

Orillia Opera House Operating Procedures

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Introduction

The Orillia Opera House (the “THEATRE”) is owned and operated by The Corporation of the City of Orillia and functions as a division of the Business Development, Tourism and Modernization Department.

The THEATRE is available for use by individuals, organizations, and corporations in accordance with the terms and conditions set out in this Operating Procedures Manual and the License Agreement. All renters (hereinafter referred to as “LICENSEES”) and patrons are responsible for complying with all applicable municipal, provincial, and federal laws, regulations, and City of Orillia by-laws.

The THEATRE adheres to all applicable federal and provincial environmental legislation and complies with all relevant municipal and provincial fire and safety standards.

This Operating Procedures Manual forms an integral part of all License Agreements for the use of the THEATRE and serves as a guide for prospective and current LICENSEES.

THEATRE MANAGEMENT may, through written exception or amendment to the License Agreement, modify specific provisions of this Manual to accommodate the needs of particular events. In the absence of such written modifications, all policies contained herein shall remain in full force and effect.

Booking & Event Scheduling

a) MASTER SCHEDULE

The Orillia Opera House (the THEATRE) shall maintain a master schedule of activities based on the calendar year. The schedule is available for booking up to two (2) years in advance.

b) CLIENT RESPONSIBILITY

It is the responsibility of the client to contact the THEATRE to confirm their required date.

c) BOOKING REQUESTS

All booking requests must be submitted through the THEATRE MANAGER or CLIENT SERVICES COORDINATOR.

d) ADVANCE BOOKINGS

Bookings may be reserved up to two (2) years in advance. The THEATRE reserves the right, in consultation with clients, to adjust dates as necessary to facilitate required repairs or maintenance.

e) TENTATIVE VS. CONFIRMED BOOKINGS

A reserved date is considered tentative until a non-refundable deposit is received. Once the deposit is received, the booking is considered confirmed. The deposit will be applied toward event expenses at the time of final settlement.

f) CHALLENGED DATES

If another client requests a date that is tentatively booked:

- i. The original client shall have first right of refusal and must confirm the booking by paying the required deposit within forty-eight (48) hours, failing which the date will be released.
- ii. The challenging client must then pay the required deposit within forty-eight (48) hours to confirm the booking.

g) THEATRE PROGRAMMING

The THEATRE presents its own programming and will make reasonable efforts to respect traditional client schedules and community events to avoid undue competition.

h) USER / CLIENT OBLIGATIONS

All users/clients must:

- i. Be in good financial standing with the THEATRE.
- ii. Return all required documentation, along with deposits, in a timely manner. Failure to do so may result in loss of booking rights and removal from the master schedule.

- iii. Acknowledge that additional payments may be required to cover expenses incurred on the client's behalf.
- iv. Understand that if an event is cancelled by the client, deposits will be forfeited as liquidated damages.
- v. Have a fully executed rental agreement in place prior to advertising or selling tickets.
- vi. May not assign or transfer a booking without prior written consent from the THEATRE.

i) BLOCK BOOKINGS

In the case of block bookings (a booking lasting more than one (1) day), the following shall apply:

- i. *Dark Days* (non-performance/non-rehearsal days) may be used by the THEATRE without the LICENSEE'S consent, provided the THEATRE covers all costs associated with removal and restoration of the show.
- ii. *Rehearsal Days* may be used by the THEATRE with the LICENSEE'S consent, subject to agreement on responsibility for associated costs.
- iii. *Show Days* shall not be cancelled or overridden by the THEATRE to accommodate another event, regardless of potential revenue, without the LICENSEE'S consent.

j) LICENCES

When a potential LICENSEE confirms a booking by returning a completed BOOKING FORM & FINANCIAL DETAILS together with the required deposit, the THEATRE will issue an ORILLIA OPERA HOUSE AGREEMENT for execution. The LICENSEE must return a signed copy of the AGREEMENT to the ORILLIA OPERA HOUSE prior to the event going on sale.

Advance Planning and Documentation

a) ADVANCE REQUIREMENTS

The LICENSEE shall advance the engagement with the TECHNICAL DIRECTOR (regarding production needs) and the CLIENT SERVICES COORDINATOR (regarding Front of House needs) no later than four (4) weeks prior to the performance. This process ensures that all performance requirements are met and that the THEATRE can provide the highest level of service. Any additional technical requirements shall be charged to the LICENSEE and applied upon settlement.

b) ARTIST CONTRACTS

At the request of the THEATRE MANAGER, the LICENSEE shall provide copies of any contracts with artists related to the engagement, where necessary to confirm arrangements or address copyright or other related matters.

c) OPENING HOURS FOR LOBBY

The LICENSEE agrees that the FRONT OF HOUSE MANAGER shall have the authority to:

- i. Open the main lobby and bar area of the THEATRE at least sixty (60) minutes prior to the advertised start time of the event.
- ii. Permit patrons to be seated at least thirty (30) minutes prior to the advertised start time for reserved seating events.
- iii. Permit patrons to be seated at least sixty (60) minutes prior to the advertised start time for general admission (non-assigned seating) events.
- iv. All technical preparations, including lighting and sound checks, rehearsals, and other activities, shall be completed on the STAGE and within the THEATRE by these times.

