



CONTRACT # \_\_\_\_\_

Shepherd Stage hereby grants:

**Name:** \_\_\_\_\_

Business Name: \_\_\_\_\_

("the Licensee"), a license to use Shepherd Stage, 116 Queen St. N., Kitchener, ON, N2H 2H7 subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

### **Licensed Area**

This licence grants the Licensee use of the following portions of the Theatre as indicated by a check mark:

- Shepherd Stage (Sanctuary)
- Upper Hall
- Lower Hall
- Cuthbertson Room
- Kitchen
- Green Room

on the following date(s) between the hours of \_\_\_\_ and \_\_\_\_ on day specified, constituting the Rental Period:

Start Date (m/d/y) & Time:	
End Date (m/d/y) & Time:	

for the purpose of ("the Use"): TBD

The Licensee agrees to pay fees to Shepherd Stage according to Invoice # and any subsequent invoices related to this contract.

Special Conditions of Use:  
TBD

### **Shepherd Stage Rental Terms & Conditions**

**1. Rental Period:**

Each rental day starts either at 1:00 for a 2:00 performance, or 7:00, for an 8:00 performance. Different start-times may be granted upon request. Performances requiring a longer set-up fee will be subject to an additional fee.

**2. Rental Space:**

**Attachments to Contract:**

- Appendix A: Event Details
- Sign Rental Form
- Equipment Rental List
- Security Form
- Fire Department Form

This agreement pertains only to rental of the parts of the building indicated in the Licenced Area. Other users may occupy other spaces within the building. Please note that the entrance to the Church of the Good Shepherd Office is located at far end of the lower hall near the table and chair storage and must be accessible at all times.

Shepherd Stage is not equipped with secure, private, gender-appropriate change room facilities. The Public Washrooms and the and Accessible Washroom (located in the downstairs hallway next to the Kitchen) are the only secure, private spaces available to the Licensee.

Shepherd Building Maintenance Staff have full access to Shepherd Stage facilities and may arrive during business hours to conduct routine maintenance.

### 3. Refundable Deposit:

A \$100 refundable security deposit (cash only) shall apply to all rentals without exception, and must be submitted with the signed rental contract within 7 days of issue. Failure to do so may result in the Licensee losing the requested dates. **PLEASE MAKE CHEQUES PAYABLE TO: Church of the Good Shepherd, citing Contract # on all correspondence.** The deposit will be retained by Shepherd Stage until the end of the Rental Period and may be used at that time for extra cleaning, time overage, repairs or technical re-sets as are required. The Licensee is responsible for payment of charges that exceed the \$100 deposit amount. The deposit, less any additional charges, will be returned to the Licensee upon a satisfactory post-rental inspection.

### 4. Rental Rates:

- **Upper Hall** (dance hall): \$50/hr 1250 sq. ft., includes mirrors, wood floors, stage, not accessible.
- **Lower hall**: \$25/hr 1000 sq. ft., accessible, wood floor, chairs, tables, screen.
- **Shepherd Stage** (sanctuary): \$450/4 hr (includes \$100 fee for staff coordinator, \$60 cleaning fee)- 2400 sq. ft., accommodate 170 + 25 balcony, main floor accessible, carpet floor, padded pews, light and sound system, stage, grand piano, balcony, green room, mixer, great natural acoustics
  - Additional hours for Shepherd Stage-sanctuary: \$75
- **Cuthbertson Room**: \$20/hr, 250 sq. ft., accessible, carpet floor, tables, chairs, fireplace.
- **Kitchen**: \$20 (Just to serve from, no use of dishes or appliances)
- **Lower Hall & Cuthbertson Room**: \$40/hr, 1250 sq. ft., accessible, carpet floor, tables, chairs, fireplace
- **Lower Hall & Kitchen**: \$50
- **Shepherd Stage and Lower Level**: \$650/4 hr (including \$100 fee for staff coordinator, \$60 cleaning fee) Lower Level features the Lower Hall, Cuthbertson Room, and Kitchen

All rental rates include the use of standard equipment and any additional equipment, as indicated in the Equipment Schedule, (the "Equipment") whether or not such Equipment is used by the Licensee. Rental rates include reasonable and normal use of electricity and water and assume up to two shows per day. Licensee has no access to the Office Phone telephone.

