

Note: This is a sample only, actual terms may vary

SAMPLE RENTAL AGREEMENT

BETWEEN

**THE FRIENDS OF
JERICHO ARTS CENTRE SOCIETY**

at

1675 Discovery

Vancouver, B.C. V6R 4K5

and

XZY Productions

Month YEAR

This Agreement is between:

THE FRIENDS of JERICHO ARTS CENTRE (FoJACS),

and **XYZ Productions** (Guest Co.)

for the use of the Jericho Arts Centre (JAC) to present:

“THE XYZ SHOW”

1. Dates & times JAC is available to Guest Company:

	From	To
Tech (JAC available all day)	Date	Date
Performances: From 6pm	Evenings Date	Date
From 1pm	Matinees Date	Date

2. Terms, etc

a) Rental Fee- % of Gross Box Office Revenue	30%
b) Fixed fee or rate, maximum of	N/A / \$X.XXX
c) Contribution to General Liability Insurance	\$50 / \$100 / \$200 / \$200
d) Damage / Performance Deposit (due on signing contract)	\$100 / \$150 / \$200 / \$250
e) Tech penalty for failure to clear Tech with JAC TD – see 4	\$300
f) Fixed Tech fee (for consultations & Tech approvals ONLY) see 4	\$100 / \$ 200 / \$300 / \$400
g) Green Room Access	Full access / Limited Access
h) Concession operated by	No Concession / UPV / Guest Co
i) FoJACS to send VIP invites for opening from JAC list	Yes / No

3. Guest Company to submit forms (see JAC website):

Action	Initial Info by: (ASAP)	Final Info by: (Tech - 4 wks)
Guest Company GENERAL INFO	Rec'd.	
Guest Company TECH INFO		

4. FoJACS Technical Director:

Techie Dee jerichoartscentre@gmail.com

111-222-3333

Tech fee provides for access to TD for consultations and approvals ONLY – No Tech work is provided

Signature: _____

Printed Name: _____

Guest Company Representative:

Title or position held: _____ Date: _____

Signature: _____ Printed Name: _____

Friends of Jericho Arts Centre

Title or position held: _____ Date: _____

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JAC RENTAL CONTRACT (Part II)

1. Volunteering

The Jericho Arts Centre (JAC) AC is a Vancouver Park Board facility leased and managed by FoJACS volunteers. It is understood that, by signing this agreement, the Guest Company undertakes to provide volunteers for work required in JAC operations and to support the development of the facility.

2. Friends of Jericho Arts Centre Society (FoJACS)

FoJACS is a non-profit society incorporated under the laws of British Columbia, having its registered and records office at The Jericho Arts Centre, 1675 Discovery Street, Vancouver, British Columbia

All performers, crew and volunteers with the Guest Company are required to apply for membership with FoJACS. There is no cost to this and membership lasts until the AGM for the current season. Members are entitled to vote at the FoJACS AGM and have limited insurance cover under the FoJACS General Liability policy.

3. Technical Director (FoJACS)

The FoJACS Technical director is ONLY available for consultations on JAC issues and approval must be obtained for the FoJACS TD for ALL tech issues. This includes, but is not limited to: set construction, set assembly, seating risers, seating, lights, stage risers, sound equipment, drapes, etc. The FOJACS TD will be responsible for determining what FoJACS/United Players (UPV) resources can be used by the Guest Company. The Guest Company must contact the FOJACS TD at least three weeks in advance of move-in to finalize Tech needs and time(s) that the FOJACS TD is needed on site.

The Guest Company is required to pay a fixed fee to FoJACS for consultations with and approvals from the TD. Normally this will be up to \$400, but this limited may be exceeded if the JAC TD feels that extra consultation/supervision is required. It is for the Guest Company to advise the JAC TD of all tech work planned in JAC and request a more specific quote on the fixed fee. If the Guest Company wants the JAC TD to tech their show, this can negotiated directly with the JAC TD and paid directly to the TD.

There will be penalty of \$300 charged if the Guest Company fails to meet this requirement in a timely fashion as determined by the FoJACS TD.