d) CURTAIN TIME

The LICENSEE shall make every effort to begin the event within five (5) minutes of the advertised start time as indicated on the ticket. The FRONT OF HOUSE MANAGER, or their designate, may delay the start of the performance for a reasonable period to allow most patrons to be seated. The FRONT OF HOUSE MANAGER also reserves the right to delay seating of latecomers until an appropriate break in the performance. The FRONT OF HOUSE MANAGER also reserves the right to hold the house at intermission for a reasonable period to allow most patrons to be seated.

e) LICENSEE REPRESENTATIVE

The LICENSEE shall provide the THEATRE with the name, email address, and phone number of the designated representative and at least one (1) alternate in advance of the event. These individuals shall be the only persons authorized to make decisions (financial or otherwise) or negotiate with THEATRE staff. The representative or alternate must be present at each performance and shall be responsible for resolving issues, addressing conflicts, and approving any changes to performance procedures. The Stage Manager may not serve as the designated representative.

f) INTERMISSION

For all programs lasting more than one (1) hour, the LICENSEE is encouraged to provide an intermission. Intermission is 20 minutes, and depending on the size of the house this may require additional time at the discretion of the FRONT OF HOUSE MANAGER for most patrons to return to their seats.

g) OPEN REHEARSALS

Any rehearsal attended by invited audience members who are not part of the production team shall be deemed a performance, and further staffing will be required. The LICENSEE must notify the THEATRE MANAGER or CLIENT SERVICES COORDINATOR at least ten (10) days in advance to ensure adequate staffing can be arranged. A FRONT OF HOUSE MANAGER will be required onsite for such events, and associated costs will be billed to the LICENSEE upon settlement.

Facility and Use of Premises

a) **BASIC FACILITIES**

The THEATRE shall be made available to the LICENSEE with standard auditorium lighting, heating, and air conditioning, provided such systems are operational. The basic theatrical lighting system and basic sound system shall also be available, subject to equipment failure, at no additional charge. Any additional equipment required for the engagement shall be the sole responsibility of the LICENSEE.

b) **CLEANLINESS**

The THEATRE and required dressing room spaces shall be provided in a reasonable state of cleanliness at the start of the rental period. If, in the opinion of the THEATRE MANAGER, the premises are left in an unsatisfactory condition, the LICENSEE shall be responsible for any additional cleaning costs incurred.

c) **ALTERATIONS**

No alterations may be made to the THEATRE without the prior written approval of the THEATRE MANAGER.

d) **DAMAGE AND SAFETY**

The LICENSEE shall be responsible for the cost of repairing any damage to the THEATRE building or its equipment. For safety reasons, all equipment brought into the THEATRE—including stage sets, decorations, or attachments within the premises and surrounding areas—must be approved by the THEATRE MANAGER or their designate. All sets must be treated with fire retardant.

e) **RENTAL PERIOD AND OVERTIME**

The standard daily rental period is eight (8) consecutive hours. For rentals spanning more than two (2) consecutive days, the rental period shall be deemed to end once all members of the LICENSEE'S team have exited the building, along with all equipment and other items.

The rental period begins when the LICENSEE, or their representatives, enter the THEATRE or when setup begins on their behalf, and ends only when all the following conditions have been met:

All stage equipment has been put away;

- i. All lighting adapted for the LICENSEE'S performance has been reset to the standard house plot;
- ii. The LICENSEE'S group has vacated the building; and
- iii. The THEATRE has been secured and a final security check completed.

The LICENSEE is required to remain and assist with strike (take-down) to minimize staff and building overtime charges. The rental day includes meal breaks and any time during which the LICENSEE is not actively using the space.

f) PARKING AND SURROUNDING GROUNDS

The parking lot and surrounding grounds remain the property of the Corporation of the City of Orillia and may be used only for purposes approved by the THEATRE.

Limited designated parking areas may be reserved for LICENSEE use. Access to municipally managed paid parking in adjacent lots requires prior approval and will be billed at final settlement. While the THEATRE will assist with arrangements upon request, availability is not guaranteed. Illegally parked vehicles in City-owned parking areas may be ticketed and/or towed at the owner's expense.

The LICENSEE and their patrons must ensure that all roadways and emergency access points remain clear at all times. Emergency exits must not be blocked under any circumstances.

The LICENSEE is responsible for removing all materials and debris from parking areas and surrounding grounds immediately following the event.

The THEATRE reserves the right to deny access to outdoor areas where proposed use may interfere with normal operations or is deemed unsafe or inappropriate.

g) ACCESS AND SECURITY CONTROL

The THEATRE and premises, including all keys and access codes, shall remain under the control of the TECHNICAL DIRECTOR.

The THEATRE MANAGER, TECHNICAL DIRECTOR, FRONT OF HOUSE SUPERVISOR, or their designate shall have the right to enter any part of the THEATRE, including backstage areas, at all times during the period covered by the LICENSE.

Entrances and exits shall be secured and operated as required for the LICENSEE'S use of the space. Doors at the PERFORMER'S ENTRANCE must remain closed and locked at all times and may not be propped open. If this is not followed, and the THEATRE determines that there may be a security threat, the THEATRE reserves the right to have a staff member monitor the Performer's Entrance the cost of which will be billed on final settlement to the LICENSEE.

The LICENSEE will be provided with a unique access code upon arrival. This code is for use only by the LICENSEE or their designated representative. If additional access is required, the LICENSEE must assign a representative to monitor the PERFORMER'S ENTRANCE.