All rental rates are payable no less than thirty (30) days prior to the commencement of the Rental Period. All other charges incurred by the Licensee are due and payable thirty (30) days after the Rental Period ends. **PLEASE MAKE CHEQUES PAYABLE TO: Church of the Good Shepherd OR send e-transfers to rentalsofthegoodshepherd@gmail.com**

Rental rates are based on information provided by the Licensee and are subject to adjustment if that information changes or was incorrect.

**5. Cleaning Rates & Requirements:**

The Licensee is responsible for all cleaning charges for the duration of their Rental Period. Cleaning costs are \$60.00 for events 3 or more hours or events with 30 or more people (included in Shepherd Stage Rental Rate). For events less than 3 hours and less than 30 people, cleaning costs are \$30.

The Licensee is responsible for maintaining the Licensed Areas in a clean and tidy state and is required, over the course of their Rental Period, to do the following (failure to do the following may result in penalty fees indicated in brackets):

- Pick up and deposit waste in garbage bins provided for that purpose. (\$20)
- Tidy personal belongings, props, costumes, makeup, etc. at the end of each performance or rehearsal, so that cleaning staff can easily work in these areas. Ensure that nothing is on the floor. (\$20)
- Return moved furniture and other large items to their proper places. (\$20)
- Clean up accidental spills as they occur. (\$10)
- Ensure that all garbage is bagged and not excessive. Please take all props, set pieces, set-dressing, costumes and other on-stage items with you for disposal. The Licensee is responsible for the removal and disposal of any garbage or other waste that is, in Shepherd Stage's opinion, in excess of normal amounts. (\$50)
- Remove all paints / chemicals etc. including empty containers. (\$50)
- Reset the lighting board to the Shepherd Stage's standard palette. Do not tamper or play with the lighting board's system configuration files. (\$100)

**6. Methods of Payment:**

The Deposit, Cleaning Fees and Rental Fees are payable by cash, cheque or e-transfer. Shepherd Stage reserves the right to require certification of cheques. All cheques **MUST** include Contract # on the memo line.

**PLEASE MAKE CHEQUES PAYABLE TO: Church of the Good Shepherd AND SUBMIT ALL PAYMENTS TO:**

**Church of the Good Shepherd**  
**116 Queen St. N.**  
**Kitchener, ON N2H 2H7**

**Send e-transfers to [rentalsofthegoodshepherd@gmail.com](mailto:rentalsofthegoodshepherd@gmail.com)**

**7. Cancellations:**

Cancellation of this agreement with greater than sixty (60) days' notice from the first day of the rental period will result in no penalty and the Licensee's deposit of \$100 will be returned in due process. Cancellation of this agreement with greater than thirty (30) days and less than sixty (60) days' notice from the first day of the rental period will result in a cancellation fee of \$100 regardless of whether a replacement user can be obtained. Cancellation of this agreement or any part thereof within thirty (30) days from the first day of the rental period will result in a charge equal to the deposit, fifty percent (50%) of the rental fee and cleaning charges for the entire Rental Period.

**8. Billing & Late Charges:**

All billed charges are due thirty (30) days following the invoice date. Late charges will be billed to overdue accounts at a rate of two percent (2%) per month, compounded on a monthly basis.

**9. Site Orientation & Inspection:**

The Licensee shall be required to attend a brief on-site orientation before their Rental Period. Should the Licensee require a site inspection, the inspection can be made during the same appointment, not to exceed one hour in length. Additional site inspection time is by appointment only and shall be billed to the Licensee at a minimum rate of \$20.00 per hour.

