



Theatre Space Request

Room Booking Unit
 40 Orchard View Blvd., Toronto ON, M4R 1B9
 Phone: 416-397-5969 Fax: 416-397-5961
 Email: roombookingunit@torontopubliclibrary.ca
 HST # 87327-5499 RT0001

Please Note: This form is only a request for theatre space and not a confirmation.

Process:

- Fully complete this form and send it to the Room Booking Unit by e-mail, mail or fax set out above.
- Staff in the Room Booking Unit will contact you upon receipt of this space request and review availability, group status, payment, Regulations of Use and the creation of a Toronto Public Library Theatre Contract.

Theatre Booking Schedule:

- Request for dates for the current year will be processed on a first come first serve basis and availability.
- Requests for dates for the following year must be sent in the month of June of the current year to be considered. Any requests received after June 30 of the current year will be processed on a first come first serve basis and availability.
- Beyond the current and the following year, we will not be accepting any theatre space requests.

Name of Theatre Group or Applicant: _____

Name of Business Manager or Contact Person: _____

Address of Business Manager: _____ Postal Code: _____

Home Phone: _____ Business Phone: _____

Fax: _____ Email: _____

Please check one: Non-Profit. If applicable please provide Registration # _____
 Commercial

THEATRE	MONTH	DAY	YEAR	TIME IN TIME OUT		PERFORMANCE TIMES
				(includes set up & clean up times)		

*Note: For additional dates, please attach another sheet if necessary.

Type of Production: _____ Title of Production: _____

Will you be charging for tickets? Yes — Ticket price: _____ No Estimated Attendance: _____

Describe sets briefly: _____

Equipment Required: Piano (\$15) Video Projector (\$20/hr) — # of hours required: _____
 Kitchen (\$10) Dates for kitchen: _____

Green Room required: Yes No

Will refreshments be served at intermission? Yes No

FEES (charges are for any hour or part thereof - all rates exclude any applicable taxes)

FAIRVIEW (closed Sept. 2012 – Fall 2013)

YORK WOODS (available from July 2013)

PALMERSTON:

Non Profit: 2012 - \$255/day, 2013 - \$325/day, 2014-\$400/day

Non Profit: 2012 - \$130/day, 2013 - \$165/day, 2014-\$200/day

Commercial: \$150/hr

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SECURITY:

An additional security fee is charged for bookings during hours the library is closed: \$50 for the first two hours, or part thereof; \$25 per hour, or part thereof, thereafter.

RESCHEDULING/CANCELLATION: See Regulations of Use

By submitting this space request I agree to the Regulations of Use and am aware that this request is not a contract and does not represent a confirmed booking.

Signature of Applicant: _____

Date of Application: _____

The personal information on this form is collected under the authority of the Public Libraries Act. This information will only be used for room and theatre rentals, and related equipment rentals, by the Toronto Public Library. Questions related to the collection of this personal information should be directed to the Service Co-ordinator, Room Booking Unit, 40 Orchard View Blvd., Toronto, ON, M4R 1B9, Telephone: 416-397-5969.

Regulations of Use

The Contracting Party's booking and use of the Theatre (the "Premises") are on the following Regulations of Use:

1. The Library is not responsible for, and will not be liable to the Contracting Party, for any damages whatsoever, arising out of or in connection with your use, or inability to use, the room booking system even if the Library had been advised of the possibility of such damage.
2. The Contracting Party certifies that the person signing for the contract is the authorized representative of the Contracting Party and has the full authority to sign the contract and to commit the Contracting Party in respect of any other matter regarding the theatre booking contract, the use of the Premises and the supplied equipment.
3. The Library grants to the Contracting Party the non-assignable right to use the Premises and any supplied equipment **solely for the purposes and on the dates and times stated in the contract. The time period for use of the Premises must include the time required to prepare the Premises for use and to clean up the Premises after use. The Premises MUST be vacated by 1:00 am.**
4. The Contracting Party agrees that:
 - (i) **by rescheduling its intended use of the Premises on more than two months' notice, a \$20 rescheduling fee for each rescheduled booking will apply;** or
 - (ii) **by rescheduling its intended use of the Premises on less than two months' notice, the cancellation fee will apply — identified below in Section 5 (i).**
5. The Contracting Party agrees that:
 - (i) **by cancelling its intended use of the Premises on less than two months' notice, only security guard costs will be refunded;** or
 - (ii) **by cancelling its intended use of the Premises on more than two months' notice, the Library will refund any fees paid to it for such use, less a cancellation fee of \$20.**