Technical Planning and Services

a) **TECHNICAL INFORMATION**

The THEATRE shall provide the LICENSEE with current technical information, including lighting, audio, and stage equipment lists, scale drawings of the stage and lighting grid, and the standard (house) lighting plot.

b) **SITE VISITS**

Site visits to view the THEATRE and its technical equipment may be arranged by appointment with the TECHNICAL DIRECTOR during regular business hours (Monday to Friday, 8:30 a.m. – 4:30 pm).

c) **TECHNICAL QUESTIONS**

A link to the Technical Questionnaire shall be provided to the LICENSEE along with the LICENSE AGREEMENT. The LICENSEE must return the completed questionnaire no later than thirty (30) days prior to the event. If clarification is required, THEATRE staff will contact the LICENSEE or their designate. Upon request, the LICENSEE may also be provided with an estimate of production costs in advance of the event.

d) **ADDITIONAL CHARGES FOR SPECIAL EQUIPMENT**

Certain technical equipment may be subject to additional charges, as outlined in the Rental Rates and Fees document. These charges may apply where:

- i. The equipment has a short lifespan and requires frequent replacement
- ii. The equipment has high maintenance costs
- iii. The equipment consumes materials during use (e.g., batteries, fog fluid)
- iv. Examples include, but are not limited to, gobos, wireless microphones, fog machines, piano tuning, and projection equipment (projector and screen).

e) **STAGE MANAGEMENT, SUPERVISION AND BACKSTAGE ACCESS**

The LICENSEE shall provide sufficient personnel to operate the performance, including setup, rehearsal, and strike, in a safe and efficient manner. The TECHNICAL DIRECTOR, or their designate, shall retain authority over all activities and equipment on stage, in technical areas, and backstage at all times.

The LICENSEE is solely responsible for all personal property within the building, including backstage areas. Dressing room keys may be obtained from the TECHNICAL DIRECTOR and must be returned prior to departure.

Access to restricted areas of the THEATRE—including the lighting grid, box booms, and control booth—shall be permitted only with express authorization from the TECHNICAL DIRECTOR or their designate. Any anticipated need for such access must be addressed during the advancement process.

f) TECHNICAL STAFF BREAKS

A one (1) hour meal break shall be required for all technical staff. The timing of such breaks shall be determined during the advancement process with the TECHNICAL DIRECTOR. Meal breaks must be scheduled after a maximum of five (5) consecutive working hours.

If a meal break is missed:

- i. A meal allowance of up to thirty-five dollars (\$35) per technician shall be charged
- ii. Technicians shall remain on the clock at their regular rate
- iii. A minimum uninterrupted thirty (30) minute period must be provided for eating
- iv. This surcharge shall also apply if the LICENSEE does not vacate the auditorium during the designated meal break.

Staggered meal breaks may be requested by the LICENSEE and are subject to approval by the TECHNICAL DIRECTOR, provided that safety is not compromised. Approved staggered breaks may allow continued use of the auditorium during meal periods.

Technical Safety and Equipment

a) ELECTRICAL EQUIPMENT

All electrical equipment used in the THEATRE must be CSA, U/L, or Ontario Hydro approved. If the standard electrical connections provided by the THEATRE are insufficient for the LICENSEE'S requirements, the LICENSEE shall notify the TECHNICAL DIRECTOR during the advancement process.

In such cases, the TECHNICAL DIRECTOR may require the LICENSEE to retain a qualified electrician, approved or selected by the TECHNICAL DIRECTOR, to perform all work related to the connection or disconnection of electrical equipment. All associated costs shall be borne by the LICENSEE.

If the TECHNICAL DIRECTOR or their designate determines that any electrical equipment brought into the THEATRE is damaged, impaired, or otherwise unsafe, such equipment may be refused entry.

b) PYROTECHNICS

The use of pyrotechnic effects is strictly prohibited in the THEATRE. No exceptions will be permitted.

c) RIGGING

All rigging of signs, set pieces, equipment, or any other items within the THEATRE shall be carried out or directly supervised by the TECHNICAL DIRECTOR or TECHNICAL SUPERVISOR. This requirement applies to all items, whether dead hung or flown.

d) LIGHTING GRID SAFETY

All personnel, including LICENSEE crew and THEATRE staff, must adhere to all written safety procedures governing work in the lighting grid.

e) FIRE SAFETY AND MATERIALS

Flammable materials such as bunting, tissue paper, banners, and latex balloons are not permitted in the THEATRE or STUDIO. All materials used in sets, props, and stage décor must be flameproofed in accordance with applicable fire safety standards.

Open flames are strictly prohibited anywhere within the THEATRE, regardless of fuel source, unless specifically approved in writing by the Municipal Fire Inspector in accordance with Section 2.4.4.1(1) of the Ontario Fire Code.

The use of Styrofoam in the THEATRE or STUDIO is prohibited unless prior approval is obtained from the TECHNICAL DIRECTOR.

f) PIANO USE

The movement of the piano is strictly limited to the stage. A member of THEATRE staff must be present and involved in any movement of the instrument. Relocation of the piano to other areas of the building may occur only under special circumstances and must be carried out by THEATRE-approved, professional, insured piano movers. All associated costs shall be borne by the LICENSEE.

Piano tuning must be arranged through the TECHNICAL DIRECTOR or their designate. Only tuners approved and contracted by the THEATRE are permitted to tune or repair the instrument.

