



**OPTIMISTE Performance Hall Rental**

**Salle de spectacle**  
**OPTIMISTE**  
**Performance Hall**

<b>CORPORATION de la Cité de / of the City of Clarence-Rockland</b>	<b>Politique/Policy no:</b>	<b>LOI2009-01</b>
	<b>Objet/Subject</b>	<b>Salle de spectacle Optimiste/ Optimiste Performance Hall</b>
	<b>Service/Department:</b>	<b>Services communautaires / Community Services</b>
<b>Date : Septembre / September 2009</b> <b>Préparé par/Prepared by: Thérèse Lefaiivre</b>	<b>Règlement/By-Law No.:</b>	
	<b>Résolution/Resolution No.:</b>	<b>2009-492</b>

**Policy Outline:**

- a) The City of Clarence-Rockland Community Services are responsible for all questions pertaining to Optimiste Performance Hall rentals.
- b) It is understood the City of Clarence Rockland has entered into an agreement with the Eastern Ontario District Catholic School Board for the usage of the performance hall. The following policy applies to all other users.
- c) **The Optimiste Performance Hall Rental Agreement** must be respected and duly executed for all activities held at the performance hall.
- d) Upon receipt of payment, the relevant rental permit will be issued in accordance with the rental policy.

**Performance Hall Registry and Relevant Documents:**

- a) Only the **Optimiste Performance Hall Rental Agreement** is recognized as the official rental form.  
  
As a general rule, all requests must be submitted at least one (1) month prior to the event.
- b) In order to avoid reservation conflicts, all requests must be submitted to the City of Clarence-Rockland Community Services
- c) The service office is responsible for maintaining a registry of all rentals.

**Awarding of Contracts:**

- a) Any conflicts that arise due to a performance hall rental shall be resolved by the Community Services Branch.

- b) A decision made at the management level may be appealed using the following rule:

The appeal must be submitted in writing or presented to the Branch Clerk/Registrar and/or Municipal Council, where applicable.

### **Rental Fees and Payments:**

- a) The rental fees are as set forth in the document entitled "Fee Schedule for **Optimiste Performance Hall**". The service is responsible for reviewing the rental fees as required.
- b) A \$100 deposit is required for all activities that require a liquor licence and where rental fees for reserving the facilities are taxed.
- c) A deposit exceeding \$100 may be requested at the discretion of Service Management, for any event considered to be a potential liability or any event that attracts a large attendance.

### **Compensation for the Supervisor:**

All activities must be supervised.

Volunteered supervision is acceptable when approved by the Service.

In the event that Community Services assumes responsibility for the supervision, the fees shall be paid by the lessee through the rental fee charges.

### **Method of Payment and Cancellation:**

- a) A deposit of 25% of the total rental fees payable in cash or by cheque is required to confirm the reservation before the **The Optimiste Performance Hall Rental Agreement** is duly completed and signed by the lessee.

The cheque must be dated for the date on which the reservation is confirmed.

- b) In the event that the lessee cancels the contract more than two (2) months before the event is to be held, all rental fees paid shall be reimbursed.

In the event that the lessee cancels the contract less than two (2) months, but more than one (1) month before the event is to be held, half of the rental fees paid shall be reimbursed.

In the event that the lessee cancels the contract less than one (1) month before the event is to be held, he shall receive no reimbursement.

In the event that the reservation is cancelled, the deposit shall be reimbursed.

- c) The balance of the rental fee payment (including the deposit) must be paid one (1) month prior to the event. Where applicable, Service Management may cancel the reservation if all efforts to reach the lessee prove unsuccessful. In such cases, the deposit amount shall be held back by the City of Clarence-Rockland.

**Full Reimbursement Due to Cancellation:**

A reimbursement shall be issued solely when the event clearly cannot be held due to adverse weather conditions.

In the event of a dispute, the decision made by Community Services Management shall take precedence.

**Reimbursement of Security Deposit:**

- a) The security deposit shall be reimbursed in full if the hall is left in the condition specified by the Service.
- b) Any amounts due and payable for cleaning and/or for reimbursement of damages shall be deducted from the security deposit (or fees payable).

