

# LYRIC THEATRE PRIVATE RENTAL AGREEMENT

## I. DEFINITIONS

"SCDG" is the Southwest Cultural Development Group Inc.

"Rentee" is as defined in the rental contract.

"The Lyric" is the Lyric Theatre (Main Floor) at 227 Central Ave. N., Swift Current SK

"The Event" is as defined in the rental contract.

## II. PREAMBLE

The Lyric is a community space and is intended for the use and enjoyment of all. It is owned and operated by The Southwest Cultural Development Group Inc., a non-profit member-run organization.

## III. DISCLAIMER

The Lyric is being provided simply as a venue and the rentee is entirely responsible for The Event, its planning, coordination and execution.

Rentee will inform himself or herself and comply with all applicable municipal, provincial, and federal laws and regulations related to operating The Event.

SCDG is not responsible for any/all claims as a result of bodily injury or death to any person or persons or for damage or loss to property of others arising out of Rentee's use of The Lyric.

Rentee agrees to reimburse the SCDG for any loss or damage to The Lyric or its contents arising out of their occupancy, however caused.

Any property (i.e. equipment, merchandise and money) brought into The Lyric by the rentee, their staff, volunteers or performers is done so at their own risk. The SCDG is not liable for any loss or damage to property whatsoever.

SCDG cannot guarantee an uninterrupted supply of electricity, water, heat, or other utility. SCDG is not responsible for any claim of damage arising from the loss of a utility. The SCDG will be diligent in restoring any interrupted utility where it is in their power to do so.

The SCDG will not be responsible for any damage to property or injury to the Rentee, employee of the Rentee, volunteer of the Rentee and any and all persons attending The Event covered by this agreement.

## IV. HOURS AND RATES



The SCDG is not responsible for staffing The Lyric (with the exception of food/beverage service *see below*). Unless prior arrangements have been made, Rentee must arrange for all staff and security for The Event.

Rentee is responsible for staffing the door, ticket sales or box office and will keep track of attendance and receipts. Unless otherwise specified, Rentee will retain 100% of the revenues from the box office. Staff could be provided for a fee of \$20/hr per person.

Rentee must provide adequate security during the entire time of the rental. All security must be clearly identified as such and be over 18 years of age. (19 if the event is licensed). Staff could be provided for a fee of \$20/hr per person.

### **IX. FOOD AND BEVERAGE SERVICE**

No outside food or beverages are permitted. The SCDG has the exclusive right to provide general concession service during The Event and will retain 100% of revenues from this service. If the Rentee would like to request a specific type of food service this must be arranged with the SCDG before signing of the rental contract (i.e. catering).

### **X. MERCHANDISE**

If merchandise is to be sold at The Event, the Rentee is responsible for all co-ordination and staffing of any merchandise sold at The Event. The SCDG is not responsible for lost, stolen or damaged merchandise. Staff could be provided for a fee of \$20.00/hr per person.

If merchandise is to be sold at The Event, SCDG will negotiate with the Rentee a percentage of the gross revenue from merchandise sales.

### **XI. ELECTRICAL**

It is the responsibility of Rentee to ensure they have adequate power supply to any equipment, lighting or appliances they wish to run during The Event. The SCDG recommends that the Rentee tour The Lyric well in advance of The Event in order to plan their electrical supply. The SCDG is not responsible for any damage to Rentee's or performers' property resulting from use of The Lyric's electrical supply.

### **XII. LIGHTING**

SCDG has the following equipment:

light board:	Elation Stage Setter 24	- can handle 12 lights - not programmable
lights:	10 assorted Par Can	

The Rentee is responsible to provide an experienced technician to operate the lights or staff can be provided for a fee of \$20 / hour.

An orientation to the Light Board will be given by SCDG staff to the Rentee's light technician.

If additional lighting is required, the Rentee must discuss the lighting needs with SCDG staff. Any additional lighting is the responsibility of the Rentee to source and coordinate the installation of the lights with SCDG staff.

