



REPORT

TO: Mayor Caul and Council

FROM: Jason Kabel, Community Services Division Manager

DATE: October 4, 2019

RE: **Townshend Theatre Operating Manual**

The Townshend Theatre Advisory Committee has recently undertaken a review of the Theatre Operating Manual and has proposed a number of changes (attached). Additions to the agreement appear in **bold**, deletions appear as ~~striketrough~~.

Recommendation

The Community Services Executive Committee recommends to Council to endorse the revised Theatre Operating Manual as presented.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Kabel".

Jason Kabel

<p>Council approval of this report will agree with the recommendation of the Community Services Executive Committee to endorse the revised Theatre Operating Manual with the changes presented.</p>

TOWNSHEND THEATRE

Operating Procedures Manual



TOWN OF FORT FRANCES

Community Services Division

October 2019

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TOWNSHEND THEATRE
OPERATING PROCEDURES MANUAL

INTRODUCTION

Townshend Theatre is owned and operated by The Corporation of the Town of Fort Frances under management of the Community Services Department.

The, 430 capacity, Theatre is available for use to all individuals, organizations and corporations on a non-discriminatory basis under the terms and conditions laid out in the Operating Procedures Manual and Contract. All Permit Holders and patrons will be responsible for compliance with all local, provincial and federal laws and policies, and by-laws of the Town of Fort Frances.

The material contained in this Operating Procedures Manual is intended to serve as an adjunct and integral part of all permits for the use of the Theatre and as a guide for potential Permit Holders.

The COMMUNITY SERVICES MANAGER or designate may, by specific exception or amendment to the main body of the permit, alter sections of the Operating Procedures Manual to better suit the needs of specific events. However, in the absence of written changes, all policies enumerated in the manual will be in full force as stated.

In this manual the THEATRE is the Townshend Theatre.

The user group is the PERMIT HOLDER **upon execution of a rental contract.**

The COMMUNITY SERVICES MANAGER is the Town of Fort Frances Community Services Manager.

OPERATION PROCEDURES MANUAL

1. GENERAL BOOKING

1.1 Master Calendar and THEATRE Bookings

- a) The COMMUNITY SERVICES MANAGER or designate will maintain a one year running calendar of scheduled activities for the Theatre and will accept tentative event dates for potential PERMIT HOLDERS for available dates within that one-year period.
- b) Events will be scheduled and considered booked only when a 20% deposit is made, at which time the party will be considered a PERMIT HOLDER. At any time additional payments may be requested by the COMMUNITY SERVICES MANAGER or designate to cover the cost of expenses incurred on the PERMIT HOLDER'S behalf. If an event is cancelled by the PERMIT HOLDER, any deposit money will be forfeited as liquidation damages.
- c) During the school year, the THEATRE is available for community use during the hours of 6:00 p.m. to 11:00 p.m. weekdays, to 1:00 a.m. on evenings of performances, 8:00 a.m. to 1:00 a.m. on weekends, and 8:00 a.m. to 1:00 a.m. each day for the remainder of the year, **subject to additional custodial fees and availability.**
- d) The maximum seating capacity of the THEATRE is four hundred and thirty (430). This is the maximum number of people that may be accommodated at one time in the THEATRE seating area. No one may sit in the aisles or on the stairs in the THEATRE. All people in the THEATRE must have a valid ticket for the event. No babes in arms.

1.2 Application Forms/Permits

~~Once an application form is completed for use of the THEATRE and a 20% deposit is made, a person/group will sign the rental contract and be deemed a PERMIT HOLDER. A copy of the contract will be given to the PERMIT HOLDER.~~

Events will be scheduled and considered booked only after full payment is received and assigned Permit has been accepted by the COMMUNITY SERVICES MANAGER or designate, or has been approved in accordance with the Town of Fort Frances' credit application procedure.

1.3 Signed Contract with an Act

- a) The PERMIT HOLDER agrees to furnish the COMMUNITY SERVICES MANAGER or designate, at the time of executing the Permit Agreement, a copy of the contract rider between PERMIT HOLDER and the Act to be presented, to ensure that performance requirements will be fulfilled.

