

## **Evergreen Studios Rental Agreement Terms and Conditions**

### **Section 1. Definitions**

- 1.1 "EGT" is defined as the Leaseholder, Evergreen Theatre.
- 1.2 "Renter" is defined as any person, firm or organization Agreement to use the Evergreen Community Studios and any persons attending the event sponsored by the Agreement organization.

### **Section 2. Agreement**

- 2.1 No Person, firm or organization will have access to the studios without executing a written Agreement with EGT.
- 2.2 The type of Agreement required shall be at the discretion of EGT.

### **Section 3. Classification of Use**

- 3.1 Events shall be classified as:
  - A) For Profit Organization
  - B) Registered Not-For-Profit/Charity Organization
  - C) Educational Classes (Accepting Payment from Attendees)
  - D) Independent/Individuals (Single person rentals or Independent productions)
  - E) Evergreen Theatre Leased Tenants
- 3.2 Depending on classification a different rental rate may be charged (*refer to rate schedule for pricing*)

### **Section 4. Booking**

- 4.1 The Community Studios shall be available on a first-come first serve basis.
- 4.2 Bookings for the studios can be made one year in advance.
- 4.3 User groups, when considering using the studios for consecutive days, are urged to execute an Agreement as early as possible to ensure availability.

### **Section 5. Fees/Rental Rates**

- 5.1 All fees are due and payable immediately after the Renter's event prior to the Renter leaving the premises unless other arrangements are approved by EGT prior to the date of the event.
- 5.2 Long-term bookings will be invoiced monthly, and are due fifteen business days (15) from invoice date.
- 5.3 Deposits paid less than fifteen (15) business days in advance of the event are required to be paid by certified cheque.
- 5.4 Only company cheques or money orders will be accepted as payment.
- 5.5 Renters will be billed for time booked and not used.
- 5.6 Any past due payments are subject to a 15% service charge compounded per 30 days after the invoice date.
- 5.7 Studio rental rates are updated regularly and subject to change. Rates are available by contacting EGT offices.

### **Section 6. Required Event Security**

- 6.1 The following events may require the presence of a certified security guard or uniformed police officer:
  - 1) Any event at which 100 or more people are in attendance.
  - 2) Any event with an attendance of 50 or more people at which alcohol is being served.
  - 3) Any event attended primarily by minors and whose numbers exceed 50 in anticipated attendance.
  - 4) Any event deemed necessary by EGT to assure the security of the Renter, EGT, or both.
- 6.2 Officers when required, are to be present during the event, should remain at least 30 minutes following the close of the event and MAY be required to remain until the Renter and their guests vacate the premises.

- 6.3 Only EGT in writing prior to the event may waive these requirements.
- 6.4 Parties that are required to have a security officer will do so at the Renters sole expense.
- 6.5 Any event attended primarily by minors is to have two (2) parental chaperones for each 20 guests.

**Section 7. Studios Personal Property**

- 7.1 The studios personal property, such as tables, chairs, a/v equipment etc. is available for use by the Renter upon prior approval from EGT.
- 7.2 Renters and Renters guests may not sit or stand on the tops of the tables, as they are designed for limited weight capacity. The studio and studios staff can not be held liable for injuries sustained from sitting or standing on top and tables, chairs or the bar area.
- 7.3 Placement of tables and chairs will be set up by the Renter but agreed upon by the Renter and EGT prior to the event. Do not drag, push, pull, or scoot the tables or chairs across the floor. Pick them up and place them in the necessary position.
- 7.4 The Renter shall be responsible for all damages to the studio personal property used during the time of the Renters event, including damages caused by Renters guests.

**Section 8. Renters Personal Property**

- 8.1 EGT or EGT staff will not be responsible for personal property or articles left by the Renter or their guests.
- 8.2 The Renter is responsible for the removal of any alcohol from the studios immediately following the event. Should these items be left on the premises, the studios will dispose of them upon clean up.
- 8.3 EGT is not responsible for payment of any deposits on kegs that are left at and disposed of by EGT.

