



SUBSIDY RENTAL AGREEMENT #238xx

Client:

Main Contact:

Email and phone:

Onsite Representative(s):

Email and phone:

Brief Purpose of Rental: (i.e. rehearsal, workshop, class, meeting)

Studio A / B

First Date of Rental:

Rental Dates:

Rental Times: All day (no access between 10pm-7am)

1. Green Thumb Theatre and the Client agree that this Agreement sets out the terms and conditions for the rental of Studio A or B, as specified above (the “Rental Space”) located at 5560 McKinnon Street Vancouver, BC.
2. The rental fees payable by the Client are those set out in the following schedule. All amounts are payable to Green Thumb Theatre.

This page is your invoice.

Rental Space Fees

Invoice #238xx

Member #xxxx-xx

Description – Rental Fees/Dues	Quantity	Rate	Amount	Notes
Membership Dues	1	\$20.00	\$20.00	Tax-exempt, one-time fee.
Hours – Studio A	25	\$4.00	\$100.00	
Facility Fee	25	\$0.75	\$18.75	See also Section 10.
Subtotal:			\$138.75	Membership rates.
GST:			\$6.94	GST# R118947662
Total Rental Fees & Dues:			\$145.69	
Security Deposit			\$36.43	25% of Total Rental Fee. Non-refundable.

Payment Schedule – Rental Fees & Dues			
Total Due Upon Signing:		\$56.43	Membership Dues and Security Deposit. NON-REFUNDABLE.
Remaining Balance Owing:		\$89.26	Total Rental Fee less Security Deposit. See also Section 11. FINAL PAYMENT DUE: June 9, 2023

Payment Schedule – Other Fees			
Damage Deposit*:		\$100.00	Refundable. Due upon signing.
Key Deposit:		\$50.00	Due in full upon key pickup. See Section 2a.

PAYMENTS CAN BE MADE IN CASH, CHEQUE OR PAYPAL INVOICE (3% SERVICE CHARGE). IF PAYMENT IS MADE BY CHEQUE, PLEASE INDICATE OUR INVOICE NUMBER AND MAKE PAYABLE TO “GREEN THUMB THEATRE”

\*Damage Deposit is payable upon signing. It is returned once the Rental Space has been inspected by Green Thumb Theatre to ensure there is no damage to the facility or equipment or as outlined in Section 8.