The rentee is responsible for operating the lighting equipment during their event. Any damage to the lighting equipment will be paid by the rentee.

### **XIII. SOUND**

#### **Please inform SCDG as to your sound needs**

For no extra charge, SCDG can provide a basic PA system with one vocal microphone.

If other sound equipment is required, a **SCDG sound technician** will man the following equipment. The fee of the SCDG sound technician will be negotiated.

microphones:	1 Shure Beta 58 3 Shure SM58 1 Shure Beta 57 2 Shure SM57
direct boxes:	3 Behringer DI100
monitors / mains:	4 Behringer Ultrawave B300
front of house:	3700 watts 2 – Electrovoice TourX 118 SUBS 2 – Electrovoice TourX 112 2 way mid/high units All powered by Yamaha P series amplifiers
mixing board:	Behringer MX3282A Eurodesk
eq:	1/3 Octave Peavey (mains) Behringer Ultragraph Pro FBQ1502 (monitors)
other:	assorted microphone stands and cables

Any additional sound requirements are the responsibility of the Rentee to source and coordinate the installation with SCDG staff.

#### **XIV. SEATING**

Rentee is responsible for setup and takedown of furniture. This service can be provided for a fee of \$50.00 setup and \$50.00 takedown.

SCDG can provide the following:

110 chairs  
35 metal folding chairs  
50 stools  
20 round tables  
8 rectangular tables  
12 bar tables

- b) Miscellaneous small tables and long tables
- c) 30 black tablecloths (\$6.00/tablecloth)

#### **XV. PUBLICITY**

Rentee is responsible for all advertising, promotion and ticket sales for The Event. If desired, the SCDG will list Rentee's event on The Lyric's display cases if suitable materials are provided to the SCDG in advance and on the Lyric Theatre website at [lyrictheatre.ca](http://lyrictheatre.ca).

#### **XVI. OPEN FLAME**

No smoking or open flames are permitted in The Lyric without special permit, even when it is part of a performance. If Rentee requires an open flame during The Event, they should contact the SCDG well in advance to see if it may be possible to acquire the necessary permits and/or insurance.

#### **XVII. ALCOHOL**

The Lyric is a public place and must be specially licensed for alcohol consumption. Any patron consuming alcohol on the premises or who is visibly intoxicated when the Lyric is not licensed must be immediately removed from the premises and refused entry for the duration of The Event. There are no exceptions to this rule.

If there is evidence that Rentee is allowing alcohol to be consumed when The Lyric is not licensed or has not provided adequate security to ensure alcohol is not being consumed, The Event will be cancelled immediately and The Lyric closed. Rentee will forfeit his entire rental fee and damage deposit and will not be permitted to rent The Lyric until further notice.

The Rentee and all security must not be intoxicated for the duration of The Event.

## **XVIII. INSPECTION AND CLEAN-UP**

The Rentee is responsible for tidying up after their event.

The following tasks must be done before the security deposit will be refunded:

Stacking the chairs and returning them to their areas and putting the tables away

Picking up any garbage on the floor

These tasks must occur by 11 a.m. the following day.

The SCDG will conduct an inspection of The Lyric no later than 24 hours after The Event. If The Lyric has not been tidied sufficiently or has suffered damage as a result of The Event, the SCDG will use Rentee's security deposit to pay for cleaning and/or repairs. If the cost of cleaning and/or repairs exceeds the security deposit, Rentee agrees to pay the balance of the cost.

## **XIX. SCDG CANCELLATION**

The SCDG will make every effort to ensure The Lyric is available to Rentee for The Event, however, in the case of circumstances beyond its control or due to issues that make The Lyric unsafe for public gathering, SCDG reserves the right to cancel The Event at any time (including while The Event is in progress).

In such a case, the rental fee will be returned in full to the renter.

This clause does not apply to the SCDG canceling The Event due to breach of any of the terms of this contract or negligence by the Rentee (in which Rentee is not entitled to a refund).