

Staff Use Only - Will be highlighted if applicable

- Insurance Received (events with alcohol only)
 Process a Damage Deposit Pre-Authorization: \$ _____
(Staff: Write auth code from receipt here: _____)



MEZZANINE RENTAL AGREEMENT

Contact Person: _____

Company Name (if applicable) _____

Phone #: _____ Email Address: _____

Address: _____

Date(s) of Rental: _____

Check-in Time: _____

Check-out Time: _____ (Note that deliveries, setup, load-in/out and teardown must occur within these times)

Total Number of People On-Site (including all staff, volunteers & organizers): _____

Nature of Rental: _____

Serving Liquor: Yes No

- If yes, will you be: acquiring a Special Occasion liquor license under your name, or
 using the permanent, pre-existing liquor license of a catering company (i.e. NOT a special occasion license). If choosing this option, please enter the name of the Catering Company: _____

UNDER THE TERMS OF THIS AGREEMENT: (please read and sign below)

1. All deliveries, pickups, setup, clean-up, and/or load-out must occur during the rental times stated above. Caterers must pick up before the end of your rental time. _____ (initial)
2. Only non-residue sticky tack or masking tape is allowed on the walls. Nails, staples, or any fasteners that leave residue, marks or holes are not allowed, and the renter is responsible for damage to walls and wall coverings _____ (initial)
3. Rentals with alcohol must obtain liquor liability insurance per the other terms below, and a copy must also be sent to Soundhouse at least 21 days in advance. Note that a rental with alcohol cannot proceed without proper insurance _____ (initial)

4. Rentals with alcohol must have a "Serving it Right" server and cannot be BYOB or self-serve, as per BC Liquor laws. If serving liquor, the bar must close at the stated time on the license.
5. **Delivery, setup, clean-up, pick-ups and load-out must occur within the rental time listed above or extra charges will apply.** Rental rates are based on the times and number of people listed on page 1. Because rates are variable depending on this and other factors, please refer to written communications, such as invoices or emailed quotes, for exact rates. Advance notice is required for rentals that continue past the time on this agreement, but staff may grant exceptions on a case-by-case basis. If the renter uses so much additional time that it negatively impacts another renter, they will be liable for any damages resulting thereof. If the renter requires more time than the stated rental times above, additional hours will be charged at the following rates: Meetings and workshops: \$135/hour. Rentals with alcohol: \$300/hour. Dry rentals: \$250/hour. Any and all rentals, regardless of type, that require additional hours past midnight will be charged at a rate of \$350/hour.
6. The renter agrees to abide by the Clean-Up Checklist (Addendum #1), and to ask Soundhouse staff if any clarification is needed. For all rentals, the renter will be responsible for setup and tear down. Soundhouse staff will handle table and chair setup and teardown for weekday corporate meetings and workshops, provided that layout and numbers are provided at least a week in advance. Please refer to the clean-up checklist on the last page of this agreement and ask staff for clarification if needed. If staff are required to conduct extra cleanup, the renter will be charged from \$75-\$200 per hour of extra cleanup required, depending on the nature of the cleanup.
7. Absolutely no flames, including but not limited to candles, tea lights, sparklers, and matches are allowed anywhere on the premises. An exception to this rule is made for chafing dishes from registered catering companies that are properly supervised and operated by staff. All heating instruments/appliances must be at least 2 feet from the wall.
8. No animals are allowed in the building as per BC health regulations, except provincially- or nationally-certified disability animals that accompany a guest with a disability and that provide a specific service, or the renter can be fined up to \$500 plus any applicable damage or cleaning costs.
9. If the Renter borrows Soundhouse's equipment or supplies, including but not limited to ladders and tools, the Renter assumes all liability risk, and that its use is at the Renter's discretion and at the Renter's own risk. Furthermore, the Renter agrees that Soundhouse and its staff members are not liable in any form whatsoever for any injuries to the Renter or their guests from use of any on-site equipment or supplies. The Renter agrees to use or move equipment only while sober and not under the influence of any drugs, and to not allow guests to use such equipment.
10. Insurance is required for all rentals in which there will be any kind of alcohol served. The renter must submit a copy of the insurance certificate to Soundhouse a minimum of 21 days prior to the rental, and it is the Renter's sole responsibility to obtain this. If this is not provided by the Renter within this timeframe, the rental may be cancelled and all monies forfeited. This insurance coverage must include third person liquor liability insurance (minimum 2 million dollar coverage) with Soundhouse named on the certificate as additional insured. It is the Renter's sole responsibility to ensure these insurance requirements are met and that they have sufficient coverage. If they are not met for any reason whatsoever, or if coverage is insufficient, the Renter agrees to be fully liable for any fines, fees, damages, or consequences whatsoever that may arise out of their use of the premises. For evening rentals that end later than 11pm, renters should request that their insurance cover the following day as well in order to ensure coverage in case the rental goes overtime.
11. The Renter is responsible in full for any and all fines or fees that the Renter or Soundhouse may receive as a result of their rental.
12. The renter agrees not to move or tamper with any of the hanging lights, fixtures, appliances, thermostats, or decor that are pre-existing in the room, and acknowledges there will be fees applied for doing so.
13. The Mezzanine Room has limited power supply, and the renter agrees to notify Soundhouse in advance if any high-draw lights, appliances, or equipment will be used. Soundhouse does not guarantee that power in the room can support multiple high-draw lights, appliances, equipment, or other items.
14. Payment can be made by debit, cash, Interac e-transfer, Visa, or Mastercard. A credit card provided by the Renter for the damage deposit can also be used for payments, outstanding balances, or damage charges.
15. The entire rental amount is due 60 days prior to the rental date. If payment is not received within this timeframe, the rental may be cancelled and any deposits forfeited. If booking a rental more than 60 days in advance, Soundhouse requires a non-refundable deposit of 50% of the total rental amount plus tax to finalize it. If a rental is booked less than 60 days in advance, the full rental amount must be paid in order to confirm it.
16. If the times and/or dates on the rental agreement are incorrect or vague, then the dates and/or hours listed on an invoice, payment receipt, or email will trump the times on the rental agreement. All rental fees are non-refundable.
17. In the event the Renter changes or updates aspects of their rental, the written communication will constitute proof of this change even if this agreement isn't explicitly updated by the Renter.
18. The Renter acknowledges that guests, vendors, and staff are only allowed in the Mezzanine room, and that they are not permitted in other areas of the building unless agreed to in writing in advance, and that it is the Renter's responsibility to ensure they do not enter other parts of the building. The renter further acknowledges that they are liable for damage or theft by their guests, vendors or other associated parties.
19. The Renter agrees not to move any of the pre-existing lighting (both hanging lights as well as fixtures), or remove or replace curtains. Doing so will result in additional fees and possibly damage charges. Nothing will be affixed to the ceiling or walls without express written permission obtained in advance.
20. In the event of cancellation by the Renter, 50% of the total booking amount will be refunded if cancelled with minimum 60 days notice. If cancellation occurs less than 60 days from the booking it is non-refundable. Date changes will be treated the same as cancellation requests. For reoccurring bookings that are on a set payment schedule and are set to occur at regular intervals on an ongoing basis, the renter must give 60 days notice for cancellation.
21. The Renter must comply with all BC liquor laws and regulations, and it is the Renter's responsibility to read and understand the appropriate liquor laws. If alcohol is being served, the Renter must bring a copy of the liquor license to the

