

File No. 04-1000-20-2014-303

January 20, 2015

s.22(1)

Dear s.22(1):

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request received on September 24, 2014 for:

The contract with the David Suzuki Foundation and its agents, representatives or subsidiaries for the use of the Orpheum Theatre for the Nov. 9, 2014 Blue Dot Tour/An Evening with David Suzuki.

All responsive records are attached.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2014-303); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information
City Clerk's Department, City of Vancouver

Encl.

:kt

July 21, 2014

Tovah Paglaro
David Suzuki Foundation
219-2211 West 4th Avenue
Vancouver, BC V6K 4S2

Dear Tovah Paglaro:

Thank you for booking with the Vancouver Civic Theatres. We enclose your Theatre License Agreement No. 11072 for the rental of the **Orpheum** on November 09, 2014. Please make careful note of the following:

BAN ON SMOKING HEALTH BY-LAW: Please note that smoking is not permitted inside the Orpheum. This includes back of house (dressing rooms, green rooms, production offices, rehearsal hall), lobbies, reception spaces, and auditorium chamber as stated in the City of Vancouver Health By-Law No. 9535 Section 2.3.

Please forward this to the performers and crew of your event.

SIGNATURE REQUIRED: Please sign and return to us the enclosed License Agreement. A fully signed copy will be returned to you for your records.

ADDITIONAL STAGE USE: You are allowed up to five hours of stage use for set-up and rehearsal at no additional rental cost. Should you require more time for this purpose, the additional rental charge is \$505.00 per hour.

STAFF AND CREW: ; Our theatre rental includes provision of ticket takers and ushering staff within your rental window. We also provide and pay for the services of a Stage Carpenter and/or Lighting Console Operator for eight hours per day, with any overtime chargeable to you. All other stage crew, as required (sound, props, spot operators, etc.) will be at your expense. Their current rate of pay is \$52.00 per hour (gross cost) per person (time and a half on Sunday; double time on Statutory Holidays) with a four-hour minimum applying. This includes the employer's portion of Employment Insurance, Canada Pension, Work Safe BC, Administration Fees, etc. A separate invoice covering the stage crew wages will be submitted to you and will be payable to I.A.T.S.E., Local 118, Trust Account.

FIRST AID ATTENDANT: Please be aware that Work Safe BC Board regulations require the presence of a Level II Occupational First Aid Attendant whenever the workforce in the theatre exceeds 50 people. Vancouver Civic Theatres provides an attendant during performance rental hours at no additional charge. If an attendant is required during set up and rehearsal times please advise Vancouver Civic Theatres who are required to hire the attendant on your behalf. If an artist rider requires first aid attendants for patron care, Vancouver Civic Theatres is required to hire the attendants on your behalf. The current rate for Level II First Aid Attendants is \$30.00 per hour plus 5% GST. A four hour minimum is applicable.

SURCHARGE: There is a Vancouver Civic Theatres' capital improvements surcharge of \$2.75 per ticket sold, which must be remitted to us on or before the event date. The surcharge is normally not included in the ticket price. This surcharge does not apply where admission prices are \$20.00 or less. When Ticketmaster sells your tickets, they automatically remit this to us; otherwise, it is your responsibility. All tickets must bear a printed price and "complimentary" and "free" tickets must be printed or stamped accordingly. The number of complimentary tickets exempt from the surcharge is limited to 10% of the total tickets sold. The surcharge will apply to tickets printed with no printed price or without a "complimentary" stamp and to any complimentary tickets in excess of 10%.

INSURANCE: The Certificate of Public Liability and Property Damage Insurance (attached as Appendix A), for a minimum of Five Million Dollars (\$5,000,000.00) per event, must be returned with the contract. The insurance required will be taken out at the sole expense of the Licensee. The insurance must include a cross liability clause with respect to this rental and designate the City of Vancouver as the "Additional Insured". Insurance coverage can be arranged through our office.

MERCHANDISING: Approved lobby sales require payment to us of 15% of net sales for cd/dvds/commercially available book sales (excluding proprietary publications and souvenir programs which are 20%) and 20% of net sales for merchandise payable on the day of the performance. For your information, Civic Theatres operates specialized concessions at events, such as binocular rentals, merchandising kiosks, etc., and all food and beverages.