A written cancellation must be received at least two months prior to your planned event and confirmed by the Library.
6. **The Contracting Party is solely responsible for the preparation and set-up of the Premises and supplied equipment for use.** The Contracting Party shall not cause or permit the Premises or any supplied equipment to be defaced, injured or damaged in any way. The Contracting Party shall be responsible for any and all damage caused by its use of the Premises or the supplied equipment **and shall return the Premises and supplied equipment to the Library in the same condition as when their use began.** The Contracting Party shall pay to the Library, on receipt of an invoice, the reasonable cost of any and all repairs required to be made to the Premises or supplied equipment as a result of their use by the Contracting Party or any of its employees, invitees, attendees or guests.
7. In using the Premises and the supplied equipment, the Contracting Party will comply with all applicable federal, provincial and municipal laws, by-laws, policies and regulations including the Library's Rules of Conduct, a copy of which is available upon request. The Contracting Party will ensure that all those in attendance on the Premises during the period of the Contracting Party's use will comply with such laws, by-laws, policies, regulations and rules.
8. Any property of any kind brought on the Premises by the Contracting Party, its employees, invitees, attendees and guests, is at the sole risk of the Contracting Party and shall be promptly removed from the Premises after use of the Premises. If the Contracting Party fails to vacate the Premises at the end of the period of use, the Library may remove property of any kind and dispose of it at the Contracting Party's expense. The Library shall not be liable for damages or loss as a result of any removal or disposal of any property in accordance with this section.
9. The Contracting Party assumes full responsibility for the acts and conduct of all persons admitted to the Premises during the Contracting Party's use. The Library retains the right to interrupt or terminate the use of the Premises or to eject any person if designated by Library staff members, in their sole discretion, consider it to be necessary in the interests of public order or safety. The Contracting Party waives any damages or compensation should its use of the Premises be so interrupted or terminated.
10. The Contracting Party agrees that:
 - (i) **Theatre Liaison Officers and Library staff may have access to the Premises at all times** and may attend any meeting, course or event being conducted by the Contracting Party on the Premises;
 - (ii) no games of chance, including bingo and lotteries, may be conducted on the Premises;
 - (iii) no charitable fundraising is permitted on the Premises unless authorized by the Toronto Public Library Board;
 - (iv) no goods may be sold on the Premises unless authorized by the Toronto Public Library Board;
 - (v) preparation and distribution of all publicity or marketing materials respecting any event to be held on the Premises are the sole responsibility of the Contracting Party, but all such materials must be approved by the Library prior to their distribution or circulation; and
 - (vi) no alcohol may be sold on the Premises;
 - (vii) no smoking is allowed on the Premises or in any part of the Library;
 - (viii) no open flames (e.g. candles, oil lamps, etc.) are permitted on the Premises or Library. No more than two sticks of incense may be burned on the Premises at any given time.
11. The Contracting Party is responsible for any costs associated with its use of the Premises or the supplied equipment which are not specifically identified in the contract, excluding the supply of any utilities to the Premises.
12. **The Contracting Party shall be in default of these Regulations of Use if it fails to pay any amounts due on their due date,** if it breaches any of the Regulations of Use, or if it poses a risk to the health and safety of the public or Library staff. **If the Contracting Party is in default, the Library may, in its sole discretion, terminate the use or intended use of the Premises without refunding any of the payment and shall be under no obligation to allow the Contracting Party to use the Premises in the future.**
13. In addition to the Library's right to terminate the Contracting Party's use of the Premises identified elsewhere in these Regulations of Use, the Library, in its sole discretion, may terminate the Contracting Party's right to use the Premises if:
 - (i) it becomes aware of a use that is contrary to law;
 - (ii) the Contracting Party has misrepresented anything in its contract;
 - (iii) there is a likelihood of harm to any person or property;
 - (iv) it becomes aware that the Premises are intended to be a permanent or long-term location for the Contracting Party's activities, including establishing offices in library meeting rooms;
 - (v) the Contracting Party has previously misused the Premises or other Library facilities or materials or has failed to pay any fees of any sort owing to the Library; and
 - (vi) the Contracting Party has failed to make full payment for use of the Premises by the time of confirmation of booking of such use, identified in the contract.
14. If the ability of the Library to provide the Premises for the Contracting Party's use is rendered impossible due to matters beyond the Library's reasonable control including, but not limited to, damage to the Premises and labour disruption, then this contract shall be terminated and the Contracting Party shall be entitled to a refund of the fees it has paid to the Library. The Contracting Party waives any claims for damages or compensation on account of such termination other than the refund of fees referred to above.
15. **The Contracting Party will ensure that the occupancy of the Premises will not exceed the maximum permitted occupancy as follows:**

York Woods Theatre - 260	Fairview Theatre – 260	Palmerston Theatre - 120
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16. **The Contracting Party will ensure that during use of the Premises no aisles or exits are obstructed.**
17. **The Contracting Party will contact the Library's Theatre Supervisor at 416-395-5741 within two (2) weeks of receiving the Confirmation/Invoice in order to schedule an appointment to discuss the use of the Premises. The Theatre Supervisor must approve the videotaping or filming of the event to be staged on the Premises.**
18. **The Contracting Party will comply with the procedures set out in the Library's manual, a copy of which is available from the Theatre Supervisor.**