- b) Performance Contract – At the request of the COMMUNITY SERVICES MANAGER, the PERMIT HOLDER shall produce any contract that it may have with an artist with regards to any question of copyright or other matter which the COMMUNITY SERVICES MANAGER may deem necessary to determine that the PERMIT HOLDER has completed arrangements for the engagement.

1.4 Permit Holder Representative

The PERMIT HOLDER will furnish to the COMMUNITY SERVICES MANAGER or designate the name, address and phone number of the PERMIT HOLDER'S representative. This representative will be the sole person authorized to make decisions or to negotiate with the COMMUNITY SERVICES MANAGER or designate. This representative, who must be present at each performance, will then be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the staff of the THEATRE.

1.5 Theatre as Supplied

The THEATRE will be made available to the PERMIT HOLDER with ordinary THEATRE lighting, heating and air conditioning, subject to equipment breakdown. The basic theatrical stage lighting system and stage sound system will also be available subject to equipment breakdown for the PERMIT HOLDER to use during their rental of the THEATRE at no additional charge.

1.6 Building Cleanliness

The THEATRE will be supplied in a reasonable state of cleanliness at the beginning of the rental period. If the THEATRE dressing rooms or other rooms used by the PERMIT HOLDER or the PERMIT HOLDER'S performers cast or crew are left in an unsatisfactory condition, in the sole opinion of the COMMUNITY SERVICES MANAGER or designate (the on duty custodial staff), the PERMIT HOLDER shall be responsible for cleaning costs incurred.

1.7 Building Alterations

There will be no alterations to the THEATRE without written approval of the COMMUNITY SERVICES MANAGER.

1.8 Building Damage

Any damage inflicted on the THEATRE or its equipment, however caused, will be paid for by the PERMIT HOLDER. All equipment brought into the THEATRE including stage sets, decorations, attachments in the premises and surrounding areas shall be subject to the approval of the COMMUNITY SERVICES MANAGER or designate. All electrical equipment must be approved (see Section 2.5).

1.9 Building Overtime

The standard daily rental period is seven (7) consecutive hours. The rental period starts when the PERMIT HOLDER or group enter the THEATRE or set up is started on the PERMIT HOLDER'S behalf. The rental period ends when:

- a) All stage equipment has been put away;
- b) All lighting that has been adapted for the PERMIT HOLDER'S specific show is reset to the standard;
- c) The stage floor has been swept and/or mopped;
- d) The PERMIT HOLDER'S group has vacated the building; and
- e) The THEATRE building is locked and a security check is completed by the on duty custodial staff.

1.10 Financial Settlement

If funds are outstanding at the conclusion of an event, an invoice for the balance owed will be issued to the PERMIT HOLDER. Any money owing will be due NET 30 DAYS from the issue date of the invoice. A full accounting of charges made by the COMMUNITY SERVICES MANAGER or designate will accompany the invoice. In the event of seating surcharge, the surcharge will be included in this invoice.

1.11 Site Visits

Site visits to view the THEATRE and the technical equipment are encouraged and may be arranged during normal business hours, Monday to Friday, with the COMMUNITY SERVICES MANAGER.

1.12 Backstage Policies

- a) The PERMIT HOLDER will provide an adequate number of people to run their performance, set up, strike, or rehearsal in a safe and efficient manner.
- b) The PERMIT HOLDER shall be responsible for all its personal property in the building including all backstage areas.
- c) *No one is permitted in restricted and technical areas of the THEATRE (lighting grid, box booms, or control booth) unless specifically authorized by the COMMUNITY SERVICES MANAGER or designate.*
- d) All the PERMIT HOLDER'S effects must be removed from the THEATRE at the termination of the rental period. If effects are not removed, they will be removed at the owner's expense. All technical aspects of events conducted at the THEATRE are subject to the supervision and approval of the COMMUNITY SERVICES MANAGER or designate.

