

# **Grand Theatre Feasibility Study**

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**Submitted to:  
Maple Creek Main Street Program**

**Submitted by:  
DIALOG with Rick Schick and Associates  
and JBA Professional Quantity Surveyors**

**Technical, Costing, and Business Reports Submitted December 2014  
Additional Schematic Layout Concept Submitted July 2015**



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Costing Estimate Report

Business Feasibility Report

Schematic Layout

This study received financial assistance from:



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~ MAPLE CREEK ~  
**MAIN STREET PROGRAM**

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# Project Overview

## AN IMPLEMENTATION PROJECT OF THE MAPLE CREEK COMMUNITY CULTURAL PLAN

Through an extensive community engagement process as part of the Maple Creek's Main Street Program, which culminated in both a Main Street Implementation Plan and Community Cultural Plan, a need was identified for a public space that could serve as a performance venue for theatre, dance, and music. The downtown core was identified as a preferred location as it would draw increased traffic and thus also provide additional retail support for merchants and restaurateurs in the Heritage District. Specifically, the former Grand Theatre was identified as an opportunity for such a space - both because of its historic use as a theatre and its existing heritage elements, and because of its location in the heart of the downtown core.

As such, one of the strategic recommendations in the 2013 Maple Creek Community Cultural Plan is:

*"As a top priority, conduct a feasibility study for the restoration and use of the former Grand Theatre as a live theatre and performance venue. In the Terms of Reference, include the requirement to explore different shared ownership and management models."*

To implement this recommendation, a study was undertaken by DIALOG and sub-consultants in order to explore the technical, financial, and business feasibility of restoring the former Grand Theatre for use as a performance venue.

## BUILDING HISTORY

In the Request for Proposals for the feasibility study, the following background was offered for the building history:

"The Grand Theatre was constructed in 1911 on the east side of the 100 Block of Jasper Street, adjacent to the historic Jasper Hotel. When it was first constructed, the theatre was used for live theatre, variety shows, balls, banquets, community meetings, lectures, and the presentation of silent film. The building then evolved to become strictly used as a commercial cinema; a role that it would have until the early 1980's. It was then gutted and used for a variety of alternative commercial purposes including as a short lived carpet store.

Its current owner, Optometrist Dr. B. L. Thienes, essentially constructed a smaller building inside the larger shell of the theatre. Removal of the walls and drop ceiling of his optometry office would return the building back to a large open hall much in keeping with how it was constructed in 1911.

The most remarkable surviving character defining element of the space is the elaborate 1911 pressed tin ceiling (which still exists above the drop ceiling of the optometry office). The ceiling appears to still features its original multi-coloured paint scheme. A few panels of tin ceiling have been destroyed by water infiltration from the roof. However, generally speaking, the ceiling is well preserved.

The facade of the building has been heavily modified and no longer is reflective of its original 1911 appearance. The mid-20th century "Cowntown Cinema" marquee however is still in place on the building's facade."

## STUDY PROCESS + THIS DOCUMENT

The study included community consultation, rehabilitation analysis and interior design concept / schematic design, and development of a business model. The community consultation was undertaken throughout the summer of 2014, and included a Community Cultural Summit and individual stakeholder interviews.

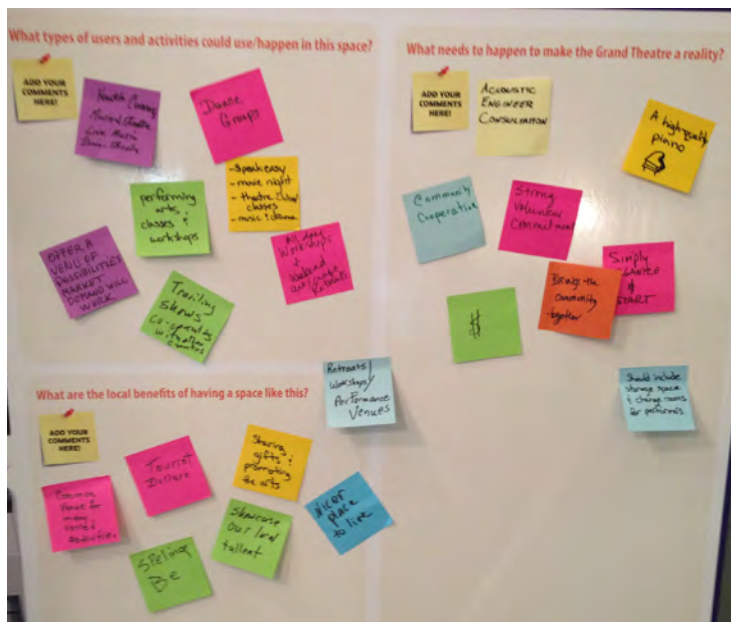
The rehabilitation analysis covered structural, mechanical, and electrical elements, and an associated Class D cost estimate. Analysis was undertaken in June 2014 and reporting was completed in September 2014.

The business model explored options and directions for operations and business, including operating and ownership models, and budget assumptions. While the overall process was integrated, each of these study aspects are included as separate technical or financial reports in the appendices of this document. The business model component was completed at the end of 2014, with further attention given to a possible interior design concept later in 2015.

## ENGAGEMENT OUTCOMES

The engagement was launched with a Community Cultural Forum, which was attended by 30 stakeholders representing diverse interests in Maple Creek's cultural realm, and in the future of a potential performance space. The purpose of the event were three-fold, to:

- Revisit Maple Creek's Cultural Plan by exploring opportunities for implementation;
- As an extension of the previous point, remobilize the Arts, Culture and Heritage Coalition to continue championing implementation of the Cultural Plan; and
- Generate understanding about opportunities and challenges for rehabilitation and re-use of the Grand Theatre as a performance space and community cultural facility.



Images from the Community Cultural Summit:  
Top: Participants representing diverse community stakeholders | Bottom right: Indian Head Main Street Coordinator delivering success stories | Bottom left: Participant input on activities, benefits, and needs for a potential future performance venue

The event included:

- opportunities for mingling and engaging with interactive panels that sought input on culture and a potential future performance space in Maple Creek;
- a presentation by DIALOG, planning and design consultant, on an overview of the Cultural Plan;
- a presentation by Rick Schick, theatre consultant, of ideas and opportunities from other communities;
- a presentation by Tara-Leigh Heslip, Indian Head Main Street Coordinator, on the success story of the Nite Hawk Theatre, followed by a question and answer discussion; and
- a “speaker’s corner”, with 2-minute presentations by a range of cultural and other groups, focusing on existing cultural opportunities and synergies in Maple Creek, which included perspectives from the: Town of Maple Creek; S.W. District Culture Recreation and Sport; Maple Creek Chamber of Commerce; Maple Creek Musical Festival; Art in the Park; Maple Creek Art Club; Jasper Centre; Oldtimers Museum; Seniors Centre; and Maple Creek Main Street Program.

The input received at the Forum, along with the input received from several one-on-one stakeholder interviews, informed the business model and is summarized as follows:

#### *Physical Considerations*

- Flexibility (movable furniture for example) is important so that it can be used for multiple purposes, including:
  - Many different types of performances (plays, dance, music concerts, poetry readings, open-mic nights, etc);
  - Conferences or similar events;
  - Weddings and other larger private events;
  - Training/classes of all kinds;
  - Film theatre screenings; and more.
- Creating drop-in opportunities are important. For example – creating a space with amenities/equipment/instruments so that kids can drop in and jam.
- A stage and good acoustics are key.
- Physical accessibility is also important.
- Seating for more than 75 people is important.

#### *Strategic and Other Considerations*

- This venue should readily tie in with other venues and circuits (eg - touring shows, artists, etc).
- Understanding the positive economic spin-offs will be important as part of this study and to selling the idea locally.
- Keeping the costs of using the space low will also be important.

It was also acknowledged that many of these priorities and ideas are relevant for any performance venue, regardless of whether it is within the Grand Theatre or in another venue in the downtown core.

# APPENDICES



# Structural Assessment Report

# Grand Theatre Feasibility Study Maple Creek, Saskatchewan Project No. 04402V0100

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**September 15, 2014**

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## 1.0 Introduction

DIALOG attended the site June 20 and 21, 2014 with Royce Pettyjohn of The Town of Maple Creek, Jennifer Fix and Rod Yeoh of DIALOG and Richard Schick of Schick, Shiner & Associates.

As part of the feasibility study for the restoration and use of the Maple Creek Grand Theatre, DIALOG - Structural conducted a limited site review to assess the general condition of visible structural members and a sample design review of the existing structure.

Our observations, recommendations and conclusions are outlined in this report.

## 2.0 Building Description/Site Observations

The Grand Theatre was constructed in 1911 on the east side of the 100 Block of Jasper Street, in Maple Creek, Saskatchewan.

No drawings are available for the building.

The following description is based on our site observations:

### .1 General

- Building Size: 96' x 32' approximately
- Building Height: 15' floor to ceiling  
pitched roof - 3' ceiling to ridge
- Mezzanine at  
Front (West side): 13' x 32' approximately
- Crawl Space: +/- 2' for most of the building  
+/- 7' at East side of building
- Front (west) Elevation: 2 x 6 wall with shiplap on both sides.  
(Photo 1) Vinyl siding or stone facade.  
Insulation: Unknown  
Original tin facade: It is unknown if the original tin facade is present behind the siding.
- Back (east) Elevation: 2 x 6 wall with sheathing both sides and vinyl siding. It appears  
(Photo 2) that this wall was built later when the building was extended to the East.
- North and South  
Elevations (Photo 3): 2 x 6 @ 24" wall with shiplap on both sides and vinyl siding.  
Insulation: unknown  
Original tin facade: It is unknown if the original tin facade is present behind the siding.
- Roofing (Photo 4): The roof is covered with a white foam utilized as waterproofing.  
The roofing material on the roof boards is unknown.
- Interior: Partitions and ceiling built as a structure within structure (Photo 5), for the optometrist office.

Suspended ceiling below mezzanine (Photo 6 - note water damage).

Tin ceiling throughout at underside of roof trusses (+/- 15' height). Damage was observed in some areas (Photo 7).

Mezzanine supported on two posts and on West wall (Photo 8).

## **.2 Structural Systems**

- Walls:

See description above. Two exploration holes were cut in the West and South walls. No sign of water damage was observed (Photo 9).

- Crawl space:

The 2' +/- and 7' +/- crawl spaces are separated by a mass concrete retaining wall. This wall has moved significantly and has been braced to the East foundation wall with 2 x 6 braces. Some of these braces have buckled (Photos 10, 11 and 12).

The floor system consists of 2 x 10 @ 24" joists spanning North/South and resting on exterior rubble foundation walls and on three interior lines of beams. The beams are either 3 - 2 x 6 built-up or 3 - 2 x 8 built-up. The beams are supported on a mixture of temporary steel shoring posts and built-up 2 x 6 posts (Photo 13). The framing in this area of the crawl space appears to be random.

The same beams appear to run the length of the building in the 2' crawl space and are supported occasionally on a rubble foundation wall. Due to limited access, the supports for these beams could not be confirmed.

Water damage to the joists and beams was evident in many locations.

- Roof:

The roof system consists of pitched wood trusses at 24" o/c with a maximum depth of +/- 3 ft at mid span. The trusses consist of 2 x 4 top chords, 2 x 10 bottom chords, and double 1 x 6 diagonals.

The trusses are not triangulated. Water damage was observed. Some diagonal members were notched and some were missing. Shiplap boards were observed on the top (roof) and bottom (ceiling) of the trusses. Some wood chip insulation was observed between the trusses (Photos 14 & 15).

## **3.0 Design Review**

Based on site measurements and site observations, structural calculations in accordance with the 2010 National Building Code of Canada for representative members were carried out. These calculations are based on our limited site data, and might not be representative of other areas that were not accessible on site.

### **.1 Roof Trusses**

The roof trusses top chord is deficient by 20% and should be reinforced. Connections are also deficient and will need upgrading. The top chord to bottom chord connection is critical and will need upgrading on both ends of every truss.

Notched, damaged, or missing members will need to be repaired. Water damaged members will need to be removed and replaced.

## **.2 Walls**

The wall system is adequate provided:

- the 2 x 6 struts are at 24" o/c
- the studs are continuous over the 15 ft height
- there is no water damage

## **.3 Mezzanine**

The mezzanine structure appears to be inadequately supported, and needs to be reinforced by adding beams. It is not known if the two support posts have adequate footings.

## **.4 Floor Structure**

The 2 x 10 floor joists are adequate in the areas where fixed seating is proposed. For the stage area and entrance areas the joists will need reinforcing.

The beams spanning 10 ft are not adequate and will need reinforcement, or additional supports added to limit spans to 6.5 ft. The rubble wall supports for the beams is unknown.

The supports in the 7 ft crawl space at the East end are suspect and should be replaced.

All damaged wood should be removed and replaced.

## **4.0 Recommendations**

Based on our site observations and design review, the following are our recommendations for the rehabilitation of the existing structure. Envelope rehabilitation is not included in these recommendations and should be allowed for in the overall budget.

### **.1 Roof Trusses**

The following procedure is recommended:

- Remove roofing, sheathing and expose existing trusses. Provide temporary bracing to prevent trusses from tipping over.
- Install new engineered trusses at 24" o/c between existing trusses and connect to ceiling boards. We believe this option to be more economical than reinforcing the existing trusses.
- Remove water damaged members of existing trusses.
- Install blocking and bracing as required and upgrade insulation as required.
- Install plywood sheathing and roofing.
- Remove and replace water-damaged ceiling boards.
- Repair tin ceiling.

## **.2 Walls**

- All interior walls to be removed.
- Remove interior sheathing on exterior walls.
- Removed water damaged studs and sheathing.
- Repair damaged or discontinuous studs.
- Install insulation as required.
- Install interior finish as required.

## **.3 Floor/Crawl Space**

- Remove flooring to expose joists and beams.
- Remove all framing in 7' crawl space after bracing exterior walls.
- Provide new framing, posts, footings for 7' crawl space area.
- Add new concrete wall c/w footing to brace the existing mass concrete wall.
- Remove all water damaged framing (joists, beams) in 2' crawl space area and replace.
- Add 2 x 10 joists @ 24" o/c in entrance area.
- Add supports c/w concrete footings as required to reduce beam spans to 6.5 ft on all beam lines.
- Add floor sheathing and flooring.

## **.4 Mezzanine**

Remove entire mezzanine and re-build including posts and foundations.

## **.5 Water Damaged Elements**

Due to the limited scope of our site visit, the extent of water damaged elements will only be known after the entire structure is exposed.

At this point, and for budgeting purposes, we recommend allowing for replacement of 25% of the floor framing and of the exterior walls framing.

Water damaged roof truss members will also need to be removed, but replacement is not required. An allowance of 25% removal can be made for the roof.

The above values were not obtained through any scientific observations or calculations, and will have to be confirmed by exposing the entire structure. The owner could decide to use values that are higher or lower than the recommended value for budgeting purposes.



## Appendix A

### Photographic Record





Photo 1 - Front (West) Elevation



Photo 2 - Back (East) Elevation





Photo 3 - North / East Elevation



Photo 4 - Roofing





Photo 5 - Interior partitions and ceiling (built as structure within structure)



Photo 6 - Suspended ceiling below mezzanine



Photo 7 - Damaged tin ceiling at underside of roof trusses.



Photo 8 - Mezzanine supported on two posts





Photo 9 - Exploration hole in South wall



Photo 10 -Mass concrete retaining wall separating crawl space.



Photo 11 -Bracing in crawl space.





Photo 12 - Bracing in crawl space.



Photo 13 - Beam supported by temporary steel shoring post.



Photo 14 - Roof trusses with shiplap boards.



Photo 15 - Woodchip insulation between trusses.

# Mechanical and Electrical Assessment Report



# Grand Theatre Feasibility Study Maple Creek, Saskatchewan Project No. 04402V0100

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**September 15, 2014**

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## 1.0 Introduction

DIALOG attended the site June 20 and 21, 2014 with Royce Pettyjohn of The Town of Maple Creek, Jennifer Fix and Fadi Ghorayeb of DIALOG and Richard Schick of Schick, Shiner & Associates.

As part of the feasibility study for the restoration and use of the Maple Creek Grand Theatre, DIALOG - Mechanical conducted a limited site review to assess the general condition of the visible mechanical and electrical systems of the existing structure.

Our observations, recommendations and conclusions are outlined in this report.

## 2.0 Existing Mechanical and Electrical Systems

The Grand Theatre was constructed in 1911. The existing owner and tenant is an optometrist. The existing mechanical systems were installed in the 1980's to suit the retail space and exam rooms for the optometrist's office.

The existing HVAC system consists of a gas fired furnace serving the retail and office area, and a gas fired unit heater serving the back area. The furnace supplies heating and ventilation only, through supply ductwork mounted above the T-bar ceiling that has been installed for the existing tenant.

The existing plumbing system serves a washroom at the back of the current tenant's space. Sanitary drainage is run in a trench below the existing floor, and drains towards Jasper Street. Piping appears to be ABS.

Domestic water is supplied to the building washrooms. Domestic hot water is provided by a small hot water tank.

The building is currently served by an existing 125 amp electrical service and single electrical panel, located in the back area of the building. The existing electrical wiring is residential grade.

## 3.0 Mechanical and Electrical for Proposed Theatre Renovations

In order to renovate the building to incorporate the proposed new theatre as per the Building Programme and Theatre Consultant Report developed by Schick Shiner and Associates, the mechanical and electrical systems will require extensive renovation. The existing mechanical and electrical equipment and systems would need to be removed entirely and all new systems would need to be installed. The existing electrical service would also need to be upgraded to provide the power required for the new theatre.

## 4.0 New Mechanical and Electrical Systems

As outlined above, all existing mechanical and electrical equipment and systems would be demolished and removed, and all new systems would be installed as follows:

### 4.1 HVAC

New rooftop HVAC units would be installed for the various programme spaces:

- A new 10 ton rooftop indirect fired make-up air unit with DX cooling section would be installed for the audience chamber. This unit would provide 4000 cfm of 100% outside air, with a heating capacity of 475 MBH. This unit would also provide HVAC to the control room.
- A new 5 ton rooftop HVAC unit would be installed for the lobby/crush space. This unit would have gas fired heating and DX cooling.

- A new 3 ton rooftop HVAC unit would be installed for the back-of-house areas, including the dressing rooms and washrooms.
- All new HVAC units would be controlled by separate programmable thermostats.

## **4.2 Plumbing**

All existing domestic water piping would be removed. The existing 4" sanitary line below the floor could be re-used, but new underfloor sanitary lines would be required to suit new washrooms and other plumbing fixtures.

