



GLASGOW SQUARE THEATRE RENTAL AGREEMENT AND CONTRACT

155 Riverside Parkway, New Glasgow, NS B2H 5E1 | 902-752-4800 | glasgowsquare.com

RENTER INFORMATION

First Name: _____ Last Name: _____

Contact Phone: _____ Contact Email: _____ Organization (if applicable): _____

Address: _____ Unit: _____ City: _____ Province: _____ Postal Code: _____

EVENT INFORMATION

Rental Date(s): _____ Rental Start Time: _____ Rental End Time: _____

Duration of Rental: _____ Estimated No. of Guests: _____

NOTE: Rental time is inclusive of load-in, load-out, setup, and teardown. Renters will only have access to the facility during their specified rental time, and all activities must take place during the rental period. Keep this in mind when scheduling your event; your event start time will likely not be the same as your rental start time.

Details and Brief Description of Event:

RENTAL RATE INFORMATION

Rental Space: _____ Base Rental: _____ Additional Hours: _____

Total Rental Duration: _____

Total Base Rental Rate

Additional Services

Setup, Custodial,
& Linen Fee
Per Day
(\$160.00)

Basic Sound & Lighting
(\$250.00)

Bar Service Fee
(\$120.00)

Security
(\$40/hour per guard)

Total for Additional Services

Pre-Tax Total

HST @ 14%

TOTAL ESTIMATED RENTALRATE

Deposit Amount to be (+HST)

OFFICE USE ONLY

☐ Deposit Paid Initial _____

☐ Paid in Full Initial _____

☐ In Kind Initial _____

RENTAL RATE INFORMATION (continued)

- A signed contract, credit card on file and date-hold deposit in the amount of 50% of the rental rate up to \$250 +HST must be received to reserve your date(s) and time(s).
- The balance of your invoice, including rental fee and cost of additional services, is due seven (7) days following your event. This amount will be charged to the credit card you have authorized and placed on file, unless other payment arrangements are made.
- If you are unable to provide a credit card number to be placed on file for the duration of your event, the rental amount must be paid in full prior to the day of the event.
- No refunds of the deposit will be issued if rental is canceled without valid justification (see Section C below), as your agreement to rent Glasgow Square on this date may cause the loss of additional bookings or business.

CREDIT CARD AUTHORIZATION

Please fill out the below information to authorize Glasgow Square Theatre and the Town of New Glasgow to make a debit to your credit card listed below.

Your credit card will only be charged in the following scenarios:

1. A deposit in the amount of 50% of the rental rate up to \$250 +HST will be charged to the below credit card in order to reserve your date, unless an alternative payment method is arranged.
2. Following your event, your remaining rental fees owed will be charged to the below credit card within seven (7) days following your event, unless an alternative payment method is arranged. Any adjustments to the initially quoted rental rate will be approved prior to the card being charged.

This authorization does not permit your credit card to be charged for any unrelated debits or credits to your account. Your credit card information will be kept in a secure location and will not be accessible by anyone other than Glasgow Square management.

I, _____, authorize Glasgow Square Theatre (The Town of New Glasgow) to immediately charge the below credit card account a non-refundable date-hold deposit in the amount indicated above. I also authorize Glasgow Square Theatre (The Town of New Glasgow) to charge the below credit card the total estimated rental rate, less the deposit amount as indicated above, within seven (7) days following my event.

I certify that I am an authorized user of this card and that I will not dispute the payment with the credit card company, so long as the transaction(s) correspond to the terms indicated in this contract.

Card Information

Cardholder Name _____ Billing Address _____

City: _____ Province: _____ Postal Code: _____

Card Number: _____ Account Type: _____

Exp. Date: _____ / _____ (MM/YY) CVC/CVV: _____ (3-digit code on back)

The signatures below confirm that both parties have read and agree to each of the foregoing terms and conditions including rental fees, renter information and event information:

Signature of Client or Client's Representative

Signature of Venue Representative

Date

Date

TERMS AND CONDITIONS OF RENTAL

Rental clients are required to adhere to all Glasgow Square policies and relevant municipal, provincial, and federal laws and regulations while renting Glasgow Square. Please read the material below and initial at the bottom of each page, to ensure that all parties understand the requirements of providing for everyone's safety and keeping Glasgow Square Theatre a well-maintained and safe location for future use.

A. DEPOSIT & RENTAL FEES

A signed contract, credit card on file and date-hold deposit in the amount of 50% of the rental rate up to \$250 must be received to reserve your date(s) and time(s). The balance of your invoice, including rental fees and additional service costs, is due within seven (7) days following your event. This amount will be charged to the credit card you have authorized and placed on file, unless other payment arrangements are made.

B. LIABILITY

At least one designated staff person from Glasgow Square Theatre or the Town of New Glasgow is required to be on site at all times while renters are present on the premises. Renters will not be given unsupervised access to the venue at any time. Renters, when requested, are also responsible for obtaining event insurance and providing Glasgow Square Theatre with proof of insurance before event is held.