**Section 9. Damages/Security Deposit**

- 9.1 Any Renter scheduling an event at the studios must pay a refundable damage/security deposit of 25% of the total rental cost.
- 9.2 EGT has the right to waive or change the amount of the security deposit. If the security deposit is waived, the Renter is still responsible for any expenses resulting from damages, missing items, excessive clean-up, rule violation or time in the studios beyond the Agreement amount.
- 9.3 All security deposits are deposited, not held, by EGT. Once the Renter is paid in full, the security deposit will be returned via refund cheque. The cheques typically take one to two weeks to be mailed; however EGT makes no guarantees as to the delivery time of the refund cheque.
- 9.4 The security deposit shall be used by EGT to repair, replace, or pay for any property of the studios which is damaged or destroyed by the Renter or any participants at the event sponsored by the Renter. If the damage is in excess of the paid security deposit, the Renter will be responsible for any additional expenses needed to replace or repair the personal property of EGT. However, the deposit may be held at the desecration of EGT for any period of time necessary to determine the full extent of the damages and to make all repairs and/or secure replacements.
- 9.5 EGT may retain the full security deposit or any portion to cover any excessive or unusual clean-up resulting from use.
- 9.6 Violation of the Studio rules and guidelines by the Renter or the Renter's guests may result in a deduction from the Renter's security deposit by EGT.
- 9.7 The security/damage deposit or portion thereof may be used to compensate EGT for occupancy of the premise of use of its personal property over the time granted in the Agreement. Because the studios are at an agreed hourly rate, any Renter who has not vacated the premises within thirty (30) minutes after the Agreement time will be billed an additional charge. The additional charge may be deducted from the security deposit.
- 9.8 Security deposits must be received within five (5) business days for short-term rentals and (15) business days for long-term rentals, of the initial event booking date or the event may be cancelled at the discretion of EGT.

**Section 10. Clean-up and Decorations**

- 10.1 Clean-up charge, in addition to rental fees, apply as follows:
 

• Monday-Friday	8am-4pm	\$25.00
• Monday-Friday	4pm to Close	\$50.00
• Saturday-Sunday, Holidays	Any Time	\$75.00
- 10.2 EGT will be responsible for removal of trash and unusual clean up. However, Renters will be responsible for cleaning up any area that as a result of Renter's use will require more than normal clean-up.

- 10.3 Before leaving the premise after the event, Renters or Renter's agents will remove any litter or decorations in the studios, parking lot or sidewalk areas deposited by Renters and dispose of the litter or decorations in the appropriate dumpster.
- 10.4 Any excessive or unusual clean up that is done by EGT, which was caused by the Renter, will be paid from the security deposit. Removal of vomit, blood, urine, or other bodily fluids will be considered excessive and unusual clean up. The cost will depend on the severity and amount to time and resources required to clean up the area.
- 10.5 Renter will be responsible for the removal of any special decorations immediately after their event. If these items are left, with prior arrangements, they will be removed and disposed of by EGT.
- 10.6 An additional excessive clean up fee of no less than \$75.00 will be assessed if glitter, confetti, or any similar type decorations are found in the studios as a result of the event sponsored by the Renter.
- 10.7 Nails, staples, tacks, duct tape, masking tape and tacky putty may no be used to secure decorations. Only scotch tape may be used on the walls. Any paint damage resulting from decorations attached to walls by the Renter will be deducted from the security deposit. Ceiling tiles may not be lifted to attach decorations to ceilings. Any damages resulting from Renters raising the tiles will be deducted from the security deposit.
- 10.8 All candles must be placed in approved candleholders with flames contained per city fire codes. The Renter will be charged for any wax that damages studio personal property. Wax found on the floor or any other surfaces of the studios may result in a excessive clean-up charge based on the amount of time and materials required to clean the area.
- 10.9 The Renter is responsible for cleaning the studio and returning it to its original condition. The following clean up must be done directly following the event.
  - Anything belonging to the Renter must be removed from the building immediately after the event.
  - All trash must be properly disposed of in the dumpster outside of the building.
  - All trash must be picked up on the exterior grounds.
  - The restrooms must be dry and clean of paper and debris.
  - The tables and chairs must be washed off and returned to their original place.
  - All lights must be turned off.
  - All doors must be locked.
  - The floor must be reasonably clean.
  - The time limit must be met.

#### **Section 11. Non-Conforming Events**

- 11.1 Events not conforming to accepted community standards or any event that has been scheduled due to untrue or misleading information provided by the Renter shall be rejected or canceled. Any such cancellation shall be at the sole desecration of the Executive Director of EGT.
- 11.2 If at any time the Renter has misrepresented intended use of the studio, EGT has the right to cancel the event even if the event is in progress. The Renter will be financially responsible, in full, for the terms as set forth in the original Agreement.
- 11.3 In the event the Renter has misrepresented the intended use of the studio, and EGT exercise their right to cancel the Agreement, the Renter will be relived of his or her financial obligation according to the signed Agreement only if the Executive Director of EGT is able to fill the studios vacancy for that particular date and time period with a comparable event.

#### **Section 12. Concessions**

- 12.1 The studios reserve the sole and exclusive right to regulate sale of any beverage, food, or souvenir or other merchandise on the studio premises.
- 12.2 Concession rights may be granted in a separate written Agreement with the Renter.

