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The personal information on this form is collected under authority of the [Municipal Act, 2001, S.O. 2001, c. 25](#) to communicate with clients regarding rental administration in accordance with the City's guidelines on [Privacy Protection](#). The City of Brampton is committed to offering an accessible, safe, and barrier-free experience for all. For accessibility requests and questions about the collection of personal information, contact [rentaladmin@brampton.ca](mailto:rentaladmin@brampton.ca) or 905.874.2844.

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### AUTHORIZATION AND INDEMNITY

I, the Agreement Holder certify that I have read and understand all the conditions and regulations appearing in this Rental Agreement (herein referred to as Agreement), and agree to conform to them and be strictly bound thereby, and;

- Agree to indemnify, and keep indemnified, and save harmless, and release The Corporation of the City of Brampton (herein referred to as the City) and each of its elected officials, employees, officers, servants, agents, and contractors from and against all actions, suits, claims, executions, proceedings and demands, which may be brought or made upon the City, in respect of any costs (including legal fees), expenses, loss or theft, damage, disease, injury (including sickness or death), financial loss, occasioned wholly or in part by any alleged and/or negligence or acts or omissions by the Agreement Holder, their officers, agents, employees, and volunteers; all participants; independent vendors providing services and/or products; and hired individuals or corporations providing products and/or services necessary to hold the activities associated with this Agreement; or others for whom they are responsible at law, arising out of any cause whatsoever, either direct or indirect, in connection with this Agreement;
- Agree that I am renting City premises during a time when there is an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death, especially to senior citizens and individuals with underlying medical conditions. By renting City premises, I agree to comply with all posted City instructions and I voluntarily assume all risks related to exposure to COVID-19 and hold the City harmless under the indemnity above;
- Further release the City and each of its elected officials, employees, officers, servants and agents, and contractors from all rights of subrogation by ourselves, our organization, or our insurer(s) covering the activities, services, or associated activities and services in connection with this Agreement; and
- Have authority to bind the Organization and/or Corporation (if applicable).

### AGREEMENT

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Agreements are not valid unless signed by the Agreement Holder and the designated City representative. If any provision of this Agreement shall be found to be or be deemed illegal or invalid, the remainder of the Agreement shall not be affected thereby. The Agreement Holder must be prepared to present a valid Agreement while in the Performing Arts Venue (herein referred to as Venue) during the rental period as indicated on the Agreement.

Agreements are valid only for the Agreement Holder to whom they are issued, and for the location, date and time specified in the attached Agreement, and may not be changed or altered unless such alterations or additions are approved in writing by both the Agreement Holder and the designated City representative. Rental Agreements are non-assignable and non-transferable. Failure to comply with this provision may lead to immediate termination of this Agreement. This Agreement embodies the entire agreement of the parties hereto with regard to the matters dealt with herein, and no understandings or agreement, verbal or otherwise, exist between the parties except as herein expressly set out.

## COMPLIANCE

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The Agreement Holder must comply with all applicable laws, by-laws, policies, guidelines, procedures and other conditions or requirements that may apply to the use of the Venue and the Event, including but not limited to the following:

- The [Ontario Human Rights Code](#), as amended; the Agreement Holder acknowledges that the City will not provide public space and facilities within its jurisdiction to any person that promotes or endorses views or ideas, which, in the sole opinion of the City, are likely to be in contravention of the [Ontario Human Rights Code](#).
- City of Brampton [By-law 90-94, as amended](#); Theatre Capital Improvements Fund (TCIF) ticketing fee
- The City's [Respectful Workplace Policy HRM-150](#), which prohibits any form of discrimination, harassment or bullying
- All health and safety related By-laws, procedures, protocols related to Covid-19 as applicable
- The Agreement Holder obtains all applicable regulatory approvals (e.g. alcohol, lottery licence, etc.)
- The Agreement Holder has no previous noncompliance with these terms or other applicable policies and guidelines
- The Agreement Holder does not have any monies owing for Venue rental (in good financial standing with the City)
- The Agreement Holder ensures that participants and patrons of the Venue are adequately safeguarded
- The Agreement Holder ensures that the Venue is adequately safeguarded
- The Agreement Holder and all persons associated with the event shall follow any instructions given by the Supervising Technician or Front of House Manager
- The Agreement Holder shall provide the required information, including but not limited to event details, sponsors, equipment, attendee tracing information, and required designated staff as requested by the City
- The Agreement Holder shall inform the City in advance of the event of any audience warnings. The City may determine, at the City's sole and absolute discretion that the content is obscene

The City reserves the right to terminate the Agreement if any of these conditions are not met, including disrespectful behaviour toward staff.