The renter agrees to indemnify, defend, and hold Glasgow Square Theatre and the Town of New Glasgow, its officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at Glasgow Square Theatre and the Town of New Glasgow.

In the event Glasgow Square Theatre and the Town of New Glasgow employees and/or agents are required to file any action in court in order to enforce any provisions of this agreement, the renter agrees to pay Glasgow Square Theatre and the Town of New Glasgow employees and/or agents, all reasonable legal fees, court fees, and costs of suit incurred by Glasgow Square Theatre and the Town of New Glasgow, including all collection expenses and interest due.

C. CANCELLATION

In a case where the event cannot reasonably take place due to force majeure – unpredictable occurrences including, but not limited to, an act of nature, act of government, or illness/disability – the date-hold deposit may be used to reserve a rescheduled date, or if no such date is possible, may be refunded. The parties may negotiate a substitute rental on the same terms as this agreement, save for the date and time. If Glasgow Square is presenting an artist, the venue holds the right to cancel event within 30 days of show date dependent on ticket sales, dependent on contract signed with artist.

Cancellation by the renter for reasons outside of force majeure will result in loss of deposit, with no exceptions.

D. CAPACITY

In accordance with the National Fire Code of Canada Section 2.7, Safety of Life, Glasgow Square's occupant load may not exceed the following in each rental space:

- Main Theatre
 - Seated: 250 People
 - Standing Room: 290 people
- Green Room
 - All Events: 38 people
- Outdoor Amphitheatre: Determined per event by fire inspector

These numbers represent capacity during normal operations, but may be subject to change on short notice due to unforeseen circumstances (i.e. public health restrictions brought on by the COVID-19 pandemic).

E. CONDUCT

Rental clients and their guests are expected to use the premises in a considerate manner at all times. Glasgow Square takes pride in being an inclusive community venue that welcomes people of every race, ethnicity, gender, sexual orientation, religion, disability, place of origin, etc. Glasgow Square has a zero-tolerance policy for abusive behaviour or language directed at our staff, guests, or members of the public. Disparaging remarks, inappropriate language, vandalism, theft, or physical violence of any kind will not be tolerated, and will be grounds for immediate expulsion from the venue with no refund.

Conduct by rental clients deemed to be inappropriate at the sole discretion of Glasgow Square Theatre or The Town of New Glasgow shall be grounds for immediate termination of the event and conclusion of the rental period. In such cases, no refund of the event costs will be made..

F (A). CATERING STANDARDS

Glasgow Square Theatre does not provide on-site food service. It is the responsibility of the renter to source, hire, and pay for food service providers (caterers). All caterers coming into the facility must be approved by Glasgow Square management.

Caterers must provide their own staff. Staff of Glasgow Square Theatre will not be responsible for preparing food, serving food, or cleaning where any product or items being provided by the caterer are concerned. Caterers must remove all of their own refuse from the site, including all trash, composting, and recyclables pertaining to food service. Failure to remove or clean will result in additional fees to the renter, and will be added to the invoice (see Section J)

F (B). Catering Standards (Non-Alcoholic Beverages)

All beverages served at Glasgow Square must be purchased through the venue, this includes bottled water, soft drinks, and fruit juices, with the exception of coffee and tea which are permitted. The renter and management can collaborate to find a beverage solution and cost that works best for both parties.

G. LIVE ENTERTAINMENT

It is the responsibility of the renter to source, hire, and pay for any live entertainment to be performed at their event. All live entertainment must be approved by Glasgow Square management.

If any Glasgow Square sound or lighting equipment is used, our house sound and lighting technician must be hired at an additional cost. Our technician is priced per event and must be booked prior to the day of the event.

H. SITE DECORATION

Decorations are to be provided by the renter, or sourced by the renter from a decorating/event planning supplier. No nails, screws, staples or other penetrating items are to be used on walls or floor. No glitter or foil (non-paper) confetti is permitted on site. Only low-tack tape is allowed on floors and walls. Candles may be permitted if they are contained within a holder.

Any damage incurred from decorations will be assessed and costs invoiced to the renter after the event.

I. LOAD-IN / LOAD-OUT & STORAGE

All loading in and out of equipment and personal belongings must take place within the designated timeframe of the rental agreed upon by Glasgow Square Theatre and the renter, as indicated above. Glasgow Square staff are not responsible for moving or handling any external items brought into the venue. All external items must be checked in by the rental client or client's representative. Any excess material created by deliveries (bubble wrap, boxes, hangers, plastic, etc.) must be removed and disposed of by the rental client or client's representative.

All outside equipment, supplies, and other belongings brought into the venue must be removed during the timeframe of the rental, unless alternate arrangements are made and agreed upon by Glasgow Square Theatre and the renter in advance.

