

## **Theatre Rental Terms and Conditions**

The Contracting Party's booking and use of the Theatre (the "Premises") are on the following terms and conditions:

1. The Library is not responsible for, and will not be liable to the contracting Party, for any damages whatsoever, arising out of or in connection with your use, or inability to use, the Premises even if the Library had been advised of the possibility of such damage.
2. The Contracting Party certifies that the person signing for the contract is the authorized representative of the Contracting Party and has the full authority to sign the contract and to commit the Contracting Party in respect of any other matter regarding the theatre booking contract the use of the Premises and the supplied equipment.
3. The Library grants to the Contracting Party the non-assignable right to use the Premises and any supplied equipment solely for the purposes, and on the dates and times stated on the contract. The time period for use of the Premises must include the time required to prepare the Premises for use and to clean up the Premises after use. The Premises MUST be vacated by 1:00 am.
4. The Contracting Party agrees that:
  - (i) by rescheduling its intended use of the Premises on more than two months' notice, a \$20 rescheduling fee for each rescheduled booking will apply; or
  - (ii) by rescheduling its intended use of the Premises on less than two months' notice, the cancellation fee, identified below in Section 5(i), will apply.

A written rescheduling notice must be received, and confirmed by the Library.

5. The Contracting Party agrees that:
  - (i) by cancelling its intended use of the Premises on less than two months' notice, only fees for extra items such as equipment rental or after hour attendant will be refunded; or
  - (ii) by cancelling its intended use of the Premises on more than two months' notice, the Library will refund any fees paid to it for such use, less a cancellation fee of \$20.

A written cancellation must be received, and confirmed by the Library.

6. The Contracting Party is solely responsible for the preparation and set-up of the Premises and supplied equipment for use. The Contracting Party shall not cause or permit the Premises or any supplied equipment to be defaced or damaged in any way. The Contracting Party shall return the Premises and supplied equipment to the Library in the same condition as when its use began and, if it fails to do so, shall be

responsible for any and all damage caused by its use of the Premises or the supplied equipment. The Contracting Party shall pay to the Library, on receipt of an invoice, the reasonable cost of any and all repairs required to be made to the Premises or supplied equipment as a result of their use by the Contracting Party or any of its employees, invitees, attendees or guests.

7. In using the Premises and the supplied equipment, the Contracting Party will comply with these Terms and Conditions, all applicable federal, provincial and municipal laws, by-laws, policies and regulations including the Library's Rules of conduct which are attached herein as Appendix A. The Contracting Party will ensure that all those in attendance on the Premises during the period of the Contracting Party's use will comply with such laws, by-laws and policies,
8. Any property of any kind brought on the Premises by the Contracting Party, its employees, invitees, attendees and guests, is at the sole risk of the Contracting Party and shall be promptly removed from the Premises after use of the Premises. If the Contracting Party fails to vacate the Premises at the end of the period of use, the Library may remove property of any kind and dispose of it at the Contracting Party's expense. The Library shall not be liable for damages or loss as a result of any removal or disposal of any property in accordance with this section.
9. The Contracting Party assumes full responsibility for the acts and conduct of all persons admitted to the Premises during the Contracting Party's use. The Library retains the right to interrupt or terminate the use of the Premises or to eject any person if designated Library staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety or there is a violation of Library's Rules of Conduct or these Terms and Conditions. The Contracting Party waives any damages or compensation should its use of the Premises be so interrupted or terminated.
10. The Contracting Party agrees that:
  - (i) Library staff may have access to the Premises at all times and may attend any meeting, course or event being conducted by the Contracting Party on the Premises;
  - (ii) the event will not promote, or have the effect of promoting, discrimination, contempt or hatred for any group or person on the basis of race, ethnic origin, place of origin, citizenship, colour, ancestry, language, creed (religion), age, sex, gender identity, gender expression, marital status, family status, sexual orientation, disability, political affiliation, membership in a union or staff association, receipt of public assistance, level of literacy or any other similar factor;
  - (iii) no games of chance, including bingo and lotteries, may be conducted on the Premises;
  - (iv) no charitable fundraising is permitted on the Premises unless authorized by the Toronto Public Library;

- (v) no goods may be sold on the Premises unless authorized by the Toronto Public Library;
- (vi) preparation and distribution of all publicity or marketing materials respecting any event to be held on the Premises are the sole responsibility of the Contracting Party, but all such materials must be approved by the Library prior to their distribution or circulation;
- (vii) no alcohol may be sold on the Premises;
- (viii) no smoking is allowed on the Premises or in any part of the Library; and
- (ix) no open flames (e.g. candles, oil lamps, etc.) are permitted on the Premises or Library. No more than two sticks of incense may be burned on the Premises at any given time.

11. The Contracting Party is responsible for any costs associated with its use of the Premises or the supplied equipment which are not specifically identified in the contract, excluding the supply of any utilities to the Premises.

12. The Contracting Party will breach this contract if it fails to pay any amounts due on their due date, if it breaches any of the Terms and Conditions, or if it poses a risk to the health and safety of the public or Library staff. If the Contracting Party breaches this contract, the Library may, in its sole discretion, terminate the use or intended use of the Premises without refunding any of the payment and shall be under no obligation to allow the Contracting Party to use the Premises in the future.

13. In addition to the Library's right to terminate the Contracting Party's use of the Premises identified elsewhere in these Terms and Conditions, the Library, in its sole discretion, may terminate the Contracting Party's right to use the Premises if:

- (i) it becomes aware of a use that is contrary to law;
- (ii) the Contracting Party has misrepresented anything in its contract or its theatre booking application and related questionnaire;
- (iii) there is a likelihood of harm to any person or property;
- (iv) it becomes aware that the Premises are intended to be a permanent or long-term location for the Contracting Party's activities, including establishing offices in Library meeting rooms;
- (v) the Contracting Party has previously misused the Premises or other Library facilities or materials or has failed to pay any fees of any sort owing to the Library; or
- (vi) the Contracting Party has failed to make the required payment for use of the Premises by the time of confirmation of booking of such use, identified in the contract.

14. If the ability of the Library to provide the Premises for the Contracting Party's use is rendered impossible due to matters beyond the Library's reasonable control including, but not limited to, damage to the Premises and labour disruption, then this contract shall be terminated and the Contracting Party shall be entitled to a refund of the fees it has

paid to the Library. The Contracting Party waives any claims for damages or compensation on account of such termination other than the refund of fees referred to above.

15. The Contracting Party will ensure that the occupancy of the Premises will not exceed the maximum permitted occupancy as follows:  
York Woods Theatre – 240   Fairview Theatre - 260   Palmerston Theatre - 120
16. The Contracting Party will ensure that during use of the Premises no aisles or exists are obstructed.
17. The Contracting Party will contact the Library's Theatre Supervisor at 416-395-5741 within (2) weeks of receiving the Confirmation/Receipt in order to schedule an appointment to discuss the use of the Premises. The Theatre Supervisor must approve the videotaping or filming of the event to be staged on the Premises.
18. The Contracting Party will comply with the procedures set out in the Library's Theatre Manual, a copy of which is available from the Theatre Supervisor.