- rental. If alcohol is being served, absolutely no alcohol is permitted outside the room, in other areas of the building, or outside the building, and the Renter is wholly responsible for guests' advisement and compliance of this.
22. To the fullest extent permitted by law, the Renter, its successors and assigns, hereby agree to protect and hold harmless Soundhouse, its employees, owners, or volunteers from any cost, injury, and damage incurred by, or to any person, or property whatsoever, during the specified period. In the event of an action, court costs, expenses of litigation and reasonable attorneys' fees will be carried out by the renter. The renter also agrees to be fully liable for any facility user's negligent or illegal activities or actions.
 23. The Renter must notify Soundhouse at the time of booking if minors will comprise more than 20% of guests. Rentals where minors comprise more than 50% of guests are not allowed.
 24. The renter agrees to provide a damage deposit in the form of a pre-authorization on the renter's credit card (Visa or MasterCard), and the amount varies depending on the type of rental and based on staff discretion, ranging from \$250 to \$1,500. These funds will be released within 3-5 business days after the rental if no damage, extra charges, or fees have been incurred. A credit card provided for damage deposit can be used for payment or outstanding balances. The renter agrees to be fully liable for any and all damages, costs, and fees that occur, even if the amount exceeds the damage deposit, or if a damage deposit was not taken.
 25. The Renter acknowledges that during evenings, weekends, and holidays Soundhouse can't guarantee that no background noise will be audible, and if you book during these times the Renter recognizes the possibility of background noise from nearby production studios.
 26. Soundhouse does not supply a dedicated sound technician or an A/V technician, but will have staff on-site to troubleshoot to the best of our staff's abilities if any problems arise. We do not have the ability to troubleshoot outside equipment if the renter chooses to bring it in.
 27. Every effort is made to have all equipment, amenities and supplies in good working order. The Property is inspected by our cleaning or maintenance persons prior to every rental. Any problems should be reported immediately to staff so arrangements can be made to resolve them as quickly as possible. Refunds and/or damages will not be issued due to a malfunction in equipment, amenities or supplies. Repairs are corrected in as timely a manner as possible, but the renter understands and agrees that repairs are not guaranteed to be resolved during the rental period.
 28. The renter is responsible for the noise that is created by their rental and/or guests, and must limit excess noise from speakers, music, and similar at all times. The staff of Soundhouse reserve the right to limit the volume of the music or performance being held on the premises. Please note that sub-woofers are not allowed on-site.
 29. This agreement supersedes any other agreement made with third-party booking websites.
 30. It's the renter's responsibility to inform all of their associates, staff, and guests of the terms of this agreement.
 31. Soundhouse reserves the right to cancel any and all rentals prior to the rental date at its sole discretion without damages owing to the Renter. In such instances, all monies paid to Soundhouse will be refunded to the Renter.
 32. No materials may be thrown or strewn on or around the premises or in front of the building, including but not limited to glitter, sparklers, petals, and confetti. Use of such items will also result in a clean-up fee.
 33. The renter acknowledges that Soundhouse can cancel a rental at any time that is in contravention of any of the terms contained herein, with no refund or compensation to the renter.
 34. Soundhouse reserves the right to immediately shut down any rental that is deemed excessively rowdy, non-compliant, and/or potentially damaging to the premises in any way whatsoever, with no refund or compensation to the Renter.
 35. Soundhouse has a maximum capacity of 100 persons, with the exception of corporate presentation-style rentals (without alcohol) which have a capacity of 120 if seating is theatre-style. This includes the Renter's staff, organizers, volunteers, vendors, and any other parties. It is the renter's sole responsibility to enforce this capacity and Soundhouse reserves the right to immediately shut down any rental that is deemed over-capacity, with no refund or compensation to the renter whatsoever.