4. Booth Operator(s)

The Guest Company will provide a Booth Operator for all rehearsals and performances that require use of the lighting and/or sound equipment. All Booth Operators will need to be pre-approved by the FoJACS TD. For approval to be given, resumes of all Booth Operator applicants must be submitted to the FOJACS TD at least 7 days before their services are required.

5. Box Office Attendant

The Guest Company will provide the Box Office Attendant(s) for all performances. Box Office attendants must encourage patrons to complete the FoJACS raffle form.

6. Box Office Receipts

Gross Box Office is defined as all revenue derived from all performances in the JAC. Gross Box office, including tickets sold off-site, the value of Season tickets used, and donations made in return for admission to a performance, etc..

7. Bringing in “Stuff”

The Guest Company will secure permission from FoJACS in writing before bringing (a) any technical (e.g. lighting & sound) equipment or (b) materials that may be deemed hazardous into JAC

8. Cleaning (Daily)

The Guest Company will leave all areas of the JAC (including the green room, dressing rooms, stage, audience, front of house, washrooms, booth, kitchen, office and refrigerator(s)) in a clean and tidy state after each performance.

Before each performance, the Guest Company will inspect the washrooms and make sure: garbage cans are empty; toilet paper & hand towels are adequately supplied; and all clearly visible messes have been cleaned up.

9. Comp Tickets for FoJACS

Comp tickets will be provided by the Guest Company to all FoJACS/UPV staff who work directly on the show. Two comps and some 2-for-1 tickets will also be provided, if requested, to the Visual Artist displaying in the lobby.

10. Concurrent Shows

If the Guest Company is working in JAC at the same time as another show, the Guest Company is required to liaise with the Production Staff of the other company in order to not compromise the other show. This requires both companies to work closely with each other in case any set pieces, props, lights, etc have to be moved and replaced to accommodate either production.

11. Credit Card Sales

FoJACS will process all credit card reservations or sales. and patrons will be charged \$2.00 for each transaction

12. Damage / Performance Deposit

Deposits will be applied against any damage or costs of clean-up that is attributed to the Guest Company. Deposit is non-refundable if written notice of cancellation is not received four weeks before move-in date. Any unused portion will be refunded after confirmed completion of all Guest Company obligations.

13. Equipment

Additional equipment, including light and sound equipment, props, costumes and furniture may be made available from United Players of Vancouver (UPV). Use of these materials is subject to separate agreements with the UPV, at charges to be negotiated directly with them. The use of any additional sound or light equipment (whether rented from UPV or any other party) requires installation and removal by the JAC TD which will be charged at current rates.

14. Fire Lanes

A minimum 4' wide clear path must be left to provide unobstructed access all four exit doors and the exit signs to the two South exit doors must be visible to the audience. Access to the tool and store rooms must also not be restricted.

15. Fire on Stage

Application for all burns must be approved by the FoJACS TD in writing.

16. Screws in the Floor

Application to place all screws in the floor must be approved by the FoJACS TD in writing.

17. Fixed Fee or Rate

This is generally only applied to rentals that do not run a Box Office.

18. Floats and other Cash

The Guest Company will be responsible for all Box Office cash. This will include providing floats and safekeeping of all monies..

19. FoJACS provides:

Under this agreement, FoJACS will provide (subject to availability):

- Use of the JAC
- Use of lighting and standard sound support
- Use of house draperies
- Use of audience risers and audience seats
- Access to the dressing rooms and green room as specified in Part I
- Access to the technical booth at times approved by the FoJACS TD
- A House Manager
- Limited marketing assistance

20. General conduct

The Guest Company will recognize its activities in FoJACS will reflect in the overall public impression of the JAC and the Guest Company will conduct itself at all times to keep that public impression favourable.

21. Green Room

Major productions will usually have full access to the Green Room. Minor productions with small casts will typically only have access to the Ladies Green room & the Green Room toilets.

22. Insurance

Guest Companies are required to contribute to FoJACS General Liability Insurance Policy which provides cover for individual members of FoJACS while working on FoJACS operations – i.e. enabling Production Companies present in JAC.

It does not cover Production Companies or their goods or Actors while on stage.

Groups and Individuals who book JAC are advised to provide for cover for their own equipment and all operations not covered by the FoJACS policy and such cover must name FoJACS as an Additional insured.