The piano shall be used solely as a musical instrument and not as a stage prop, unless expressly approved by the TECHNICAL DIRECTOR or their designate. The THEATRE reserves the right to restrict use of the piano at any time.

Any damage to the piano during use by the LICENSEE shall be the responsibility of the LICENSEE. The instrument will be inspected by the THEATRE'S supervising technician both prior to and following each use.

g) SOUND LEVELS AND COMPLIANCE

All sound levels within the THEATRE must comply with the requirements outlined in the Health, Safety and Compliance section of this Manual. The TECHNICAL DIRECTOR, or

their designate, reserves the right to adjust sound levels as required to ensure compliance with applicable legislation and to protect the safety of all staff, performers, and patrons.

Backstage Policies

a) REMOVAL OF EFFECTS

All LICENSEE property and effects must be removed from the building at the conclusion of the rental period, unless otherwise approved by the TECHNICAL DIRECTOR or their designate. Any property not removed will be cleared by the THEATRE at the LICENSEE'S expense.

b) SUPERVISION AND CREW

All technical aspects of events in the THEATRE are subject to the approval and supervision of the TECHNICAL DIRECTOR or their designate.

At their discretion, any crew member deemed incapable of safely performing their duties may be replaced. In such cases, a THEATRE staff member may be assigned at the LICENSEE'S expense, with a minimum charge of four (4) hours.

c) PAINTING

Painting is permitted only in the loading dock and workshop area. Appropriate drop cloths must be used to protect all surfaces.

Painting textures or patterns on the stage floor is permitted only with prior approval of the TECHNICAL DIRECTOR and on the condition that the LICENSEE restores the stage to its original state.

d) STAGE FLOOR PROTECTION

The stage floor must be protected at all times from sharp objects or other hazards that may cause damage. Nothing may be drilled into or otherwise attached to the floor.

e) SAFETY & ACCESS

The LICENSEE shall not obstruct, or permit the obstruction of, any sidewalks, entries, passages, vestibules, halls, or access ways within the THEATRE. These areas are to be used solely for safe ingress and egress.

The LICENSEE must ensure that doors, stairways, windows, corridors, passageways, radiators, and house lighting fixtures remain unobstructed at all times.

Fire exits and aisles in both the THEATRE and STUDIO seating areas must remain clear and accessible at all times.

Equipment, including but not limited to video cameras, may not be placed in aisles or other designated egress routes.

f) PROHIBITED HANGING

No costumes, props, or other items may be hung from fire equipment, emergency lighting fixtures, or backstage equipment. Nothing may be attached to stage drapes, including items pinned or taped to curtains.

g) FOOD AND DRINK

Aside from bottled water, food and drink are prohibited at the Technical Desk, on the catwalk, and in backstage areas.

h) BACKSTAGE ACCESS AND TOURS

Tours of the theatre, backstage, or technical areas require prior authorization from the THEATRE. Audience members are not permitted on stage or backstage following a performance. Performers' guests may be greeted in the lobby or at the stage door (access via parking lot).

i) LOST AND FOUND

The THEATRE MANAGER, or their designate, retains the sole authority to collect, hold, and, if necessary, dispose of any articles left in the building by the LICENSEE or event attendees. Lost articles will be held for a period of thirty (30) days prior to disposal. Where items can be clearly identified as belonging to the LICENSEE, the THEATRE will make reasonable efforts to return them. The THEATRE shall not be responsible for any shipping or delivery costs incurred.

j) STORAGE

The LICENSEE acknowledges that, in the receipt, handling, care, or custody of any property brought into the THEATRE, whether prior to, during, or following the LICENSEE'S use, the THEATRE and its officers, agents, and employees act solely as an accommodation to the LICENSEE. The THEATRE shall not be liable for any loss, damage, theft, or injury to such property, however caused.

Storage of the LICENSEE'S property on THEATRE premises, either before or after the rental period, is prohibited unless express written arrangements have been made with THEATRE MANAGEMENT. Where storage arrangements are approved, the LICENSEE shall be responsible for all associated costs, as determined by THEATRE MANAGEMENT.

k) ACCESS AND LOADING

All props, set pieces, articles, exhibits, fixtures, materials, displays, and similar items shall be brought into and removed from the THEATRE only through entrances designated by the THEATRE MANAGER or their designate.

The LICENSEE shall not load, unload, or park at the North (Performer's Entrance) during

the operation of the Orillia Farmers' Market. Regular market hours are Saturdays from 6:30 a.m. to 2:00 p.m.

Building Personnel

a) STAGE CREW

Events scheduled in the THEATRE shall utilize qualified professional technical personnel. A minimum of two (2) THEATRE technicians must be present in the building at all times during set-up, rehearsals, performances, and strikes.

Following the advancement process, the TECHNICAL DIRECTOR or their designate will determine the number of technical personnel required to ensure a safe and successful event. The LICENSEE will be advised of these requirements and charged the established rates. If adequate technical information is not provided in advance, the THEATRE MANAGER reserves the right to determine required staffing levels, which will be billed on the final settlement, at a minimum call of four (4) hours. A four (4) hour charge will be charged for all scheduled crew members cancelled with less than seventy-two (72) hours' notice.

Local and community organizations may supply volunteers to work alongside THEATRE technical staff, at the discretion of the TECHNICAL DIRECTOR. Volunteers will be accepted based on an assessment of technical competency and safety, as determined solely by the TECHNICAL DIRECTOR.