I have read and understand the above:

Renter's Name

Date

Renter's Signature

Optional Add-Ons

Yes No

- Tables (8-ft folding tables, rectangular) – *Free* – Enter quantity: _____
- Chairs – *Free* – Enter quantity: _____
- HD Projector & Screen Rental (\$75) or Projector Screen Only (\$20)
- Flipchart & stand, with 40 sheets of paper and black markers (\$40)
- PA Rental (\$99) *PA consists of 2 Yamaha speakers (1000 watts each), a 12-channel mixer, speaker stands, cable for ipod/computer, and includes setup/teardown by Soundhouse staff. It will be set up near the wood wall unless you note differently below.*
- Wired Microphone & Boom Stand Rental (\$20). Quantity: _____
- Mini wireless speaker for web-based conference calls or projector amplification (\$20)

Corporate meeting/workshop renters: please let us know what type of table/chair setup you'd like below.

- Theatre-style U-Shape (max 46 ppl) Double- U shape (max 68 ppl)
- Classroom style (max 72 ppl) Angled table pods (max 48 ppl) Long tables (max 100 people)

Additional Setup Notes:

Addendum #1: Rental Clean-up Checklist

Please feel free to leave tables and chairs where they are and our staff will return them to storage. As per the rental agreement, renters are responsible for the set-up & clean-up of the room. The renter should return the room to the general condition in which they received it in. All garbage and recycling should be in the appropriate bins. Note that we will do a deep-clean (floors, for example) but we expect to receive the room back in a generally clean and tidy condition.

Please ensure the following are done:

- All cans/bottles and garbage put in bins (we can provide XL bins upon request)
- All food/catering/supplies has been either picked up, taken off-site, or is in garbage bin
- All decorations taken down, no debris or miscellaneous items left around room
- Fridge and freezer clean and all items taken out (including ice)
- No garbage bags on floor outside of bins
- No wet spills on floor or tables (Important note: please ensure there aren't any wet spills on the floor because this can cause permanent damage. If you have a spill during your rental, please ask our staff for supplies or assistance. Please do not leave any garbage bags or recycling containers directly on the floor – they must be in bins (garbage bags often leak).

Staff Use Only

- Added in MB Cal If rental starts prior to noon, add times in MB notes (cross off if N/A)
- Blocked rooms if necessary Scheduled morning staff (cross off if not applicable)
- Cross-checked times, A/V, etc Check if insurance is needed
- Processed in MB retail (post-date if needed) Check if damage deposit needed