**10. Damage:**

The Licensee assumes responsibility for any damage incurred to the Church of the Good Shepherd, to any property or equipment of Shepherd Stage or the Corporation of the City of Kitchener ("the City") as a result of any act or omission of the Licensee or the group represented by or affiliated with the Licensee named hereon, its or their members, officers, employees, volunteers, agents or contractors or any person who attends the function or Use and, in the event of such damage, to pay Shepherd Stage or the City, as the case may be, a Damage Charge in such amount as is determined by Shepherd Stage or the City, as the case may be.

The Licensee further acknowledges that Shepherd Stage and the City shall not be liable for any damage to or loss of any property brought onto or into Shepherd Stage in conjunction with the function or Use by the Licensee or the group represented by or affiliated with the Licensee named hereon, its or their members, officers, employees, volunteers, agents or contractors or any person who attends the function or Use.

**11. Building Capacity:**

The maximum building capacity of Shepherd Stage is 220 (audience seating for the Sanctuary is 175-200). This capacity includes all people in the building regardless of the area they are occupying or their role.

The Licensee assumes responsibility for supervising and controlling all persons in attendance at the event or Use, for restricting such persons to the rented portion of Shepherd Stage and to abide by the building capacity and fire codes. The Licensee must complete and submit a Fire Department Form, provided by Shepherd Stage, thirty days (30) prior to the event.

In the case of youth groups, the Licensee shall ensure that appropriate adult supervision is present in all areas of the building when and where youth are present and take care that noise levels do not preclude administrative activities in the Church of the Good Shepherd Office.

**12. Fire Safety:**

The Sanctuary seating shall NOT be adjusted or rearrange in any manner, to include moving chairs in the back of the Sanctuary Main Seating Area or in the Balcony. The seating specifications include 150 in the Main Seating Area, 25 in the Choir Loft (to the left of the stage), and 25 in the Balcony.

All emergency exits shall be kept clear of any obstructions. The rear emergency exit stairwell shall be kept illuminated by the lighting fixtures installed for that purpose during performances and the door to the stairwell from the Shepherd Stage shall not be tampered with such that the seal of the door is rendered ineffective.

Copies of the Emergency Procedures, Instructions to Occupants on Fire Procedures, Responsibilities of Supervisory Staff and Information for Persons Occupying Shepherd Stage excerpted from the Fire Safety Plan accepted by the Chief Fire Official are available.

**13. Emergency Resources:**

In case of emergencies, a first aid kit is available downstairs in the Kitchen and an emergency phone is located outside of the office at the far end of the lower hall, near the table and chair storage.

**14. Non-Permitted Activities:**

The following activities are not permitted:

- a) Non-licensed gambling or gaming activities;
- b) Pornographic materials or performances of any sort;
- c) The posting or displaying of offensive material;
- d) The use of Shepherd Stage for the viewing of copyrighted material for a fee without proper authorization (for example, charging admission to view rented videos or films);
- e) Contravention of the City's Municipal Alcohol Policy;
- f) The breaching of any law, statute, and/or by-law (including any by-laws respecting the prohibition of smoking unless an exemption has been granted by the City, Shepherd Stage and/or the Regional Municipality of Waterloo in advance);
- g) The use of confetti, helium balloons, fireworks or candles or other open flame on or in Shepherd Stage unless approved by Shepherd Stage in advance upon written request by the Licensee;
- h) Any activity prohibited pursuant to a City policy or Shepherd Stage Policy;
- i) Any other activity that, in the sole opinion of Shepherd Stage or its representative, is inappropriate with such activity not ceasing immediately upon being so advised including those activities set out in a City Policy or Shepherd Stage Policy respecting appropriate behaviour on City or Shepherd Stage property.

Any exception or deviation from the above must be approved, in advance, by Shepherd Stage, which approval may be contingent on prior approval of the City or Council of the City of Kitchener. Conducting any of the above non-permitted activities without previous approval may result in the event being shut down without notice. Shepherd Stage, the City or Council of the City of Kitchener will not be held financially responsible in such instances.