The Service shall provide the lessee with clarifications concerning holdbacks or fees payable.

- c) Reimbursements will be paid out every two (2) weeks.

**Recognized Non-profit Organizations:**

The City of Clarence-Rockland's local non-profit organizations are as follows:

Minor Baseball Association  
Minor Hockey Associations  
Ringette Association  
Dalrymple Park Association  
Help Centre  
Knights of Columbus  
Old Age Club  
Beaver Jr. B Hockey Club  
Lions Club  
Optimist Club  
Figure Skating Club  
Centre le Partage  
Centre culturel "La Ste-Famille"  
Centre d'alphabétisation  
Centre d'accueil Roger Séguin  
Royal Canadian Legion

Richelieu Club  
Junior C Club  
Recreation Committee  
Scouts and Guides  
Daughters of Isabella  
Bowling League  
Minor Softball League  
Minor Soccer League  
Family Centre  
Union des associations paroissiales de  
Clarence Creek  
Union culturelle des Franco-ontariennes  
Religious Parishes  
Narcotics Anonymous  
Seniors' Support Services  
Clarence-Rockland Artists Association

**Various:**

In the event that the cleaning/set-up fees exceed the \$100 security deposit, the following shall apply: Cleaning/set-up fees at \$25/hour and 10% administration fees (\$5 minimum for administration fee) shall be charged to any lessee who has not returned the hall to the same condition it was prior to the rental.

Decorating/setting up the hall prior to rental may be possible if the hall is not being used before the reservation and depending on whether Service staff is available. The lessee shall assume all other fees related to opening/closing the hall. It is very important that health and safety codes be adhered to at all times in the performance hall during the preparation and the event.

**Exceptions**

Service management may approve free rental for organizations or persons holding unique activities such as fundraisers to assist families in the community going through a crisis. These requests must be submitted in writing to Service management.

Groups organizing fundraising activities for which all the revenues go towards improving the development of a municipal park, purchasing equipment for a municipal park and/or the performance hall, and renovation of a municipal building, may rent the performance hall free of charge. These groups must submit a written request, along with a description of the project being funded by that fundraiser.

**Fee Schedule for Optimiste Performance Hall**

	Regular	Recognized Non-profit Organization
<b>Performance Hall Rental Fees</b>		
Full Day (8:00 a.m. to midnight)	\$800	\$400
Half Day (4 hours) minimum fee	\$350	\$100

**Use of Hall for Rehearsals**

Key officer: \$55

**Technician Fees (sound and lighting)**

Mandatory fees for all groups

- Class A Technician \$325/day \$35/hour, 4-hour min.
- Class B Technician \$275/day \$30/hour, 4-hour min.
- Class C Technician \$225/day \$25/hour, 4-hour min.

Anyone using the performance hall must use the technical services hired by the City at all times. Depending on the requirements of the event, the lessee shall retain technical services from more than one technician (for sound and lighting). The lessee shall assume the costs associated with the technicians retained.

**Hall Manager:** all activities must be supervised.

**Additional Fees:**

**Third-Party Liability Insurance:** The user must provide proof of third-party liability insurance against property damage in the amount of one million dollars (\$1,000,000) (GST excluded). The City of Clarence-Rockland and the Eastern Ontario District Catholic School Board must appear as the additional insured on the insurance certificate. Please inquire about obtaining the premium rates offered under the City of Clarence-Rockland's insurance policy.

**SOCAN:** The Society of Composers, Authors and Music Publishers of Canada requires payment for royalties to perform music selections in public. For more information on SOCAN and their rates, visit [www.socan.ca](http://www.socan.ca). Subject to GST.

**Liquor Licence:**

The lessee renting the hall is responsible for obtaining this licence and must cover the fees. The lessee must respect the City of Clarence-Rockland's alcohol policy.

**Other Required Labour:**

The group or individual using the hall is responsible for securing all other labour required to carry out the event, i.e. door service, stage manager, attendants handling scenery, etc.