- A new 2" minimum water service would be provided to the building from City services, complete with a new water meter, and double check valve assembly for premises isolation.
- New domestic water systems would be installed to serve new washrooms and other miscellaneous plumbing fixtures. A new 50 usual gas fired domestic hot water tank would be installed to provide hot water for all new plumbing fixtures.
- The number of fixtures required in the new washrooms should be confirmed, but at a minimum the following new fixtures are required:
  - o The two dressing room washrooms should have one water closet and one lavatory each.
  - o Public washrooms should have a minimum of 4 water closets in the women's and 2 water closets and 2 urinals in the men's, and 2 lavatories in each. One water closet and one lavatory in each washroom should be accessible.
  - o The bar/concession should have a single bowl bar sink.
- A new natural gas service will be required from the local utility, complete with new meter and regulator.
- New natural gas piping would be installed from the new gas meter to each of the rooftop HVAC units, as well as to the new gas fired domestic water heater.

## **4.3 Electrical**

The existing electrical service is not adequate for the new loads required in a theatre application. Based on the detailed information provided in the Schick Shiner and Associates Theatre Consultant Report dated September 1, 2014 the following is required:

- New electrical service from utility provider, including new transformer to provide power at 600V/3/60. New service required is approximately 400 amps. This should be confirmed with more detailed calculations.
- New power distribution to suit new lighting and power systems, including large stage lighting loads and control room. New distribution to be commercial quality, in conduit.
- New lighting throughout the facility, including new dimmable lighting in the audience chamber and stage as per Schick Shiner report.

# Costing Estimate Report

Professional Quantity Surveyors

Value Analysts, Construction cost managers

LEED<sup>™</sup> Accredited Professional

# GRAND THEATRE FEASIBILITY STUDY

## Town of Maple Creek, Saskatchewan

feasibility study report by: DIALOGUE

Class C  
Order of Magnitude Estimate  
October 22, 2014



James Bush & Associates Ltd., Professional Quantity Surveyors

3722-197th Street, Langley, BC, V3A 1B3  
Phone (604) 535-5800 Email jim@jba.bc.ca

**EXECUTIVE SUMMARY OF COSTS**

**Scope of Work Summary**

The project includes complete renovation and renewal of the existing GRAND THEATRE, located in Maple Creek, Saskatchewan. Scope includes replacement of roofing, exterior upgrades, windows/doors, remedial structural upgrade, repair of exterior walls, replacement of mezzanine, complete new interior finishes, mechanical and electrical systems, new washrooms and fitout for theatre. Allowances for Hazmat remediation have been included. Allowances for Theatre Equipment have been included. New construction includes expand crawlspace for back of house, replace mezzanine with larger area for washrooms/control/admin.

**Building Construction Work:**

**Order of Magnitude Estimate - OPTION 1**

Site Preparation, Demolition, Hazmat & Remedial Repair		<b>\$105,600</b>	\$22.58 /SF
Hoarding , Protection and Construction Access, Scaffolding	7,000		
Demolition and Tear Out: Exterior	24,200		
Demolition and Tear Out: Interior	31,500		
Crawlspace Remedial Work	6,400		
Wood Structure Remedial Repair	26,000		
Firestopping and Sealants	1,500		
Material handling, waste removal, Cleanup	9,000		
Hazardous Materials Remediation: Asbestos/Lead Paint		<b>\$35,000</b>	\$7.48 /SF
Earthwork, Underpinning, Civil Services & Connections		<b>\$102,400</b>	\$21.89 /SF
Concrete Work		<b>\$52,700</b>	\$11.27 /SF
Masonry & Stone Work		<b>\$0</b>	\$0.00 /SF
Structural and Miscellaneous Metals		<b>\$12,100</b>	\$2.59 /SF
Rough & Finish Carpentry, Millwork		<b>\$174,900</b>	\$37.40 /SF
Exterior Siding		<b>\$49,700</b>	\$10.63 /SF
Roofing, Gutters & Downspouts		<b>\$69,400</b>	\$14.84 /SF
Drywall to Walls, Building Insulation		<b>\$63,700</b>	\$13.62 /SF
Windows and Exterior Doors		<b>\$38,500</b>	\$8.23 /SF
Interior Doors, Frames, Hardware		<b>\$50,300</b>	\$10.75 /SF
Floor Finishes		<b>\$42,400</b>	\$9.07 /SF
Ceiling Finishes		<b>\$33,800</b>	\$7.23 /SF
Wall Finishes - Painting		<b>\$32,100</b>	\$6.86 /SF
Specialties & Signage		<b>\$16,000</b>	\$3.42 /SF
Handicapped Lift		<b>\$35,000</b>	\$7.48 /SF
Theatre Seating		<b>\$70,000</b>	\$14.97 /SF
Electrical		<b>\$309,700</b>	\$66.22 /SF
Mechanical		<b>\$374,900</b>	\$80.16 /SF
General Contractor Overhead		<b>\$223,500</b>	\$47.79 /SF
Cash Allowances		<b>\$0</b>	\$0.00 /SF
Design & Pricing Contingency	10%	<b>\$189,200</b>	\$40.45 /SF
Existing Building Condition Risk Contingency	5%	<b>\$104,000</b>	\$22.24 /SF
Market Escalation to start of construction	SPRING 2015 5%	<b>\$109,200</b>	\$23.35 /SF

**SUB-TOTAL CONSTRUCTION COST** **\$2,294,100** \$490.51 /SF

Construction Contingency - Change Orders **Excluded**

Theatre Equipment Allowance (as per Shick Shiner & Associates) **\$278,805**

**TOTAL Bid Price Construction** **\$2,572,905** \$550.12 /SF

(FALL 2014 dollars, excl. GST)

**SOFT COSTS** - Design & Engineering Fees, City Costs, Project Contingency By Others - ALLOW 30%

TOTAL: Floor Area (SF)	4,677 SF
Unit Cost per SF floor area (CONSTRUCTION)	\$550.12 /SF

**NOTES & CLARIFICATIONS**

This estimate is based on a lump sum, competitively bid form of contract.

Priced in FALL 2014 dollars, with an allowance of 5% for Escalation until Spring 2015.

This estimate represents a fair and reasonable construction cost of the work based on an understanding of the work as outlined on the design review drawings, reports and details provided by DIALOGUE DESIGN

The estimate prepared by JBA reflects probable construction costs prevailing at the date of this report and is a determination of fair market value for the construction of this project and should not be taken as a prediction of the lowest bid price. The Construction market remains extremely variable.

JBA does not have control over the cost of labour, materials, equipment, over a contractor's method of determining bid prices, or over competitive bidding, market conditions. Accordingly JBA cannot and does not warrant or represent that bid prices will not vary from this estimate.

<b>CONSTRUCTION COST ESTIMATE</b>			
<b>Summary of Gross Floor Areas</b>		Existing	NEW
Basement		N/A Crawlspace	615 SF (OPTION 1)
Main Floor		3,072 SF	3,072 SF
Mezzanine		416 SF	990 SF
<b>TOTAL Gross Floor Area (SF)</b>		<b>3,488 SF</b>	<b>4,677 SF</b>
<b>Site Preparation, Demolition, Hazmat &amp; Remedial Repair</b>			<b>105,600</b>
<u>Hoarding, Protection and Construction Access, Scaffolding</u>			7,000
Hoarding & Access - perimeter security fence/gates, temp signage			4,500
Protect existing landscaping site, paving and planting during construction			Not Required
Protect and provide weatherproof enclosures - ROOF			See roofing
Protect existing exterior walls/windows, maintain security	Allow		2,500
Scaffolding exterior			Not Required
Premium for after hours work (demol/cutting/coring/material etc.)			Not Required
<u>Security contract</u>			Not Required
Full time 24/7 security surveillance			Not Required
<u>Demolition and Tear Out: Exterior</u>			24,200
Existing roofing - incl. disposal	3,072 SF	2.85	8,800
Existing deteriorated roof decking, support trusses	3,072 SF	2.00	6,100
Existing fascias, gutters and trims	256 LF	5.00	1,300
Remove existing windows & trim			1,200
Remove existing siding materials & trim - Front Elev	512 SF	3.00	1,500
Remove exterior doors and frames, entrance area		Allowance	2,800
Miscellaneous removals		Allowance	2,500
<u>Demolition and Tear Out: Interior</u>			31,500
Demolish existing floor finishes	3,488 SF	1.50	5,200
Demolish/remove existing ceiling finishes,	1,872 SF	1.85	3,500
Remove/retain existing Tin ceiling	1,200 SF	3.00	3,600
Demolish mezzanine	416 SF	8.00	3,300
Remove interior partitions/walls	810 SF	5.50	4,500
Remove interior doors and frames			incl
Remove interior drywall on exterior walls, c/w insulation/VB	3,840 SF	1.10	4,200
Remove existing millwork/fittings/specialties/appliances/TI	30 Hrs	56.00	1,700
Demol work for replacement of in wall services - pipes/wires	20 Hrs	56.00	1,100
Remove blown in insulation	1,872 SF	1.00	1,900
Miscellaneous interior demolition work		Allow	2,500
<u>Crawlspace Remedial Work</u>			6,400
Brace exterior walls	224 LF	8.00	1,800
Remove framing	3,072 SF	1.50	4,600
<u>Wood Structure Remedial Repair</u>			26,000
Investigate Mould in exterior walls and extent of damage		Allow	2,500
Allowance for Testing and Consultant Report/Envelope Assessment		Allow	5,000
Allowance for Mould treatment		Allow	4,000
Allowance for Removal of damaged structure walls (say 25%)	960 SF	4.00	3,800
Rebuild wood frame exterior wall	960 SF	7.50	7,200
Allowance for Removal of damaged structure floor (say 25%)	768 SF	4.50	3,500
Rebuild wood frame floor		Included with structure	
<u>Firestopping and Sealants</u>			1,500
Firestopping all voids and penetrations		Allow	1,500
<u>Material handling, waste removal, Cleanup</u>			9,000
Material handling, waste removal, Cleanup during construction	120 Hrs	45.00	5,400
Disposal Bins, incl. disposal fee and separate into recycle materials	6 No.	600.00	3,600

<b>CONSTRUCTION COST ESTIMATE</b>			
<b>Hazardous Materials Remediation: Asbestos/Lead Paint</b>			Allowance <b>35,000</b>
<u>No Hazardous Materials Report Available - Generally ASSUME:</u> Ceiling finishes, lath/plaster asbestos containing Wall Finishes - drywall compound/plaster containing Flooring - old VAT tile in localised areas asbestos containing All painted window frames/trim - lead paint Exterior painted trim/siding materials - lead paint Exterior painted handrails, stairs etc. - lead paint Mechanical insulation/mastics - Asbestos Mechanical waste piping - lead pipe	3,488 SF	10.00	35,000
<b>Earthwork, Underpinning, Civil Services &amp; Connections</b>			<b>102,400</b>
<u>Earthwork</u>			
Excavation for foundations/slab in Basement - 2ft	45.6 CY	90.00	4,100
Excavation for foundation wall/pads	8.4 CY	85.00	700
Slab base - imported gravel	11.4 CY	85.00	1,000
Prep, compact, fine grade slab	615.0 SF	2.50	1,500
Backfilling		Item	1,200
Material Handling & Limited Access - Basement		Item	3,500
<u>Underpinning</u>			
Perimeter underpinning existing footings for extra 2ft depth	104 LF	350.00	36,400
<u>Site Paving &amp; Exterior Works</u>			
Exterior access stair to Basement - concrete with railings		Item	15,000
Re/re site paving - gravel		Item	2,500
<u>Foundation Drains &amp; Utilities</u>			
Identify and protect existing utilities		Item	1,500
New foundation drains, incl. tie into existing, pea gravel/filter cloth		Item	15,000
Upgrade Water Main (to suit sprinkler), incl. city fees		Item	12,000
Sanitary connection		Item	8,000
<b>Concrete Work</b>			<b>52,700</b>
Concrete foundation for New Handicapped Elevator		Item	3,500
Concrete foundation for basement expansion	32 LF	300.00	9,600
Concrete retaining wall in basement	192 SF	45.00	8,600
Concrete slab on grade (new basement)	615 SF	12.00	7,400
Concrete foundation pads for main floor	6 No.	1,500.00	9,000
Concrete stair (basement to Main)	1 Ft	12,000.00	12,000
Concrete topping to stage floor	480 SF	5.50	2,600
<b>Masonry &amp; Stone Work</b>			<b>0</b>
Remedial repair to exterior stone veneer			Removed
<b>Structural and Miscellaneous Metals</b>			<b>12,100</b>
Theatre Pipe Grid			See Theatre Equipment
Metal handrails to stair	3 Ft	3,200.00	9,600
General Miscell metal brackets, ladders, angles etc.		Allow	2,500



<b>CONSTRUCTION COST ESTIMATE</b>			
<b>Rough &amp; Finish Carpentry, Millwork</b>			<b>174,900</b>
<u>Rough Carpentry - Roof</u>			
Wood framed roof structure - new engineered trusses	3,072 SF	14.00	43,000
Remove water damaged members		Allow	2,500
New roof sheathing	3,072 SF	2.80	8,600
Replace fascias/perimeter blocking	256 LF	18.00	4,600
<u>Rough Carpentry - Floor</u>			
Replace floor structural framing over crawlspace	615 SF	16.00	9,800
New floor joist 2 x10" in entrance	32 SF	24.00	800
New floor sheathing	3,072 SF	3.50	10,800
Replace damaged structure (25%)	768 SF	18.00	13,800
Miscell blocking & supports		Allow	3,000
<u>Rough Carpentry - New Mezzanine</u>			
New structure framing	990 SF	21.00	20,800
New floor sheathing	990 SF	3.50	3,500
<u>Rough Carpentry - Partitions</u>			
New interior partition walls - wood stud framing	2,175 SF	6.00	13,100
<u>Finish Carpentry</u>			
Install new doors/frames	24 No.	120.00	2,900
Wood/trim panelling	120 SF	35.00	4,200
<u>Stairs</u>			
New stairs to upper floor	2 Set	8,500.00	8,500
<u>Millwork</u>			
Vanities		Allow	25,000
Box Office			
Coat Check			
Dressing Rooms (2)			
Bar Counter			
Lobby/Circulation			
<b>Exterior Siding</b>			<b>49,700</b>
<u>Exterior Siding</u>			
Wood siding to replace existing vinyl, incl. AVB/Furring	2,760 SF	18.00	49,700
Wood trims/flashing			included
<b>Roofing, Gutters &amp; Downspouts</b>			<b>69,400</b>
<u>Membrane Roofing</u>			
New SBS roofing incl. insulation, VB, flashings	3,072 SF	21.00	64,500
Gutters	180 LF	18.00	3,200
Downspouts		Item	1,200
Flashings to walls		Item	500
<b>Drywall to Walls, Building Insulation</b>			<b>63,700</b>
16mm Type X Drywall to exterior wall	4,775 SF	3.00	14,300
Batt insulation, AVB to exterior walls incl. basement	4,775 SF	5.50	26,300
Drywall to new partitions	5,438 SF	3.50	19,000
Patch & repair drywall incl. where removed for services	60 hrs	68.00	4,100

**GRAND THEATRE FEASIBILITY STUDY**  
**Town of Maple Creek, Saskatchewan**  
feasibility study report by: DIALOGUE

October-22-14

<b>CONSTRUCTION COST ESTIMATE</b>			
<b>Windows and Exterior Doors</b>			<b>38,500</b>
New wood frame windows - SUPPLY	171 SF	45.00	7,700
Install windows incl. AVB at perimeter, caulking	12 No.	350.00	4,200
Interior window - Control	48 SF	55.00	2,600
Replace loading door	1 No.	8,000.00	8,000
New Main entrance doors	2 Set	5,500.00	11,000
Auto operator		Item	5,000
<b>Interior Doors, Frames, Hardware</b>	32 Lvs	1,571.88	<b>50,300</b>
Doors/Frame - supply	20 Lvs	480.00	9,600
SSL Doors/Frames	12 Lvs	640.00	7,700
Painting doors/frames, trims	32 Lvs	180.00	5,800
Finish Door Hardware - Butts/Lockset/Push Plates/Closers etc	32 Lvs	850.00	27,200
<b>Floor Finishes</b>			<b>42,400</b>
Resilient Linoleum	1,884 SF	8.00	15,100
Stage Floor - sprung wood/Plyron	480 SF	21.00	10,100
Cermaic tile - washrooms	580 SF	12.00	7,000
Plywood sub-floor to basement	615 SF	3.00	1,800
Stairs	3 Flt	Item	5,400
Coved base			3,000
<b>Ceiling Finishes</b>			<b>33,800</b>
Drywall - firerated to underside structure	1,605 SF	3.00	4,800
Drywall on furring	580 SF	8.00	4,600
Drywall to dropped Bulkhead	300 SF	3.00	900
Audience chamber restore tin ceiling	1,200 SF	10.00	12,000
Lay in tile acoustic ceilings	1,410 SF	6.00	8,500
Painting ceilings	2,485 SF	1.20	3,000
<b>Wall Finishes - Painting</b>			<b>32,100</b>
Interior Paint wall finish (new and existing walls)	10,213 SF	1.50	15,300
Ceramic Tile to walls	1,680 SF	10.00	16,800
<b>Specialties &amp; Signage</b>			<b>16,000</b>
Miscellaneous Specialties - fire extinguisher cabs		Item	500
WC Accessories	12 Set	900.00	10,800
WC Partitions	10 Set	1,200.00	
Signage - room/exiting/Fire Plan		Item	3,500
Walk off mat		Item	1,200
Window Coverings			NIC
Bar Equipment			NIC
<b>Handicapped Lift</b>			<b>35,000</b>
<b>Theatre Seating</b>	280 No.	250.00	<b>70,000</b>

<b>CONSTRUCTION COST ESTIMATE</b>			
<b>Electrical</b>	4,677 SF	66.22	<b>309,700</b>
<b>Electrical Demolition</b>	3,488 SF	5.00	17,400
<b>Distribution</b>			
Permit & site set-up, close out		Item	5,000
Replace MDC and new Sub panels, 1 per floor + 4 stage		Item	40,000
New sub-distribution wiring, feeders		Item	21,500
New Incoming service incl. fees (overhead)		Allow	15,000
<b>Lighting</b>	4,677 SF	11.00	51,400
New lighting System			incl
Exit signs LED			incl
Replace existing exterior lighting			incl
Lighting wiring, controls			incl
<b>Power</b>			
General power outlets	4,677 SF	6.50	30,400
Wiring for Theatre Lighting (to grid)	96 Cts	600.00	57,600
Dimmers and Dimmer Rack			See Theatre Equipment
<b>Fire Alarm - Replace with New</b>	4,677 SF	3.50	16,400
<b>Tel /Data</b>		Allow	15,000
<b>Security - Door Access</b>		Allow	5,000
<b>Theatre Sound</b>		Allow	35,000
Conduit & LV wiring for speaker/amplifiers/sound system			
Power wiring and outlets for sound			
<b>Mechanical</b>	4,677 SF	80.16	<b>374,900</b>
<b>Mechanical Demolition</b>		Allow	12,000
<b>Plumbing &amp; Drainage</b>			
New DHW Heater			8,000
New DCW/DHW piping	30 Fxt	600	18,000
Sanitary drainage/vent piping	30 Fxt	850	25,500
New Fixtures	30 Fxt	1150	34,500
<b>Sprinklers</b>			
Install new system incl. crawlspace drain, fill & test & commission	7,134 SF	4.50	32,100 incl.
<b>HVAC</b>			
General Area HVAC - New System	2,997 SF	35.00	104,900
Stage HVAC incl smoke exhaust	480 SF	55.00	26,400
Auditorium HVAC	1,200 SF	40.00	48,000
Washroom Exhaust, incl. controls	3 Set	8,500.00	25,500
DDC Controls		Item	40,000

<b>CONSTRUCTION COST ESTIMATE</b>			
<b>General Contractor Overhead</b>		12.6%	<b>223,500</b>
Direct Site Overhead ( <i>office, privies, cleanup, garbage etc.</i> )		125,100	
Superintendent, foreman, Supervision		INCL	
Insurance, Bonding & Permits		40,000	
Construction Manager Fee or Contractor Markup/Profit		58,400	
<b>Cash Allowances</b>			<b>0</b>
<b>Design &amp; Pricing Contingency</b>		10%	<b>189,200</b>
<b>Existing Building Unknown Condition Risk Contingency</b>		5%	<b>104,000</b>
<b>Escalation Contingency</b>	TO SPRING 2015	5%	<b>109,200</b>
<b>Construction Contingency - Change Orders</b>			<b>Excluded</b>
<b>Reasonable Bid Price - CONSTRUCTION</b>	4,677 SF	\$490.51	<b>\$2,294,100</b>

<b>Theatre Equipment Allowance (as per Shick Shiner &amp; Associates)</b>			<b>278,805</b>
Lighting		84,070	
Production Sound		54,225	
Programme Sound		5,000	
Lobby Sound		2,000	
Headset System		9,000	
Hearing Assist System		10,000	
Soft Goods		21,250	
Loose Staging Equipment		23,260	
Video System		32,000	
Pipe Grid		38,000	

# Business Feasibility Report

# BUSINESS PLAN AND RECOMMENDATIONS

## 1.0 Introduction

### 1.1 Design and Operations

Design has a very significant effect on theatre operations and its success or failure. The design solution for this project purposes a flat floor multi-purpose venue. This design model is a curse and a blessing at the same time. A curse because of the lack of tiered seating and the traditional theatre performer/audience relationship. However it is a blessing in that the flat floor design provides the greatest opportunity for the venue to address a multitude of events and activities. For example:

- the seating can be laid out in configurations to suit the activity (theatre proscenium style, seating in the round and seating for thrust theatre);
- the seating can be arranged for banquets, dinner theatre or dances;
- seating risers can be added to create a traditional theatre configuration; and
- it is possible to add at the time of construction, or later after opening, telescopic seating which can be retracted against the rear wall of the audience chamber. In this way the venue can be a tradition theatre and a flat floor multi-purpose space. These seating systems can be very expensive at \$1,200/seat and this is why it is not be proposed now.