## INSURANCE

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The Agreement Holder shall obtain Commercial General Liability insurance, at their own expense, with an inclusive limit of not less than \$5 million per occurrence, against all claims for personal injury, bodily injury including sickness and death, and property damage. Insurance must cover all Agreement Holder parties and activities on City property, including but not limited to artists, vendors, sponsors, service providers, and information booths. The City reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this Agreement as the City may reasonably require. The Agreement Holder shall provide the City with proof of insurance coverage on a form provided by the City a minimum of fourteen (14) calendar days prior to rental start. This insurance will be carried for the entire rental period and will list "The Corporation of the City of Brampton" as an additional insured on the policy. Such policy shall be with a rated insurer licensed in Ontario that meets the City's requirements. It is recommended that Agreement Holders also purchase event cancellation insurance.

## ALCOHOL & CONCESSIONS

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All food and beverage service will be handled by the City, unless otherwise specified. The City reserves the exclusive right to sell and serve alcohol at Performing Arts venues. The Rose, The Patio, and LBP are licensed for alcohol sales and service. Alcohol service at all other locations requires additional consultation, and is at the sole discretion of the City.

## MUSIC LICENCING

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The Agreement Holder is responsible for all required payments to [SOCAN](#) and [Re:Sound](#) through [Entandem](#) for music licensing. The City of Brampton will collect fees on the Agreement from the Agreement Holder, and will submit those fees, on behalf of the Agreement Holder, to the applicable organization.

## COPYRIGHT

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The Agreement Holder shall assume all costs arising from the use of patent or copyright, equipment, devices, processes, or dramatic rights used or incorporated in conduct of any performance. Any damages and costs associated with the use of copyrighted material (including, but not limited to, copyrighted music, scripts, visual media, etc.) will be borne by the Agreement Holder.

## PAYMENT

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A deposit based on the total estimated fees of the rental as listed on the Agreement is required for all rentals. Failure to make the deposit payment as required will result in the cancellation of the Agreement. Agreement Holders who have rented a Venue less than three (3) times are required to:

- Make a fifty percent (50%) deposit
- Make the full balance payment

Agreement Holders who have rented a Performing Arts venue three (3) or more times with all payments made on time, and no outstanding balance or claims against the City, may be permitted to:

- Make a twenty percent (20%) deposit
- Make a reduced balance payment in the amount of the difference between the ticket sales revenue held by the City at the time the balance payment is owed, and the balance amount owing

The Agreement Holder acknowledges that:

- The City will establish the minimum staff required in each department for an event
- The cost of staff, as deemed necessary by the City, shall be borne by the Agreement Holder, including but not limited to all staff required to supervise the Venue until such time as all areas are vacated by the Agreement Holder, their officers, agents, employees, volunteers, participants, vendors and patrons
- The City reserves the right to increase or decrease the deposit or balance payment amount, as deemed reasonable and appropriate, at the discretion of the Commissioner, Community Services
- The City may collect amounts due under this Agreement or any part thereof from the sale of tickets or subscriptions at the City of Brampton Box Office
- Any monies owed by the City to the Agreement Holder from box office sales will be paid by cheque or direct deposit following acknowledgment of the reconciliation by the Agreement Holder
- Payments are subject to the City's cheque processing schedules
- After thirty (30) calendar days following issuance of the Reconciliation, unpaid Agreements will proceed to collections, at which time an administration fee will be applied, and interest will accrue at the rate of 1.5% per month on the unpaid balance
- The following payment schedule applies:
  - Deposit is required within fourteen (14) calendar days of receipt of Rental Agreement
  - Balance payment is required a minimum of thirty (30) calendar days prior to event
  - Reconciliation of amount owing or owed will generally be sent within fourteen (14) calendar days following event

- If applicable, final amount owing is required a minimum of thirty (30) calendar days after reconciliation is issued
- Agreement Holders who owe funds to the City will not be considered for any future rental requests until their account has been paid in full

The following payment methods are available for rentals of Performing Arts venues:

- Credit Card (Visa, MC, Amex): by phone at 905.874.2844 x62801, Monday-Friday 9:00am-4:00pm
- Cheque: mail to The Rose, 1 Theatre Lane, Brampton, ON, L6V 0A3 (must be received by payment deadline)

## **CANCELLATION**

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The City of Brampton may terminate this Agreement and all the Agreement Holder's rights hereunder at any time without notice or reimbursement if:

