

<i>The Town of Fort Frances</i>	<b>SECTION</b>
	COMMUNITY SERVICES
<b>TOWNSHEND THEATRE OPERATIONS</b>	<b>REVISED</b>
<b><u>POLICY</u></b>	September 1999
Resolution No.	Supercedes Resolution No.
Policy Number 2.3	<b>PAGE 1 of 6</b>

## 1. PURPOSE

Townshend Theatre is owned and operated by The Corporation of the Town of Fort Frances under management of the Community Services Department.

The Theatre is available for use to all individuals, organizations and corporations on a non-discriminatory basis under the term's and conditions laid out in the Operating Procedures Manual and Rental Agreement. All Permit Holders and patrons will be responsible for compliance with all local, provincial and federal laws and policies, by-laws of the Town of Fort Frances.

The material contained in this Operating Procedures Manual is intended to serve as an adjunct and integral part of all permits for the use of the Theatre and as a guide for potential Permit Holders.

Management of the Theatre may, by specific exception or amendment to the body of the permit, 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 force as stated.

In this manual the THEATRE is the Townshend Theatre. The user group is the PERMIT HOLDER. The COMMUNITY SERVICES MANAGER is the Town of Fort Frances.

## 2. COMMUNITY SERVICES MANGER

### A. Performance Contract

At the request of the COMMUNITY SERVICES MANAGER, the PERMIT HOLDER shall produce any contract that it may have with an artist with regard to any question of copyright or other material, which the COMMUNITY SERVICES MANAGER may deem necessary to determine that the PERMIT HOLDER has completed arrangements for the engagement.

### B. Opening before for Lobby/Curtain Time

It is recommended that the PERMIT HOLDER open the THEATRE, which includes the Lobby Area, 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. At that time, all technical preparation, lighting and sound checks, rehearsals and other activities will have been completed on the stage and in the THEATRE.

The PERMIT HOLDER agrees to make every effort to begin the event within five minutes after the announced commencement time. The PERMIT HOLDER or designate, at their discretion or when unforeseen circumstance's dictate, will delay the start of the performance for a reasonable period of time to allow the majority of patrons to be seated.

It is recommended that for all programs lasting one hour or more, the PERMIT HOLDER will schedule and allow an intermission of not less than twenty (20) minutes, subject to modification by the THEATRE.

C. Permit Holder Representative

The PERMIT HOLDER will furnish to the THEATRE the name, address and phone number of the PERMIT HOLDER'S representative. This representative will be the sole person authorized to make decisions or to negotiate with 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

D. Open Rehearsals

Any rehearsal attended by more than twenty (20) non-personnel will be considered a performance at the THEATRE unless approved in writing by the COMMUNITY SERVICES MANAGER.

E. Building Overtime

The standard daily rental period is seven (7) consecutive hours. The rental period starts when the PERMIT HOLDER or group enters the THEATRE or set up is started on the PERMIT HOLDER'S behalf. The rental period ends when:

- i. All stage equipment has been put away;
- ii. All lighting that has been adapted for the PERMIT HOLDERS specific show is reset to the standard;
- iii. The stage floor has been swept and/or mopped;
- iv. The PERMIT HOLDER group has vacated the building; and
- v. The THEATRE building is locked and a security check is completed.

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

F. Financial Settlement

When money is owed to the THEATRE at the conclusion of an event, an invoice for the balance owed will be issued to the PERMIT HOLDER. 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 PERMIT HOLDER will accompany the invoice. In the event of seating surcharge, the surcharge will be included in this invoice.

### **3. TECHNICAL FACILITIES AND EQUIPMENT**

#### **A. Technical Staff**

When the PERMIT HOLDER is using technical equipment, qualified technical persons are required to operate the equipment. A listing of these personnel can be made available to the PERMIT HOLDER upon request. Cost of this staff is the responsibility of the PERMIT HOLDER. Under special circumstances for those PERMIT HOLDERS providing special technical staff, arrangements can be made with the COMMUNITY SERVICES MANAGER.

#### **B. Backstage Policies**

- i. All the PERMIT HOLDER effects must be removed from the building at the termination of the rental period. If effects are not removed, they will be removed at the owner's expense. All technical aspects of events conducted at the THEATER are subject to supervision and approval of the COMMUNITY SERVICES MANAGER.
- ii. Painting is not permitted in the THEATRE except in the loading dock area. Appropriate drop cloths must be used to protect the floor. Expense to repair any damage will be charged back to the PERMIT HOLDER.
- iii. No stapling, screw/Jig or nailing into the stage floor is permitted.
- iv. All exit doors and hallways must be kept clear from obstruction at all times.
- v. No costumes, properties, etc., are to be hung from the fire equipment, emergency lighting fixtures or backstage equipment at any time.
- vi. Food and drink are not permitted in the THEATRE, catwalks or control room.
- vii. Nothing may be attached to the stage drapes. This includes anything that may be pinned or taped to the curtains.
- viii. There will be no tours of the THEATRE, backstage or any of the technical areas without the authorization of the COMMUNITY SERVICES MANAGER or designate.
- ix. Audience members should be prevented from going on the stage or into the backstage area after a performance. Guests of the performers can be greeted in the lobby.

#### **C. Additional Equipment**

Audio-visual equipment, including VCR and TV monitor, flip charts, video projector easels or other specialized equipment may be arranged at a cost to the PERMIT HOLDER, through the COMMUNITY SERVICES MANAGER or designate pending availability.

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

The group will pay for any damage suffered to the piano(s) during their use by a group. The piano(s) will be inspected by the COMMUNITY SERVICES MANAGER or designate and the PERMIT HOLDER prior to and following each use.