By its very nature the flat floor configuration allows the use of the venue for the widest range of events and activities resulting in the development of local artists and in supporting touring artists. In addition to this it creates the greatest opportunity for revenue generation because the configuration does not limit the users and potential renters of the space.

### 1.2 Arts as an Economic Driver

The economic effect of the performing arts in a community is always underestimated. Not only it is underestimated but in many cases it is seen as a drain on public funds. This is far from the truth. It has been shown that the economic impact multiplier of the performing arts in a community can be as high as 2.4 to 4.0 (for every dollar of revenue the operation generates 2.4 to 4 dollars are generated in the community). One could expect that the economic impact of performing arts activities on the City of Stratford, Ontario would be extremely high and the impact on Maple Creek to be low. However the community of Maple Creek has potential.

Summer is traditionally a slow time for a theatre (see Section 2.8 below) unless there is specific programming taken on by the operation. The Cypress Hill Interprovincial Park, 44km south of the Town, brings 250,000 visitors to the park annually. Almost all of these visits are in the summer and almost all the visitors pass through Maple Creek because it provides the best access to the park. Imagine that the community had a theatre and it was able to present some form of entertainment in the summer evenings. This could be an evening of

music or a variety review based on the history of the area. Patrons would come to the community to see the show and while there they could enjoy a meal in one of the restaurants, do some shopping and visit the other attractions like the museum or art gallery. Not only would the theatre generate revenue for itself but many businesses in the community would benefit.

The production could involve local artists or students giving them a quality experience and develop their talents without leaving the community.

There are comparable models for this type of operation:

- Fort Steel, BC, 10km west of Cranbrook uses the Wild Horse Theatre for summer entertainment. *“The Wild Horse Theatre is a venue located in Fort Steele Heritage Town. It was constructed in 1972 and has presented a variety of productions, most notably the "Fort Steele Follies" - a historic revue starring professional actors. It is staged every afternoon from July 1 until Labour Day. The theatre has a capacity of 500.”*
- Barkerville, BC, 81 km east of Quesnel, BC uses the Royal Theatre for summer entertainment ([www.TheatreRoyal.ca](http://www.TheatreRoyal.ca)). *“The Cariboo Amateur Dramatic Association began putting on shows in Barkerville saloons in 1865. After the fire of 1868, however, Barkerville's dramatists began presenting their theatre in a building they shared with the Williams Creek Fire Brigade. Today, this tradition continues. The Theatre Royal - still located in the home of the Fire Brigade - continues to offer exceptional shows that not only educates visitors about Barkerville's past, but does so in a way that mirrors the theatre of the gold rush days in Barkerville.”* ([www.barkerville.ca/theatre\\_royal.htm](http://www.barkerville.ca/theatre_royal.htm)).
- Heritage Park, Calgary, The Canmore Opera House was home to Alberta Theatre Projects. This theatre company started its life in 1972 as a summer theatre in the park presenting 8 short historical shows a day.
- Capitol Theatre, Fort Edmonton Park, *“This new building, which was completed in Summer 2011, is a beautiful re-creation of Edmonton’s original Capitol Theatre, circa 1929. This new theatre has an intimate seating capacity of 243 seats, with an additional 4 wheelchair locations. The former Jasper Avenue facade that was in place following the original Capitol Theatre’s 1929 restoration has been captured in this new building, which incorporates modern construction methods but balances issues such as building code and the necessary technical infrastructure with historical authenticity. Enjoy live theatre in a setting unlike any other in Edmonton. Showcasing local Alberta actors and technicians in a unique but modern state-of-the-art facility ([www.fortedmontonpark.ca/attractions/the-capitol-theatre/](http://www.fortedmontonpark.ca/attractions/the-capitol-theatre/))”*

### 1.3 Resources and Networking

Starting a theatre operation can be a daunting experience especially if there is no community infrastructure in place and this has to be built. There are organizations which can help with this process.

The Organization of Saskatchewan Arts Councils (OSAC) is an umbrella organization which supports arts councils and schools across the province of Saskatchewan. *“Each October, the Organization of Saskatchewan Arts Councils presents its annual Showcase Conference. Showcase is a booking conference for visual and performing arts, trade show area and an excellent opportunity for networking, and professional development. Now in its 46th year, OSAC is pleased to offer the very best of performing and visual talent from Saskatchewan, across Canada and internationally. Along with all this OSAC also hosts its Annual General Meeting, provides a silent auction and a hospitality suite for socializing. Delegates that come to Showcase come from across Saskatchewan, Canada and the United States. The weekend includes performing arts and school presenters, visual artists, managers, agents, OSAC Members and industry representatives and government funding partners. Juried performing arts showcases are twenty minutes long at Showcase and are held in a local theatre (Regina in 2015)”*

During the Showcase Saskatchewan presenters meet artists and see many presentations. Each presenter decides which artists/show would suit their community and advises the OSAC. The organization collects this information and puts together a touring season in which the artists travel the province. The organization does all the contracting and sets out the schedule and each community pays an equal share of the artist fees and travel costs. This is an excellent model of “block booking”.

During the Showcase OSAC presents professional development workshops on many topics including Marketing for the Arts, Presenting the Arts and Technical Theatre. Of course this is in addition to the networking and peer support that occurs during the conference.

The organization also holds workshops outside of the Showcase dates, provides funding through grants and distributes publication on presenting the arts (e.g. Performing Arts Handbook available on their web site [www.osac.sk.ca](http://www.osac.sk.ca).)

Each province in Western Canada has a Showcase which can be a resource for the operation.

## **1.4 Community Development**

This study and plan is based on achievable targets which can be realized only through hard work, organization, good planning and sustained development for art theatre activities. Community development will become a critical factor in the second and third years of operation when the uniqueness of the new theatre wears off and the community shifts its focus to other new projects. A sustained community development programme will keep the



theatre and its activities in the forefront of public attention.

Community development and public acceptance of the theatre and its programme can be greatly affected by the size, form and general ambience of the public spaces. All these factors contribute to the quality of the experience of the participants. Part of the product the theatre is offering to the community is the experience of attending an event or being involved in one of the programmes. This experience is made up of many factors, the most important of which is the event, programme or exhibit, but also 'in play' are the public spaces, cafe/bar service, cleanliness and design of the theatre.

The Board and the staff/volunteers of the theatre cannot simply sit back, as the building alone will not sustain the required community development. This will be achieved through a sustained, linked programme of marketing campaigns, newsletters, advocacy, fundraising and memberships. This type of strategic plan and implementation combined with the right facilities will result in a dynamic, vibrant operation which will provide the community with pride and a focus.

## 2.0 Operations and Business Plan for the Theatre

The most important aspect of an theatre is the activities which take place inside the facility. The facility itself is only an organized collection of building materials, which form a tool used in the development of the arts in the community. How that tool is operated is vital to the success of the activities and the realization of full community potential.

### 1.1 Operating Models

There are as many ways to operate a theatre as there are communities. Some of the operating the models are presented below.

There are three key issues which need to be addressed when looking at operating models;

- **ownership:** This can be by the Town or some other body. For the purposes of this report it is assumed the Town will always retain ownership of the facility. In this way the community resource is always in the control of the Town as this will ensure that the fabric of the building and building system life cycles are addressed and the community asset is protected.
- **programming model:** there are 3 basic programming models:
  - rental model: the venues in the facility are simply available to the community to rent, typically on a first come first served basis, such as a playing field or meeting room; and
  - programming /presenter model: the facility operator takes on a proactive

role in supporting the arts community and providing various programmes and activities for the community at large. In the theatre operation the facility operator acts like a “retailer” in that they would buy “product” (touring shows and artists) and present, or sell tickets, for the event to the community. In this way there is proactive arts programming:

- producer model: in this model the organization would produce the works of art. The Globe Theatre, Regina and Persephone Theatre, Saskatoon are examples of this. For the purpose of this report it is assumed that this model is not applicable.

It should be noted that in reality it is typical that these models are mixed. Also of note are the various degrees of risk involved with each of these models and this is discussed in Section 1.13.

- **management:** by the Town or through some other body.

There are six basic operating models which apply to theatre operations in this case. These are:

- rental model - Town owned/operated;
- rental model - Town owned and society operated;
- rental – programmer/presenter model - Town owned/operated;
- rental – programmer/presenter model - Town owned and society operated;
- Rental - programmer/presenter Model - Town Owned and operated through an “Arms Length” Agency; and
- artist operated model - Town Owned.

Each of these models has its own advantages and disadvantages and each is valid and in use in various communities in Canada at this time.

### **Rental Model - Town Owned/Operated**

This is usually the model adopted by cities, towns and municipalities that operate their own leisure and recreation facilities. In this model the facility is available for use on a 'first come first served' basis and no attempt is made to be proactive in securing bookings, rentals or developing programming. Cost recovery is the highest priority.

#### **Advantages:**

- limited financial risk to the Town;
- no risk with regard to artistic programming;
- stable funding for the operation;
- simple administration requires little staff time;
- no rental discounts resulting in reduce income; and
- low operating costs.

**Disadvantages:**

- no proactive programming provided for the community;
- rental is done on a straight forward basis with no incentives provided to capture bookings and no help given to renters to develop skills, audiences or sales;
- restricted or no use of volunteers;
- a workforce made up of civic employees which may have restrictive practices and the inability to effectively interface with the volunteers of local organizations;
- little or no fundraising opportunities; and
- the Town always covers the short fall between revenue and expenses. Often the shortfall is not always known until the end of the fiscal year.

**Examples:**

- TCU Place – Saskatoon, Saskatchewan
- Conexus Arts Centre – Regina Saskatchewan
- Vancouver Civic Theatres – Vancouver, British Columbia
- Jubilee Auditoriums – Edmonton and Calgary, Alberta

**Rental Model - Town Owned and Society Operated**

In this model the Town would turn the operations of the facility over to a not-for-profit society but there would be no other operational changes.

### **Advantages:**

- no financial risk to the Town and little financial risk to the society;
- more fundraising opportunities open to the society;
- no administration by the Town and the simple administration by the society requires little staff time;
- all human resource matters would be managed by the society;
- no rental discounts to reduce income; and
- low operating costs.

### **Disadvantages:**

- no proactive programming provided for the community;
- no incentives for the recruitment by the society for board members or for volunteers;
- rental is done on a straightforward booking basis (“first come first served”) with no incentives provided to capture bookings and no help given to lessees to develop skills or audiences; and
- the society would have complete financial responsibility for the building and operations.

### **Examples:**

- because this is basically a “caretaker” administration there is little incentive for the involvement of the community in operations through volunteers on the board or in other areas. Therefore this operating model is rarely used.

## **Rental - Programmer/Presenter Model - Town Owned/Operated**

In this model the Town takes an active part in programming performances, events and activities as well as providing the facility to community groups on a rental basis. Usually the Town through an Executive Director would provide incentives and co-venture deals to

community groups and individual artists to increase rentals and activity.

### **Advantages:**

- provides the community at large with events, activities for their enjoyment and development;
- the Town provides some financial stability;
- directly and indirectly supports the activities for local groups and individual artists; and
- this develops appreciation of the arts in the community and indirectly develops and encourages local artists.

### **Disadvantages:**

- considerably increases the Town's exposure to financial and artistic risk;
- restricted or no use of volunteers;
- a workforce made up of civic employees which may have restrictive practices and the inability to effectively interface with the volunteers of local organizations;
- little or no fundraising opportunities; and
- programming options are usually limited by the conservative nature of Town operations which are averse to risk and therefore restrict the exposure to 'artistic risk' and community development;
- the artistic programme is vulnerable to the political and administrative environment of the community;
- cities have restricted access to government and private funding agencies as well as restriction to the types of corporate sponsorships they can accept; and
- the Town must cover the revenue/expense shortfall which can be significantly more than the Rental Model.

### **Comments:**

Due to the burden of financial risk these operations have little flexibility in the type and quantity of programming provided. In some cases, where attendance is generally low, many of these operations have had their programming activities

reduced or terminated by councils and administrations to lessen the exposure to losses or for fear of offending community sensibilities.

Examples:

- Arden Theatre – St Albert, Alberta
- Cowichan Theatre – Duncan, British Columbia
- Shell Arts Theatre – Fort Saskatchewan, Alberta
- The Capital Theatre – Moose Jaw, Saskatchewan
- Esplanade Theatre – Medicine Hat, Alberta

### **Rental - Programmer/Presenter Model - Town Owned and Society Operated**

This operating model is similar to the previous model, except that the Town turns over the operation of the facility to a non-profit society, while retaining ownership of the facility.

#### **Advantages:**

- this model has proved successful in other communities and provides the entrepreneurial environment required to make a theatre a successful operation;
- allows the Town to provide a community service while reducing its financial risk;
- allows a full range of programming from conservative to risky ventures;
- a non-profit society has greater access to fundraising opportunities and sources;
- the operation is not encumbered with civic hierarchical management structures and is more flexible, responsive to the community and is more cost effective;
- all human resource matters would be managed by the society;
- ownership of the 'bricks and mortar' is retained by the Town ensuring the long term viability of the theatre as a community asset;
- is able to provide rental incentives and develop community groups and individual artists; and
- allows true community involvement through the use of volunteers.

### **Disadvantages:**

- financial responsibility rests solely with the non-profit society and increases the work load of the volunteers through operations and fundraising activities; and
- has the inherent instabilities of non-profit volunteer societies which are influenced by the cyclical nature of Boards of Directors and volunteer staffing.

### **Examples:**

- Empress Theatre – Fort MacLeod, Alberta
- Richmond Gateway Theatre – Richmond, British Columbia
- Tidemark Theatre – Campbell River, British Columbia
- Vic Juba Theatre – Lloydminster, Alberta
- The Port Theatre – Nanaimo, BC
- Vernon and District Performing Arts Theatre – Vernon, BC

### **Rental - Programmer/Presenter Model - Town Owned and operated through an “Arms Length” Agency**

This operating model is similar to the previous two models, except that the Town operates the facility through an arms length agency which uses much of the infrastructure of the Town. The Town retains ownership of the facility.

### **Advantages:**

- the Town provides some financial stability;
- directly and indirectly supports the activities of local groups and artists;
- develops appreciation of the arts in the community and indirectly develops and encourages local artists; and
- allows the Town to provide a community service while reducing its financial risk;
- allows a full range of programming from conservative to risky ventures;

- the arms length group has better access to fundraising opportunities and sources than the Town directly;
- ownership of the 'bricks and mortar' is retained by the Town ensuring the long term viability of the theatre as a community asset;
- is able to provide rental incentives and develop community groups and artists; and
- can allow community involvement through the use of volunteers.

### **Disadvantages:**

- increases the Town's exposure to financial and artistic risk;
- lack of commitment by the “arms length” board;
- can result in restricted or no use of volunteers;
- fewer fundraising opportunities;
- programming options can be limited by the conservative nature of Town operations which are averse to risk and therefore restrict the exposure to 'artistic risk' and community development;
- the artistic programme is vulnerable to the political and administrative environment of the community;
- cities have restricted access to government and private arts funding agencies as well as restriction to the types of corporate sponsorships they can accept; and
- the Town must cover the revenue/expense short fall which can be significantly more than the Rental Model.

**Comment:** There are not many examples of this type of operation because it is not a workable model for the performing arts. There are a number of museums and art galleries that use this model.

### **Artist Operated Model - Town Owned**

In this operating model the artists would form a co-operative, or non-profit society, and assume the role of operating the facility. This model has been used in many communities and has seen limited success. Artists in general do not have the management skills



required to undertake the operation of a large organization nor do they have the focus. Their interest is in their artistic pursuits and an arts organization should provide the support infrastructure which will allow these artists to excel in what they do best. In the long term the focus and energy to maintain a vibrant theatre is not sustainable in this model and the organization flounders.

For these reasons this model is not viable and is not considered an option for this report.

## 2.2 Recommended Organizational Structure

Clearly the “**Rental - Programmer Model - Town Owned and Society Operated**” option has the greater degree of community involvement, stewardship by the Town without financial risk and the most programming flexibility. Therefore this report recommends that the operation adopt the Rental - Programmer - Town Owned/Society Operated Model and the following sections develop this model.

A non-profit society could be set up, with the mandate to operate, programme the theatre and deliver community cultural services on behalf of the Town. The mandate and related policies, outlined later in this report, would set a direction for the organization responsible for the operation of the facility and ensure that it operated with the interest of the whole community in mind.