- The Agreement Holder fails to pay the required fees in accordance with the payment schedule
- The Agreement Holder breaches any conditions or regulations related to the use of the Venue
- The Agreement Holder does not use the premises for the purpose specified on the Agreement
- An emergency arises, including but not limited to a further outbreak of COVID-19 or other force majeure
- The use poses a safety risk
- The use in any way conflicts with the policies or reputation of the City

The City shall be entitled to recover, and the Agreement Holder shall be liable for, all damages and losses incurred by the City arising directly or indirectly from the breach or default of the Agreement by the Agreement Holder. The Agreement Holder agrees that upon such cancellation there will be no claim or right to any damages, or reimbursement as a result of any loss, damage, or expense whatsoever.

The City also reserves the right to cancel any rental on short notice for purposes including but not limited to force majeure (pandemic, natural disaster), conflicting rental or event that would be considered of substantial value to the profile or development of the City, mechanical or venue problem. Under such circumstance, the City will reimburse the Agreement Holder of any associated payments made previously to the City, but not those that have been incurred by the Agreement Holder to a third party. Wherever possible every effort will be made to give reasonable advance notice of termination.

The Agreement Holder may cancel a rental at any time subject to the following terms:

- If a rental is cancelled more than thirty (30) calendar days prior to the event date, 20% of current Rental Agreement fees and taxes are non-refundable.
- If an event is cancelled less than thirty (30) calendar days prior to the event date, 100% of the current Rental Agreement fees and taxes at the time of cancellation are non-refundable.

If the Agreement Holder cancels a rental for which tickets have been sold, the Agreement Holder shall have the obligation, at their own expense, to inform the public of such cancellation through regular information media, failing which the City shall have the right, but not the obligation, to make such announcements at the cost of the Agreement Holder. The Agreement Holder will reimburse any amount due to ticket holders, and hereby authorizes and directs the City to make such reimbursement out of the ticket sale proceeds held by the City. All expenses, costs, and fees incurred by the City in connection with cancellation by the Agreement Holder shall be the sole responsibility of the Agreement Holder.

If the value of the Rental Agreement is increased based on the Agreement Holder's requests before the balance payment is due, the Agreement Holder may be liable for the difference owed to the City upon cancellation.

## **NO FUTURE PRIORITY**

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The issuance of this Agreement does not guarantee the Agreement Holder priority or approval of future rental requests at Performing Arts venues.

## **VENUE SAFETY**

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The Agreement Holder understands and agrees that it is their responsibility to inspect the Venue and any related surrounding area thoroughly prior to use to ensure safe conditions. The Agreement Holder agrees that an unsafe Venue will not be used, and that all unsafe conditions will be reported immediately to the City. The Agreement Holder agrees to:

- Ensure that all exits, passageways and emergency exits be free from obstructions at all times
- Be on the premises throughout the term of this Agreement
- Allow the City or its agents to enter any part of the premises at any and all times, for any purpose
- Ensure compliance with all Covid-19 related protocols and policies.

## **CONCURRENT VENUE USE**

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The Agreement Holder acknowledges that the City reserves the right to rent or license parts of the Venue during the rental period provided that such renting to others shall not interfere, at the sole discretion of the City, with the use of the Venue by the Agreement Holder. The use by the Agreement Holder of the hallways, box office, front entrance, and washroom facilities (collectively the "Public Spaces") shall be concurrent with the use of others renting the Venue, as the City may determine. The Agreement Holder agrees not to use the Venue in a manner that interferes with the use, enjoyment and rights of other occupants of the building.

## **PROPERTY**

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The City is not responsible for any property or items brought into the Venue. All property, belongings, equipment, fixtures, and items of the Agreement Holder and anyone in connection with the Agreement Holder or this Agreement must be removed from the Venue and all related areas at the rental end time. Any belongings that are left behind are not the responsibility of the City, and may only be left if written permission has been granted by the City. If the Agreement Holder fails to remove their property at the rental end time, the City will arrange for removal of such property at the Agreement Holder's risk and expense. The Agreement Holder will pay all costs incurred by the City because of the Agreement Holder failure to remove its property.

## **ADVERTISING/MEDIA**

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The Agreement Holder shall not advertise any event in relation to the Venue prior to the City receiving a signed Agreement and deposit. The City retains the right to review and consent to any advertising or marketing for the event. The Agreement Holder agrees to inform the City if it is anticipated that media will attend an event at the Venue during the time stipulated in this Agreement.