- e) Painting is not permitted in the THEATRE except in the loading dock area. Appropriate drop cloths must be used to protect the floor. Expense to repair any damage will be charged back to the PERMIT HOLDER.
- f) No stapling, screwing or nailing into the stage floor is permitted.
- g) All exit doors and hallways must be kept free and clear of any obstructions at all times.
- h) No costumes, properties, etc., are to be hung from the fire equipment, emergency lighting fixtures or backstage equipment at any time.
- i) Food and drinks are not permitted in the THEATRE, catwalks or control room.
- j) Nothing may be attached to the stage drapes. This includes anything that may be pinned or taped to the curtains.
- k) There will be no 'tours' of the THEATRE, backstage or any of the technical areas without the authorization of the COMMUNITY SERVICES MANAGER or designate.
- l) Audience members should not be encouraged to go on the stage or into the backstage area after a performance. Guests of the performers may be greeted in the lobby.

1.13 ~~Volunteer~~ Usher(s)

~~Volunteer ushers will supply the required front of house personnel free of charge to the PERMIT HOLDER including house manager, security, ushers and personnel to assist with the box office, if required, to ensure that theatre policies are adhered to.~~

PERMIT HOLDERS will be required to supply their own usher(s) for events. The COMMUNITY SERVICES MANAGER may provide usher(s) as deemed necessary.

1.14 Advertising and Promotions

All advertising and promotions for engagements will be by the PERMIT HOLDER at the PERMIT HOLDER'S sole cost and expense.

1.15 Equipment, Signs and Posters

- a) The PERMIT HOLDER will not do, or permit to be done, anything that will tend to damage, mar or in any manner deface the property of the THEATRE, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks or screws into any part of the THEATRE, and will not make, or allow to be made, any lacerations of any kind to the THEATRE or any equipment or facilities thereof.

- b) The PERMIT HOLDER will not post or exhibit or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the THEATRE, except upon the regular areas provided for such purpose. The PERMIT HOLDER will post or exhibit only such material as approved by the COMMUNITY SERVICES MANAGER or designate as it relates to the performance or exhibition to be given in the THEATRE under this license. The COMMUNITY SERVICES MANAGER or designate reserves the right to reject materials that do not conform to fire and safety regulations (e.g. non-flame proofed banners), or community standards.
- ~~c) The PERMIT HOLDER'S production requires cast members to smoke on stage; the COMMUNITY SERVICES MANAGER must provide prior approval at the time the Theatre Rental Agreement is signed. Once approved and at the PERMIT HOLDER'S expense, ALL advertising must include a disclaimer that smoking is part of the production.~~
- c) If a production requires cast members to smoke on stage, the prop must be simulated and not lit or activated as per Article 1.19.**

1.16 Loading Entrance

All articles, exhibits, fixtures, materials, displays, etc., will be brought into or out of the building only at such entrances as may be designated by the COMMUNITY SERVICES MANAGER or designate.

1.17 Objectionable Persons

- a) The COMMUNITY SERVICES MANAGER or designate reserves the right to eject or cause to be ejected from the THEATRE any objectionable person or persons; and neither the COMMUNITY SERVICES MANAGER nor any of its officers, agents or employees shall be liable to the PERMIT HOLDER for any damages that may be sustained by the PERMIT HOLDER through the COMMUNITY SERVICES MANAGER'S exercise of such right.
- b) The term 'objectionable persons' shall include those persons who by virtue of disorderly conduct, intoxication, disruptive behavior, violation, policies pertaining to the THEATRE, municipal, provincial or federal law, make the proper conduct of business, an event, or the enjoyment by others of the event, difficult or impossible.

1.18 Limitations

The COMMUNITY SERVICES MANAGER or designate may refuse to make requested areas available if the proposed use interferes with the school, the THEATRE'S normal business, or is deemed hazardous, unsafe or objectionable.

1.19 Tobacco, Cannabis, and Vaping

The consumption (e.g. smoking, vaping, and ingestion), illegal and/or restricted drugs, including cannabis and tobacco products are prohibited on school board property.

2. TECHNICAL FACILITIES AND EQUIPMENT

2.1 Technical Staff

- a) When technical equipment is being used by the PERMIT HOLDER, qualified technical persons are required to operate the equipment. A listing of the personnel will be made available to the PERMIT HOLDER upon request. An extra charge for the cost of technical staff will be applied to the Contract.
- b) Under special circumstances for those PERMIT HOLDERS providing special technical staff, arrangements may be made with the COMMUNITY SERVICES MANAGER.