The mandate of the organization should be to:

- develop, assist and act as a resource for the groups and artists in the community and to develop local talent and skills;
- to deliver cultural services and manage the facility on behalf of the Town in the most effective and professional manner while fulfilling the overall mandate; and
- take a pro-active role in programming and organizing events in the facility and to present a series of professional events in the theatre.

To ensure that the proposed Society represents the community and the Town interests, the Board of Directors should include members elected by the membership of the society at large (2/3) and appointments by the Town (1/3). Therefore a board of eleven members, which is a workable size, would consist of four members appointed by the Town and seven elected members. In addition to the appointed Town representatives it is possible for other Town employees to sit on the Board of Directors as ex-officio members (voting or non-voting as determined by the society’s constitution and by-laws). These could include the Arts and Culture Development Co-coordinator and the Director of Finance.

The Society would enter into an operating agreement with the Town, which would define the conditions under which the Society would take responsibility for managing the operation of

the facility and the delivery of community services. It would set out the obligations the Society has to the Town and the community.

As the society would have a “working” board, charged with the responsibility of managing a significant and high profile community asset, it is envisioned that the board would consist of members with business and administrative backgrounds. Artists, lessees and facility users would provide input and influence directly through the Board of Directors.

### **2.3 Operating Agreement**

Once a Society has been incorporated and has established a Board of Directors, it will negotiate an Operating Agreement with the Town. This agreement, which is of critical importance, will govern the relationship between the Town and the Society, as well as setting the obligations and responsibilities the Society has to the Town, artists and the community at large.

It will be important for the Society to understand that the organization is delivering services on behalf of the Town and this comes with serious responsibilities.

The Operating Agreement should address the following issues:

- generally define the powers of the Society;
- the basic clauses which must be contained in the By-laws and Constitution of the Society;
- structure and make up of the Board of Directors;
- maintenance policies (physical plant and custodial);
- insurance coverage;
- rental policies and rental rates for individual artists and community groups as well as an overall rental and access policy;
- the formal reporting structure of the Society to the Town;
- the financial obligations the Society has to the Town and the financial reporting structure;
- the mechanism for setting the annual operating budget and the obligation the Town has for funding part of the operation (if any);
- the mechanism for dealing with the dissolution of the Society (should this be

necessary);

- management and programming policies;
- the exact responsibilities the Society has in operating the theatre; and
- mechanisms for dispute resolution.

The initial term of the operating agreement should be three years and should be renewed every five years following the initial term. These time frames would provide for long term stability creating an organization which would undertake long range artistic development planning.

A pro forma operating agreement is attached to this discussion document as Appendix A.

## 2.4 Board of Directors

The Board is the legal entity and authority for the organization. It is an empowered body, charged before the law, with the ultimate accountability for and authority over the organizational activity. Boards provide leadership, vision, continuity of purpose and accountability to the community. They achieve this through establishing a purpose or mission, a rate of progress in achieving this purpose, continuity of governance and management plus advocacy to confirm the identity of the organization in the community.

The role of the board in an operation is usually governance and not the day to day management of the operation. However in this operating model, because much of the management and programming are done through partnerships and volunteers, it is expected the Board will involve itself in a significant way in the management of the operation.

The Board can be divided into committees to achieve its goals. This structure will allow the work of the board to be spread over more volunteers, and since the committee work can be done by non-board volunteers, it is the place where potential board members will be found. Committees will work independent of the Board, within Board policies, and will report to the Board through the Executive Committee. A strong vibrant committee structure usually indicates a healthy organization and one which is successful. Due to the size of the Maple Creek community it may not be possible to find enough community volunteers to fill all the committees. In this case the work would be done by members of the Board.

The committees would include at least the following:

**Executive Committee:** Consists of the President, Vice-president, Secretary/Treasurer and other board members as required. The Executive Director sits on this committee (and on the Board of Directors) as an ex officio member.

**Finance Committee:** Responsible for setting and maintaining the financial policies of the society. Monitors ongoing financial operations and activities to ensure that board policies are being carried out. Has financial statements prepared and presents these to the Board for approval. The annual budget would be prepared by this committee and presented to the Board for approval. A representative of the Town's finance department will sit on this committee.

**User Committee:** Consists of representatives of the arts community who are users or potential users of the facility. It is here they will provide their input and influence policies and the operation of the facility. They will ensure that the facility is managed for the benefit of the community as a whole.

**Fundraising Committee:** Responsible for planning and implementation of all fundraising activities including sponsorship, donations, special events, grants/foundation.

**Programme Committee:** Responsible for establishing and maintaining rental policies and rates. Responsible for any programming and presenting done directly by the Society.

**Building Committee (Physical Plant):** Responsible for the maintenance and upkeep of the theatre.

## 2.5 Overall Policies of the Society

It would be wise to implement a number of policies for the operation at the outset and to incorporate some of these, where appropriate, into the Operating Agreement.

These policies, when put in place, will enable the Society, the staff and volunteers to manage the affairs of the Society in the spirit of the mandate. Some of these policies include:

**Rent Policy:** This policy would set out the rental rates of the theatre, as well as the number of days or a percentage of time for bookable space, that would be available for use by the various community groups and the groups in the partnership agreements.

**Non Competition Policy:** This policy outlines the duties and responsibilities the Society has in developing and assisting the local groups and artists, both professional and amateur. This would ensure that the Society with its significant resources and the facility under its control would not disrupt the sensitive balance and mix of programmes existing in the community. The Society should never be in direct competition with the other users of the facility.

**Financial Management Policies:** These policies would set the framework by which

the Society would manage the financial affairs of the operation. They would deal with such matters as signing authorities, approvals on expenditure amounts and financial reporting by the staff/volunteers to the Board of Directors and by the Society to the Town.

**Programming Policies:** These policies would set out the process by which a programme or series of events is developed and how that programme is presented to the Board of Directors for its approval.

**Board of Directors Policies:** These policies would set out the role of the Board of Directors, how its members are chosen and their responsibilities as individual Board Members. In addition it would set out the Board Committees, their mandate, roles, authority and responsibilities.

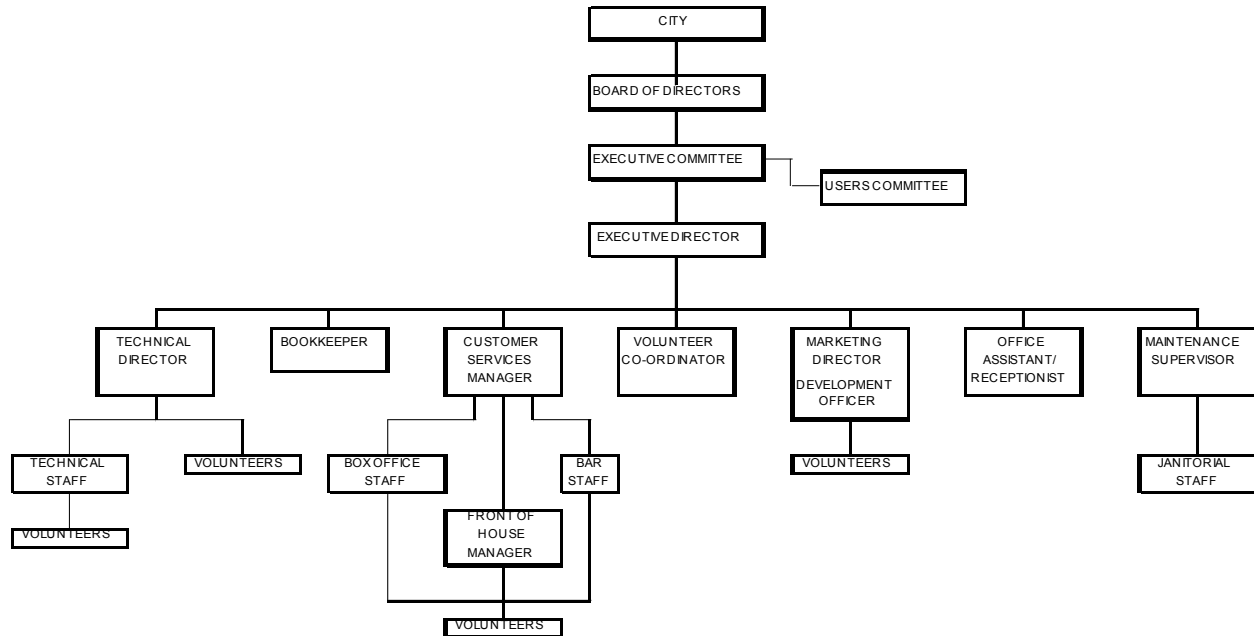
There are many more areas which will need policies including personnel, planning, fundraising, conflict of interest (staff and Board of Directors), volunteers and resource allocation. Policies are the instrument through which the Board of Directors sets and maintains the direction of the Society and method by which the Society's mandate or purpose is realized. They set the framework by which the staff and volunteers manage the operation.

## 2.6 Staffing

The core staff (of 2) would be assisted by a number of part time staff and volunteers, who would be engaged only when there are activities which require their services. In this operation as with other theatres a great deal of the day to day work is done by volunteers. These individuals should not be seen as a source of free labour but rather as committed, community spirited individuals who bring real skills and experience to the organization and who work tirelessly to make the operation a success. This is where the community has true and meaningful involvement in their theatre. They are the best sales people and advocacy group the operation can have.

When selecting staff, particularly the Executive Director, the society should put significant emphasis on individuals who embrace and have experience with entrepreneurial arts and culture operations and enjoys working with volunteers. The vision of the society would be to operate the facilities with a lean dynamic paid staff supported by a network of volunteers.

## Organizational Chart



## 2.7 Programme of Events

It is envisioned that the programming of the theatre will be made up by the society's programme/presentations and the programmes/presentations of the individual user groups and individual artists. This of course will require co-ordination and co-operation of the groups using the facility but should result in a full and varied mix of events. The Society will itself programme a number of events and activities throughout the year.

It should not be expected that this programming would contribute significantly to the earned income of the society, at least in the formative years. A financial breakeven should be all that is expected until the society has developed a following. This could take longer than five years.

It is envisioned that other components of the Society programmes would be presented in partnership agreements between the Society and some of the arts and community groups as well as individual artists. These groups would in turn have their own Board of Directors. This would be a truly co-operative venture and the relationship of the parties would be governed through partnership agreements which would be negotiated by the Society with each of the groups or artists. The partnership agreements should address the following issues:

- the number of days each of the groups could use the spaces, the terms of the rental, cost, scheduling and priority of use;
- rental arrangements;

- policies relating to the maintenance of any equipment in the facility;
- policies relating to the use of common areas in the facility;
- representation on the Board of the Society and the responsibilities associated with that representation;
- hours of operation and sale of products and services;
- programming guidelines (if required or desirable);
- guidelines for co-ventures and co-operative programming; and
- mechanism for dispute resolution.

## 2.8 Use Projections

Accurately estimating the utilization of a new multi-purpose venue in the community can be difficult so far in advance of opening. Usually existing venues are surveyed and booking information obtained such as the number of booked days, the number of available dates and the “turn aways”. Then potential users are surveyed and the number of events (performances) is obtained. The information from these two sources is analyzed and from this a short fall of venue availability is usually discovered and therefore need is demonstrated. This becomes very difficult in a community which does not have any performing arts facilities.

Need is also expressed in the desire of the community leaders to invest in community infrastructure and amenities, a theatre being one, which will attract and retain people in the community.

Therefore the “use demand” for an theatre comes not only from a shortfall in available rental venues, the quality of those venues and dates available but from the need of the community to have a place to provide the opportunity to further develop the arts and provide entertainment for the community. Using this demand scenario a pro forma booking level can be determined.

Future demand for booking days will be derived from a number of sources including:

- theatre, dance and music companies;
- community groups (not necessarily arts based);
- community and commercial presenters and tours;

- film and video presentations;
- dance schools;
- conferences, meetings, public forums, town hall meetings;
- classes, workshops, rehearsals; and
- new performance and other groups that will emerge in the future and as a result of the opportunity a new facility provides.

In assessing the degree to which a new facility could secure bookings, allowances have been made for typical patterns of demand associated with multi-purpose facilities. Most groups will try to book on Friday or Saturday nights as these are the most marketable days of the week. Likewise they will avoid booking on long weekends and around holidays as the audience potential is less predictable. The same theory applies to times of the year. For example the dates leading up to Christmas are “prime dates” but the days immediately following Christmas are not, unless the event has something which will motivate audiences to attend. January is a difficult time to market events as is the summer and the beginning of September. The beginning of February can be difficult as well. Sundays and Mondays of holiday weekends are dead periods. Although the facility is available for booking 365 days a year the prime booking days only account for 236 days or 65%. The remaining 129 days will be difficult to book until a large number of the prime dates are used or the operation motivates groups through rental incentives to book at these times.

The following pro forma utilization rates for years 1, 3 and 5 of the theatre operation have been made:

Type of use	Type of rental	Year 1	Year 3	Year 5
		Theatre Days	Theatre Days	Theatre Days
Community Groups	Performance Day	72	86	95
	Set Up/Rehearsal Day	10	12	13
Commercial Presenters	Performance Day	4	5	5
	Set Up/Rehearsal Day	1	1	1
Community Presenters	Performance Day	4	5	5
	Set Up/Rehearsal Day	1	1	1
Corporate/Private Groups	Performance Day	10	12	13
	Set Up/Rehearsal Day	0	0	0
Groups not yet in Existence	Performance Day	12	14	16
	Set Up/Rehearsal Day	2	2	3
<b>Total</b>		<b>116</b>	<b>137</b>	<b>150</b>
% Calendar Days Booked		31.78	37	41
% Prime Booking Days		49.15	58	64

This projection is still relatively conservative but it can be seen that even in the first year of



operation a high percentage of the prime booking days are taken.

These projections are used to estimate the rental revenue in Section 1.11.

## **2.9 Rental Rates**

The setting of the rental rates for a new theatre is a very sensitive issue especially if the local groups and individuals are accustomed to paying less for the rental of an existing space. It is expected that this will be the case in Maple Creek. It is safe to say that any increase in rental rates in the new theatre will be off set by an increase in the quality of the facility and the services provided. The new theatre and its profile will help to increase attendance for events and sales of works of art and services. In addition because the theatre is new and reasonably well equipped it will be more efficient to use and the operators of the facility will be in a position to help market the events in the theatre under an overall marketing plan for all events and activities. All of this should make each booking or rental more profitable for the users. However this may be a hard sell as the users will look immediately to their bottom line. Therefore it may be necessary for there to be a transition period where the rental rates are held at the status quo for one or two years while the groups adjust to the new environment.

Rental and rental rates are detailed in the budget section of this report.

See Appendix B for sample rental rates from a theatre of a similar size in similar communities.

## **2.10 Rental Policies**

The operations will require detailed policies covering the rental and rental of spaces in the facility which is fair and consistent. In addition these policies will set out the terms and conditions for the different categories of users (non-profit and commercial). Pro forma policies are provided in Appendix C.

## **2.11 Operating Budgets**

Under the recommended operating model, the overall philosophy is that the Society has a mandate to develop a programme that optimally uses the theatre, services the community and develops the artists. Often implicitly imposed on cultural organizations, as an operating principle, is the expectation of breaking even on its entire budget without an operating subsidy from the local government, unlike other community activities such as recreation and sports facilities.

In the development of the operating budget for the theatre it is assumed the short fall between earned revenue and expenses will be covered by a combination of rental revenue from users and in the form of a grant from the Town. This grant can be considered a

management fee paid to the society in return for delivery of cultural services on behalf of the Town.

Operating budgets for arts operations can be very complex, confusing and difficult to understand even for arts professionals. One of the reasons for this is that everything in the operation usually appears in one large budget including rentals, programming, facility administration and maintenance. Understandably it is difficult to determine which portions of the budget pose a significant risk to the operation and which do not. Therefore the entire budget is taken as a risky venture and this is not necessarily true. To remedy this the total operating budget of the Society is presented in three individual budgets:

- **The Administration Budget** is essentially the fixed aspect of the operation covering basic overheads, key personnel, etc. This could be considered a “doors open” budget however facility rentals are included in this budget.
- **The Building Maintenance Budget** contains the cost of maintaining the building which would be shared. The Society will assume the cost of the maintenance including custodial activities, garbage/recycling disposal and the utilities as estimated in the attached budget. The Town will retain control of the physical plant, services contracts (elevators, heating plant and chillers etc) and maintaining the “fabric of the building” ensuring that the community capital investment is protected. It is also expected that the Town would undertake the outside maintenance (landscaping, snow removal, etc.) as it does for the other civic facilities.
- **The Programme Budget** contains the revenue and expenses associated with the mounting and support of events and programmes undertaken by the Society. These include special events, classes and other programmed events. It is this budget which is hardest to control and it will be the place where deficits and surpluses are possible. Although it is the risk area of the operation, it is where the real work of the theatre will take place. The Society will be responsible for this budget including the surpluses and the deficits. Short-falls in revenue or overages in expenses in the programming will be made up with earned income and fundraising. As the programming of the Society has not been determined it is assumed that these activities will be done on a breakeven basis and therefore no revenue will flow through to the administration budget.

It should be noted that the programme budget is open ended in that the Society could keep adding programming until it exhausts its resources or it feels that it has taken on too much risk.

The following is a pro forma administration and maintenance budget covering the start up year (prior to opening) and years 1, 3 and five.

## **Budget Assumptions**

- The revenue estimates are conservative while the expenses are inflated. This has been done to create a spread between revenue and expenses allowing for a “factor of ignorance”. The “factor of ignorance” accounts for development in the community between the time this report is published and the opening of the theatre as well as over or under estimates in revenue and expenses.
- As activities increase from year to year so will rental revenue and other earned income.
- Growth in rentals will be 20% from Year 1 to Year 3 and 10% from Year 3 to Year 5.
- Rental revenue is based on the rental rates given below. It is assumed that there will be no increase in rental rates for the first 5 years to encourage use.
- Ticket sale revenue and facility fees are based on the estimate of booking days provided in the tables below and a gross box office sale of 50% in Year 1, 60% in Year 2 and 65% in Year 3.
- Discrepancies in the values in the tables below and the main budget sheet are due to rounding.
- Expenses would increase 3% from Year 1 to Year 3 and 3% from Year 3 to Year 5.
- Maintenance budget line items are based on theatre facilities for comparable size and are increased 3% from Year 1 to Year 3 and 3% from Year 3 to Year 5.