## **SECURITY**

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The City reserves the right to require security, police, first aid, and/or fire department presence at any event, at the expense of the Agreement Holder. The City will notify the Agreement Holder if such presence is required, prior to the use of the Venue.



## **DAMAGES**

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The Agreement Holder is responsible for leaving the Venue and all City-owned equipment in the same condition as it was prior to the rental. The Agreement Holder may not make any alteration, change, addition, or repair to the Venue, without the prior consent of the City. The Agreement Holder shall pay for all damages to the Venue or any City property used for the event including, but not limited to, carpet and seat cleaning, arising from the use of the Venue where the Agreement Holder or those in attendance in connection with this Agreement are deemed responsible for such damage by the City. Any charges for extra clean-up after an event which, in the sole view of the City, is required, shall be paid by the Agreement Holder. Failure to comply with this clause to the satisfaction of the City may result the refusal of future Agreements.

The Agreement Holder acknowledges that the City is acting for the accommodation and sole benefit of the Agreement Holder when receiving, handling, or storing property of any kind shipped or otherwise delivered to the Venue at any time for the Agreement Holder. The City shall not be liable for any loss, damage or injury to such property.

## **PARKING**

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The Agreement Holder and all invitees or others in connection with this Agreement must use the parking areas where they are provided; the Agreement Holder is responsible for such compliance. Vehicles must not, in any circumstances, be driven onto walkways, grassed, or unauthorized areas.

## **VACATING PREMISES**

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The Agreement Holder and all invitees or others in connection with this Agreement must leave the Venue by the Rental end time specified on the Agreement. Additional charges may be applied if the Agreement Holder or anyone in connection with the Agreement Holder or this Agreement uses the Facility or any related area after the time indicated on the Agreement.

## **TICKETS**

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The City shall have the exclusive right to sell tickets for events at City of Brampton venues, unless otherwise specified. Advertising and promotion for the event shall specify that tickets will be sold by the City of Brampton Box Office; tickets may not be sold on consignment. The Agreement Holder agrees to pay applicable fees for use of the Box Office services as required by the City. The Agreement Holder acknowledges that the City is not responsible for remitting HST on behalf of the Agreement Holder, and that the price printed on the ticket includes HST. The Agreement Holder is responsible for remitting the HST on the base ticket price to the Canada Revenue Agency.

For Public and Registration ticketing structure options, as outlined in the Box Office Form, the \$1.50/ticket Ticketing Fee + tax will be charged to Event Organizer on all \$0 tickets.

Complimentary tickets are not available for Private and Registration ticketing structure options, as outlined in the Box Office Form. A maximum of 10% of seating capacity is available as complimentary tickets for all other ticketing structure options.

The City requires that free companion tickets for support persons be made available for all events, through the Easter Seals of Canada Access 2 program. Access 2 cardholders who purchase a ticket to an event at a City Performing Arts venue, and who require the assistance of a support person will receive one (1) ticket for that support person. Agreement

Holders that are not registered charities are required to offer free companion tickets. Registered charities may choose to offer companion tickets for free, or at a 50% discount.

## **MERCHANDISE**

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The Agreement Holder shall not sell, nor allow any vendor to sell any product or service in or around the Venue, including but not limited to, food and drink, flowers, photographs, or recordings unless permission is granted by the City. If the City does permit the Agreement Holder or any third party to sell products or services in or around the Venue, the City shall receive fifteen percent (15%) of pre-tax sales of all non-food and drink items, to be charged to the Agreement Holder on the reconciliation. No commission is charged on revenue from merchandise that is donated to a registered charity. If partial revenue from merchandise is donated to a registered charity, commission is charged only on the remaining portion of the revenue. Total commission of \$10 or less from a single vendor will not be collected by the City of Brampton. The City is not responsible for any payments owed to the Agreement Holder by vendors or any subcontractors of the vendors.

## **RECORDING**

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Recording will be permitted for archival purposes only, unless proof is provided of a Canadian Musical Reproduction Rights Agency license for recording copyright. All videographers must be approved by the City before any recording will be allowed in the Venue. All sales of any recordings made in the Venue will be subject to a ten percent (10%) commission of gross sales.

## **NO SMOKING**

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In accordance with the Smoke-Free Ontario Act and Peel By-law 49-2019, the smoking of tobacco and cannabis and the use of electronic cigarettes is strictly prohibited in all Venues, and within 9 metres of entrances.

## **RATE INCREASE**

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The Agreement Holder agrees that any Council approved rate increase during the term of the Agreement will be paid upon notice.