opera House's goods or services.

SERVICE ANIMALS

- Persons with disabilities are permitted to be accompanied by their Service Animal and keep that animal with them in areas that are open to the public, when accessing goods or services provided by the Orillia Opera House, unless otherwise prohibited by law.
- In the event that a Service Animal is prohibited from the premises, the Orillia Opera House will ensure that other measures are available to enable the person with a Disability to obtain, use or benefit from the Opera House's goods or services.
- Service animals must be supervised by their owners and kept in control when used to access the Orillia Opera House's goods or services.

7.12 OBJECTIONABLE PERSONS:

- 7.12.1 The THEATRE MANAGER reserves the right to eject or cause to be ejected from the THEATRE any objectionable person or persons; and neither the THEATRE nor any of its officers, agents, or

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employees shall be liable to the LICENSEE for any damages that may be sustained by the LICENSEE through the THEATRE MANAGER'S exercise of such right.

7.12.2 The term "objectionable persons" shall include those persons who by virtue of disorderly conduct, intoxication, disruptive behaviour, violation of building policy, municipal, provincial or federal law, make the proper conduct of business, an event, or the enjoyment by others of that event, difficult or impossible.

7.13 DANGEROUS PERFORMANCE:

If in the sole opinion of the THEATRE MANAGER or his/her designate, the performance, performers or audience attracted by the said performance is considered to be of any physical threat or danger, to the property of the THEATRE or audience members of the THEATRE, the LICENSEE will:

Reimburse the THEATRE the full amount paid for any security personnel that will be required for the performance. The number of security persons required will be decided by the THEATRE MANAGER. If requested, stop the performance or the part of the performance that is deemed to be dangerous.

Failure to comply with the above-mentioned conditions is considered a violation of the LICENSE and will result in the immediate cancellation of the performance.

7.14 COMPLIANCE WITH LAWS:

The LICENSEE will comply with all laws of Canada, the Province of Ontario, and all by-laws and regulations of the City of Orillia; and the LICENSEE will not do anything on the property of the THEATRE that violates any laws, by-laws, rules or regulations. The licensed premises shall not be used for any illegal, indecent or immoral purposes.

7.15 RIGHT TO ALTER OPERATING PROCEDURES MANUAL:

At his/her discretion, the THEATRE MANAGER may change, alter, amend or cancel any part or all of the articles and/or sections of the Operating Procedures Manual at any time and from time to time as it affects an individual LICENSE.

7.16 SCHEDULE OF RENTAL RATES AND CHARGES:

A current schedule of rental charges for space, equipment, personnel, and services will be available upon request from the THEATRE.

7.17 REFUSAL TO LICENSE:

The THEATRE MANAGER may refuse to rent the facility for any event, activity or performance if he/she reasonably determines that the event, activity or performance, or the audience response to the event, activity or performance, will cause physical damage or unusual risk of damage to the THEATRE. In addition, any history or lack of financial reliability or previous failure to comply with the Operating Procedures Manual may result in a refusal to rent the THEATRE.

7.18 INSURANCE:

The LICENSEE is required to secure insurance to cover its liability during use of the THEATRE. This insurance should provide satisfactory coverage for:

- liability for the actions of members of the LICENSEE'S group;

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- liability for any damage that may be sustained as a result of any equipment or other materials brought into the THEATRE by the LICENSEE;
- any damage or loss of personal property or equipment by the LICENSEE;
- any damage to the THEATRE or its patrons, however caused by the LICENSEE.

A certificate of proof of insurance must be supplied by the LICENSEE to the CITY upon request. The LICENSEE will be asked to sign a "Letter of Indemnity" for the CITY with regards to certain activities undertaken at the THEATRE. This letter will also require the LICENSEE to purchase additional insurance naming the Corporation of CITY OF ORILLIA and the Orillia Opera House as additional insured.

7.19 SOUND PRESSURE LEVELS:

Sound pressure levels in the auditorium may not exceed the guidelines set out by the Ontario Ministry of Labour – Safety Guidelines for the Live Performance Industry in Ontario (as amended). If sound pressure levels are felt to be exceeding these levels, the THEATRE staff will measure the levels utilizing the THEATRE'S equipment. If the sound pressure levels exceed an acceptable level, the LICENSEE will be advised immediately to lower the sound pressure levels. If this is not done, the performance may be stopped. (see section 7.12 – Dangerous Performance).

7.20 OUTSIDE CONTRACTORS:

All companies or individuals hired by the LICENSEE to perform services for the LICENSEE in the ORILLIA OPERA HOUSE are subject to the approval and acceptance of the THEATRE MANAGER, which may not be unreasonably withheld. These companies and individuals may include, but are not limited to: lighting and audio companies, video companies, photographers, food caterers etc.

The THEATRE MANAGER, in his/her sole and absolute discretion, reserves the right to forbid or restrict the access of any individual or organization to the THEATRE. Without limiting the generality of the foregoing, the THEATRE MANAGER'S decision may be based on his/her sole and absolute determination that damage to property might result from permitting such companies or individuals access, or if such individuals or organizations have previously demonstrated an unwillingness or inability to abide by the policies and procedures of the THEATRE.

8 PARKING LOT/GROUNDS USE

8.1 PARKING LOT/GROUNDS USE:

The parking lot and the grounds surrounding the THEATRE remain the property of the CORPORATION OF THE CITY OF ORILLIA and may be used only for purposes sanctioned by the THEATRE. Parking areas blocked off will be made available to the LICENSEE. Parking spaces in adjoining parking lots may be used only when prior permission is sought. The THEATRE will make these arrangements if requested by the LICENSEE. The THEATRE makes no guarantee of the number of spaces available at any given time for use by the LICENSEE.

Illegally parked cars in the CITY owned parking lot may be tagged and/or towed at the owner's expense.

The LICENSEE and patrons shall keep the roadway around the THEATRE clear at all times for the passage of the THEATRE'S staff and patrons as well as for emergency vehicles. No emergency exit doors shall be blocked in any manner.

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8.2 BASIC CONDITIONS OF USE:

8.2.1 LICENSEES shall completely indemnify and save harmless the THEATRE and the CITY OF ORILLIA and shall provide proof of separate public liability insurance (at a minimum coverage per incident of two million (\$2,500,000 dollars).

8.2.2 LICENSEES shall remove all material and debris from the parking area and grounds immediately following the event.

8.3 LIMITATIONS:

8.3.1 The THEATRE'S MANAGEMENT may refuse to make the requested areas available if the proposed use interferes with the THEATRE'S normal business or is deemed hazardous, unsafe or objectionable.

8.3.2 If the THEATRE'S MANAGEMENT considers it appropriate to assign security staff to supervise the event, such costs shall be charged to the LICENSEE.

8.3.3 The operation of concessions in association with the event shall be prohibited unless permission is provided by the THEATRE'S MANAGEMENT. The THEATRE shall receive a commission of 10% on gross sales for approved concession operations.