2.2 Technical Information

Technical information will be sent to the PERMIT HOLDER if requested. This information includes lighting, audio, and stage equipment lists, drawings of the stage and lighting grid, the house light plot and stock lighting gel list.

2.3 Additional Charges for Special Equipment

Any equipment required beyond the existing equipment package requires the PERMIT HOLDER to gain approval from the COMMUNITY SERVICES MANAGER or designate.

2.4 Additional Equipment

Audio-visual equipment, including VCR and TV monitor, flip charts, video projector easels or other specialized equipment may be arranged at a cost to the PERMIT HOLDER, through the COMMUNITY SERVICES MANAGER or designate pending availability.

2.5 Electrical Equipment

- a) All electrical equipment used in the THEATRE must be CSA, U/L or Ontario Hydro approved.
- b) In the event that the standard electrical connections provided by the COMMUNITY SERVICES MANAGER or designate are not sufficient for the PERMIT HOLDER'S purposes, the PERMIT HOLDER will inform the COMMUNITY SERVICES MANAGER or designate that additional electrical connections are required. The COMMUNITY SERVICES MANAGER or designate may require the PERMIT HOLDER to retain a qualified electrician which will be selected by the COMMUNITY SERVICES MANAGER or designate to do all work involved in the connection or disconnection of electrical equipment. The costs of these electrical services will be borne by the PERMIT HOLDER.
- c) If the COMMUNITY SERVICES MANAGER or designate determined that any piece of electrical equipment brought into the THEATRE is damaged, impaired or otherwise

deficient so as to create a potentially dangerous situation, the COMMUNITY SERVICES MANAGER or designate will refuse to let it be used in the THEATRE until such impairment or deficiency is remedied.

2.6 Pyrotechnics

All pyrotechnical effects to be set up and used in the THEATRE are subject to the safety approval of the COMMUNITY SERVICES MANAGER or designate and the Fort Frances Fire Department.

This will include how the effects are to be set up and fired. Pyrotechnics must be set and used by an individual certified by the Explosives Branch of Natural Resources of Canada. For greater certainty the Pyrotechnic process from set up, execution and removal must be under the direct supervision of an individual certified by the Explosives Safety and Security Branch of Natural Resources Canada.

2.7 Sound Pressure Levels

Sound pressure levels in the THEATRE may not exceed the guidelines set out by the Ontario Ministry of Labour – Safety guidelines for the Live Performance Industry in Ontario (as amended). If sound pressure levels are felt to be exceeding these levels, the COMMUNITY SERVICES MANAGER or designate will measure the levels utilizing the THEATRE'S equipment. If the sound pressure levels exceed an acceptable level, the PERMIT HOLDER will be advised immediately to lower the sound pressure levels. If this is not done, the performance may be stopped.

2.8 Rigging

The rigging of signs, small set pieces, etc., will be executed or supervised only by the COMMUNITY SERVICES MANAGER or designate. This includes items that are dead hung and items that are rigged to fly.

2.9 Piano Use

- a) Requests for use of and piano tuning must be arranged through the COMMUNITY SERVICES MANAGER or designate. The piano(s) will be tuned on a regular basis. Only tuners approved and hired by the COMMUNITY SERVICES MANAGER or designate are permitted to tune and repair the instruments. Piano tuning is at the expense of the PERMIT HOLDER.
- b) The piano(s) are to be used only as instruments, not as stage props. (Users should feel free to bring in their own pianos for such uses.). The COMMUNITY SERVICES MANAGER or designate reserves the right to restrict the use of the piano(s) at any time.

- c) Any damage suffered by the piano(s) during their use by a group will be paid for by the group. The piano(s) will be inspected by the COMMUNITY SERVICES MANAGER or designate and the PERMIT HOLDER prior to and following each use.

2.10 Orchestra Pit – Stage Thrust

The orchestra pit is available for use by any groups using the THEATRE. It is, however, due to its design, very labour intensive to move. Please consult the COMMUNITY SERVICES MANAGER or designate when making plans to utilize the orchestra pit.

If the PERMIT HOLDER wishes to use a piano in the orchestra pit, he/she must supply his/her own electric piano.

3. CATERING

3.1 Authorized Caterers

All food services must be supplied by a caterer arranged through or authorized by the COMMUNITY SERVICES MANAGER or designate.

