

The Corporation of the Township of North Huron

By-law No. 46-2024

A by-law to adopt a Wingham Town Hall Theatre Rental Policy for the Corporation of the Township of North Huron.

This accessible version of this by-law is printed under the authority of the Council of the Township of North Huron.

Printing Date: July 3, 2024

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The Corporation of the Township of North Huron

By-law No. 46-2024

Being a by-law to adopt a Wingham Town Hall Theatre Rental Policy for the Corporation of the Township of North Huron

WHEREAS Section 5(3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipal power shall be exercised by by-law;

AND WHEREAS Section 224 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, states it is the role of Council to develop and evaluate the policies and programs of the municipality;

AND WHEREAS the Council of the Corporation of the Township of North Huron is desirous of establishing standards for the rental of the Wingham Town Hall Theatre to provide a fair and transparent process;

AND WHEREAS the Council of the Corporation of the Township of North Huron is desirous of adopting a Wingham Town Hall Theatre Rental Policy;

NOW THEREFORE the Council of the Corporation of the Township of North Huron ENACTS as follows:

1. That the Wingham Town Hall Theatre Rental Policy attached hereto as Schedule "A" is hereby adopted and shall form an integral part of this by-law.
2. That upon coming into force and effect, this by-law shall repeal and supersede all previous by-laws or resolutions and parts of the by-laws or resolutions inconsistent with the provisions of this by-law, including any previously adopted Wingham Town Hall Theatre Rental Policies.
3. That this by-law shall come into force and takes effect on the day of the final passing thereof.

Read a first and second time this 2nd day of July, 2024.

Read a third time and passed this 2nd day of July, 2024.

Paul Heffer, Reeve

CORPORATE SEAL

Carson Lamb, Clerk

Township of North Huron

Wingham Town Hall Theatre Rental Policy



1. Policy Statement

- 1.1. The Township of North Huron owns and rents/books the Wingham Town Hall Theatre ("the Theatre"), located on the second floor of the North Huron Municipal Office at 274 Josephine Street, Wingham. The Theatre is available for use by all individuals, organizations, groups, and corporations based on the standards established in this Policy as well as the executed Wingham Town Hall Theatre "Rental Terms, Conditions, and Contract" document that accompanies each booking.
- 1.2. The Township of North Huron will strive to promote and encourage participation and cooperation among all groups renting this facility for Theatre purposes to the overall benefit of the community.
- 1.3. The Township will also ensure fair and consistent access to the Theatre for rentals through the implementation of this Policy.

2. Purpose

- 2.1. The purpose of this Policy is to establish standards for the rental of the Wingham Town Hall Theatre by all individuals, organizations, groups and corporations.
- 2.2. This Policy is also intended to provide a fair and transparent process for service delivery to all clients renting the Theatre from the Township.

3. Scope

- 3.1. This Policy applies to all rentals of the Wingham Town Hall Theatre. This shall include but is not limited to the processes pre-, during-, and post-rental of the facility.
- 3.2. This Policy shall also govern the preparation and execution of all bookings by the Township, including the terms and conditions established in the "Theatre Rental Terms, Conditions, and Contract" document.

4. Interpretation

- 4.1. Any reference in this Policy to any statute or any section of a statute shall, unless expressly stated, be deemed to be a reference to the statute as amended, restated, or re-enacted from time to time. Any references to a By-law or Township policy shall be deemed to be a reference to the most recently passed policy or By-law and any replacements thereto.

5. Definitions

- 5.1. **"Booking / Rental"** The process of confirming a rental time and executing the "Theatre Rental Terms, Conditions, and Contract" document which specifies all the terms and conditions for the booking/rental.
- 5.2. **"Community Engagement Coordinator"** The employee of the Township of North Huron, who is the primary contact responsible for all Wingham Town Hall Theatre bookings.
- 5.3. **"Renting Party"** The individual, organization, group or corporation renting the Wingham Town Hall Theatre space for theatre performances.
- 5.4. **"Township"** The Corporation of the Township of North Huron.