**Equipment Rental:**

In the event that the leasing group requires sound or lighting equipment in addition to that which is supplied by the performance hall, they shall obtain the equipment through the technicians hired by the city and shall cover the additional costs. Should our technical service not be able to supply the additional requested equipment, the lessee is free to obtain the equipment from another source and shall cover the fees. For security purposes and in order to respect all applicable codes, it is very important that this equipment be approved by the various municipal services.

\*\*\*\* GST will be added to all fees \*\*\*\*

**General Information:**

The Optimiste Performance Hall may be used for dance, musical, theatre and choir performances, as well as for showing movies and videos. It can also serve as a venue for conferences or any other type of event.

## **Facilities and Services:**

### **Multipurpose Performance Hall**

Capacity: 370 tier style seats  
130 regular orchestra style seats (pre-positioned tier)

Banquet Capacity: 200

Width: 62 feet

Depth: 62 feet using standard seats

24 feet using bleacher style seats

Depth of bleacher style seats: 37.5 feet

### **Stage:**

Width: 62 feet

Depth: 30 feet

Height of stage platform: 3 feet

### **PA system (acoustics):**

The room is surrounded by acoustic panels.

### **Finish:**

Stage floor: black vinyl tiles

Hall floor: vinyl tile

### **Kitchen:**

Users of the hall who also wish to use the kitchen shall use the catering services hired by the Eastern Ontario District Catholic School Board. Costs related to this service shall be covered by the lessee and will be set by the caterer. If the existing supplier cannot offer the service, the group will be able to hire another caterer while respecting the agreement set forth between the Eastern Ontario District Catholic School Board and the official kitchen supplier.

### **Dressing Rooms:**

Dance studio dimensions: 27 feet 8 inches x 39 feet 4 inches

Art gallery dimensions: 47 feet 4 inches x 46 feet

Washrooms: 1 for men, including 1 shower  
1 for women, including 1 shower

Make-up room: equipped with the appropriate mirrors and lighting

**Coat check and Ticket Counter:**

The entrance to the hall is equipped with a large coat check that can also be used as a ticket counter. The user must ensure to have people working at this spot.

**Washrooms:**

There are 2 public washrooms located in the performance hall lobby. (1 for men and 1 for women)

**Entrance Hall:**

The spacious entrance hall can be used as a place to congregate or socialize before a performance or during intermissions. This location can also be used to display works of art.

**Rules**

**Services for Special Needs Customers:**

The Optimiste Performance Hall provides people with space for wheelchairs. A ramp is provided behind the stage in order to reach the seating area. The parking lot includes a space reserved for disabled persons.

**Children Attending the Hall:**

The performance hall welcomes children; however, young children may disturb other listeners as well as the artists. As a result, babies and children under three years of age are not permitted to attend performances, with the exception of special family-oriented events.

Children aged three and up who are unable to remain seated quietly for the entire duration of a performance may be asked to leave the hall, along with the adult accompanying them. Discretion should be used when deciding whether or not to bring a child to a performance.

**Important Notes:**

The performance hall is designated a “non-smoking” location.

The lessee is responsible for obtaining all permits and licenses that they will require (liquor licence, SOCAN, etc.) and for paying all associated costs.





*Ce document est aussi disponible en français*

**Section 1 : TENANT PROFILE**

Name of organization or tenant :			
Address (residence or organization headquarters):		City:	Province: Postal Code:
Contact person :		Title (if applicable):	
E-mail address :		Phone # :	Fax # :
Have you rented the performance hall before :		If so, please specify the year in which you rented the hall :	
<input type="checkbox"/> Yes <input type="checkbox"/> No			

**Section 2 : INFORMATION ON RENTAL OF THE PERFORMANCE HALL**

Name of activity :		Date of activity: (YYYY/MM/DD)	
		From :	To:
<u>Date : (YYYY/MM/DD)</u>	<u>Hall opening hours :</u> (cannot be before 4pm on weekdays during the school year)	<u>Hall closing hours:</u>	<u>Technician required :</u>
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO
			<input type="checkbox"/> YES <input type="checkbox"/> NO

**Section 3 : INFORMATION ON THE TECHNICIANS**

**Attention :**

- A discussion of your technical needs with a technician is strongly recommended in order to complete this next section. Please communicate with Daniel Coghlan of ME Production at 613-443-9020 in order for them to submit an estimation of the costs to the person responsible for the performance hall.
- The definition of each class of technician is available on the next page.