## TERMS AND CONDITIONS OF STUDIO RENTAL

1. The Client understands that, as a subsidy-rate renter, their rental (either in part or in full) may be bumped in favour of a regular-rate renter. If there is a conflict between the Client's date(s) and a regular-rate renter's inquiry, Green Thumb Theatre will notify the Client in writing at least five (5) business days in advance of the date(s) in question. The Client will have the first opportunity to retain the date(s) in question, but at the regular-rate rental fee for the date(s), plus tax. Should the Client fail to respond within two (2) business days of receiving their written notice, Green Thumb Theatre reserves the right to cancel the Client's booking on the date(s) in favour of the regular-rate paying renter.
2. The Client agrees to display the provided Green Thumb Theatre logo and following statement, "[The company/artist] acknowledges the assistance of Green Thumb Theatre's Rental Subsidy Program." in the following production-related material:
  - a. **House Programme (or equivalent):** Green Thumb Theatre will provide a half page Rental Subsidy Ad that can be displayed in the program and/or can be posted in the venue, if possible.
  - b. **Press Materials, Online Print:** Whenever possible, please include the above statement in any press releases or online posts.
  - c. **Website:** Please include the above statement on any websites or event pages promoting your project.
  - d. **Posters:** Please include the above statement and Green Thumb Theatre's provided logo on any and all posters, sizing equivalent to government funders.
  - e. The Client must forward a copy of all material within 30 days of their event closing.
3. **Green Thumb Theatre Access:** The Client understands that this is not an exclusive agreement and occasional access may be required by Green Thumb Theatre for the purposes of administration and/or access to storage in the Rental Space. Green Thumb Theatre reserves the right to access the Rental Space at any time without advance notice and will strive to do so in a non-disruptive manner.
4. **Keys and Client Access:** The Client will be responsible for keys and security of the Rental Space for the duration of the rental. Green Thumb Theatre will provide one key to the Client. The Client will ensure that the Main Contact or Onsite Representative is present at all times while the Rental Space is in use. The Client will not copy any keys so provided.
  - a. A \$50.00 key deposit is required to sign out a key. Green Thumb Theatre will return to the client the Key Deposit when the key is returned. Failure to return the key for any reason will result in the loss of the Client's Key Deposit.
  - b. If required, Green Thumb Theatre will provide one alarm code to the Client. In this case, Green Thumb Theatre will also provide the Client with the False Alarm Procedures document.
5. The Client may only use the Rental Space defined on page one of this Agreement, and the common space (the Green Room, lobby, and washrooms).
6. The Client agrees that it has fully inspected the Rental Space and common space and that the Client has accepted the Rental Space as adequate for its purposes. Green Thumb Theatre makes no warranties as to the fitness of the Rental Space for the Client's purposes.
  - a. The Client understands and agrees that the Rental Space is not a performance venue and cannot be used as such. The Client's intentions for the purpose of the rental shall be outlined above or on a separate attached sheet upon signing of this Agreement. The Client confirms that it will comply with all Vancouver School Board guidelines for use of school property.
  - b. The Client understands that the maximum capacities of the studios are 30 people in Studio A and 25 people in Studio B. The Client agrees that they will not exceed the capacity of the Rental Space as defined on page one of this Agreement. Green Thumb Theatre reserves the right to terminate the Rental Agreement if, after one written warning from Green Thumb to the Client's representative, the Client continues to exceed the capacity of the Rental Space.
7. The Client will respect any users of the adjacent rehearsal hall in the rental facility. The Client will ensure that any noise in common rooms created by its group is kept to a reasonable level so as not to interrupt the activities of others.
8. **Assignment:** The Client may not assign this Agreement to any other group or person.
9. The Client agrees that it is not and will not be considered to be an agent of Green Thumb Theatre and that neither it nor anyone for which it is responsible will do anything to cause or to permit the impression that it is acting in any way on behalf of Green Thumb Theatre in any of its contractual dealings with third parties. The Client will indemnify and hold harmless Green Thumb Theatre from any claims, demands or suits, including the cost of defending such on a solicitor and own client basis, arising in any way out of or in connection with claims that the Client has purported, by contract or otherwise, to create a liability on the part of Green Thumb Theatre.
10. **Damage Deposit:** The Damage Deposit is due upon signing of the Agreement. Green Thumb Theatre will return to the Client the Damage Deposit within 30 days after the Rental End Date provided that the Rental Space has been left in satisfactory condition as per Sections 9, 15, 16 and 17 and as determined by Green Thumb Theatre, at its sole discretion. If damage has occurred in excess of the Damage Deposit, the Client will be billed the difference and payment will be due 30 days from the date of the invoice.
  - a. In addition to damage to the building or equipment, the following events will result in the loss of the Client's Damage Deposit:
    - i. Unlocked/opened windows, open blinds, unlocked/open exterior doors, unlocked/open doors in the Rental Space or common area once the building has been armed. All windows and doors must be