6. Theatre Offerings and Rental Hours

- 6.1. The Wingham Town Hall Theatre is an accessible performance venue available for use for theatre performances by individuals, organizations, groups, and corporations based on the terms and conditions laid out in this Policy and the Wingham Town Hall Theatre "Rental Terms, Conditions, and Contract" document as executed at the time of booking.
- 6.2. The Theatre rental space available shall include:
 - The Theatre Stage Area (approximately 500 square foot stage).
 - The Theatre Seating Area (approximately 420 total seats, including 12 accessible seats).
 - The Greenroom Area (approximately 600 square feet of space, including a kitchenette, bathrooms, and seating area); and
 - Barrier-free access via a commercial elevator on the southwest corner of the building.
- 6.3. The Township will permit bookings of the Theatre space as described in Section 6.2. of this Policy, in accordance with the following timelines:
 - Weekdays (Monday-Friday)
 - Load In – No earlier than 12:00 pm
 - Sounds Checks – No earlier than 4:00 pm
 - Access to the Greenroom space – No earlier than 4:00 pm

Note: In addition to the above timelines, the Township will permit non-intrusive Weekday bookings starting at 8:30am. A non-intrusive booking is defined as a booking that does not require any audio/sound system, and that does not require access to the Greenroom space.

- Weekends (Saturday-Sunday)
 - Load In – No earlier than 8:00 am
 - Sound Checks – No earlier than 8:00 am
 - Access to the Greenroom space – No earlier than 8:00 am
- 6.4. No rentals shall be permitted to proceed past 1:00 am.
- 6.5. All parties must vacate the premises within 30 minutes of the termination of the rental booking, or 1:00 am, whichever is sooner.
- 6.6. The Wingham Town Hall Theatre shall be closed for bookings on all statutory holidays.
- 6.7. The Township shall not be responsible for any advertising or promotion of any authorized event at the Wingham Town Hall Theatre, including the selling of tickets. The Township of North Huron does not provide these services.
- 6.8. The Township of North Huron has designated the Wingham Town Hall Theatre as an alcohol-free facility. The consumption of alcohol is prohibited on the premises and alcoholic beverages are not permitted in Wingham Town Hall Theatre at any time.
- 6.9. No smoking or vaping shall be permitted in any part of the Town Hall Theatre facility.

7. Booking Process

- 7.1. The Township will maintain an internal master schedule of bookings based on the calendar year. The schedule is available for booking up to one year in advance.
- 7.2. All fees for bookings shall be paid in full by the renting party and in accordance with the Township of North Huron Fees and Charges By-law. The fees charged by the Township shall be the fees established in the calendar year of the booking.
- 7.3. The renting party is responsible for contacting the Township and reserving their desired dates for booking.
- 7.4. All booking requests must be made through the Community Engagement Coordinator for the Township of North Huron.
- 7.5. A date reserved is considered 'tentative' until a signed "Theatre Rental Terms, Conditions, and Contract" document has been executed by both parties and all applicable payments have been received.
- 7.6. Should another renting party wish to challenge a date that is tentatively booked, the original renting party has first right of refusal and must execute the "Theatre Rental Terms, Conditions, and Contract" document and pay all applicable fees

within seven (7) days of the date of being notified by the Community Engagement Coordinator or designate.

- 7.7. All renting parties must:
- Be in good financial standing with the Township of North Huron.
 - Return all necessary documentation in a timely manner complete with payments as necessary.
 - Have a signed "Theatre Rental Terms, Conditions, and Contract" document in place before advertising sales for their performances.

8. Cancellation Process

- 8.1. All rental/booking cancellations shall be communicated in writing to the attention of the Community Engagement Coordinator by the renting party.
- 8.2. All cancellations shall be made in accordance with the Township of North Huron Refund Policy, as amended from time to time.
- 8.3. Should the Township need to cancel the rental due to unforeseen circumstances, a full refund will be issued to the rental party.
- 8.4. Notwithstanding the above, the Township shall have no financial responsibility should the cancellation be due to inclement weather.

9. Terms and Conditions of Rental Terms

- 9.1. All other terms and conditions for a rental/booking shall be established in the "Theatre Rental Terms, Conditions, and Contract" document executed between the Township and the renting party. The "Theatre Rental Terms, Conditions, and Contract" document shall include, but is not limited to provisions governing the following:
- Prohibited Uses and Events.
 - Pre-Rental Inspection and Setup
 - Emergency Procedures
 - Taxes and Tariffs.
 - Insurance.
 - Post-rental inspection.
 - Fees, Deposits, and Charges.
 - Cancellations; and
 - Enforcement Procedures.
- 9.2. The provisions of the "Theatre Rental Terms, Conditions, and Contract" document shall be consistent with this Policy and may be updated from time to time by the Township.