**15. Alcohol:**

The Licensee must work with an Shepherd Stage approved vendor OR obtain a special occasion permit and provide a copy to Shepherd Stage two weeks prior to the Use, to provide and deliver all liquor and equipment necessary for the sale and consumption thereof, to supervise the sale and consumption of liquor by trained Smart Serve staff, to remove all remaining liquor and equipment provided immediately following the Use and to bear all costs relating to the above. Alcohol shall not be consumed while setting up and/or outside the permitted hours of the special occasion permit and only within areas of Shepherd Stage in which it is permitted and not outside on the grounds or parking lot. The City's Municipal Alcohol Policy (copies available upon request) and the Liquor Licence Act and its regulations shall be abided by at all times.

**16. Security:**

The Licensee agrees to provide and pay for police or security officers, if required by Shepherd Stage, in such numbers and with such identification as is acceptable to Shepherd Stage.

**17. Staffing:**

For all Shepherd Stage rentals an Event Coordinator will be present to provide access to the building and will remain present for the entire duration of the event, the fee to cover these personnel is included in the cost. For all other rentals, there is a \$35 keyholder fee that will be

added to the cost of the rental to cover the cost of a keyholder, who will grant the Licensee access to the building and lock up after the event.

The Licensee may use their own technical personnel, but they must schedule an orientation meeting with Shepherd Stage for a fee of \$20, if they plan to utilize Shepherd Stage equipment. The Licensee is responsible for providing their own front-of-house. If requested, qualified contract personnel may be available at a cost of \$20 per hour per staff person, to be invoiced to the Licensee. The provision of contract personnel is subject to minimum call times of three (3) hours per position.

**18. SOCAN and Re:Sound**

Shepherd Stage does not accept responsibility for any copyright music played during any function or Use. The Licensee acknowledges its responsibilities for any payments required by SOCAN, Re:Sound or any other rights holder or administrator for the use of such music.

**19. Advertising:**

Advertising is the sole responsibility of the Licensee. The Licensee may choose to utilize Shepherd Stage basic graphics for proportional material for designated performances. Shepherd Stage will provide promotional banners to be displayed on the day of the event. The Licensee may choose to receive additional graphic design (such as posters) and promotion (via social media) for an additional fee of \$25. Email [alyssa.cover@gmail.com](mailto:alyssa.cover@gmail.com) to inquire about graphics and other promotional inquiries.

The Licensee may make use of promotional space available in the building as follows:

Bulletin Board: in Lower Hall, Outside Sanctuary, in stairway between the Halls closet to the parking lot (1-3 posters)

Flyer Display Area: In lobby of the Sanctuary in space provided for flyers (1 stack of flyers)

No other posting is permitted anywhere within the building, not on walls or doors. Failure to comply will result in an automatic penalty of \$50.

The Licensee shall only use invisible tape or other product that can be readily removed without any damage or leaving any residue to the surface. Under no circumstances shall packing or similar tape be used to post anything. Failure to comply will result in an automatic penalty of \$50.

**20. Ticketing:**

Ticketing services are the sole responsibility of the Licensee and may be arranged with a service provider such as KW Tickets, Ticketscene, Eventbrite or similar. Self-ticketing is not subject to any restriction.

**21. Parking:**

Limited parking is available at the rear of the building and \_\_\_ spaces will be designated for your event organizers, performers and staff. Patrons wishing to park in the parking lot will be charged a \$7 fee.

Shepherd Stage patrons should be directed to the ample public parking lots located nearby including the Kitchener Public Library, Centre in the Square, and street parking in the neighbouring area.

**22. Compliance:**

The failure of Shepherd Stage to exercise any right/option or to insist on strict compliance by the Licensee shall not be a waiver of the terms and conditions of this Agreement.

The failure of the Licensee to comply with any term or condition of this Agreement shall entitle Shepherd Stage to terminate the agreement. In no event shall Shepherd Stage be liable for any loss sustained by the Licensee in the exercise of this discretion.

**23. Force Majeure:**

If Shepherd Stage, portions therein, or its equipment, at any time shall be rendered unsuitable or unavailable for the function, event or Use contemplated in this Agreement because of fire, water or other natural event, damage, government restraint, emergency, strike, lock-out, or any other unforeseen occurrence, Shepherd Stage shall not be held responsible for any damages caused by or as a result of Shepherd Stage, portions therein, or its equipment, being rendered unsuitable or unavailable. Shepherd Stage's liability shall be limited to the amount paid by the Licensee to Shepherd Stage pursuant to this Agreement.