### **Pro Forma Administration/Maintenance Budget**

Category	Start up	Year 1	Year 3	Year 5
<b>REVENUE</b>				
Allocation from partnerships or city grant	58,000	80,000	60,000	45,000
Theatre Rental Revenue (net)	0	34,000	41,200	45,400
Theatre Lobby Concession/Bar (net)	0	15,000	17,250	20,700
Ticket selling revenue (net)	0	6,100	9,200	11,300
Facility Fee	0	24,500	29,400	32,300
General Fundraising (net)	0	25,000	31,200	36,500
Allocation from theatre programming	0	0	2,000	5,000
Other Misc Revenue	0	5,000	5,000	5,000
<b>TOTAL</b>	<b>58,000</b>	<b>189,600</b>	<b>195,250</b>	<b>201,200</b>
<b>ADMINISTRATION EXPENSES</b>				
Staff (including benefits)				
Executive Director	30,000	60,000	61,800	63,654
Book Keeper (part time)	0	15,000	15,450	15,914
Custmer Services Manager	10,000	20,000	20,600	21,218
Benefits (10%)	4,000	9,500	9,785	10,079
PT Technical Staff (not event specific)	0	3,000	3,090	3,183
Professional Fees and memberships	0	1,200	1,236	1,273
Delivery/Postage	200	600	618	637
Office Supplies	2,000	5,000	5,150	5,305
IT and Web management	5,000	5,000	5,150	5,305
Bank Charges	0	1,500	1,545	1,591
Technical Supplies (consumables)	0	5,000	5,150	5,305
Telephone (Local and Long Distance)	800	1,300	1,339	1,379
Travel and Professional Development	0	1,500	1,545	1,591
FOH Supplies	0	3,000	3,090	3,183
Volunteer Expense	2,000	2,000	2,060	2,122
General Marketing and Newsletter	4,000	8,000	8,240	8,487
Minor Capital Purchase	0	4,000	4,120	4,244
<b>SUBTOTAL</b>	<b>58,000</b>	<b>145,600</b>	<b>149,968</b>	<b>154,467</b>
<b>MAINTENANCE EXPENSES</b>				
Janitorial (PT)	0	15,000	15,450	15,914
Janitorial Supplies	0	5,000	5,150	5,305
Heat, light and Water	0	24,000	24,720	25,462
Building service, maintenance and Repairs	0	By Town	By Town	By Town
Building Replacement Fund	0	By Town	By Town	By Town
Insurance (liability and D&O)	0	By Town	By Town	By Town
<b>SUBTOTAL</b>	<b>0</b>	<b>44,000</b>	<b>45,320</b>	<b>46,680</b>
<b>TOTAL EXPENSES</b>	<b>58,000</b>	<b>189,600</b>	<b>195,288</b>	<b>201,147</b>
<b>PROFIT (LOSS)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

## Notes: Administration/Maintenance Budget

### Revenue

**Allocation from partnerships or Town grant:** This allocation of funds flows from partnership arrangements or from the Town to cover the short fall between earned income and expenses. Note that the objective is for the operation to be self sustaining but as partnership agreements cannot be arranged this early in the planning process it is not possible to accurately project revenues in this area so the line item cost should be considered a place holder.

**Theatre Rental Revenue Net:** Revenue from the rental of the theatre as per the breakdown of rental days, group categories and rental rates below:

Type of use	Type of rental	Rate	Year 1			Year 3			Year 5		
			Booking Days	Gross	Gross Less 15%	Booking Days	Gross	Gross Less 15%	Booking Days	Gross	Gross Less 15%
Community Groups	Performance Day	360	72	25,920	22,032	86	31,104	26,438	95	34,214	29,082
	Set Up Day	200	10	2,000	1,700	12	2,400	2,040	13	2,640	2,244
Commercial Presenters	Performance Day	500	4	2,000	1,700	5	2,400	2,040	5	2,640	2,244
	Set Up Day	300	1	300	255	1	360	306	1	396	337
Community Presenters	Performance Day	360	4	1,440	1,224	5	1,728	1,469	5	1,901	1,616
	Set Up Day	200	1	200	170	1	240	204	1	264	224
Corporate/Private Groups	Performance Day	400	10	4,000	3,400	12	4,800	4,080	13	5,280	4,488
	Set Up Day	200	0	0	0	1	200	170	2	400	340
Groups not yet in Existence	Performance Day	360	12	4,320	3,672	14	5,184	4,406	16	5,702	4,847
	Set Up Day	200	2	400	340	2	480	408	3	528	449
<b>Total</b>			<b>116</b>	<b>40,580</b>	<b>34,493</b>	<b>138</b>	<b>48,416</b>	<b>41,154</b>	<b>152</b>	<b>53,438</b>	<b>45,422</b>
<b>Rounding</b>					34,000			41,200		53,400	45,400
performance days			102			122			135		

Total Gross Less 15% - these are expenses incurred by the operation for the rental of the theatre and would include backstage staff and FOH staff that are supplied as part of the rental contract. These expenses will also include technical supplies such as paint, fabric, colour for the stage lights and miscellaneous hardware specifically related to the rental and charged back to the renter.

**Bar/Concessions Revenue Net:** This is the revenue minus expenses for the operation of the concession and bar in the lobbies during performances. This revenue is purposely conservative as it cannot use the standard estimates used in the catering business. Bear in mind that the bar/concession is only open one half hour before a performance and 20 minutes at intermission which will limit the maximum sales. Revenue could be increased through pre and post show activities; for example pre-concert talks.

**Ticket Selling Revenue:** This is the revenue generated by fees paid by renters for box office services. Box office fees are typically 4 to 6% of the gross ticket sales sold by the box office. For community groups that sell tickets themselves the box office would charge a small printing fee to provide these tickets to the groups. Expenses related to the revenue would include staff, ticket stock, credit card commissions and other such expenses.

Space	Events	Seat Cap	Year 1			Year 3			Year 5		
			Ave Sell 50%	Tx Price	Selling Fee 2.5%	Ave Sell 55%	Tx Price	Selling Fee 2.5%	Ave Sell 60%	Tx Price	Selling Fee 2.5%
<b>Total Sales theatre</b>	Performance Day	<b>240</b>	<b>12,240</b>	<b>20</b>	<b>6,120</b>	<b>14,688</b>	<b>25</b>	<b>9,180</b>	<b>16,157</b>	<b>28</b>	<b>11,310</b>
<b>Rounding</b>					6,100			9,200			11,300

**Facility Fee:** This is revenue collected by the box office on the sale for every ticket sold by them. This amount is paid by the ticket purchaser and is typically two dollars per ticket.

Space	Events	Seat Cap	Year 1			Year 3			Year 5		
			Total Tx Sales	Fee per Tx	Revenue	Ave Sell 55%	Tx Price	Revenue	Ave Sell 60%	Tx Price	Revenue
<b>Total Sales theatre</b>	Performance Day	<b>240</b>	<b>12,240</b>	<b>2</b>	<b>24,480</b>	<b>14,688</b>	<b>2</b>	<b>29,376</b>	<b>16,157</b>	<b>2</b>	<b>32,314</b>
<b>Rounding</b>					24,500			29,400			32,300

**General Fundraising:** This is the net revenue from fundraising activities such as gala

events, auctions, membership campaigns and general donations

**Allocation from Programming:** This is revenue which will flow from any professional series presented by the society. It is likely in the early years these activities would be on a breakeven basis. However once the activities were established a small amount of revenue would flow to the operation. The activities could include a classical music series, jazz music series, comedy series and children's Saturday morning series.

**Other Miscellaneous Income:** This would be net revenue from such things as the rental of theatre equipment to other theatre operations in the area.

### **Administration Expenses**

**Staff expenses:** these are salaries including benefits for the staff of the operation.

**Professional Fees And Memberships:** these would be expenses for memberships in such organisations as Canada Arts presenters Association (CAPACOA), Canadian Institute for Theatre Technology (CITT) and the Local Arts Council.

**Delivery and Postage Expense:** general expenses for courier service, mail, etc.

**Office Supplies:** paperclips photocopy paper, and all the supplies it takes to run office.

**IT and Web Management:** this would be the cost of setting up and maintaining a website for the facility and the events which take place in the facility.

**Bank Charges:** Typical bank charges paid by any business.

**Technical Supplies (Consumables):** these are supplies used onstage for the general day-to-day running of the operation and would include such things as lamps for the stage lighting, colour for the stage lighting, paint, fabric, miscellaneous tools, maintenance supplies, the theatre equipment, etc.

**Telephone and Internet:** these would be expenses related to long distance and other telephone functions as well as Internet access by the staff.

**Travel and Professional Development:** Expenses related to the management staff attending industry events such as the CAPACOA annual showcase. It would cover the cost of courses and training to upgrade staff skills.

**FOH Supplies:** these are supplies related to the operation of the front of house functions. This would cover such things as first aid kits, usher supplies, signage, etc.

**Volunteer Expense:** Expenses here relate to volunteer appreciation evening and other

costs of maintaining an involved volunteer network.

**General Marketing and Newsletter:** these expenses relate to the generation of a general marketing campaign for the events taking place in the facilities as well as the marketing of the facilities to potential clients.

**Minor capital purchase:** this covers the purchase of small capital items which are required as the need arises.

**Janitorial Expense:** this is the staff expense for cleaning the performance venues.

**Utilities and O&M Expenses:** these are expenses related to the heat light and water and the operation and maintenance of the facility itself. This budget would be controlled by the appropriate Town Department.

## 2.12 Risk

Risk is a function of the type and scope of the theatre's programming model.

Of course the operating model with the least amount of risk is the rental model. The theatre is only in use when there is someone to rent it. The real risk in this model is borne by the renter who is selling a product or service to cover rent of the space in the theatre. Of course if not enough is sold the renter loses money. The theatre always will be paid and has no risk except by the default of the renter.

The model with the most amount of risk is the rental – programmer model. Although the organization does not have to bear the cost of the producing the work of art or service it does have to cover the artist fees, the cost of marketing and the hard costs of presenting the event or programme. If the theatre is itself the presenter then there is no rental cost. In this model the amount of risk is determined by the number of events/programmes presented and the “artistic” content. Simply the greater the number of events and the more “avant-garde” these are the greater the risk. This is where it is important to engage the right Executive Director who will have both the artistic and business sensibilities to make considered decisions. Then it will be up to the Board of Directors and the Executive Director to determine how much risk the organization is prepared to undertake.

# Appendix A

## Pro Forma Operating Agreement



THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_,

BETWEEN:

The Town of Maple Creek  
hereafter called the "TOWN"

AND

????????????

, a Society duly incorporated under the laws of the Province of Saskatchewan  
(hereinafter called the "Society")

WHEREAS:

The Town owns an theatre (hereinafter called the "theatre") on lands situate in the Town of Maple Creek, Saskatchewan.

The Society and the Town have agreed that the Society may occupy the Theatre as licensee and operate the Theatre for the benefit of the citizens of Maple Creek on the terms herein;

The Society agrees to operate the Theatre in conformance with all applicable Federal, Provincial and Town laws, by-laws and regulations.

The Society and Town agree as follows:

- The Society shall be entitled together with the Town to occupy the Theatre as licensee for the period ?????? ??, ??? through ?????? ??, ??? subject to the conditions contained herein;
- If the Society continues to remain in possession of the theatre after the expiration of the agreement whether with or without the consent of the Town, the Society shall remain in possession on a monthly basis on the terms and conditions set out in this agreement;
- The Society will occupy the Theatre only for the purposes contained in its constitution. It, together with its servants, invitees and licensees may enter into and travel across on foot and with motor vehicles and may park motor vehicles (all in common with all other servants, invitees and licensees of the Town) in the designated public areas surrounding the Theatre;

- The Town shall continue to have possession of the Theatre for the purposes of maintenance, repair, reconstruction, inspection, painting, renovating and landscaping of the Theatre and surrounding area, provided that it does not interfere with the license to occupy granted to the Society herein The Town shall continue to have unlimited access at all times to the mechanical rooms enclosed in the Theatre;

The Town shall, at its own expense:

- keep the building in a state of good repair and consult with the Society prior to the preparation of the annual maintenance budget;
- provide all necessary janitorial services or fund same in the approved administration budget. Assistance in monitoring janitorial standards will be provided by the appropriate city staff; and
- make renovations and alterations from time to time required to comply with the legislated codes concerning theatres.

All fixtures and chattels purchased or otherwise acquired by the Society for use in the Theatre shall immediately upon acquisition by the Society become the property of the Town. The Town shall allow all such fixtures and chattels to be used exclusively by the Society as long as the Society occupies the Theatre. The Town shall insure such fixtures and chattels against usual risks insured by the Town on its other property to their full insurable value. Any recovery of insurance proceeds by the Town in respect of damaged or destroyed fixtures or chattels shall be applied to replace or repair the same unless the Society and the Town agree otherwise. The sale of chattels or use of chattels for trade-ins shall be in accordance with Town policies: chattels may be used for trade-ins when the chattel being acquired is a replacement for the chattel being traded in. The responsibility for administering Council policy for the disposal of Town fixtures and chattels has been assigned to the Town Treasurer.

The Society shall maintain insurance for not less than ?? million dollars (\$?,000,000.00) against claims for personal injury and other third party liabilities. The Town shall be named as an additional named insured in the policy of such insurance. The cost of the insurance will be shown in the Administration budget which is funded by the Town. The Society shall neither cancel nor approve any material change to the policy without having first received in writing the approval of the Town;

The Society shall present its annual preliminary administration budget to the Town in each year before the ??th day of ??????. The Society's annual administration budget shall be for the ensuing fiscal period of ??????. to ??????. The administration budget shall include the estimated cost of building maintenance pursuant to Paragraph ?? and ?? hereof. Amendments to the administration budget will not be made without the mutual consent of both parties.

In addition to the annual administration budget, the Society shall, at the same time, submit to the Town the following information with respect to their proposed operation for the

current programme year which runs from ???? to ????? of the operational year:

- A statement of the previous programme year's charges and all proposed charges to all classes of user groups for the various facilities in the Theatre for the ongoing programme year running from ???? to ?????;
- A statement of the previous programme year's use and the estimated proportion of use of the various facilities by user groups and individuals for the coming programme year; and
- A statement of the previous fiscal year's revenue and expenses and the anticipated budget for the next programme year.

The Society shall operate the Theatre in substantial compliance with the annual administration budget approved and funded by the Town. The Town shall appoint the Director of Finance or the Director's designate, to sit on the Finance Committee of the Society for the purpose of monitoring the finances of the Society. Minor adjustments of budgeted items during the fiscal year totaling less than \$4,000.00 can be approved by the Society providing the Town is informed. This shall apply to both the operating and capital budgets financed by the Town if it is proposed to move funds allocated to salaries, expenses, or capital, to a different allocation and if accumulated changes are under \$4,000.00. Accumulated budget changes in any one year in excess of \$???????? must have prior approval of Town.

The Society shall have prepared audited statements of all its activities for the relevant period and present them to a regular meeting of the Council of the Town within five (5) months of its year end. The Society shall engage the same auditors as the Town unless otherwise mutually agreed. Those auditors shall report directly to the Society.

The Society shall be responsible for all aspects of the operation of the Theatre (save those exclusively to be performed by the Town as described in the Agreement) including without limitation:

- all programming and booking of events in the Theatre;
- ensuring that all programmes and events will not offend the moral standards of the citizens of Maple Creek;
- engaging all personnel to perform their duties, PROVIDED HOWEVER that the Executive Director shall be approved by the Town; and
- the operation of all concessions.

The Society shall incur all expenses and retain all revenues related to concessions and performances and events.

The Society shall not make or allow to be made, any alterations to the fabric, structure or service systems of the Theatre without the consent, in writing, of the Town.

This agreement may be terminated by the Society on sixty (60 ) days notice to the Town.

This agreement may be terminated by the Town on sixty (60) days notice to the Society in the following events;

- if the Society is in breach of this Agreement and remains in breach after thirty (30) days notice of that breach by the Town;
- if the Society changes its Constitution or By-laws without the consent of the Town; and
- if the Society becomes bankrupt or insolvent or takes any proceedings under the Bankruptcy Act or commences any proceedings for terminating business operations.

Upon termination of this Agreement, the Society shall vacate the Theatre and shall transfer to the Town all of its records, agreements, bookings, accounts (including any sequestered funds on deposit) and other items relating to future and past events in the Theatre. The Town agrees to honour any commitments made by the Society to the end of the current fiscal year.

The Society may not assign the benefit of this Agreement in whole or in part without the written consent of the Town.

Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts and things as may be reasonably required to carry out the full intent and meaning of this Agreement.

Any notice or instrument required or contemplated to be given or made hereunder (hereinafter called the "notice") shall be in writing and either delivered in person or sent by registered mail, from the Town of Maple Creek, postage prepaid, addressed to the party to receive the same at the address herein contained, or at such other address as such party may by notice to the other party designate.

Any notice shall be deemed to have been received upon the day of delivery, if personally delivered, or, if mailed as aforesaid, on the third business day following the day of mailing.

IN WITNESS WHEREOF the parties have executed this Agreement.

# Appendix B

## Sample Theatre Rate Sheets

Centennial Theatre  
**2010 Schedule of Fees and Charges**  
 Effective January 1st, 2010

**MARKET RATES**

Centennial Theatre Booking Information: (604) 983-6450  
 5% GST on all rental charges and ticket services

<b>FOR PERFORMANCES</b>		<b>Base</b>	<b>Including * tech/tax/ins.</b>
8-5 or 2:30 –11:30 with ONE performance			
Friday – Sunday		1940.00	2279.00*
	Monday – Thursday	1647.00	1971.00*
Consecutive Days (After Day One)			
Friday-Sunday 5:30 –11:30pm only		1818.00	2150.00*
Mon –Thurs 5:30 –11:30pm only		1525.00	1843.00*

Extra Perfs: Same day/within allotted time – FOH Staff 408.00

**REHEARSAL ONLY (NO AUDIENCE)**

8am to 11pm **Mon-Thurs Only** \$87/hr

4 hour minimum/2<sup>nd</sup> tech charges may apply (Total \$117/hr plus taxes)

Liability insurance extra

**EXTRA BUILDING HOURS** (includes Technical Supervisor)

8 a.m. to 11:30 p.m. Per Hour 87.00  
 11:30 p.m. – 8am Per Hour 135.00

**OTHER RATES**

Rehearsal Studio (rented with Theatre) per booking 80.00

\*Rehearsal Studio (Separate Rental - min. 4 hours) per hr 28.00

\*Lobby Rental (400 people max–min. 4 hrs-extra hrs @ \$28) per booking 80.00

Capital Surcharge on each ticket sold per tix \$1.00

Ticket Printing per ticket for consignment tickets per tix .20

Ticket Printing Set up Fee per show \$50.00

Piano Tuning (technical staff are charged in addition) per tuning 275.00

Lobby Sales: 10% of gross sales (client sells), 20% of gross sales (CT sells)

\*Additional Staff costs may apply

\*Standard booking includes nine hour block of time, Technical Supervisor, 2<sup>nd</sup> Technician for 6 hour call, Front of House Supervisor, 2 Ushers, Ticket Taker, Insurance, and GST.

**DEPOSITS (booking deposits are non-refundable)**

Soft Holds: No longer than 10 working days. Subject to challenge. Date released without deposit.

Single Performance: 50% to confirm booking. Balance min four weeks prior to performance.

Multiple Performances (3 or more): 10% to confirm booking. 40% six months prior to first performance. Balance four weeks prior to first performance.