Safety Requirements - The MANAGEMENT of the THEATRE reserves the right to refuse or restrict the participation of any individual or organization if, in its sole discretion, their involvement may compromise the safety of people or property, or if they have previously failed to comply with THEATRE policies and procedures.

All crew members must wear CSA-approved safety boots (not supplied by the THEATRE). Additional THEATRE-supplied safety equipment, such as hard hats and high-visibility vests, must be worn when required by the TECHNICAL DIRECTOR.

b) FRONT OF HOUSE STAFF

A FOH SUPERVISOR is required for all events with an audience and shall be onsite to oversee Front of House operations. The FOH SUPERVISOR is responsible for the safety of the audience, ushers, and concession/bar operations, as well as ticketing and customer service matters during the event.

The FOH SUPERVISOR shall be present one and one-half (1.5) hours prior to the advertised start time and remain until all patrons have exited the building and the front of the facility has been secured. The LICENSEE shall bear the cost of the FOH SUPERVISOR from one and one-half (1.5) hours prior to the ticketed start time until the final patron has exited the building. This includes additional time required for post-show

activities such as autographs or meet-and-greet sessions, and the removal of all merchandise.

If the house exceeds 300 patrons and the balcony is open, the THEATRE reserves the right to schedule two (2) FOH SUPERVISORS for the event.

All events scheduled to take place in the THEATRE or STUDIO shall utilize the services of USHERS. USHERS are included in the rental cost for the venue.

If the LICENSEE requires a MERCHANDISE SELLER, this will need discussed in advance of the event and is subject to availability. The LICENSEE shall bear the cost of the MERCHANDISE SELLER from one and one-half (1.5) hours prior to the ticketed start time until the LICENSEE relieves the seller, with the minimum call of three (3) hours.

c) SECURITY

Due to the nature of a performance or event, the THEATRE MANAGER may require additional security personnel where necessary for the safe operation of the event. Any such requirements and associated costs will be discussed with the LICENSEE during the advancement process and shall be borne by the LICENSEE. The presence of security personnel does not relieve the LICENSEE of responsibility for any damage to THEATRE property.

d) CATERING

All food services for receptions or public events must be provided by a professional caterer or restaurant approved by the THEATRE. Donated or homemade food and beverages may not be served to the public, nor sold as merchandise. THEATRE personnel do not arrange, coordinate, or assume responsibility for catering on behalf of LICENSEES, nor are they responsible for the receiving of any deliveries unless otherwise arranged in advance.

Front of House Operations & Services

a) AUDITORIUM SEATING AND ACCESS

To protect the THEATRE from unnecessary cleaning, damage, and wear, and to ensure the comfort and safety of patrons access to the THEATRE seating areas is limited to individuals in possession of valid tickets.

During rehearsals, performances, set-up, and strike periods, LICENSEE personnel and invited guests must remain in designated areas, including the stage, backstage, dressing rooms, and green room.

The seating areas may not be used for storage of coats, props, musical instruments, or any other items.

b) SEATING CAPACITY

The maximum sellable capacity of the Gordon Lightfoot Auditorium is six hundred fifty-seven (657). This does not include the accessible section which may sell up to another eight (8) seats should they be needed. The maximum selling capacity of the Studio Theatre is one hundred (100).

The THEATRE reserves eight (8) house seats in the Lightfoot Auditorium, and four (4) house seats in the Studio and their use is up to the discretion of the THEATRE.

No standing, sitting in aisles, or sitting on stairs is permitted. All individuals must occupy a designated seat.

c) CONCESSIONS AND MERCHANDISE

The THEATRE retains the exclusive right to sell or distribute merchandise, food, beverages, and services during all engagements. The LICENSEE shall not sell or distribute merchandise without prior written authorization from the THEATRE, and cannot sell anything that would go against public health policy, or be in direct competition with the THEATRE'S concession stand.

If the LICENSEE is selling their own merchandise, the THEATRE will set up 1-2 tables and will not charge a fee; should the LICENSEE require the THEATRE to staff the merchandise sales, the cost will be charged on the final settlement.

d) EVENT PROGRAMS

All programs prepared by the LICENSEE for distribution to patrons must be delivered to the FRONT OF HOUSE OFFICE no later than one and one-half (1.5) hours prior to the event. The THEATRE reserves the right to insert promotional material for upcoming events into any program distributed within the THEATRE. The THEATRE reserves the right to review and approve all programs prior to distribution.

If the program is virtual and accessed via QR code, the LICENSEE may print the QR code in 8.5x11 size sheets and give to the FOH MANAGER to be placed in dedicated holders; no other sheets of paper may be affixed to any walls in the public space.

e) SERVICE ANIMALS

Persons with disabilities are permitted to be accompanied by a service animal in all public areas of the THEATRE when accessing goods or services. Service animals must remain under the care, supervision, and control of their owner at all times.

f) SUPPORT PERSONS

Persons with disabilities are permitted to be accompanied by a Support Person in any areas of the THEATRE open to the audience or LICENSEE. All audience members, including those acting as a Support Person, are required to hold a valid ticket. Tickets for

Support Persons are subject to standard event pricing unless otherwise indicated by the LICENSEE.