## **Equipment Use and Rental Terms & Conditions**

**24. Standard Equipment:**

Rental of the Sanctuary includes access to standard lighting and sound systems. The lighting system includes the lighting console and the stage lighting instruments hung in the air, etc. The sound system includes the sound console, speakers, 1 system microphone (with other mics to be rented by rentor), etc.

**25. Additional Equipment:**

Shepherd Stage has additional equipment available for rent, as per the Rental Rate Schedule available upon request, which shall be included in the Equipment.

**26. Care of Equipment:**

The Licensee agrees to ensure the safety of the Equipment by using it only for its intended purpose and allowing only qualified individuals to operate it, as agreed to by Shepherd Stage. If the Licensee makes any changes, no matter how minor, they shall return the Equipment to the standard lighting plot, standard sound configuration and other Equipment to standard configuration.

**27. Trained Operators / Technical Staffing:**

If required by law or by Shepherd Stage, the Licensee shall provide Shepherd Stage with a certificate verifying that the Licensee is trained, certified (if required) and capable to operate the Equipment. In addition, the Licensee shall ensure that only trained, certified and able persons who are acceptable to Shepherd Stage's Technical Director operate the Equipment. In order to satisfy this condition, it is the responsibility of the Licensee to arrange a meeting with the Technical Director, their proposed operator and themselves.

Should the Licensee request technical personnel from Shepherd Stage, additional charges of \$20 per hour per person shall be payable to each contract personnel, with a three (3) hour minimum call. Requests for technical personnel must be made as far in advance as possible and are subject to availability.

**28. Damage to Equipment:**

The Licensee shall inspect the Equipment before use and advise Shepherd Stage, in writing, of any pre-existing damage to the Equipment and shall return or leave the Equipment in the same condition as received.

The Licensee shall be responsible for any damages it causes, either directly or indirectly, to the Equipment or any other property of Shepherd Stage. The Licensee shall immediately report to Shepherd Stage any damage to the Equipment, any other property or personal injury.

The Licensee acknowledges that their Refundable Deposit may be applied to damages, but in no way shall the amount of the refundable deposit or its return be construed as to the limit of Shepherd Stage's claim for damages.

### **Indemnification and Assumption of Risk**

#### **29. Insurance:**

The Licensee must take out with an Insurer Licenced to carry on business in Ontario, at the expense of the Licensee, a comprehensive policy of public liability and property damage insurance acceptable to Shepherd Stage and to the City providing insurance coverage in respect of any one occurrence of a least two million dollars (\$2,000,000), exclusive of interest and costs, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising in connection with the function or Use as a result of any act or omission of the Licensee or the group represented by or affiliated with the Licensee named hereon, its or their members, officers, employees, volunteers, agents or contractors or any person who attends the function or Use. Shepherd Stage may require that the insurance policy name Shepherd Stage and the City as additional insured as their interest may appear and the Licensee shall provide a certified copy of the policy or a certificate thereof to Shepherd Stage and the City two weeks before the Use. Shepherd Stage may require proof of insurance coverage at any time. If alcohol is to be served or sold at any time during the function or use, the Licensee shall provide to Shepherd Stage two weeks prior to the function or use a certified copy of the policy or the Certificate of Insurance naming Shepherd Stage and the City as additional insured and failing to do so, the Licensee shall not serve or sell alcohol and shall not permit the sale, service or consumption of alcohol.

#### **30. Indemnification:**

Notwithstanding any other term, the Licensee must protect, defend, indemnify and save Shepherd Stage and the City harmless from all claims, actions, proceedings, fines or penalties, including any costs and expenses incurred by Shepherd Stage or the City thereby, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with the Use as a result of any act or omission of the Licensee or the group represented by or affiliated with the Licensee named hereon, its or their members, officers, employees, volunteers, agents or contractors or any person who attends the function or use.