3.2 Licensed Events

The High School Cafeteria adjacent to the Lobby may be available for special licensed Events, subject to Fort Frances Municipal Alcohol Policies.

4. MISCELLANEOUS

4.1 Coat Check Services

The THEATRE will not operate a coat check service. The PERMIT HOLDER may operate one and charge a fee to patrons for this service.

4.2 Box Office

A box office is available in the lobby area for use by the PERMIT USER.

5. GENERAL POLICIES

5.1 Lost Articles

- a) The COMMUNITY SERVICES MANAGER or designate will have the sole right to collect, to have custody of and to dispose of articles left in the building by persons attending any performance, exhibition or entertainment present in the THEATRE. The PERMIT HOLDER, and any other persons in the PERMIT HOLDER'S employ, or under his/her control, will not collect nor interfere with the collection or custody of such articles. LOST AND FOUND: Please call the COMMUNITY SERVICES MANAGER or designate.

- b) Where lost articles can readily be identified to be the property of the PERMIT HOLDER, his employee, or others under his/her control, the COMMUNITY SERVICES MANAGER or designate will make every effort to return articles to the rightful owner, but will not be responsible for incurring any cost for shipping said articles to the owner.

5.2 Stage Entrance

The THEATRE stage entrance is located on the south side of the building. All performers, technicians, and other personnel associated with the PERMIT HOLDER'S event will use this door when entering and leaving the facility. The main THEATRE entrance should not be used. In some cases and with prior approval, when the Drama Room is being used by performers, the school door immediately to the right (north) of the main THEATRE doors can also be used as the stage door entrance. Access may also be obtained through the school.

6. PARKING LOT/GROUNDS USE

- 6.1 The parking lot and the grounds surrounding the THEATRE are available for use. ~~There is no smoking allowed in the parking lot and on the grounds surrounding the Theatre.~~ Both the Town of Fort Frances and the Rainy River District School Board are not responsible for any loss or damage however caused in the use of the parking lot and grounds surrounding the Theatre.

7. USE OF ASSIGNED ROOMS

- 7.1 By agreement with the Rainy River District School Board, the PERMIT HOLDER of the THEATRE may request to use the Drama Room, the Cafeteria adjacent to the THEATRE, as well as other school rooms. The Principal or designate, shall have sole discretion regarding the access, use, and designation of these rooms, subject to permit considerations already granted by the Board. Use of the school room(s) is a privilege and may be revoked by the Principal or designate at any time. The PERMIT HOLDER shall provide sufficient supervision so as to protect school/Board property. Any damage shall be the responsibility of the PERMIT HOLDER.
- 7.2 Requests of additional school rooms, including the Cafeteria or Drama Room, are made through the COMMUNITY SERVICES MANAGER or designate who will liaise with the Rainy River District School Board Community Use of Schools Coordinator. The COMMUNITY SERVICES MANAGER or designate will then communicate the availability of the school room(s) to the PERMIT HOLDER.

For greater clarity, the Permit Holder will direct all communication regarding the availability of, booking of, or any other item(s) related to the use of school rooms to the Community Services Manager or designate.

8. EMERGENCY RESPONSE

8.1 Fire

IF YOU DETECT FIRE, SOUND THE ALARM.

IF YOU HEAR the fire ALARM, leave the building.

Primary marshalling area is the main parking lot.

The secondary marshalling area is the north parking lot.

8.2 Lockdown

(Only when school is in session or during professional activity days 8:00 a.m. to 4:00p.m.)

- a) There are lockdown strobe lights in the main theatre area, the theatre hallway leading to the lobby and the hallway leading to the music classrooms.
- b) Main theatre doors and all theatre access door are to remain locked at all times and will be closed at the beginning of the performance.
- c) Doors will be supervised by a member designated by the user group to allow for exit and entry for use of the washrooms.
- d) Signage is located under the strobe lights indicating that in the lights will flash in the event of a lockdown.
- e) If the strobe lights activate, ensure the main theatre doors and the theatre hall door are locked so that no one can enter the theatre. Do not evacuate the theatre through the lobby area.
- f) If the light is flashing everyone is to remain in the theatre until the all clear is given, the light stops flashing or a signal from school administration or a police officer.