Box Office Services

a) BOX OFFICE HOURS

The THEATRE shall operate a physical Box Office within the building no less than one (1) day per week, in addition to at least two (2) hours prior to each advertised performance. The THEATRE reserves the right to amend Box Office hours as required.

b) REFUNDS

The THEATRE operates under a no-refund policy. Exceptions may be considered on a case-by-case basis, in consultation with the LICENSEE, where warranted.

c) TICKETING FORMAT

All tickets must be issued on ticket stock, through the THEATRE's online ticketing portal, or displayed on a personal electronic device. No third-party tickets may be sold without prior written approval from the THEATRE MANAGER.

d) CREDIT CARD FEES

The LICENSEE shall be charged the current credit card processing rate as reflected on the settlement statement. These charges shall not be passed on to patrons within the ticket price.

e) HANDLING CHARGES

The LICENSEE shall be charged an administrative and Box Office handling fee of six percent (6%) of net ticket sales, plus \$2.00 per ticket.

f) ONLINE FEES

Tickets purchased online are subject to a \$1.13 per-ticket fee, payable by the patron.

g) CAPITAL IMPROVEMENT FEE

A Capital Improvement Fee of \$3.00 per ticket shall be applied to all ticketed events and transferred to the Orillia Opera House Reserved Capital Improvement Fund. Non-ticketed events are subject to a flat fee of \$600 (THEATRE) or \$100 (STUDIO), payable upon final settlement.

h) AUTHORIZED BOX OFFICE CONTACT

The LICENSEE shall designate one (1) authorized representative for Box Office matters, along with one (1) alternate. While ticket reports may be distributed to multiple

recipients, only the authorized representative may communicate with THEATRE staff regarding ticketing inquiries or changes.

i) WRITTEN COMMUNICATIONS

All communications between the LICENSEE and THEATRE staff must be submitted in writing. Verbal requests will not be accepted. Requests for information, including ticket audits, must be submitted by email to the THEATRE MANAGER or CLIENT SERVICES COORDINATOR using the contact information provided in booking documents.

j) WEBSITE LISTINGS

Only performances sold through the THEATRE's ticketing system will be listed on the Orillia Opera House website.

k) AUDIENCE WARNINGS

At the time of booking, the LICENSEE must provide any audience advisories to be included in listings, including (but not limited to) fog, strobe lighting, content warnings or other elements that may affect health or safety.

l) HOUSE SEATS

The THEATRE shall reserve eight (8) house seats per performance at no charge.

m) COMPLIMENTARY TICKETS

The THEATRE reserves the right to monitor the number, use, and distribution of complimentary tickets. Both a Capital Improvement Fee (\$3) and a Box Office Admin Fee (\$2) shall apply to all complimentary tickets.

n) TIERED SEATING

For events requiring tiered seating configurations, an additional Box Office administration fee may be applied at the discretion of the THEATRE MANAGER, based on the complexity of the setup.

Any applicable fees will be communicated to the LICENSEE in advance of the event being entered into the booking system.

Advertising and Promotions

a) RESPONSIBILITY AND COSTS

All advertising and promotional activities for the engagement shall be undertaken by the LICENSEE at the LICENSEE'S sole cost and expense. The LICENSEE shall make reasonable efforts to inform the THEATRE of all promotional materials to be distributed. At the discretion of the THEATRE, no advertising material may be distributed at the entrance

to, or within, the THEATRE—except for materials directly related to the licensed performance—without prior written approval from the THEATRE MANAGER.

b) TIMING OF PUBLICITY

The LICENSEE shall not release any publicity or promotional material until a ticket on-sale date has been established in consultation with the CLIENT SERVICES COORDINATOR. Failure to confirm this date with the THEATRE may result in additional Box Office service charges.

c) MARKETING CONSULTATION

Advertising and promotional consultation may be requested from the AUDIENCE SERVICES COORDINATOR, subject to availability. This service is not included as part of the LICENSE and is not guaranteed.

d) USE OF THEATRE NAME

The name Orillia Opera House may only be used as the venue designation for the event. Unless expressly approved in advance by the THEATRE MANAGER, no event may be advertised as “presented by” or “in conjunction with” the Orillia Opera House.

e) USE OF THEATRE LOGO

The Orillia Opera House logo may not be used in any advertising, promotional materials, or merchandise without prior written approval from the THEATRE MANAGER. Any approved use of the logo must adhere to THEATRE brand standards and may only be used in connection with the licensed event as authorized.

f) EQUIPMENT, SIGNS AND POSTERS

The LICENSEE shall not damage, deface, or alter any part of the THEATRE, including its equipment and facilities. Nails, hooks, tacks, screws, or similar fastenings may not be used without prior approval from the THEATRE.

Signs, posters, or advertisements may be displayed only in designated areas and must relate directly to the licensed performance. All materials must be pre-approved by the THEATRE MANAGER or their designate. The THEATRE reserves the right to reject any materials that do not comply with applicable fire regulations (e.g., non-flameproofed banners).

g) MARKETING AND PROMOTIONAL OPPORTUNITIES

The THEATRE will make reasonable efforts to provide the following promotional opportunities:

Display space in the brochure rack located in the Outer Lobby

Display space in the Outer Lobby or Gallery for event-specific displays, subject to safety requirements and unobstructed patron flow

Upon request, the THEATRE will provide the LICENSEE with a list of additional paid marketing opportunities. Applicable fees will be included in the final settlement.

If the THEATRE is not managing ticket sales for the LICENSEE'S event, the event will not be advertised by the THEATRE, listed in "Upcoming Events" promotions, or posted on the THEATRE'S website.