**Centennial Theatre Centre**  
**2010 Schedule of Fees and Charges**

Effective January 1st, 2010

**NOT-FOR-PROFIT RATES**

Booking Information: (604) 983-6450

*NOTE: For the purposes of theatre rentals, Community Group Rates will apply to BC registered non-profit, non-political societies and North Vancouver Schools.*

5% GST on all rental charges and ticket services

<b>FOR PERFORMANCES</b>			<b>Including * tech/tax/ins.</b>
8-5 or 2:30 –11:30 with <b>ONE</b> performance			
	Friday – Sunday	1322.00	1630.00*
	Monday – Thursday	1173.00	1473.00*
Consecutive Days After Day One			
	Friday - Sunday 5:30 –11:30pm only	1181.00	1482.00*
	Monday – Thur 5:30 –11:30pm only	1032.00	1325.00*

Extra Perfs: Same day/within allotted time – FOH Staff 408.00

**REHEARSAL ONLY (NO AUDIENCE)**

8am to 11pm Mon-Thursday Only – Per Hour 74.00  
 2<sup>nd</sup> Tech may be applicable (\$104/hr) – liability insurance extra  
 4 hour minimum

**EXTRA BUILDING HOURS (incl. Tech Supr)**

8 a.m. to 11:30 p.m. 74.00  
 11:30pm –8am 135.00

**OTHER RATES**

Capital Surcharge on each ticket sold	per tix	\$1.00
Ticket Printing per ticket for consignment tickets	per tix	.20
Ticket Printing Set up Fee	per show	\$50.00

\*Rehearsal Studio (rented with Theatre) per booking 60.00

\*Rehearsal Studio (Separate Rental - min. 4 hours) per hr 15.00

\*Lobby Rental (Separate Rental – min. 4 hours) per hr 15.00

\*Additional staff costs may apply

\*Standard booking includes nine hour block of time, Technical Supervisor, 2<sup>nd</sup> Technician for 6 hour call, Front of House Supervisor, 2 Ushers, Ticket Taker, Insurance, and GST.

**DEPOSITS (booking deposits are non-refundable)**

Soft Holds: No longer than 10 working days. Subject to challenge. Date released without deposit.

Single Performance: 50% to confirm booking. Balance min four weeks prior to performance.

Multiple Performances (3 or more): 10% to confirm booking. 40% six months prior to first performance. Balance four weeks prior to first performance.

## Vernon and District performing Arts Centre

### Fees - Main Auditorium

The four areas of cost are as follows:

1. Base rent- \$875 or 10% of FULL GROSS ticket sales whichever is greater.  
Discounts available for:
  - Not-profit groups
  - Local groups (Vernon and District)
  - Groups featuring non-professional performers
2. Facility Fee
  - \$1.15 per sold seat for ticketed events
  - \$1.15 per attendee for non-ticketed events (Less 10% for teachers and supervisors for school audience events)
3. Work order – includes (but not limited to):
  - Technical Director's overtime, at \$31.50 per hour
  - Additional Front-of-House calls, at \$80.00 per four hour call
  - Trained crew as required rated at \$13.00 per hour per person. *Minimum call is four hours, overtime rated at \$19.50*
  - Any equipment rented to accommodate the needs of the licensee
  - Any supplies purchased to accommodate the needs of the licensee
  - Rental fee for use of a Piano
  - Tuning fee for the piano, if you request to have it tuned
  - Electrical tie-in/out fees, if needed to power your equipment
  - \$5 replacement charge for consumed fluid for the Fog Machine or Hazer
  - \$2.50 per cordless microphone – battery replacement fee
  - \$50 tape charge for use of the dance floor
  - \$100 charge for cleanup of confetti, glitter, and hay
4. Ticket agent fees:
  - \$2.75 per sold ticket
  - 2.5% credit card fee
  - \$0.15 per ticket for debited charges
  - No additional fees to ticket buyers unless they request tickets be mailed to them (*\$1 fee to buyer*)

**Please note: When you book the theatre you must use our Ticket Seller Box Office for all ticket sales.**

### What A Renter Gets With A Rental

What a Renter gets with a rental:

- Rental of the theatre for 24 hours - Midnight to Midnight (However, any time you or anyone from your group are in the building a technical director/staff member must also be present)



- The assistance of a hands-on Technical Director for 7 hours (preferred to be broken into two shifts)
  - 7 hours of work, plus ½ hour lunch break and two 15 minute coffee breaks to make one 8 hour day – BC Labour laws
  - There must be a meal break after 4 hours – OR – Renter Supplies her/him with a well balanced meal (not pizza) and a break to eat, plus are charged a \$15 penalty
- Access to all equipment designed for use on stage – lighting, sound, soft goods, projector, screen, chairs, tables, risers, electric piano, etcetera
  - Limited to equipment designed for use on stage – No to access office furniture, fridges, stoves, etc for use onstage
  - Does not include - Replacement Fees for: liquid for Fog or Hazer, tape for dance floor, batteries, etcetera
  - There is a \$10 per table cloth dry-cleaning fee if a table cloth is dirtied
  - The Grand piano does not belong to the facility, and its owners charge rental of:
    - Grand piano – For-profit \$150 per performance days
    - Grand piano – Not-for-profit - \$75 per performance day
    - Rates are 50% for non-audience days, and all additional days
    - If the Grand piano needs tuning, it must be tuned by the owner's tuner (*Tuner charges a rate of about \$175 per tuning*)
- One Guest Relations Team which has of up to 15 volunteer Ushers, Ticket Takers, Programme Ushers, Bartenders, Concession operators, Coat check Staff, and a Team Leader to supervise them. (Only included for up to four hours)
- Additional Guest Relation Team Services will be charged to the renter in four hour blocks of \$80 per Front of House Call
- Promotions package - which includes if requested:
  - Mention in our email newsletter which comes out every two weeks, starting when tickets go on sale
  - Blurb in our email newsletter (two issues prior to the event)
  - Webpage on our website – link to online ticket sales
  - Listing on our website "upcoming events" page – link to your page on our website
  - Banner advertising on our website - Linked to your page on our site
  - Up to 2 posters provided by the renter for your event in our box office (once tickets are on sale - Maximum size: 12"x18")
  - Up to 2 posters provided by the renter in the foyer (once tickets are on sale – Maximum size: 12"x18")
  - Access to postering staff to put your posters up around town (at a cost to the renter \$.75 per poster)
  - Access to our Audience Development Officer who can advise you on your promotion
  - Access to our online media contacts database
  - Inclusion on the out Reader-Board sign – last 2 weeks before the event

**The Port Theatre - Nanaimo**  
**Booking Rates and Services** updated July, 2009

**SCHEDULE OF FEES AND CHARGES**

Call Dee McCuaig, Booking Co-ordinator, at **250.754.4555 ext. 302**  
 or email [dmccuaig@porttheatre.com](mailto:dmccuaig@porttheatre.com) to hold a date, estimate costs and discuss details

Theatre rentals include in-house sound & lights, green room & dressing rooms & House Manager plus ushers. **All rates are subject to GST**

**Choose your category below for rental costs and information**

- >[COMMERICAL TICKETED EVENTS](#)                      >[NON-PROFIT TICKETED EVENTS](#)
- >[RATES FOR NON-TICKETED EVENTS](#)            >[OVERVIEW OF OTHER COSTS](#)
- >[DARK DAY \(unused day during a multiple booking\)](#)
- >[TECHNICAL CREW RATES](#)                                      >[COMPLIMENTARY MARKETING SERVICES](#)
- >[TECHNICAL SPECIFICATIONS](#)

**COMMERCIAL RATES - TICKETED:**

8am to 11pm One performance	<p><b>*the greater of \$1250.00 or 10% of sales net of tax &amp; CDF (Capital Development Fund surcharge)</b></p> <p>CDF deducted- \$2.00 per sold ticket. 50 cents for tickets \$12.00 or under.</p> <p>non-refundable deposit of \$375.00 is due with signed contract.</p>
Additional performance on same day	\$700.00 or 10% of sales net of tax & CDF

**NON-PROFIT/COMMUNITY TICKETED EVENTS:**

5 hour block of time-one performance	<p><b>the greater of \$650.00 or 8% of sales net of tax &amp; Capital Development Fund (CDF)</b></p> <p>note: CDF deducted- \$2.00 per sold ticket. 50 cents for tickets \$12.00 or under.</p> <p>non-refundable deposit of \$350.00 is due with signed contract.</p>
additional performance same day	the greater of \$500 or 8% of sales net of tax & CDF

**Rehearsals & Technical Set-up:** (time used over the 5 hour block mentioned above)

daytime- up to 5 hour period	\$250.00
6pm to 12am ( <b>prime time</b> )	\$500.00
day & evening use- 8am to 11pm	\$900.00

**NON TICKETED EVENTS:**(seminars,meetings,conferences)  
**This rate also applies to events in which all tickets are taken by client on consignment**  
A non-refundable deposit for full rental amount is due with your signed contract.

	<b>Commercial</b>	<b>Non-profit</b>
Day & Evening: 8am - 11pm	\$1,500.00 (plus \$2 CDF per attendee)	\$1,150.00 (plus \$1 CDF per attendee)  \$800.00 (plus \$1 CDF per attendee)
9 hour use: 8am- 5pm <b>or</b> 1pm- 11pm	\$1,200.00 (plus \$2 CDF per attendee)	\$550.00 (plus \$1.00 CDF per attendee)
5 hour use: daytime only	<b>\$900.00</b> (plus \$2 CDF per attendee)	

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**OVERVIEW OF OTHER POSSIBLE COSTS :**

Technicians <b>(required)</b>	Event Liability Insurance <b>(required)</b>	Merchandise Commission
Equipment rentals	Credit Card charges	Socan Fee for music used
Ticket Centre Fee for ticketed events	Spotlight rental	Security for rock concerts/high risk events
Steinway piano and tuning	Janitorial fee for special events	

**DARK DAYS:** (unused day in middle of a multiple booking)

\$400.00 per dark day vs. option of move out to accommodate another client

**PERSONNEL:**

minimum of two technicians are required

Technical Crew	8am to 11pm	\$22.00 per hour/per technician
	after 8 hours	\$28.00 per hour/per technician
	after 11 hours	\$37.00 per hour/per technician

**minimum 4 hour call** and additional personnel are negotiated as required.

Double time and half charged for crew working on **Statutory Holidays**

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**COMPLIMENTARY** Promotion & Marketing Services

**FREE LISTINGS**

- Your event is listed on our website with a link to

your website

- Vancouver Island Media, Port Theatre Members & **your** past ticket buyers are e-mailed your event
- Your event is listed in our "Calendar of Events" which is picked up at our Ticket Centre
- Promotional flyer can be inserted in our mailings (we limit the # of flyers inserted)

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FREE MARKETING CONSULTATION

All rental clients are encouraged to take advantage of our Publicist's expertise in guiding you to the best markets for ad placement, the contacts that will benefit your ticket sales and a list of local Vancouver Island media all at no cost. *Ask for our Marketing Check List.*

For information contact:

Jennifer Wigmore , Marketing at 1.250.754.4555 or [jwigmore@porttheatre.com](mailto:jwigmore@porttheatre.com)

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LIST OF TICKET BUYERS

A list of your ticket buyers' names and mailing addresses following your event can be supplied to you for future direct mailings to target your next event held at The Port Theatre.

**(In keeping with the Privacy Act, names and addresses cannot be given to a third party or used for purposes other than promoting an event at The Port Theatre.)**

**Label printing charge:\$50** (no charge if sent to you via email)

# Sagebrush Theatre - Kamloops

## Rates

\*Rates are valid until Aug 31/2011\*

Thank you for your interest in booking the Sagebrush Theatre. When we know more about your show and its particular needs, we will be able to better estimate associated costs. In the meantime, here is a basic listing of rental rates and other associated costs.

The **commercial rate** for up to an 8-hour period is **\$775.00 or 10% of gross ticket sales**, whichever is higher, plus GST. This rate includes a Technical Director for 8 hours, access to all equipment in the theatre (other than as specified below), Guest Services staff (including Guest Services Director, ushers, concessionaires and a parking attendant). The rental period begins when our technicians commence work to prepare for your show and ends when the theatre has been restored to its pre-show condition and our technicians have left the building. Commercial rate for a rehearsal day (no audience, no Guest Services staff required) is \$350.00. Second performance on the same day would be charged at \$450.00 or 10% of gross ticket sales.

For **professional entertainment sponsored by a non-profit society, or amateur entertainment sponsored by a commercial or non-local non-profit**, the rate is **\$550.00 or 8% of gross ticket sales**, whichever is higher, plus GST. This rate includes a Technical Director for 8 hours, access to all equipment in the theatre (other than as specified below), Guest Services staff (including Guest Services Director, ushers, concessionaires and a parking attendant). The rental period begins when our technicians commence work to prepare for your show and ends when the theatre has been restored to its pre-show condition and our technicians have left the building. Rate for a rehearsal day (no audience, no Guest Services staff required) is \$300.00. Second performance on the same day would be charged at \$325.00 or 8% of gross ticket sales.

For **Conventions, Seminars or Meetings**, the rate is **\$525.00 or \$1.50 (plus GST) per occupied seat**, per day, whichever is greater. For convention rehearsal or set-up, rate is \$260.00

For **non-profit societies**, rental rate is **\$375.00 plus GST**. For rehearsal dates, rate is \$175.00.

For **charitable organizations where no admission is being charged**, the rate is **\$90.00/hour** to a maximum of \$375.00 (plus GST). For a rehearsal day, the rate is \$50.00/hour to a maximum of \$180.00 (plus GST).

Please Note: After an 8-hour period, overtime rates will apply on the Technical Director and any additional crew.

## Additional Costs

Some possible additional charges include:

Dance Floor Rental: \$200.00 (includes install and removal, and tape)

Grand Piano Rental: \$35.00

Fog Machine Rental: \$15.00/day

Dance Lighting Hang: \$100.00

For more information about theatre rates, don't hesitate to contact the Facilities Manager, Melissa Thomas at [melissa@westerncanadatheatre.bc.ca](mailto:melissa@westerncanadatheatre.bc.ca) or by phone: (250) 372-3216

All **ticketing** for the Sagebrush Theatre is handled by Kamloops Live! Box Office. You can reach Jan Riggs, Box Office Manager at (250) 374-5483, Monday to Saturday, Noon to 6pm, or by email: [manager@kamloopslive.com](mailto:manager@kamloopslive.com).

## Services

### Ticketing

All ticketing for the Sagebrush Theatre is handled by Kamloops Live! Box Office. You can reach Jan Riggs, Box Office Manager at (250) 374-5483, Monday to Saturday, Noon to 6pm, or by email: [manager@kamloopslive.com](mailto:manager@kamloopslive.com)

**Lobby :**

\$200 per day-up to 8 consecutive hours.

\$65 minimum charge plus \$35 for each additional hour.

\$35 for a reception immediately before or after a performance.

\$90 extra cleaning fee if food is involved.

**Lester Centre - Prince Rupert**



**Rehearsal Room:**

32'-0" x 34'0" Ceiling slopes 8'-0" to 18'-0", Mirrors on one wall, barres on two walls. Sprung corlon covered floor  
\$35.00 Set up charge for meetings, etc.  
\$22.00 per Hour or portion thereof.

**Green Room:**

24'-0" x 30'-0" With refrigerator, microwave, sink, 4 sofas, 3 round tables and 15 chairs  
\$35.00 Set up charge for meetings, etc.  
Evening; \$40 per hour  
Daytime; \$26 per hour

**Scene Shop:**

Evening; \$40 per hour  
Daytime; \$26 per hour

**Convention Rates:**

Ideal for conventions, meetings, seminars, assemblies, forums, etc.  
Rates include facility use and normal sound and/or lighting equipment. Rates do not include anything in the special equipment fees area.  
\$830 per extended day-up to 14 hours.  
\$550 per regular day-up to 8 hours.  
\$375 per half day-up to 5 hours.

**Theatre Rates:**

The following rates include a maximum of 7 consecutive hours of facility use and normal sound and/or lighting equipment for one performance. Rates do not include the rehearsal room, scene shop, or anything in the special equipment fees area.

\$750 or 15% of the gross ticket revenue, whichever is greater, plus technical crew at \$50 per person.

\$850 or 20% of the gross ticket revenue, whichever is greater, when no intermission is scheduled.

\$325 or 15% of the gross ticket revenue, whichever is greater, for each subsequent performance on the same day.

\$70 per hour or portion thereof for additional time-no audience permitted.

\$1.00 per ticket will be collected for the PAC Capital Improvement fund.

<b>Other Services:</b>		
Photocopies	\$0.20 each	
Faxing Local		N/C
Long Distance	\$1.00 per page	
Coffee	\$8.00 per urn	
Beverage service	\$1.50 each	
ADSL		\$25.00

Altman Follow Spots \$50.00 each	16mm Movie Projector \$25.00	35mm Slide Projector \$35.00
Overhead Projector \$25.00	LCD Video Projector \$35.00	Screen \$25.00
Orchestra Pit \$150.00	Choral Risers \$25.00 each	Choral Shell \$50.00
Wireless Microphone \$35.00 each	Guitar Amplifier \$25.00	TV with VCR \$25.00
Grand Piano (Tuning Extra) \$90.00	Upright Piano (Tuning	



1375 Water Street  
Kelowna, BC V1Y 9R3  
250 469-8506  
kelowna.ca/theatre

## Rental Fees

	Discount %	2010	2011	2012
<b>Stage (Performance Days):</b>	0%	\$1,300.00	\$1,350.00	\$1,400.00
The rental rate is either the daily rate listed or 10% of gross ticket sales, whichever is greater, and includes 8 hours of tech time. Additional tech hours are \$35 per hour. All tickets with a value greater than \$10 the ticket buyer will be charged a \$1.25 (inclusive of GST) Capital Improvement Fee. When multiple performances are held on the same day the minimum charged will be 1.5 times the daily rate listed.				
<b>Discounts Available to:</b>				
SD # 23 & equivalent	40%	\$520.00	\$540.00	\$560.00
Kelowna Non-Profit Producers	50%	\$650.00	\$675.00	\$700.00
Kelowna Non-Profit Presenters	70%	\$910.00	\$945.00	\$980.00
<b>Stage (Rehearsal Days):</b>	0	\$260.00	\$270.00	\$280.00
Four hour minimum booking, includes theatre technician for four hours. Extra hours charged at \$35 per hour. Rehearsal Day Rates are only available in preparation for a performance. A maximum of one rehearsal day per performance will be permitted. IE, if there are a total of 3 performances, a maximum of three days will be rented in advance of the rehearsal rate. Rehearsal Day Rates are not available on Fridays, Saturdays or Sundays.				
<b>Rehearsal Room Daily Rates:</b>	0%	\$220.00	\$230.00	\$240.00
Rehearsal Room Rates apply to the rehearsal room only. They do not include additional equipment. The room is not to be used as a performance venue on these dates.				
<b>Rehearsal Room Hourly Rates:</b>	0%	\$55.00	\$57.50	\$60.00
<b>Discounts Available (Daily/Hourly):</b>				
SD # 23 & equivalent	25%	\$95.00 / \$15.75	\$97.50 / \$14.38	\$100.00 / \$15.00
Kelowna Non-Profit Producers	35%	\$77.00 / \$19.25	\$80.50 / \$20.13	\$84.00 / \$21.00
Kelowna Non-Profit Presenters	50%	\$110.00 / \$27.50	\$115.00 / \$28.75	\$120.00 / \$30.00
<b>Black Box Theatre Daily Rates:</b>	0%	\$220.00	\$230.00	\$240.00
The Black Box Rates include lighting equipment, sound equipment, tables, fridge and bar dedicated specifically to the space. Technician fees are not included. If a technician is required, the charge will be based on the union rate. Use of the black box theatre is unsupervised and includes a variety of equipment; therefore it will only be rented as a black box to regular theatre customers and well known clients.				
<b>Lobby Rental Rates:</b>				
Due to the increase in demand for stage rentals, the lobby will no longer be available as a standalone rental room. If it is requested by another city department and is available on short notice it will be rented at a rate of 1.5 times the technician's unionized hourly rate with a minimum rental length of two hours.				
<b>Other Rental Fees:</b>				
Dance floor (includes taping and use for entire performance run)		\$110.00	\$115.00	\$120.00
Dark day rate for stage		\$110.00	\$115.00	\$120.00
9' Yamaha Concert Grand (excludes tuning fee, which is added if required)		\$34.00	\$36.00	\$38.00
Other pianos are included with rental, only tuning costs will be charged (if tuning is requested)				
Extra crew - billed at union rate				
Staff overtime = 1.5 times union rate for first two hours and double time for any additional hours				

# RENTAL RATES – PORT THEATRE - NANAIMO

## SCHEDULE OF FEES AND CHARGES

Call Dee McCuaig, Booking Coordinator, at 250.754.4555 ext. 302 or email [dmccuaig@porttheatre.com](mailto:dmccuaig@porttheatre.com) to hold a date, estimate costs and discuss details.