The Licensee agrees not to make any claim or take any proceeding against any other person, firm, company, entity (including the City) which may have the effect of, or where there might arise any claims against Shepherd Stage or the City for contribution or indemnity under the provisions of the Negligence Act or otherwise.

The Licensee acknowledges and agrees to assume all risks arising out of, associated with or related to the function or Use, including any use of Shepherd Stage and/or the Equipment and to be solely responsible for any loss or damage Shepherd Stage and/or the Equipment sustains,



including loss or damage caused by the injury to the Licensee's person or property or by the Licensee's death howsoever caused arising out of, associated with or related to the function or Use, the use of Shepherd Stage and/or of the Equipment by the Licensee.

The Licensee further acknowledges and agrees that the Licensee and its officers, employees, volunteers, agents and contractors, whether paid or not, are not covered by the City's Workers' Compensation Coverage and Benefits, by any Workers' Insurance and Safety Coverage for Shepherd Stage, or by any insurance coverage obtained by Shepherd Stage.

**31. Cost for Corrections:**

Should Shepherd Stage need to correct any failures of the Licensee, for example to return equipment to standard configuration or to repair damage, the Licensee will be billed at a minimum rate of \$25.00 per hour.

**32. Marketing:**

The Licensee may request a posting on the Shepherd Stage's social media. To do so, the Licensee should email a copy of the marketing material to [alyssa.cover@gmail.com](mailto:alyssa.cover@gmail.com).

**33. Acknowledgement:**

The Licensee agrees that if any term of this Agreement is prohibited or rendered invalid by a court of competent jurisdiction or otherwise, that term shall be severable from this Agreement without invalidating the remaining terms of this Agreement. In the event that more than one person is named as the Licensee, the liability of each Licensee shall be joint and several.

The undersigned has read and on behalf of the Licensee agrees to be bound by this Rental Contract / Permit / Licence and the terms and conditions contained herein and attached hereto, and hereby warrants and represents that he or she executes this Rental Contract/Permit/Licence on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his or her signature.

This Agreement is the entire agreement between the parties. No other agreements or amendments to this Agreement are binding upon the parties unless made in writing and signed by the proper signing authorities for each party.

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**Shepherd Stage**  
**Rental Contract / Permit / Licence**

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FOR Shepherd Stage:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jenn Pidgeon  
Artistic Director

Address: Shepherd Stage  
116 Queen Sr. N.  
Kitchener, ON N2H 2H6

Telephone: 226-750-8363

E-Mail: [bookings@shepherdstage.ca](mailto:bookings@shepherdstage.ca)

FOR THE LICENSEE:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:  
Business Name:

Address:

Telephone (primary):

E-Mail:



APPENDIX A: Info for Newsletter, Website, and Event Details

In the case of public events, we are happy to post your event to our website. Please ensure that info is legible and accurate. We'll do what we can to post events to our website and newsletter in a timely fashion, but appreciate your patience as we are a small team and undertake online marketing support on a volunteer basis.

**Name of Event** (as publicized):

**Presented by:**

**Description of Event** (For our Website Posting 100 words max):

**Dates and Times of Performances** (Please list all performances: include date, time of doors opening, and time of show. Also indicate those that are special performances i.e., for schools only):

**Ticket Price(s):**

**Ticket Purchase Information** (Include sale locations and phone number(s), door sales information, accepted methods of payment etc.):

**Contact Information** (Please provide a name, phone number and email address that can be distributed publicly if more information is required):

Age Appropriateness of Event:

Other Relevant Information (*optional*):

**Image** - please send along an image, preferably square, no larger than 1 MB, for inclusion on the website. Please note that, depending on the area on the site in which your event is viewed, the image may be automatically cropped/resized. Please submit photos to [alyssa.cover@gmail.com](mailto:alyssa.cover@gmail.com)

**Newsletter image** - we may use the image provided for the website or you may send along a second image such as your event poster. Please submit newsletter images to [alyssa.cover@gmail.com](mailto:alyssa.cover@gmail.com)