23. Liquor

Any production wishing to serve liquor must be approved in writing by the designated FoJACS representative and must comply with all legal and house requirements.,

24. Production Meetings

The Guest Company will recognize FoJACS as part of their production team and invite FoJACS to participate in all production meetings and provide full disclosures on progress.

A meeting should also be called for all cast and crew soon after moving into JAC so that a FoJACS representative can present guidelines for working in JAC and answer any questions.

25. Safety

- At all times, the Guest Company, its members, employees and volunteers will conduct their activities in a safe fashion, having due regard for applicable provincial and municipal laws (including WCB standards). A copy of the JAC Safety and Procedures Manual is kept at JAC and the Guest Company is responsible for complying with all requirements covered and not covered by this manual.
- The Guest Company will also take all necessary steps to protect the structure of the JAC building, its fixtures and all property located within the JAC from damage.
- The Guest Company is responsible for insuring that everyone who uses ladders, the rolling scaffold or the 20' Uplift receives safety training from JAC prior to their use.

26. Show Strikes

a. Pre-ceding Show Strike

Cast & crews of outgoing shows are expected to leave JAC clear and clean, with the floor painted, if necessary.

Guest Companies are advised to liaise with the FoJACS TD and the preceding production company to see what, if anything should be left in place on the preceding company strike. If the Guest Company does want anything left in place, they should send a representative to help with the preceding show strike.

b. Guest Company Strike

Following the last performance, the Guest Company will be responsible for completing all the items on the Strike Check Sheet unless specifically agreed otherwise by the FoJACS TD:

Note that the damage deposit will not be released until a week after the strike, to allow time for FoJACS to be satisfied that all the work required has been completed.

It is the responsibility of the Guest Company to (a) confirm all the detailed requirements on the Check Sheet are adequately addressed and that (b) ensure that enough people are available in JAC following the last performance to complete all work necessary

27. Seating

The seating plan for the previous show in JAC can be usually be found by looking at the event details during the Tech time for that show on the JAC availability calendar (see "want to perform in JAC?" on the JAC website) A number of alternative seating plans can also be found under "Theatre Specifications"

The Guest Company needs to advise FoJACS of the desired seating plan through the “GENERAL INFO FORM” on the JAC website

If the Guest Company wants an alternative configuration to the one used by the preceding show, FoJACS needs to be provided with necessary details at least 4 weeks before move-in. Changes in seating plans must be done after the strike of the preceding show, and the Guest Company needs to provide supervision and labour at that time for the changes. Typical labour requirements can be estimated at a minimum of 4 strong helpers for 2-6 hours to: Move those seats that need stacking; disconnect railings & risers; move seating risers into a new configuration; reconnect risers; install railings; replace seating. . FoJACS will provide (subject to availability) a volunteer for up to 2 hours to instruct the Guest Company on what needs to be done.

Some risers may have to be collected from the Phoenix store, in which a small truck and additional time will be needed. Allowance should also be made in case work on the risers cannot start until after the set has been partly dismantled from the preceding show.

Additional labour will be needed prior to opening to fix the risers and mount the railings and place the chairs.

The Guest Company also needs to contract with the FOJACS TD to supervise any changes in riser configurations.

In the event that FoJACS needs to move some or all of the seating risers and/or set for other activities in the JAC during the Guest production, the Guest Company must undertake to provide assistance to FoJACS this purpose. FoJACS will provide the supervision

28. Supplies:

The Guest Company is expected to bring their own supplies – gaffer tape, paint, nails, screws etc to JAC.

29. Tech Crew

The Guest Company will provide their own Technical Director, Lighting Designer, Set Designer, Sound Designer and crews as needed. All their work needs to be approved by the FOJACS TD

30. Tech Call-out, Repairs and damage to equipment & building

If a Tech Call-out is required by the Guest Company, the cost will be born by the Guest Company.

If an equipment failure is experienced for any reason during the period of this agreement, the Guest Company is responsible for the first \$100 of costs of each incident.

Should any of the Guest Company team damage any equipment, or the JAC building, etc, then the Guest Company will be responsible for repair or replacement of same.