<u>Date :</u> (YYYY/MM/DD)	<u>Type of Technician</u> (Sound vs Lighting vs both)	<u>Technician's time of arrival :</u> (cannot be before 4pm on weekdays during the school year)	<u>Technician's time of departure:</u>	<u>Class of technician :</u> (Please see the definition of each class of technician on the next page)
				<input type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C
				<input type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C

Date(s) of rental:

				<input type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C
				<input type="checkbox"/> Class A <input type="checkbox"/> Class B <input type="checkbox"/> Class C

#### Section 4 : REQUIRED DOCUMENTS

*The organization must provide the following documents at least one week before the rental of the hall:*

Proof of civil responsibility insurance against material damages of one million dollars (\$ 1 000 000). The City of Clarence-Rockland and the Conseil scolaire de district catholique de l'est ontarien must figure as additional insured on the certificate of insurance.

A \$100 deposit in the form of a check that will be handed back to you or destroyed (whichever is preferred) following the use of the performance hall.

The organization has the responsibility of obtaining a SOCAN license if need be. To obtain more information regarding SOCAN and its rates, please visit the website [www.socan.ca](http://www.socan.ca).

Contract duly signed a minimum of three days before using the performance hall.

The entirety of the bill must be paid one week before the show is to be held.

**For activities that include alcohol :**

The permission of the conseil scolaire du district de l'Est Ontarien (C.S.D.C.E.O) in order to obtain an alcohol permit. (Contact person : François Bertrand)

A valid alcohol permit issued by the LCBO.

#### Section 5 : DECLARATION AND SIGNATURE

**Attention: The information found on this form will be used to carry out the reservation for the performance hall. If changes are to be made to the information found on this form, the person responsible for the performance hall must be made aware of these changes as soon as possible in order to adjust the reservation accordingly.**

The tenant commits to :

1. Respect the performance hall policies;
2. Respect the rules associated with using the performance hall;
3. Submit all necessary documents. Failure to do so could result in the rental of the hall being cancelled.

**I confirm that the information on this form is complete and accurate.**

Signature :

**X**

Date :

#### TECHNICIAN SPECIFICATIONS - DEFINITION OF CLASSES

##### 1- Technician Class A - Audio and Lighting technician - Performance

Certified technician with experience in musical events of more than 500 spectators.

###### *i. Lighting Technician:*

Should be proficient and show experience in how to operate a strand lighting console. Should show experience in using DMX lighting systems including the use of automated fixtures. Should be proficient and show experience with the use of conventional theatrical fixtures including proper maintenance. Should have a basic understanding of electrical systems and simple maintenance of cables, electrical connectors and outlets.

###### *ii. Performance Audio Technician:*

Should be proficient and show experience in how to operate analogue consoles and outboard effects. Should show experience in monitor mixing and video projection as well as theatre and concert performance. Should have an advanced understanding of audio systems and processing as well as maintenance of equipment and accessories.

##### 2- Technician Class B – Audio and Lighting Technician - Corporate

Certified technician with experience in events of less than 500 spectators such as press conferences, workshops.

###### *i. Corporate Audio Technician:*

Should be proficient and show experience in how to operate analogue consoles, primarily for speech and playback material. Should show experience in corporate events as well as video projection. Should have a basic understanding of audio systems and processing as well as maintenance of equipment and accessories.

##### 3- Technician Class C

Apprentice technician – assists Class A and B technicians

## **Optimiste Performance Hall Contract**

### **IMPORTANT NOTE:**

If the above booking request more time than expected and specified in the contract for the services of the technicians, the user will be responsible to pay the extra time based on the hourly rate underlined in the rental policy of the Performance Hall.

Same with additional equipment: If the user requires some equipment in addition to that, which is supplied by the Performance Hall, the user shall obtain the equipment through the technical service hired by the City and shall cover the additional costs.