#### **Section 13. Catering**

- 13.1 EGT will allow outside caterers on the premises.
- 13.2 No caterer shall use the kitchen/bar unless EGT has given approval (extra fees may apply).
- 13.3 If Renter or caterer is granted permission to use the kitchen/bar, the Renter is responsible for all clean-up following the event. Additional clean-up fees will be assessed if the EGT performs the clean up from the Renters event.

#### **Section 14. Alcoholic Beverages**

- 14.1 The studio is not a licensed premise. Therefore the Renters must bring their own alcoholic beverages to the facility.

- 14.2 Events which include the serving of alcoholic beverages shall be conducted under the laws of Alberta and rules and regulations of the AGLC. Renters are required to contact the AGLC regarding such rules and regulations and obtain, at the Renters cost, any required permits.
- 14.3 At any event, which a license is required for service alcoholic beverages, such license or a copy thereof shall be filed with EGT prior to the event.
- 14.4 All mixed beverages are to be made and served by a licensed bartender.
- 14.5 At any event with attendance of 50 or greater in which alcoholic beverages are being served, the Renter will be required to hire a certified security guard at the Renters expense as outlined in section (6) of this Agreement.

#### **Section 15. Cancellations**

- 15.1 If any event is cancelled 15 business days before the Agreement date, the Renter will be refunded the security deposit in full. In the event the notice of cancellation is received less than 15 business days before the Agreement date, the Renters security deposit will be forfeited unless another comparable event can be scheduled in the original Agreement date and time, upon when the Renters security deposit will be refunded in full.
- 15.2 If an event is rescheduled 15 business days before the Agreement date, the Renter will not forfeit the security deposit. If an event is rescheduled less than 15 business days before the original Agreement date, the Renters security deposit may be forfeited in whole or in part unless another comparable event can be scheduled in the original Agreement time and date.
- 15.3 If a renter books a six-month (or longer) term and therefore receives the additional -10% loyalty discount rate, any cancellations making the original 6 month (or longer) term booking LESS than six months, will result in a charge of the -10% loyalty discounts in total that have already been invoiced and discounted for the renter.
- 15.4 Cancellation of bookings (long or short term) in its entirety must be made 15 business days before the first event is scheduled. If the event is cancelled less then 15 days prior, 50% of the total event cost will be invoiced, minus the balance of the deposit if applicable.
- 15.5 If the security deposit was waived by EGT, the Renter may be require to pay a cancellation fee if the event was cancelled or rescheduled within 15 business days of the Agreement event date. The amount of the cancellation fee will be determined by EGT.
- 15.6 If any event results in a "no-show" by the Renter and Renters guests, the Renter will pay the full amount of the rental as agreed.
- 15.7 EGT reserves the right to cancel this Agreement for non-receipt, late, or NSF cheques.

#### **Section 16. Closing Time Limits**

- 16.1      Sunday-Thursday                      12:00AM Midnight  
            Friday-Saturday                      1:00AM

#### **Section 17. Parking**

- 17.1 Renter's guests are required to use the designated parking. Parking on the grass or on any property is subject to possible towing and/or citations. EGT will not be held liable for any and all towing fees resulting from citations for parking on the grass or on any other property not designated for parking.

#### **Section 18. Penalties**

- 18.1 Violation of these rules and policies, the creation of a disturbance, or willful damage of any property, artwork, or equipment may cause the assessment of additional penalty charges. These penalties will be issued at the discretion of the Executive Director of EGT and may be taken from the Renter's security deposit.

#### **Section 19. Emergencies/Incidents**

- 19.1 If during an event there is an emergency, renters are to contact the appropriate emergency services. The Evergreen after-hours number will be posed, and EGT staff is to be notified immediately if any incident occurs.
- 19.2 A fee of \$75.00 will be imposed if renters lock themselves out of a studio and an EGT member is required to return after business hours to open up the facility.

#### **Section 20. Keys/Building Access**

- 20.1 EGT and the Studios regular business hours are Mon-Fri 9:00AM to 4:30PM. The Renter must make prior arrangements with EGT if access is needed to the facilities outside regular business hours.

- 20.2 If a key is issued, the Renter must pick the key up at the EGT offices during regular business hours prior to the event. The Renter must not loan the key to anyone. The Renter is responsible to lock up the facility upon exiting the premise. If the key is lost or breaks, the Renter must notify EGT immediately. The Renter will be charged a \$25.00 replacement fee for each key not returned.
- 20.3 The key must be returned the next business day after the event or the security deposit will be held up to 5 business days, then the Renter will forfeit the security deposit.
- 20.4 Keys may not be duplicated under any circumstances.
- 20.5 EGT staff is authorized to access any part of the facility at any time.
- 20.6 Rental of a studio does not include the use of any other facility or space in the Community Arts Building, other than the washrooms. Use of other space may be granted prior to events, and fees may apply.