All THEATRE advertising is at the discretion of the THEATRE MANAGER and subject to space limitations.

Media, Broadcasting and Copyright

a) BROADCASTING, VIDEO AND SOUND RECORDING

The LICENSEE acknowledges that no performance, event, or portion thereof presented in the THEATRE may be broadcast, recorded, photographed, filmed, or otherwise reproduced in any manner without the prior written consent of the THEATRE MANAGER or their designate.

The LICENSEE shall ensure that no audience member is recorded, photographed, or otherwise captured, visually or audibly, without that individual's prior consent.

Where recording or broadcasting is approved, the LICENSEE shall ensure that the THEATRE receives appropriate credit or acknowledgment, as required by THEATRE MANAGEMENT.

The use of recording or photographic devices during any performance is strictly prohibited unless expressly authorized in writing by the artist. THEATRE MANAGEMENT reserves the right to confiscate and hold any unauthorized devices until the conclusion of the performance.

The LICENSEE grants the ORILLIA OPERA HOUSE the right to use any authorized recordings or photographs taken within the THEATRE for promotional, marketing, or archival purposes. In such cases, appropriate credit shall be given to both the artist and the photographer, as determined by THEATRE MANAGEMENT.

b) ROYALTIES AND COPYRIGHT CLEARANCE

The LICENSEE shall be solely responsible for securing and paying for all licenses required by law in connection with: The public performance of copyrighted material, including but not limited to music and plays; the audio recording of copyrighted material; and the video recording of copyrighted material, including synchronization with existing audio material.

c) LIMITATION OF LIABILITY

The THEATRE shall not be held liable for any infringement of copyright laws. The LICENSEE assumes full responsibility for compliance with all applicable intellectual property legislation.

d) EVIDENCE OF COMPLIANCE

The THEATRE MANAGER reserves the right to require the LICENSEE to provide satisfactory evidence that all required licenses have been obtained prior to the commencement of any activity.

Settlement of Accounts

a) PAYMENT TO LICENSEE

Any funds owing to the LICENSEE at the conclusion of the event shall be calculated within seven (7) working days, and sent to the LICENSEE via email.

Funds shall be issued by the CITY OF ORILLIA, accompanied by a full accounting of all charges made by the THEATRE.

While every effort will be made to process settlements promptly, final payment will normally be issued within thirty (30) working days following the event.

b) PAYMENT TO THEATRE

If, following settlement, a balance is owed to the THEATRE, an invoice shall be issued to the LICENSEE.

Payment in full shall be due to the ORILLIA OPERA HOUSE within thirty (30) days (net 30) of the invoice issue date. A detailed accounting of all charges shall accompany the invoice.

Health, Safety and Compliance

a) RESPECTFUL WORKPLACE POLICY

All visitors to the THEATRE are expected to behave in a manner that respects the rights of others so that everyone may use and enjoy the facility. The City of Orillia will not tolerate incidents of harassment or violent behaviour in any City facility.

The THEATRE MANAGER, or their designate, reserves the right to eject, or cause to be ejected, from the premises any objectionable person(s) who contravene the City of

Orillia Respectful Workplace Policy (available upon request). This right applies to any LICENSEE, their group, guests, or audience members. Neither the THEATRE nor its officers, agents, or employees shall be liable to the LICENSEE for any damages or losses sustained because of the exercise of this right.

For the purposes of this clause, “objectionable persons” shall include, but are not limited to, individuals who, by reason of disorderly conduct, intoxication, disruptive or abusive behaviour, or violation of building policy, municipal, provincial, or federal law, make the proper conduct of business, an event, or the enjoyment of that event by others difficult or impossible.

b) SOUND PRESSURE LEVELS

In accordance with Ontario Regulation 381/15 (Noise) under the Occupational Health and Safety Act, the following sound exposure limits apply within the THEATRE:

- i. Maximum Exposure Level - No worker shall be exposed to a sound level greater than an equivalent sound exposure level of 85 dBA over an eight (8) hour period.

Permissible Duration at Higher Levels - Exposure time must be reduced as sound levels increase, based on a 3 dB exchange rate:

- i. 85 dBA – 8 hours
- ii. 88 dBA – 4 hours
- iii. 91 dBA – 2 hours
- iv. 94 dBA – 1 hour
- v. 97 dBA – 30 minutes
- vi. 100 dBA – 15 minutes

Impulse Sounds - No worker shall be exposed to impulsive or impact noise levels in excess of 100 dBA, unless additional protective measures are implemented.

Controls and Protective Equipment - The THEATRE reserves the right to reduce sound exposure using engineering controls (e.g., sound system adjustments, barriers) or administrative controls (e.g., limiting duration of exposure, rotating staff).

Signage - Areas in which sound levels regularly exceed 85 dBA shall be clearly identified with visible warning signage.

c) DANGEROUS PERFORMANCE

If, in the sole opinion of the THEATRE MANAGER or their designate, any performance, performer, or audience member presents a physical threat or danger to THEATRE property, to audience members, or to themselves, the THEATRE MANAGER or their designate reserves the right to stop the performance, in whole or in part, as deemed necessary.