Failure to remove all outside items during this period will result in an additional storage fee of \$100 + HST per day that these items remain in the venue.

J. CLEANING & EQUIPMENT REMOVAL

Glasgow Square Theatre will be in a clean condition prior to your event. Prior to the end of the predetermined rental time, renters are required to remove all of their belongings, equipment, and personal items, and vacate the premises.

All outside equipment, supplies, and other belongings brought into the venue must be removed during the timeframe of the rental, unless alternate arrangements are made and agreed upon by Glasgow Square Theatre and the renter in advance.

Failure to remove all outside items during this period will result in an additional storage fee of \$100 + HST per day that these items remain in the venue.

K. MUNICIPAL, PROVINCIAL & FEDERAL LAWS

This agreement is to be interpreted according to the laws of the Province of Nova Scotia. The renter agrees to comply with all applicable municipal (Town), provincial, and Federal laws, and shall conduct no illegal act on the premises.

Glasgow Square Theatre is a drug-free and non-smoking facility at all times, outside of the designated smoking area towards the back of the building.

L. LOST & FOUND

Glasgow Square Theatre and the Town of New Glasgow take no responsibility for personal effects and possessions, or other belongings left on the premises during or after any event. Any recovered items will be held for 30 days and then disposed of.

M. MARKETING & PROMOTIONS

Marketing and promotions of any public events or shows are the responsibility of the renter and the renter alone. Glasgow Square Theatre is not responsible for creating or distributing marketing materials for your event and does not have an obligation to assist with promotional efforts. When possible, Glasgow Square staff will include public events on our event listings, website, and social media platforms, although there is no guarantee that this will always occur. Glasgow Square's marketing efforts must prioritize events that are produced in-house and for which Glasgow Square is assuming most or all of the risk.

All marketing materials for public events must be approved by Glasgow Square Theatre management prior to distribution to ensure appropriateness and alignment with our values. Following the event, any posters or other marketing materials distributed in public spaces are to be removed promptly by the renter.

N. TICKETING & TICKET SALES

Advance tickets for all public events must be sold through Glasgow Square Theatre's ticketing service, provided by Ticketpro (<https://www3.ticketpro.ca/search.php?S=glasgow+square&date=TODAY>). Ticketpro reserves the right to be the sole ticket provider for Glasgow Square under contract. Tickets will be sold through online sales, phone sales, and in-person box office sales. Glasgow Square Theatre will be responsible for setting up ticketing in a timely manner, and for managing the sale of tickets and all customer service functions involved with ticket sales. Glasgow Square Theatre staff will be responsible for checking in guests at the door and managing ticket sales during an event.

Ticketpro ticketing service charges a fee of 2.89% for Visa & Mastercard & Discover & American Express and 1.50% for Debit transactions. Other fees include Printing Fees which range from \$0.05 to \$0.15 per ticket, along with Service Fee per ticket which range from \$1.50 to \$5.00 per ticket issued. In Theatre ticket sales are subject to a 2.00% processing fee from Square Payment Systems. These fees change dependent on shows and will be discussed in detail with the rental/presenter.

After fees, taxes, and remaining rental rate owed are deducted, any remaining ticket revenue will be remitted to the renter in the form of a settlement cheque within seven (7) business days.

O. BAR SERVICE & ALCOHOLIC BEVERAGES

Glasgow Square Theatre holds a permanent special premises liquor license, and can provide a full-service cash bar or open bar with two trained and qualified bar staff, at a flat rate of \$100 + HST. For an open bar, a gratuity in the amount of 20% of bar sales will be charged regardless of final bar sales. Bar service can be requested to be strictly non-alcoholic.

For events where alcohol is being served, qualified security staff will be hired by Glasgow Square Theatre and billed to the renter. Glasgow Square Theatre will determine the bar menu, purchase and provide all products sold at the bar, and will receive all revenue from bar sales.

It is important that all rental clients understand the seriousness of violating liquor licensing regulations. The renter shall not directly sell or serve alcohol on the premises at any time. Special requests may be made in cases where an alternative product is essential to the success of the event (i.e. table wine at weddings). In these cases, the cost of the product purchased will be invoiced to the rental client following the event. The renter agrees to ensure to the best of their ability that alcoholic beverages will be consumed in a responsible manner, and that under no circumstances will alcoholic beverages be served to minors (under the age of 19).

Glasgow Square Theatre maintains and enforces a strict zero-tolerance policy regarding outside alcohol. Any alcoholic beverages not served at our bar, included as part of a hospitality rider, or otherwise purchased and served under our liquor license, are not permitted to be consumed on our premises. **If outside alcohol is found/consumed on the premises, this will result in immediate cancellation of rental with no refund.**

Glasgow Square Theatre staff reserve the right, in their exclusive discretion, to expel anyone who they determine to be intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use, or insurability of Glasgow Square Theatre or the safety of its guests, staff, or building contents.