### **Section 21. Deliveries**

- 21.1 Any equipment/ items/ supplies/ food is to be delivered during the studio rental times only. Renters may be charged for items left beyond the Agreement times. This is especially important, since early deliveries or late pick up may interfere with other Renters. Any exception must be pre-approved by EGT in advance.

### **Section 22. Rules and Regulations**

- 22.1 No animals are allowed except service dogs.
- 22.2 The Renter hereby agrees to vacate the studio within (15) fifteen minutes of the end of their scheduled event.
- 22.3 No door is to be left propped or held open. It is important that the Renter pay close attention to individuals entering the building.
- 22.4 Smoking is prohibited in accordance to the City bylaws.
- 22.5 Because the studios are shared by theatre office spaces and sound carries in the facility, amplified music needs to be carefully monitored. EGT reserves the rights to monitor the volume of music during events and at its discretion, make a request to reduce the sound level. Failure to comply could result in cancellation of this Agreement.
- 22.6 Children must be under the supervision of a parent or guardian over the age of 18 years, at all times.
- 22.7 EGT reserves the right to remove or have removed any person from the facility if they have compromised the safety of themselves or others or have willfully not complied with the outlined regulations and policies outlined in this Agreement.
- 22.8 Recreational drugs are prohibited. Anyone suspected of abusing drugs on-site will be denied access to the studios.
- 22.9 No glass is permitted in the studios.
- 22.10 No outdoor footwear is permitted in the studios.
- 22.11 No sitting or swinging on ballet bars is permitted.
- 22.12 No storage of items in the fire exit stairwell is permitted.
- 22.13 No construction, painting, gluing, or use of chemicals is permitted.
- 22.14 Special care must be used while working on the Marley dance floors. No dragging of furniture or items.
- 22.15 Fighting, horseplay, heckling, or other aggressive behavior – either physical or verbal – will not be tolerated.
- 22.16 The rules and regulation contained within this Agreement are not inclusive. Signs posted in the facility, directions from EGT staff and other written guidelines will serve as additional rules.
- 22.17 EGT may, from time to time, adopt official Rules and Regulations or policies not outlined within this Agreement, and all will be obligated to these policies.

### **Section 23. Wavier of Liability**

- 23.1 As consideration for being granted access to the studios, the Renter agrees that EGT shall not be held responsible or liable by any Renter or and guest of Renter for injury to their person or damages or losses of property for any reason. The Renter hereby voluntarily assumes all risks of personal injury, property loss or damage and/or other damages to the undersigned resulting from or in any way associated with the undersigned entry upon EGT property and/or participation in any of the activities sponsored by EGT, and further the undersigned hereby releases EGT and its officers, agents and employees from every claim, liability, or demand of any kind or on account of any

personal injury, property loss or damage, or other damages resulting from or in any way associated with the Renter's entry upon the property of EGT and participation in its activities. This includes, but is not limited to, liability for all damages from active or passive negligence of EGT or its agents. Further, the Renter confirms he/she has read and understands this release.

#### **Section 24. Miscellaneous Rental Terms**

- 24.1 Renter is responsible for all guests invited to the studio facilities, and the behavior of said guests.
- 24.2 Under no circumstances is the Renter authorized to sub-lease their allotted time to another user.
- 24.3 This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement between the parties as to the subject matter hereof, and supersedes all prior and contemporaneous Agreements, representations and understanding of the parties. No course of prior dealing among the parties, no usage of trade, and parole or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof. This Agreement may be altered, amended or modified in whole or in part at any time only by a written signed by all the parties. Hereto. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a wavier of any other provision, whether or not similar, nor shall any waver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 24.4 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of Alberta, excluding conflict of principles of law.
- 24.5 Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled and decided by arbitration administered in the Province of Alberta, in accordance to the Alberta arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. A single arbitrator shall conduct arbitration.
- 24.6 In the event any attorney is employed by any party to this Agreement with regards to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, shall be entitled to recover reasonable attorneys fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.
- 24.7 If any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction or arbitrator, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected, unless its invalidity or unenforceable will defeat an essential business purpose of this Agreement.
- 24.8 Any Renter who is under eighteen (18) years of age and the parent or legal guardian who executes this Agreement on that Renter's behalf agree that both individuals shall be subject to the terms and conditions set forth in this Agreement, provided however, the parent or legal guardian shall not have the privileges of a Renter.

#### **Section 25. GST**

- 25.1 All fees and charge are subject to the GST.