Theatre rentals include in-house sound & lights, green room & dressing rooms. All rates are subject to HST

Choose your category below for rental costs and information.

### COMMERCIAL RATES FOR TICKETED EVENTS:

One performance

\*the greater of \$1250.00 or 10% of sales net of tax & CDF (Capital Development Fund surcharge)

Additional performance on same day \$700.00 or 10% of sales net of tax & CDF

**Note:**

CDF deducted- \$2.00 per sold ticket for tickets over \$15.00.

CDF deducted - 50 cents for tickets \$15.00 or under.

A non-refundable deposit of \$375.00 (per day booked) is due with signed contract.

Scroll down to view other costs applicable to your event.

### NON-PROFIT RATES FOR COMMUNITY TICKETED EVENTS:

One performance (includes up to 5 hours set up/rehearsal and take down time)

The greater of \$900.00 or 8% of sales net of tax & Capital Development Fund (CDF)

Additional performance same day the greater of \$500 or 8% of sales net of tax & CDF

**Note:**

CDF deducted - \$2.00 per sold ticket for tickets over \$15.00.

CDF deducted - 50 cents for tickets \$15.00 or under.

A non-refundable deposit of \$350.00 (per day booked) is due with signed contract.

Scroll down to view other costs applicable to your event.

**Rehearsals & Technical Set-up:** (time used over the 5 hour block mentioned above)

Daytime - up to 5 hour period \$250.00

6 p.m. to 12 a.m. (prime time) \$500.00

Daytime & evening use - 8 a.m. to 11 p.m. \$900.00

### Commercial Non- Ticketed events

Day & Evening: 8 a.m. - 11 p.m. \$1,500.00 (plus \$2 CDF per attendee)

9 hour use: \$1,200.00 (plus \$2 CDF per attendee)

5 hour use: daytime only \$900.00 (plus \$2 CDF per attendee)

A non-refundable deposit for full rental amount is due with your signed contract.

### Non-Profit/Community Rates for Non-Ticketed Events

Day & Evening: 8 a.m. - 11 p.m.- \$1,150.00 (plus \$1 CDF per attendee)  
9 hour use: \$800.00 (plus \$1 CDF per attendee)  
5 hour use: daytime only: \$550.00 (plus \$1.00 CDF per attendee)

#### **OVERVIEW OF OTHER POSSIBLE COSTS per performance:**

- Technicians (required- minimum three crew- sound, lights and stage). Minimum 4 hour call and additional personnel are negotiated as required. Double time and half charged for crew working on Statutory Holidays
- Event Liability Insurance (required)
- Credit Card charges (3% of ticket sales purchased with credit card)
- Ticket Centre Fee for ticketed events - Commercial - \$375, Community - \$275
- (House Management Fee (required- Commercial- \$200, Community- \$50)
- Merchandise Commission 15% if we sell for you, 10% if you provide seller
- Equipment rentals - at cost plus 10% admin
- Spotlight rental - Commercial- \$50 per spot, Community- \$25 per spot
- Security for rock concerts/high risk events (crewing is dependant on audience size & risk)
- Steinway piano and tuning - Commercial rental- \$125, Community- no charge. Tuning at current rate approx. \$135
- Janitorial fee for special events
- Socan Fee for music used - Tariff dependant on type of show
- Printing complimentary & \*consignment tickets (25 cents per ticket - up to 20% of venue capacity)

**DARK DAYS:** (unused day in middle of a multiple booking)  
\$400.00 per dark day vs. option of move out to accommodate another client.

#### **COMPLIMENTARY SERVICES for our Rental Clients**

##### **Promotion & Marketing:**

- Provide a hi-rez image and 80 - 100 word description about your event or a press release. We will post your event on [www.porttheatre.com](http://www.porttheatre.com) when your event goes on sale. We will also link back to your website, artist links and your sponsor links.
- Vancouver Island Media, Port Theatre Members & past ticket buyers are e-mailed your event listing
- Your event is listed in our "Calendar of Events" which is inserted in our outgoing Ticket Centre mail, distributed via the Welcome Wagon to Nanaimo newcomers and is available for pick up at the Ticket Centre.
- A promotional flyer/handbill can be inserted in our outgoing Ticket Centre mail. (we limit the # of flyers inserted)
- Racking your event handbill in our brochure rack in front of the Ticket Centre.
- Up to three posters can be displayed in our Lobby.

#### **FREE MARKETING CONSULTATION**

All rental clients are encouraged to take advantage of our expertise in guiding you to the best ad placement for this region, the contacts that will benefit your ticket sales and a list of local Vancouver Island media all at no cost.

**Marketing assistance contact:** Dee McCuaig, Booking Coordinator at 1.250.754.4555 ext. 302 or [dmccuaig@porttheatre.com](mailto:dmccuaig@porttheatre.com)

#### **POSTER DISTRIBUTION**

Our distributor can take up to 130 posters to distribute in the Nanaimo area for a charge of \$1.25 per poster. Subject to availability, we can also distribute and additional 50 posters to the Parksville/Qualicum area for a charge of \$1.50 per poster. Distribution is generally six weeks out from your event. Cost is added to your show settlement invoice.

#### **MAIN AUDITORIUM FEATURES:**

Schick Shiner And Associates

Cultural Facility Planning Design And Management Consultants

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- 804 seats in total (604 on the main level and 200 in the balcony). Excellent viewing from all seats.
- 28 seating areas accessible without stairs
- Maple panels and cement walls enhance acoustics.
- The first two rows of seats sit on the orchestra lift. With the push of a button the lift goes down, the seats are removed and there is room for up to 34 musicians in the orchestra pit.
- The lift can be placed at stage level creating a thrust stage out into the audience chamber.
- The sprung stage floor is built to withstand many tons of rolling scenery and yet is soft enough for dancers
- The theatre has 48 line-sets for stage draperies, lights and scenery.
- The deep stage allows lots of room for performers and sets.
- Stage proscenium arch is adjustable: from 42 to 48 feet wide.
- Minimum of 12 computerized pieces of equipment to operate lighting & audio systems.

#### **BACKSTAGE FEATURES:**

- Four dressing rooms.
- Greenroom, Artist Lounge where lunch and dinner is served to performers and technical crews.
- Loading Dock/Receiving Area: The loading dock can hold two 48' semi trailer trucks for loading and unloading scenery, props, costumes and sound gear. This area is level with the stage and lobby for ease and efficiency.

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The Royal & McPherson Theatres Society  
625 Fisgard Street, Victoria, BC, V8W 1R7, Canada  
Phone: 250-361-0800

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RENTAL INFORMATION - McPHERSON PLAYHOUSE

EFFECTIVE JANUARY 1, 2013

Rental rates for the McPherson Playhouse and the Royal Theatre are based on three areas of cost: building rent, labour and box office charges.

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BUILDING RATES

McPherson Playhouse

Performance (6 hour time block) - whichever is greater:

Full-house - 772 \$ 960.00 vs. 10% of gross gate-seats:  
*Capped @ \$3500.00*

Main floor - 385 \$ 685.00 vs. 10% of gross gate seats:

Technical/rehear

sal times: \$ 96.00 per hour

Performance day: \$ 960.00 vs. \$ 96.00 per hour,

Non-performance whichever is greater day:

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LABOUR RATES

The licensee will pay all labour charges. The Royal & McPherson Theatres Society stage crew and front-of-house staff are governed by I.A.T.S.E. Local 168, Vancouver Island. Staff requirements will be determined and scheduled by the Royal & McPherson Theatres Society. Labour will be charged as per the collective agreement at the time of occupancy. Minimum four hour call. **Below are the rates for 2013.**

<u>Stage Crew</u>		<u>Front of House Staff</u>	
Crew	\$48.4	Manager/Supe	\$45.9
Chief/Department	5	rvisor	0
Head:	36.05	Usher:	20.85
Assistant Sound &	35.05	Merchandiser	20.85
Wardrobe:	32.00	:	
Operator:	30.65		
Loader:			
Grip:			



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BOX OFFICE CHARGES

A transaction service charge will be added to the face price of each ticket. This charge covers the cost of Building Improvement Fund contributions, ticket stock, and ticket handling. This service charge is based on the highest adult ticket price. The transaction service charge will be applied as follows:

**Tickets valued at \$21.75 and less: \$3.00 will be added to the base price of the ticket.**

**Tickets valued at \$22.00 to \$49.75: \$7.00 will be added to the base price of the ticket.**

**Tickets valued at \$50.00 to \$99.75: \$7.50 will be added to the base price of the ticket.**

**Tickets valued at \$100.00 and more: \$8.50 will be added to the base price of the ticket.**

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NON-PROFIT RATES

The following rates will be applied to local non-profit organizations that supply the Royal & McPherson Theatres Society with a copy of their Certificate of Incorporation under the B.C. Society Act. Organizations must be located within the geographic perimeters of the Capital Regional District.

McPherson Playhouse

Performance - 6 hour time block:

Full-house - 772 \$ 935.00

seats:

Main floor - 385 \$ 655.00

seats:

Technical/rehear

sal times: \$ 49.00 per hour

Performance day: \$ 490.00 vs. \$ 49.00 per hour,

Non-performance whichever is greater

day:

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EDUCATION RATES

The Education rate structure is defined as any registered publicly or privately operated educational organization that operates within the geographic perimeters of the Capital Regional District. This category allows for a full day rate on performance days up to a sixteen hour working period.

McPherson Playhouse

Performance:

Full-house - 772 \$ 765.00 flat

seats:

Main floor - 385 \$ 580.00 flat

seats:

Non-performance \$ 420.00 per unit minimum

day: \$ 49.00 per hour (when

Production calculated over the

Overtime Hours: \$ 420.00 minimum)

# Appendix C

## Pro Forma Rental Rate Policies

**The following are pro forma rental policies for the theatre:**

**Rental Rates:**

- Rates are based on a flat fee against a percentage of gross box office revenue which ever is greater
- Flat fee for non-ticketed events and spaces (such as the lobby) which do not have a performance
- Reduced rate for setup days
- The theatre management has the authority to negotiate special rates as required

**Included in the rental fee:**

- FOH manager
- box office staff
- bar and concession
- one theatre technician for 8 hours (cost charged back after 8 hours)
- all theatre equipment that is normally in the venue
- inclusion in the general marketing and “what on” list for the facility
- custodial (for normal working hours)
- box office fees and charges as detailed below

**Not included in the rental fee:**

- all events must use the theatre box office or hard copy tickets printed by the box office
- extra theatre technical staff (it usually takes 3 techs to run a performance)
- piano tuning
- some consumables (fog juice, colour)

- equipment and goods rented or purchased on behalf of the renter (prior approval required)
- SOCAN fees

### **Ticketing and Box Office**

- Tickets sold through the box office computer network and on line
  - selling fee of 3% of the gross box office sales
  - credit card fee of 2.5% of actual credit card sales
  - facility fee of \$2.00 ticket – paid by the ticket purchaser
- Tickets sold by the renter
  - ticket printing fee \$100
  - hard copy tickets sold by the box office - \$2.00/ticket

### **Tentative Booking Procedures**

- Tentative bookings will be held without a deposit until another request for the same space is received
- At the time of the 2nd request the 1st tentative booking will be notified and given 72 hours (three business days) to confirm or cancel the booking
- Confirmation will require a signed contract and a 25% non-refundable deposit of the space rental only
- When a “second hold” obtains a space under this procedure, they will be required to sign the contract agreement and pay the 25% non-refundable deposit
- Payment of the 25% non-refundable deposit shall be received within 72 hours (three business days) of agreeing to pay the deposit
- All bookings will be based on appropriate Space Allocation Policies

### **Payment**

- Payment is accepted by cash, debit card, cheque made payable to the Society, Visa and MasterCard or in the case of theatre bookings will be taken from the box office

receipts

- The Society reserves the right to limit the amount payable on credit cards
- If the licensee neglects to sign the contract agreement or pay the full facility rental, the licensee may be denied access to the facility
- Interest on outstanding invoices will be charged at 1.5% net thirty days, compounded monthly. (18% per annum)

### **Liability Insurance**

- All user groups are required to hold liability insurance of \$3,000,000.00 with the Town of Maple Creek and the Society as an additional named insured on the policy. Private meetings and functions will not be required to provide insurance. It is possible that the Society could make arrangements for this insurance with a local insurance broker which the renter could contact directly.

### **Annual Special Events**

Includes all special events that are re-occurring on an annual or bi-annual basis and that require a tentative hold of their consistent annual calendar dates into the future. In order to become an annual special event, customers must request in writing that their event be classified as an “Annual Special Event” and pay the deposits as required. Annual dates will be held for up to five years in advance at any given time. Cancelled dates will be subject to a non-refundable deposit if cancelled within 11 months. Two consecutive cancellations will result in a loss of annual user status.

# Appendix D

## Pro Forma Rental Agreement

# Pro Forma

## License Agreement

NO. \_\_\_\_\_

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

### BETWEEN

ABC Theatre Society

(hereafter called the "Theatre")

### AND

(hereafter called the "Licensee")

**WHEREAS** the ABC Theatre Society Operates the Theatre Hereafter called the "Facility ";

**AND WHEREAS** the Licensee wishes the use the Facility for the purposes described hereafter;

**AND WHEREAS** the parties hereto covenant and agree as follows:

1. The Theatre hereby allows the Licensee to use the \_\_\_\_\_ of the Facility for the purpose of a \_\_\_\_\_ on \_\_\_\_\_(day) \_\_\_\_\_(month) \_\_\_\_\_ (date) \_\_\_\_\_(year) on the terms and conditions herein set forth and in the attached addendum(s) hereafter called "The Agreement) and the facility shall be used for no other purpose without written consent of the Theatre and the Agreement shall be carried out in a lawful, proper and orderly manner.
2. The Licensee agrees:
  - 2.1. To pay to the Theatre a basic rent of \_\_\_\_\_;
  - 2.2. or \_\_\_% of the Gross Revenue, whichever is greater;
  - 2.3. To pay a deposit of \_\_\_\_\_ to be received by the Theatre together with this agreement duly executed before \_\_\_\_\_hrs of \_\_\_\_\_, 200\_\_.



- 2.4. To pay the balance of applicable charges due on receipt of invoice. 20% per annum compounded monthly at 2% charged on over due accounts.
  - 2.5. That if at the request of the Licensee, the Theatre agrees to furnish or supply any services, accommodations, equipment or material beyond ordinary auditorium lighting, heating and air conditioning, then the Licensee shall, at the discretion of the Theatre, either:
    - 2.5.1. Pay for such services, accommodation, equipment or material forthwith upon the furnishing or supplying of same, or
    - 2.5.2. Pay for such services, accommodations, equipment or material by a draw upon the box office receipts, hereby authorized by the Licensee, or
    - 2.5.3. Pay for such services, accommodations, equipment and material in any other manner prescribed by the Theatre;
  - 2.6. To pay for all stage work charges in accordance with the terms of the Agreement;
  - 2.7. That all cash receipts in the Theatre box office shall be retained by or delivered to the Theatre at the end of each performance and remain in the Theatre's possession and control until such time as all rental and other charges payable hereunder have been paid in full;
  - 2.8. That upon default or failure of the Licensee to pay the rental and other charges payable hereunder as and when required, or to perform and observe the terms of this Agreement, the Theatre shall be entitled to determine the License hereby granted without prejudice to the rights and claims of the Theatre in respect to any monies due to the Theatre or in respect of any other breach of this Agreement whereupon all rights of the Licensee under this Agreement shall cease and Theatre shall be entitled to retain all sums of money paid under this Agreement;
  - 2.9. To pay all monies payable hereunder to the Theatre in Canadian funds by cash or certified cheque.
3. The Licensee agrees:
    - 3.1. Except as specifically provided herein, the above basic rent and all other applicable charges hereunder shall be payable whether or not the Licensee shall actually use the Facility;
    - 3.2. The Licensee may cancel the Engagement with the consent of the Theatre upon the provision of written notice to the Theatre at any time up to seven (7) days before the

start of the Engagement, provided however, that in the event of such cancellation the Licensee shall forfeit its deposit as liquidated damages and the Licensee shall, in addition, pay for all applicable charges and reimburse the Theatre for all expenses that the Theatre has incurred on behalf of or at the request of the Licensee;

3.3. Should the Licensee notify the Theatre of its desire to cancel its engagement less than seven (7) days before the start of the Engagement, and should the Theatre secure another Licensee satisfactory to the Theatre for the use of this Facility for the period of the Engagement covered by this Agreement, the Theatre being under no obligation to seek such a Licensee, and should a new Agreement be entered into with that Licensee, then the Licensee hereunder agrees to pay to the Theatre the sum of One Hundred (\$100.00) dollars, or the amount of the deposit, whichever is greater as liquidated damages;

3.4. If for any reason the Licensee refuses or is unable to perform the Engagement under the terms of this Agreement, any refund of advance box office receipts to the public shall be at the sole discretion of the Theatre; and

3.5. In the event that the Facility or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike or unforeseen occurrence shall render the fulfillment of this License by the Theatre impossible, then the Licensee may forthwith cancel this Agreement and the Licensee shall pay such amounts as may be payable as aforesaid for the use of the Facility only up to the time of such termination, and in such event the Theatre shall not be liable to the Licensee for any damages suffered as a result of such cancellation.