- checked, even if you did not open them.
  - ii. Lock out key retrieval.
  - iii. Failure to follow the False Alarm Procedures as outlined, resulting in a Green Thumb staff member and/or law enforcement having to come to the rental hall.
- b. At the end of the rental period, Green Thumb Theatre will invoice the Client for any additional costs incurred by the Client during the rental period (including but not limited to damage, incidentals, janitorial costs, etc. – see also Sections 15 and 16). Such additional costs will first be deducted from the Damage Deposit. Should such additional costs exceed the Damage Deposit, the Client will pay to Green Thumb Theatre the balance owing within 30 days from the date of the final invoice.
11. The Client will not use any screws, nails or other permanent or semi-permanent fasteners on the floors, walls, ceilings, doors, window casings, or any other part of the Rental Space. The Client will not insert any item into the walls. The Client will only use spike tape on the floors. No masking tape or fabric spike tape is permitted as it harms the floor varnish.
  12. **Facility Fees:** To help finance Green Thumb Theatre’s capital improvements, and building repairs and maintenance for the Studio building, a Facility Fee is applied to each booking. The Facility Fee amount is based on the duration of each booking, and is subject to applicable taxes. See page one of this Agreement for a detailed fee breakdown.
  13. **Rental Fees and Security Deposit:** The Security Deposit is required to secure the booking, and will be taken off of the total rental fees. The Client will pay to Green Thumb Theatre the total amount of rental fees no later than 3 business days before the first day of the rental period. Should this Agreement be issued within 3 business days of the start of the rental period, the Security Deposit will be waived, and all rental fees will be due upon signing. All rental fees must be received before the Client will be permitted access to the Rental Space. See page one of this Agreement for the Client’s invoice, which contains a detailed fee breakdown.
    - a. Subsidy rentals are charged \$4.00 per hour to help cover administrative costs surrounding the rental.
  14. **Change or Cancellation:** Subject to any other term of this Agreement, notice of cancellation or date change request must be provided to Green Thumb Theatre in writing and emailed to [rentals@greenthumb.bc.ca](mailto:rentals@greenthumb.bc.ca). If notice of cancellation or date change request for any portion of the rental period is given less than ten (10) business days before the first date of the rental period, the full price of the rental is due and owing and will be charged to the Client.
  15. **Insurance:** The Client will obtain general liability and property damage insurance for the duration of the rental in respect of the Rental Space and the building in which the Rental Space is situated with a combined limit of not less than \$2,000,000 per occurrence and will name Green Thumb Players Society and Green Thumb Theatre as additional insured. The Client will provide Green Thumb Theatre with a copy of the insurance certificate no later than 4:00pm one (1) business day before the rental start date. The rental address is DIFFERENT from Green Thumb Theatre’s mailing address. Insurance must reflect that the location is 5560 McKinnon Street, Vancouver, BC V5R 0B6.
  16. The Client assumes all liability with respect to its use of the Rental Space and that of its employees, associates and guests. If any portion of the building in which the Rental Space is situated or any property of Green Thumb Theatre is damaged by the act, default or negligence of the Client or of the Client’s agents, employees, guests or any other person admitted to the Rental Space by the Client, the Client will indemnify and hold harmless Green Thumb Theatre for any and all losses related to that damage. The Client assumes full responsibility for the character, acts and conduct of all persons admitted to the building by the Client and any persons who gain access to the building due to the Client’s failure to properly secure the building. The Client will indemnify and hold harmless Green Thumb Theatre.
  17. The Client will leave the Rental Space in a reasonable state of cleanliness and good order at the end of each day. The Client must secure all windows and doors, close all blinds, turn off all lights and set the premises alarm daily.
  18. **Janitorial Services:** Green Thumb Theatre provides janitorial services in the afternoon, Monday through Friday at which time the bathrooms and hallway floors are cleaned. In addition to the obligations in Sections 15 and 17, the designated Onsite Representative(s) for the Client will maintain the Rental Space and any common space used (including the washrooms and kitchen) to ensure that all surfaces, sinks and dishes are clean and tidy and that full garbage bags are removed and placed in the designated garbage bins provided.
    - a. The Green Room fridge will be cleaned out every Friday. Items left in the fridge should be identified by name and date or they will be discarded.
  19. **No Smoking:** The Client acknowledges that, in accordance with the policies of the Vancouver School Board, the Rental Space, all buildings on the property and the surrounding school grounds are NON-SMOKING areas. The Client and its designated onsite representative(s) will ensure that there is NO SMOKING by any members of its group in the Rental Space or on the school property at any time.
  20. **Alcohol Use:** The Client will ensure that no member of its group consumes alcohol in the Rental Space or on the school property, unless the Client obtains necessary licenses to do so and obtains prior approval from Green Thumb Theatre. In the event that it intends to seek such approval from Green Thumb Theatre, the Client will provide Green Thumb Theatre with a minimum of 5 business days’ notice. In the event that the request is approved, the Client must provide Green Thumb Theatre with a copy of its liquor license and all other applicable licenses no later than 4pm one (1) business day in advance of the Rental Start date.
  21. **Restoration of Rental Space:** The Client is responsible for the labour and cost of restoring the Rental Space to its pre-rental condition. This includes, without limitation, removal of all scenery, props, any tape from floor, and other personal or company equipment. In the event that the Client’s crews do not fully execute the restoration, Green Thumb Theatre may hire in its sole discretion the required personnel to perform the work. The Client will be billed for the complete cost of all such restoration work. Any necessary repairs or extraordinary cleaning expense may also be arranged by Green Thumb Theatre and charged to the Client. Rental Space Fees do not include any staff. The Client is responsible for sourcing and paying for all staff required for the purposes of the project.
  22. **Equipment:** The Rental Space will be equipped with a number of tables and chairs; the Green Room is equipped with basic kitchen utensils to be shared by all users of the building. All other equipment needs are the responsibility of the Client, including but not limited to spike tape, coffee, and tissues.