D. Orchestra Pit-Stage Thrust

The orchestra pit is available for use by any PERMIT HOLDER using the THEATRE. It is, however, due to its design, very labour intensive to move. Please consult the COMMUNITY SERVICES MANAGER or designate when making plans to utilize the orchestra pit.

If the PERMIT HOLDER wishes to use a piano in the orchestra pit, an electrical cord may be supplied.

**4. BUILDING PERSONNEL**

A. Front of House Crew

All PERMIT HOLDERS must supply the required front of house personnel including stage crew, house manager, security, ushers, box office, etc. in order to ensure that THEATRE policies are adhered to.

**5. CATERTING**

A. All Caterers

All food services must be supplied by a caterer arranged through or authorized by the COMMUNITY SERVICES MANAGER.

B. Licensed Events

The High School Cafeteria adjacent to the Lobby is available for special licensed events subject to Fort Frances Municipal Alcohol Policies.

**6. GENERAL POLICIES**

A. 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 PERMIT HOLDER or caused or permitted to be used for any play 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 THEATER, including hallways, corridors and passageways, also radiators and house lighting fixtures, will in no way be obstructed by the PERMIT HOLDER. 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).

B. Lost Articles

The COMMUNITY SERVICES MANAGER or designate 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 PERMIT HOLDER, and any other persons in the PERMIT HOLDER'S employ or under his/her control, will not collect nor interfere with the collection or custody of such articles. LOST AND FOUND: Please call the COMMUNITY SERVICES MANAGER or designate.

Where lost articles can readily be identified to be the property of the PERMIT HOLDER, his employee, or others under his/her control, the COMMUNITY SERVICES MANAGER or designate 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.

C. 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 PERMIT HOLDER, the THEATRE and its officers, agents and employees shall act solely for the accommodation of the PERMIT HOLDER; 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 PERMIT HOLDER property prior to or following the contract is not permitted unless special arrangements are made with the THEATRE.

D. Reproductions and Sale of Items Produced at the Townshend Theatre

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 COMMUNITY SERVICES MANAGER or designate. An additional charge may be made by the THEATRE, and paid for by the PERMET HOLDER, for any such reproduction in respect of each engagement for which consent is granted. The name Townshend Theatre must appear on all such reproductions.

E. Smoking

Smoking in the THEATRE is not permitted in any area. The Town of Fort Frances designates the Townshend Theatre as a non-smoking building. By agreement with the Rainy River District School Board there is to be no smoking on Board property.

The PERMIT HOLDER will be responsible for enforcing smoking regulations. Failure on the part of the PERMIT HOLDER to enforce these regulations of its staff and personnel will constitute a breach of the PERMIT and can, at the option of the THEATRE MANAGEMENT, cause the termination of said PERMIT, with all advance deposits forfeited as liquidated damages. In addition, the PERMIT HOLDER will be liable for any fines or penalties under by-law.

The PERMIT HOLDER'S production requires cast members to smoke on stage, the COMMUNITY SERVICES MANAGER must provide prior approval at the time the Theatre Rental Agreement is signed. Once approved and at the PERMIT HOLDER'S expense, ALL advertising must include a disclaimer that smoking is part of the production.

F. Food and Beverages

Food and beverages will not he allowed in the THEATRE performance seating area, catwalks and control room.

G. 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 COMMUNITY SERVICES MANAGER or designate.

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 the event, difficult or impossible.

H. Compliance with Laws

The PERMIT HOLDER will comply with all laws of Canada, the Province of Ontario, and all by-laws and regulations of the Town of Fort Frances and the PERMIT HOLDER will not suffer to be done anything on the property of the THEATRE in violation of any laws, by-laws, rules or regulations. The licensed premises shall not be used for any illegal, indecent or immoral purposes.

I. Right to Alter Operating Procedures Manual

At their discretion, Council may change, alter, amend or cancel any or all of the articles and/or sections of the Operating Procedures Manual any time and from time to time as it affects an individual PERMIT. Any change will be confirmed to the PERMIT HOLDER.

J. 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.

K. Refusal to License

The COMMUNITY SERVICES MANAGER or designate or the Town Council may refuse to rent the facility for any event, activity or performance if it's determined 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 may result in a refusal to rent.

L. Insurance

The PERMIT HOLDER is required to secure insurance in the amount of \$1million to cover it for liability during use of the THEATRE. The PERMIT HOLDER to the THEATRE upon request must supply a certificate of proof of insurance.

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

M. Basic Conditions of Use

- i. PERMIT HOLDERS shall completely indemnify and save haniiless the THEATRE and the TOWN OF FORT FRANCES and shall provide proof of separate public liability insurance (at a minimum coverage per incident of one million (\$1,000,000.00) dollars).
- ii. PERMIT HOLDERS shall conduct the event in a safe, secure and orderly manner.
- iii. PERMIT HOLDERS shall remove all material and debris from the parking area and grounds immediately following the event.

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

N School Use of THEATRE

- i. All schools shall supply sufficient teachers, staff or parent helpers, so as to ensure a 22 / 1 student / supervisor ratio.
- ii. Only students trained and approved by the COMMUNITY SERVICES MANAGER or designate will be allowed to operate the THEATER equipment and to be approved to have access to technical areas.
- iii. Students will be required to remain in the THEATRE or backstage during rehearsals. Students are not allowed to loiter in the lobby. Unless approval is given by the COMMUNITY SERVICES MANAGER or designate, students will no be allowed in the lobby during rehearsals or performances.
- iv. So as to prevent disruption of a performance and inconvenience to patrons, students will not be allowed to enter arid / or leave the THEATRE once a performance has begun.