#### 4. The Theatre Agrees:

4.1. The Theatre shall provide ordinary auditorium lighting, heating and air conditioning, subject to unavoidable equipment breakdown, at no additional charge;

4.2. The Theatre shall make and maintain such modifications and installations in and about the Facility as will ensure compliance with all relevant statutory provisions and regulations made hereunder applicable to the occupation and management of offices and theatre;

4.3. The Theatre will provide the Facility to the Licensee in a clean and sanitary condition.

5. The Theatre reserves the absolute right to refuse, prohibit or reject any show, exhibit, activity or part thereof, including without limitation, any person, song, speech, dialogue, costume, article, conduct, printed matter, catalogue, or souvenir that in its sole opinion may offend the moral standards from time to time of the citizens of ?????????, or may be considered indecorous or improper and not suitable to and in keeping with the character of the Facility as a first class theatre.

6. The Licensee agrees:

6.1. The Licensee acknowledges that it has inspected the Facility and accepts the Facility in its current state and condition for the Licensee's purpose;

6.2. The Licensee shall keep and maintain the Facility in a clean and sanitary condition at all times;

6.3. All stage work shall be done at the Licensee's expense by the employees of the Theatre for whom the Licensee shall pay applicable charges in accordance with the Theatre's schedule of rates in effect as of the date on which the work is performed. Specific changes and other arrangements for the work shall form an addendum to this Agreement.

6.4. The Licensee shall not install any wires, electrical appliances, plumbing fixtures or pipes in the Facility nor drive or place in any part of the Facility, nails, tacks, or screws of any kind;

6.5. No decorations, signs, advertisements, show bills, lithographs, posters or cards of any description shall be placed in or fixed to any part of the Facility without the consent of the Theatre and the method of placing or fixing such materials shall be as directed by the Theatre;

6.6. The Licensee shall not change or place any additional locks on the doors of the Facility or on any cabinet or the like owned or operated by the Theatre;

6.7. The Licensee shall not put up or operate any engine, boiler, motor, stove or machinery in the Facility nor use any liquid or solid substance of an explosive or highly inflammable nature, including, but not limited to camphene, kerosene, naphtha or gasoline, for either mechanical or other purposes, nor use anything other than electricity to illuminate the Facility without consent of the Theatre;

6.8. The Licensee shall not stage any act or performance in which fire or flame is involved without the written consent of the Fire Department and the Theatre;

7. Tickets: All tickets for admission to any activity in the Facility shall be printed and sold by the Theatre as agent for the Licensee at the Licensee's expense. Specific charges and other arrangements for this service shall form an addendum to the Agreement.

8. Concessions, Bar and Broadcast:

8.1. The Theatre reserves the right to sell and retain the revenue from the sale of merchandise including, but not limited to, librettos, souvenir programs, postcards,

bouquets and refreshments including alcoholic beverages; to rent opera glasses and other articles, to conduct a check room, to control printing and distribution of programs and other privileges, to take photographs for its own records and to distribute to the audience announcements and literature concerning all future attractions to be held in the Facility and the Licensee shall not engage in any of the aforesaid activities or distribute any of the aforesaid announcements or literature without the written consent of the Theatre.

8.2. The Licensee shall not sell, give away or service or allow cigarettes, cigars, tobaccos, beverages, food, gum or refreshments of any kind to be sold, distributed, or served in the Facility without the consent of the Theatre;

8.3. The Theatre shall have and retain the sole and exclusive right to operate all concessions in or on the Facility for the purpose of selling refreshments, including the right to sell liquor, and shall have the sole and exclusive photography, radio, television, and recording rights with respect to the Facility by the Licensee;

8.4. The Licensee shall not broadcast any performance, lecture, concert or public or private meeting by radio or television, nor shall the Licensee suffer to permit reproduction of any nature, whether by radio, television, filming, photographing videotaping or sound recording, or otherwise howsoever, without the written consent of the Theatre.

9. The Licensee agrees:

9.1. To conduct its activities in the Facility so as not to endanger any person lawfully therein and to exercise good care in the use of the Facility and equipment;

9.2. To ensure that all the Licensee's employees, representatives and agents behave in a businesslike and orderly manner;

9.3. To pay all salaries, wages, fees and commissions of all personnel employed by it, all royalties, authors, publishers, and composers fees, including **SOCAN** which may become payable as a result of the Engagement, as well as all assessments or taxes lawfully imposed by any government or authority;

9.4. That the Licensee shall not carry on or do anything or suffer or permit the carrying on or doing of anything in or upon the Facility which may render any increase or extra premium payable for the insurance of the Facility or which may make void or voidable any policy of such insurance;

9.5. To indemnify and save harmless the Theatre against any and all claims for injury to person or property including claims of employees, agents, patrons, guests, representatives, contractors or subcontractors of the Licensee, arising out of the

activities conducted by the Licensee, its agents, employees, patrons, or guests and the Licensee agrees to carry adequate public liability and property damage insurance to cover such risk and at the request of the Theatre the Licensee shall furnish evidence of such insurance.

- 9.6. To indemnify and save harmless the Theatre from all costs, loss, damages, compensation and expenses suffered by the Theatre including riot damage and sustained or caused by the Licensee's occupation of the premises and from all claims and demands against the Theatre on account of or in respect of the Facility or such occupation thereof.
- 9.7. To keep the Theatre indemnified at all times in respect of all actions, proceedings, claims, demands and expenses whatsoever which may be made or brought against or suffered or incurred by the Theatre on the ground that any performance, play, concert, musical, broadcast, telecast, meeting, lecture or other event conducted by the Licensee in the Facility is in infringement of any rights of any other person, or is defamatory, controversial, slanderous, libelous or in infringement of any copyright or the like in connection with any such engagement or event of any kind or reproduction thereof in whole or in part.
- 9.8. That the Theatre shall not be responsible for any loss or damage, or injury that may happen to or be suffered by the Licensee or its agents, servants or properly from any cause whatsoever prior to, during or subsequent to the period covered by this Licensee and the Licensee hereby expressly releases the Theatre from and agrees to indemnify it against any and all claims for such loss, damage or injury. In particular, but without limiting the generality of the foregoing, the Theatre shall not be responsible for the loss or theft of property belonging to the Licensee or its agents, servants, patrons, guests or employees.
- 9.9. That the Theatre shall not be liable to the Licensee for the loss of any money collected on behalf of the Licensee.
- 9.10. If, during the period of this License, the Facility or any portion thereof shall be damaged by the act, default or negligence of the Licensee or of the Licensee's agents, employees, contractors, patrons or guests, the Licensee shall pay to the Theatre upon demand such sum as shall be necessary to repair such damage.
- 9.11. The Licensee shall strictly observe, obey and perform all statutes, by-laws and statutory regulations relating to the Facility or to its use and, without limiting the generality of the foregoing, the Licensee shall obey all by-laws, statutes and regulations relating to fire prevention which are applicable to the Facility;
- 9.12. The Licensee shall comply at its own expense with all laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial,

municipal and other authorities, and shall obtain and pay for all necessary permits and licenses and will indemnify and save harmless the Theatre from and against all manner of actions, or causes of actions, damages, loss, costs or expenses which the Theatre may incur or sustain or be put to by reason of any neglect of the same or non-compliance therewith, and the Licensee shall, at the request of the Theatre provide proof that all permits and licenses have been acquired;

9.13. Any and all taxes imposed by federal, provincial, municipal or other authorities on admissions to the premises whether to be paid by the public or the Licensee may be paid by the Theatre to the proper authorities out of box office receipts, if any, without the Theatre becoming liable for the payment of same.

10. The Licensee shall remove all goods and chattels other than goods and chattels belonging to the Theatre, brought into the Facility by the Licensee, its agents, employees, or contractors on or before the termination or determination of this License and if the Licensee fails to do so, the Theatre may remove and store such goods and chattels at the expense of the Licensee without being liable to the Licensee for any damage to or loss of the goods or chattels during such removal or storage and may, unless the cost of such removal and storage is met in full by the Licensee within thirty (30) days, sell such goods and chattels by auction or by private sale and at such price as the Theatre deems appropriate, retaining from the proceeds the costs of removal, storage and sales and remitting the balance, if any, to the Licensee, and if there is a deficiency, the Licensee shall be liable to the Theatre for payment thereof.

## 11. Miscellaneous

11.1. The Theatre, its agents and employees, shall have the right to enter the Facility or any part thereof at all reasonable hours to make repairs, alterations, or additions or for any other purpose which it shall deem necessary for the safety, preservation or improvement of the Facility and the Theatre, its agents and employees shall be allowed to take any material into the Facility that may be required to make such repairs, alterations or additions without being liable to pay any compensation or damages to the Licensee.

11.2. In the event of fire or other catastrophe or threat of same, the Theatre may cause the evacuation of the Facility without liability to the Licensee for damage caused by the evacuation;

11.3. If the Licensee is in breach of any covenant contained therein the Theatre may verbally or in writing cancel the Agreement without notice or warning and thereafter enter upon and take possession of the premises and eject the Licensee from the Facility, but notwithstanding such cancellation, the Licensee shall remain liable to the Theatre for payment of all monies owing at the time of the cancellation;

- 11.4. The Licensee shall, upon expiration of the period of this License leave the Facility in the same state and condition as at the commencement of the engagement.
12. The following seats in the Theatre are reserved exclusively for the use of the Theatre and not included in this License: ?????????????????????????????????
13. The Licensee shall not suffer or permit smoking in any part of the Facility and shall not suffer or permit the transportation or consumption of alcohol or illegal drugs into or within the Facility at any time.
14. The Licensee shall not use or permit the Facility to be used for sleeping or lodging purposes.
15. The Licensee shall not bring or keep any animal or animals in the Facility or allow the same to be brought or kept in the Facility without the written consent of the Theatre. In the event that the Theatre consents to the presence and use of an animal or animals in the Facility the same shall be brought and kept therein only when required for a performance and then only during the hours when the performance and rehearsals are in actual progress.
16. The licensee shall not erect any stand, platform, railing or other structure in the Facility unless a plan or description thereof has been filed with Theatre and such plan or description has been approved by the Theatre in writing.
17. Theatre Seating:
  - 17.1. The Licensee shall not admit to the Facility a larger number of persons than the seating capacity thereof will accommodate or can safely and freely move about in the Facility and the decision of the Theatre in this respect shall be final;
  - 17.2. The Licensee will permit no chair or moveable seat to be or remain in the passageways and will keep all passageways clear at all times and shall not add or remove seats from the Facility without the consent of the Theatre.
  - 17.3. No portion of the sidewalks, entries, passageways, vestibules, halls, elevators or stairways of the Facility shall be obstructed by the Licensee or used for any purpose other than ingress to and exit from the Facility.
18. Any public performance lasting one hour and thirty minutes or more shall be so staged as to provide at least one intermission of at least twenty minutes duration.
19. Theatre Identification:
  - 19.1. The Licensee shall not have the right to use the name "ABC Performing Arts Centre"

or any derivative thereof without the written consent of the Theatre except for the purpose of identifying the location where the Engagement shall take place.

19.2. The Licensee shall not have the right to use the Theatre logo which is a registered trademark, or photographs or facsimiles thereof or of the Facility.

20. The Licensee shall not tolerate any violence on the part of any person taking part in any Engagement in the Facility, and the Theatre may at any time eject from the Facility any person or persons who in the opinion of the Theatre is or are creating a disturbance or behaving in an objectionable or improper manner and the Licensee hereby waives any right and all claims for damages or compensation by reason of the Theatre exercising this right.

21. The Licensee may not assign any of the rights granted to it by this Agreement nor sublet or grant sublicences in respect of the Facility or any part thereof.

22. In this Agreement any reference to the singular includes the plural and reference to the masculine gender includes the feminine and neuter genders and vice versa.

23. This Agreement shall be entered into for the benefit of and shall be binding upon the Theatre and the Licensee and their respective heirs, executor, administrators, successors and (to the extent permitted hereunder) assigns

24. No modification to amendments to this Agreement shall be binding unless made in writing and signed or initialed by the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day and in the year first above written.

**For the ABC Theatre Society:**

\_\_\_\_\_  
(By Authorized Signatory)

Date: \_\_\_\_\_

**For the \_\_\_\_\_:**

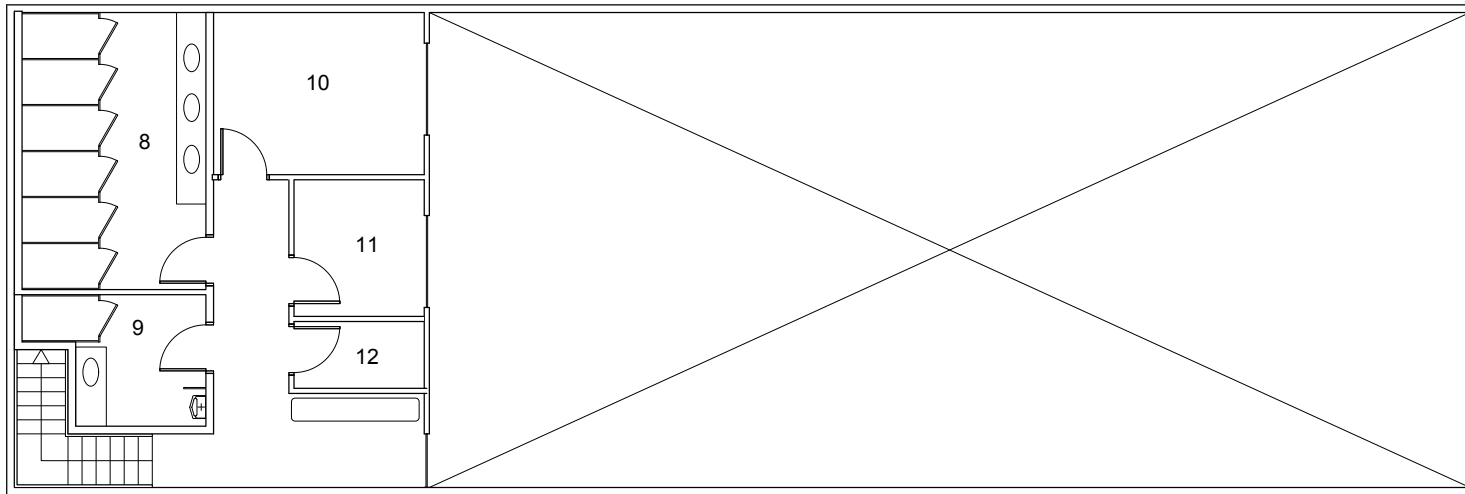
\_\_\_\_\_  
(By Authorized Signatory)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)



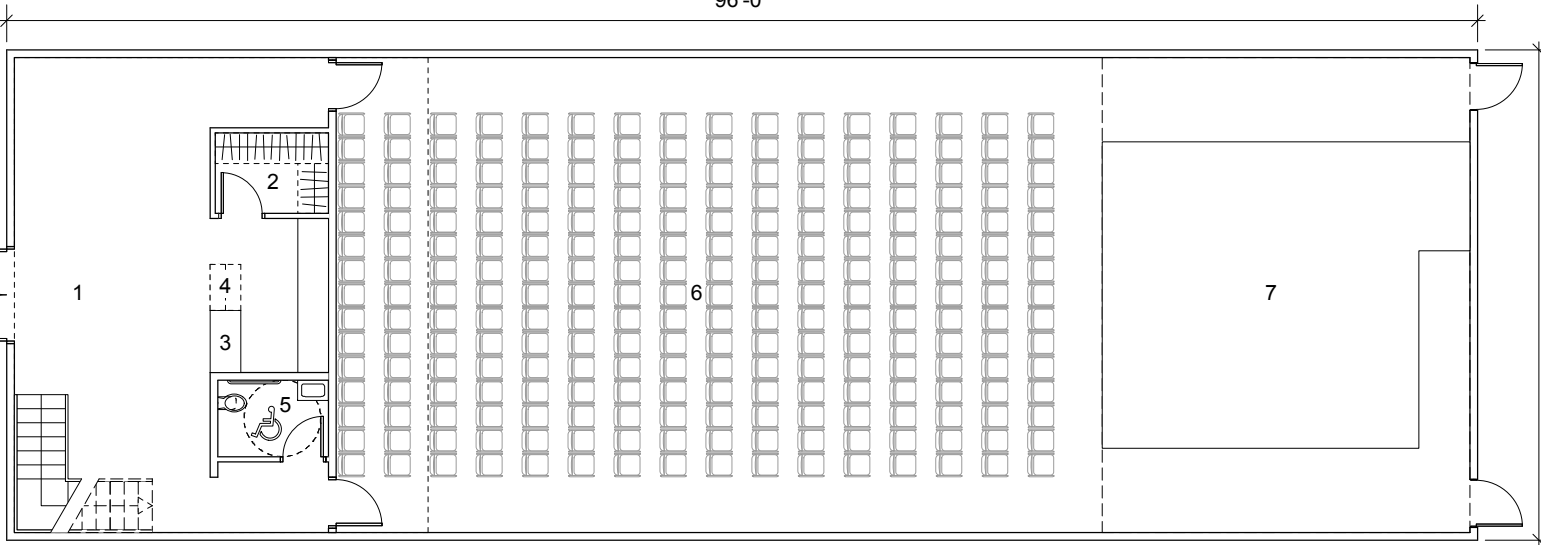
# Possible Schematic Layout



1 MEZZANINE  
1:100

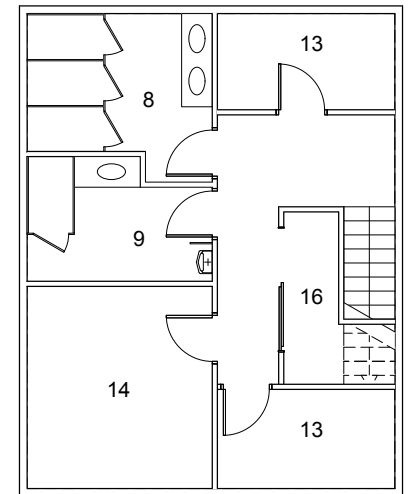
- 1 LOBBY
- 2 COAT CHECK
- 3 BOX OFFICE
- 4 BAR (PORTABLE)
- 5 BARRIER FREE W.C.
- 6 MOVEABLE SEATING (240 SEATS)
- 7 STAGE
- 8 WOMEN'S WC
- 9 MEN'S WC
- 10 MANAGER'S OFFICE
- 11 CONTROL ROOM
- 12 DIMMER ROOM
- 13 CHANGE ROOM
- 14 GREEN ROOM
- 15 STORAGE

96'-0"



2 MAIN FLOOR PLAN  
1:100

32'-0"



3 BASEMENT PLAN  
1:100

# MAPLE CREEK THEATRE - SCHEMATIC LAYOUT

2015.06.22