### **INSURANCE:**

User must provide proof of \$1 000,000 public liability and property damage insurance listing the City of Clarence-Rockland and le Conseil scolaire de district catholique de l'est Ontarien as additional insured. An insurance certificate must be supplied to the City.

**SOCAN:** (Society of Composers, Authors and Music Publishers of Canada)

The City of Clarence Rockland is not responsible to pay applicable SOCAN fees. The renter is responsible to pay such fees and has to show proof that he/she has an account with SOCAN. The City of Clarence-Rockland has the right to verify if the renter has the proper license. For information and to obtain a license: [www.socan.ca](http://www.socan.ca) 613-323-5292.

### **TERMS AND CONDITIONS**

1. To indemnify and save harmless the Corporation of the City of Clarence-Rockland or its agents for any debt or other monetary obligation incurred by the permit holder before, after or during use of a facility.
2. To indemnify and save harmless the Corporation of the City of Clarence-Rockland or its agents from all claims as a result of bodily injury or death to any person or persons or from damage to property of others arising out of the permit holder's use of the facility identified on the face of the permit or any other facility in fact used by the permit holder.
3. Only the facilities identified on the face of the permit(s) are to be utilized by the permit holder or sponsoring organization. Permits are non-transferable from person to person or from facility to facility without obtaining prior authorization from the Recreation Director
4. The applicant shall comply with all Federal, Provincial and Municipal laws governing taxes, licences, etc., that may apply to the function for which this contract is issued.
5. The permit holder shall be responsible for the conduct and supervision of all persons using the facility while occupied by the permit holder and shall abide by the regulations posted in the facility.
6. The permit holder shall comply with direction given from on site staff.
7. The use of decorations or special effects not provided in the facility must comply with public safety and fire regulations and be authorized in advance by the Recreation Director.
8. Permit holder shall be responsible for leaving the area litter free.
9. The Corporation of the City of Clarence-Rockland will not be responsible for articles brought to the facility for use by the permit holder or participant. The permit holder shall remove all such belongings at the termination of the event.
10. The Recreation Director may at any time cancel this permit where:
  - a. there is evidence of violence during programmes being tolerated by the responsible permit holder;
  - b. the permit was secured by misrepresentation or transferred without authority;
  - c. for any period the condition of grounds, building or equipment is judged unsuitable;

- d. the facility is not being used for the purpose set out in the application;
  - e. where there has been a breach of the Regulations posted in the facility or set out herein;
  - f. the facility requires technical or emergency repairs which cannot be performed at any other time;
  - g. unforeseen circumstances arise.
11. The use or sale of illicit drugs is prohibited. The use or sale of alcoholic beverages is prohibited unless authorized on the face of this contract and the permit holder has a special occasion permit.
  12. The permit holder shall not permit attendance in the facility to exceed the number shown on the face of this permit.
  13. All payments shall be made in person to the Rockland Town Hall, 1560 Laurier Street, Rockland, Ontario, K4K 1P7 or by mail to the City of Clarence-Rockland, Optimiste Performance Hall.
  14. A security deposit of \$100 is required when booking the Performance Hall.
  15. If there is damages done to the Hall or equipment or the place is left in disrepair, the security deposit will be retained by the City.
  16. Should the damages or disrepair exceed the refundable deposit full costs will be the responsibility of the permit holder. If the permit holder fails to respond within a reasonable length of time, the Corporation of the City of Clarence-Rockland may recover costs according to law.
  17. The security deposit will be refunded to the permit holder if the Hall is left in good conditions.
  18. Any permit for a facility/facilities does not constitute a commitment of allocation beyond the dates stated on the permit.
  19. For all reservations or rentals booked one year in advance, the rental rate may change upon a written notice from the Corporation of the City Clarence-Rockland at least 90 days in advance of the activity.
  20. All other information in the Hall Rental policy (Loi2009-01) are also in effect.

\_\_\_\_\_  
SIGNATURE OF PERMIT HOLDER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMMUNITY SERVICES DIRECTOR

\_\_\_\_\_  
DATE