31. Tech Penalty

The Guest company is responsible for clearing ALL Tech requirements with the JAC TD. This requires meeting with the JAC TD at least 10 days before the first day of rental and providing all details of set, sound, lighting, special plans etc. In particular, conditions for all proposed hazardous activities (open flames, flying cast, etc) must be documented and approved in writing before implementation. Failure to comply will incur a non-negotiable penalty of \$300 plus the cost of any actions that may be required by the JAC TD

32. Reports (Daily)

For each performance, the Guest Company will provide the FoJACS with a summary report (Daily Box Office Report) showing attendance and revenue as attached (Section 43) or approved equivalent. Cash receipts will be counted by both the Guest Company and the FoJACS House Manager. A copy of the BO report and daily credit card slips are to be left in the JAC Office after each performance.

33. Reconciliation

All BO Reports and credit card slips, with details of all BO revenue (including Season Tickets and other “outside” sales) are to be provided to FoJACS by the end of the last performance. A reconciliation of the account will be prepared and settlement will be made within 10 days of the last performance

34. Report (Final)

A final report is to be submitted to JAC based on the attached sample (section 43) within 4 weeks of the last performance

35. Refuse

The Guest Company must arrange for removal of all refuse that cannot be disposed of in normal fashion through Park Boards containers.

36. Revocation:

FoJACS reserves the right to revoke use of the JAC facility and equipment at any time if this becomes necessary due to unforeseen circumstances, or if the conditions of this contract are not being met.

37. Marketing & Promotion

a. Responsibility

The Guest Company is responsible for Marketing its own show. .

b. Credits:

The Guest Company will include the FoJACS logo on all of its advertising, (including posters, postcards and display advertising). FoJACS will provide the logo in electronic format to the Guest Company. In all event listings the venue will be credited as “Jericho Arts Centre, 1675 Discovery Street, Vancouver”

Credit for assistance should be given in the Guest program to The Jericho Arts Centre and United Players of Vancouver.

c. Email Notices to JAC/UP database

By arrangement, FoJACS will email show announcement to its database. .

d. Flyers

Flyers should be delivered to JAC ASAP for distribution during preceding productions. Typically, these can cheaply produced be printed on 8.5” x 11” coloured paper and cut 3 per page. .

e. Posters

Two copies of a Poster suitable for display in JAC should be delivered to JAC as soon as possible for display on the lobby “Coming to JAC” board. An interim can be supplied initially and replaced with a final poster when available.

f. Promotional Activities:

During public performances, FoJACS may conduct promotional activities for JAC in the front of house, including a raffle for UP season tickets. This will be the only audience contact information collection data-collection method used. The raffle box will be prominently displayed for each performance and the Guest Company is required to help promote this raffle..

FoJACS warrants that this information will be collected voluntarily and will be used only for the purpose of promoting local cultural activities. Promotional activities by the Guest company require prior approval by FoJACS.

g. Program Ads – Preceding Show

As a condition of this agreement, all companies are required to provide a free ½ page ad in their program for shows coming to JAC.

Check the JAC website for or program so that you know which preceding company is required to carry you ad and it is your responsibility to contact this company to make arrangements for your ad.

h. Program ad – Your Show

Provision also needs to be made to provide a free ad of similar size in your program for show(s) that follow yours. The following show has the responsibility of contacting you on this

i. Tickets Tonight and Ticketmaster

If the Guest Company uses Tickets Tonight or Ticketmaster or other third party ticketing vendor, the Guest Company will provide JAC with the user name & password for web access to ticketing information.

j. UP Reservation Line

Line 3 of the UP reservation line be available to the Guest Company after the previous Guest Show closes (Check with JAC calendar for dates).

k. VIP Invites to opening

If confirmed by Guest Company, FoJACS will send out personalized complementary invites to the opening night on behalf of the company to local VIPs in our database.

l. Web Information

The Guest Company is responsible for checking that all information relation to the Guest Production on the JAC website is correct.

m. Web Reservation Form

JAC will create a web reservation form on the JAC website. You can put the same link on your own website and/or mail the link to your audience. The form will generate an automatic email confirmation to the patron. There is also an option that will provide information on parking, directions to the theatre etc for the patron.