Prior to the event, should the THEATRE MANAGER or their designate determine that professional security services are required to ensure the safety of all participants, this requirement will be communicated to the LICENSEE. All costs associated with such security shall be the sole responsibility of the LICENSEE. Failure by the LICENSEE to approve and fund professional security services may result in cancellation of the performance.

d) COMPLIANCE WITH LAWS

The LICENSEE shall comply with all applicable laws of Canada, the Province of Ontario, and all by-laws, regulations, and policies of the City of Orillia. The LICENSEE shall not permit any activity on the premises of the THEATRE that violates such laws, by-laws, rules, or regulations. The licensed premises shall not be used for any unlawful purpose.

The LICENSEE agrees to indemnify and hold harmless the THEATRE, its officers, agents, and employees from and against any and all claims, demands, damages, fines, penalties, costs, losses, or expenses (including legal fees on a full indemnity basis) arising from or related to the LICENSEE's breach of this provision or any non-compliance with applicable laws, by-laws, rules, or regulations.

e) SMOKING AND VAPING

Smoking and vaping are strictly prohibited on all City-owned or leased properties, including parks, beaches, trails, walkways, parking lots, docks, piers, and any vehicles or boats located on such property, in accordance with City of Orillia By-law 2019-55 (Smoke/Vape-Free By-law). The LICENSEE is responsible for ensuring compliance with this bylaw.

f) REFUSAL TO LICENSE

The THEATRE MANAGER reserves the right to refuse rental of the facility for any event, activity, or performance if, in their reasonable opinion, such event, activity, performance, or the anticipated audience response thereto may cause physical damage or present an unusual risk of damage to the THEATRE.

A demonstrated history or reasonable concern regarding the LICENSEE's financial reliability, or any prior failure to comply with this Operating Procedures Manual or License Agreement, may also constitute grounds for refusal.

This right shall be exercised in compliance with all applicable human rights legislation and shall not be applied in a manner that constitutes unlawful discrimination on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, or disability.

g) INSURANCE

The LICENSEE shall, at its own expense, obtain and maintain insurance coverage satisfactory to the THEATRE for the full duration of its use of the facility.

Such insurance shall include, but not be limited to:

- i. Commercial General Liability insurance covering bodily injury, personal injury, and property damage, including liability arising from the actions of members of the LICENSEE's group;
- ii. Liability for any damage resulting from equipment, materials, or other property brought into the THEATRE by the LICENSEE;
- iii. Coverage for damage to, or loss of, the LICENSEE's personal property or equipment;
- iv. Liability for any damage or injury, however caused by the LICENSEE, to the THEATRE, its property, its patrons, or its employees;
- v. Such Commercial General Liability insurance shall provide coverage in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence.
- vi. The policy shall name The Corporation of the City of Orillia and the Orillia Opera House as additional insureds with respect to the LICENSEE's use of the premises.

Proof of such insurance, in the form of a certificate of insurance, must be provided to the THEATRE MANAGER or their designate no later than fourteen (14) business days prior to the event.

Failure to provide satisfactory proof of insurance may, at the sole discretion of the THEATRE MANAGER, result in cancellation of the LICENSEE's booking without liability to the THEATRE.

h) THIRD PARTY SERVICE PROVIDERS

All companies or individuals hired by the LICENSEE to perform services at the THEATRE are subject to the prior approval and acceptance of the THEATRE MANAGER or their designate, which approval shall not be unreasonably withheld. These service providers may include, but are not limited to, lighting and audio companies, video production companies, photographers, and food caterers.

The THEATRE MANAGER or their designate reserves the right, in their sole discretion, to restrict or deny access to any individual or organization where such access may result in damage to property or where the individual or organization has previously demonstrated an unwillingness or inability to comply with THEATRE policies and procedures.

Event Postponement & Cancellation

a) POSTPONEMENT

Requests to postpone an event must be submitted in writing and are subject to approval by THEATRE MANAGEMENT.

Where a postponement is approved, the LICENSEE must work with THEATRE staff to secure a mutually agreeable alternate date; any additional costs incurred as a result of the postponement shall be borne by the LICENSEE, including, but not limited to the cost of processing refunds for those patrons who cannot make the new date.

Existing payments and deposits may be applied to the rescheduled date at the discretion of the THEATRE, and the THEATRE does not guarantee availability of alternate dates.

b) EVENT CANCELLATION BY LICENSEE

The LICENSEE may cancel an event by providing written notice to the THEATRE. In the event of cancellation the LICENSEE will forfeit any deposit paid, and shall be responsible for notifying the public at their own expense if applicable.

The THEATRE reserves the right to retain the deposit as compensation for administrative and operational costs incurred. Where cancellation results in additional damages or losses to the THEATRE, the THEATRE reserves the right to pursue further remedies in accordance with the License Agreement.

c) CANCELLATION BY THE THEATRE

The THEATRE reserves the right to cancel or terminate an event where:

- i. The LICENSEE fails to comply with the terms of the License Agreement or Operating Procedures Manual
- ii. Required payments, documentation, or insurance are not provided within specified timelines
- iii. The event presents a safety risk to patrons, staff, or property
- iv. In such cases, deposits may be retained and additional costs may be recovered where applicable.

d) THEATRE UNAVAILABILITY / FORCE MAJEURE

If the THEATRE is unable to provide the premises due to circumstances beyond its control—including but not limited to mechanical or structural failure, fire, labour disruption, acts of government, or other unforeseen events—the agreement shall be considered null and void. In such cases:

- i. Any deposits paid by the LICENSEE shall be refunded
- ii. The THEATRE shall not be liable for any losses, damages, or expenses incurred by the LICENSEE, including financial loss.