- 23. **Parking:** The Client may park its vehicles in the parking lot adjacent to the Rental Space if space is available, except for in the reserved Green Thumb Theatre parking spots. Adherence to city parking regulations in the vicinity and any additional costs related to parking are the sole responsibility of the Client. Green Thumb Theatre does not guarantee the availability of any parking.
- 24. **Termination:** Green Thumb Theatre reserves the right to immediately terminate this Agreement and eject the Client for causing damage to the Rental Space; compromising the security of the building after one (1) written warning; using the Rental Space for any purpose other than as specifically disclosed by the Client to Green Thumb Theatre; or threatening the safety of its occupants which includes but is not limited to verbal threats or physical harm.
- 25. Green Thumb Theatre is not obliged to honour any rental request unless the Client has returned to Green Thumb Theatre a completed and signed copy of this Agreement and the Security Deposit at least five (5) business days prior to the proposed Rental Start Date.

COVID-19 Addendum

- 1. No party will be liable to any other party for any delay, interruption or inability to perform any obligation hereunder that is caused by or attributable to the COVID-19 Pandemic. If the COVID-19 Pandemic so delays or interrupts any party’s obligations, the parties may but are not obligated to make such further or alternative arrangements as are mutually satisfactory to the parties to carry out the purpose and intent of this Agreement.
  - a. Mask Use: Masks will be required\* in all indoor common areas, including but not limited to green rooms, hallways, and washrooms. The Client may determine their own mask policy for inside the Rental Space. The mask policy must be recorded in the Client’s Communicable Disease Prevention Plan (see below).  
\* Following the BCCDC’s previously published guidance, people who meet the following criteria are not required to wear a mask: “People who cannot wear a mask or who cannot put on or remove a mask on their own are exempt. Some people cannot wear a mask for psychological, behavioral or health conditions. Some people may also need to remove their masks to communicate due to a hearing impairment.”
  - b. Communicable Disease Prevention Plan: The Client, at the time of signing this contract, must provide Green Thumb Theatre with their Company’s plan to help slow the spread of communicable disease. This must include sanitization of high touch surfaces, and the Client’s mask policy for inside the Rental Space. Additional recommended measures include partitions, limiting the number of people present, and distancing. The Client’s policy must be in line with or stricter than Green Thumb’s policy at the time of the rental. The Client will be responsible for providing all PPE and cleaning supplies discussed in their Communicable Disease Prevention Plan. Green Thumb’s policy can be found here: <https://www.greenthumb.bc.ca/resources/company-policies>
  - c. Disinfecting High-Contact Surfaces: After all activities have concluded, at the end of the rental period, the Client must disinfect all high-contact surfaces in the rented studio(s), as well as the washrooms, kitchen, and lobby in the studio building. Surfaces may need to be cleaned with soap and water prior to disinfecting. A list of high-contact surfaces will be posted in each area, and Green Thumb will supply one (1) container of wipes per rental contract for this purpose. Failure to complete this step will result in the Client forfeiting their damage deposit. For further guidance, please see <http://www.bccdc.ca/health-info/diseases-conditions/covid-19/prevention-risks/cleaning-and-disinfecting#:~:text=Regular%20cleaning%20and%20disinfecting%20can,cleared%20regularly%20when%20visibly%20dirty.>

By signing below, the above terms and conditions are agreed to:

\_\_\_\_\_

for Green Thumb Theatre

\_\_\_\_\_

Madelaine Walker

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

\_\_\_\_\_

for Client

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\_\_\_\_\_

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date