

RENTAL AGREEMENT

1. PARTIES

The section identifying the parties entering into the agreement requires the contact information of the authorized signatories for each.

2. PRICING AND PAYMENT TERMS

Ci-joint en annexe.

A **50% advance deposit** is required upon signing the contract to confirm the reservation. This amount is also indicated on the quote below.

*Payments can be made by **cheque**, made payable to Centre culturel Frontenac. The cheque can be delivered in person or mailed to 1290, rue Wheathill, Kingston, ON K7M 0A7.*

*Alternatively, you may also make the payment via **e-transfer** to ccfkingston@gmail.com.*

RATES :

- **Hourly rate for for-profit organizations:** \$172/hour (Base rate, minimum 4 hours) and -20% from the 5th hour of the day, i.e., \$138/hour.
- **Hourly rate for non-profit organizations (-30%):** \$120.5/hour (Base rate, minimum 4 hours) and -20% from the 5th hour of the day, i.e., \$96/hour.
- **Extra charges for unplanned overtime:** Base hourly rates apply. For-profit organizations: \$172/hour. Non-profit organizations: \$120.5/hour.
- **Technical services:** \$45/hour for the technical director (mandatory presence during the theater rental period). \$30/hour per additional technician (optional).
- **Venue staff:** \$30/hour.

Note :

- *Rates do not include a 10% service fee and applicable taxes (HST # 13245 0933 RT 001).*
- *Total payment must be made before the event or within 30 days after receiving the invoice. Late payment: 2% interest per month.*
- *The Renter will be billed for any additional hours not specified in the contract.*

3. TERMS OF USE

Payment : The renter agrees to pay the total amount of the invoice for rental or usage fees as outlined above, as well as any additional charges, within thirty (30) days of receiving the final invoice. A late fee of 2% per month will be applied to any outstanding balances.

Venue supervision : A designated person from the Centre culturel Frontenac, typically the Technical Director unless otherwise specified, will be in charge during the rental and will be the first and last person present at the venue during the event. This person will hold the keys required to access the facilities for the activity and will be responsible for deactivating and reactivating the alarm system upon arrival and departure.

Compliance : The Renter agrees to comply with the applicable laws and regulations in Ontario, including:

- **The Ontario Human Rights Code**
- **The Criminal Code of Canada**
- **The Smoke-Free Ontario Act**
- **The 2017 Ontario Cannabis Act**

Responsibilities: The Renter must comply with municipal regulations and Canadian laws.

Nuisances: Discriminatory or disruptive activities are prohibited.

Equipment and decorations: Must be approved by the CCF. No nailing or drilling into the walls. Schools under CEPEO and CECCE have priority in using the spaces during school hours. Any extended use involving set storage on stage must allow access to and use of the theater by the schools during these hours.

Alcohol and cannabis: Permit required for alcohol. The use of cannabis is strictly prohibited inside and outside the Centre's facilities, including main entrances and outdoor common spaces. If alcoholic beverages are to be consumed during the event, the Renter must undertake the necessary procedures to obtain the required permit/licence. Proof of obtaining the permit/licence must be provided to the Centre culturel Frontenac before access to the reserved facilities is granted.

Food : It is strictly prohibited to eat or sell food in Le Sésame Theater without prior permission.

Restoration of premises: Must be returned to their original condition.

Damage and compensation : The Renter (whether an incorporated group or individual) whose signature appears on this contract will be held responsible for any damage caused to the facilities during the period of use defined in this agreement. This person agrees to ensure that the premises and equipment used are returned in the same condition as they were upon arrival on the day of the event.

Any damage resulting from misuse of equipment, acts of vandalism by a participant, or failure to clean will incur repair or replacement fees. If additional maintenance is required following the rental, the associated costs will be charged to the tenant.

4. INSURANCE AND LIABILITY

- **Required insurance:**
 - **For renting Le Sésame Theater:** Proof of general liability insurance covering a minimum amount of **\$5,000,000** is required. The **Centre Culturel Frontenac** and the **Conseil des écoles publiques de l'Est de l'Ontario (CEPEO)** must be listed as additional insureds on the policy, specifically for the event in question.
 - **For renting rooms at the Centre:** The Renter must provide proof of general liability insurance covering a minimum amount of **\$2,000,000**. The **Centre Culturel Frontenac** must be listed as an additional insured on the policy, specifically for the event in question.
 - **Submission requirement:** The insurance certificate must be provided **at least 1 month before** the scheduled event date. The Centre Culturel Frontenac reserves the right to cancel the rental if the Renter does not provide proof of insurance within the required timeframe.

5. CANCELLATION AND REFUND POLICY

- **More than 60 days before:** Full refund minus service fees.
- **Between 60 and 21 days before:** 75% refund, meaning the 25% deposit is non-refundable.
- **Cancellations less than 21 days before the event :** will incur a penalty of 50% of the total rental amount.

The Centre Culturel Frontenac reserves the right to cancel the rental at any time if the Renter does not provide the deposit/payment and/or proof of insurance as agreed.

6. FORCE MAJEURE

Neither party shall be held liable for any failure or delay in performance due to unforeseen circumstances beyond their control. Events constituting force majeure include:

- **Natural disasters** (floods, earthquakes, hurricanes, severe storms affecting access to facilities).
- **Pandemics, epidemics, and related government restrictions.**
- **General strikes or lockouts affecting the industry.**
- **Major infrastructure failures (extended power or water outages).**

In the event of force majeure, each party must notify the other as soon as possible. If the event cannot be rescheduled, a full refund will be issued.