SOCAN: Please note that a percentage of gross receipts of ticket sales is payable, when applicable, to the Society of Composers, Authors and Music Publishers of Canada. It is your responsibility to see that these fees are paid.

RE: SOUND: Please note that a percentage of gross receipts of ticket sales is payable, when applicable, to RE: SOUND. It is your responsibility to see that these fees are paid.

SERVICES AND RECEPTIONS: Coat check, refreshments and bar concessions are handled by the theatre. Certain areas in our venues are available for private parties or receptions before and after the performance and during intermission. Our experienced staff will be pleased to assist you in planning and organizing for groups of 25 to 2,500 (see Schedule of Rates).

PROMOTIONAL MATERIAL: If available, please provide handbills and posters (at least five posters to a maximum size of 30" high x 18" wide) for display in our theatre lobbies, space permitting. Any additional lobby displays must have our prior approval and may be subject to our exhibit charges (see Schedule of Rates).

ADVERTISING : Your event will be advertised on our web site, the electronic messaging board and in our twice-monthly event listings in the *Georgia Straight*.

All fees are subject to Goods and Services Tax.

We look forward to assisting you in making this event a great success. Please do not hesitate to contact me or my staff should you have any questions or concerns.

Sincerely yours,

VANCOUVER CIVIC THEATRES

PER 
Sandra Gajic
Director

THIS AGREEMENT made and entered into July 21, 2014 between the **CITY OF VANCOUVER** (hereinafter called "the CITY"), and **David Suzuki Foundation** (hereinafter called "the Licensee") 219-2211 West 4th Avenue, Vancouver, BC, V6K 4S2 WHEREBY it is agreed as follows:

1. **THE CITY AGREES**

To allow the Licensee to use the **Orpheum** - auditorium, stage, dressing rooms, projection and spot rooms, sound room, visiting production office and lobbies (hereinafter called "the premises"), of the theatre owned by the City situate at 865 Seymour Street in the City of Vancouver, in the Province of British Columbia as per Schedule A (Bookings section) for the purpose of **The Blue Dot Tour with David Suzuki and Friends** and shall be used for no other purpose without the written consent of the Director of the theatre (hereinafter called "the Director").

2. The City agrees to provide the services of a stage carpenter, a lighting console operator and, at the discretion of the Director, a sound technician or any of them if required during the periods specified in Clause (1) and for the purpose of moving in and on-stage rehearsals. Provided, however, that the Licensee shall pay for all time worked in excess of 8 hours in any one day by the stage carpenter and lighting console operator, or either of them, and that the licensee shall pay for all time worked by the sound technician, for the purposes aforesaid, upon a receipt of an account therefor from the City. The rate of wages to be paid hereunder shall be that payable by the City according to the collective agreement in effect between the City and the International Alliance of Theatrical Stage Employees and Motion Picture Operators of the United States and Canada, Local 118, from time to time. The payment of wages of all other stage hands shall be as provided in Clause 19 of this agreement.

3. **THE LICENSEE AGREES:**

- a) To pay all monies payable hereunder in lawful money of Canada or by certified cheque drawn on one of the Chartered Banks of Canada to the City at the Office of the Director for the use of the premises as aforesaid the sum payable as per Schedule A (Deposits section).
- b) That if at the request of the Licensee, the City agrees to furnish or supply any services, accommodations, equipment or materials which are in excess of those services, accommodations, equipment and material agreed to be furnished or supplied in this agreement by the City, then the Licensee will, at the discretion of the Director either:
 - i) Pay for such excess services, accommodations, equipment or material forthwith upon the furnishing or supply of same; or
 - ii) Deposit with the City a sum satisfactory to the Director to defray the cost of furnishing or supplying such excess services, accommodations, equipment or material. Any part of the deposit remaining after defraying such expenses shall be returned to the Licensee but if the costs exceed the deposit, the Licensee shall reimburse the City for the excess forthwith upon receipt from the Director of an account therefor.
- c) To quit and deliver up the theatre to the City at the end of the period of this license in the same condition as it was at the date of the commencement thereof, reasonable wear and tear and damage by fire only excepted.
- d) That tickets to this event shall not be sold or distributed until this contract has been duly signed by both the Licensee and the City, the theatre rental deposit has been paid, and proof of insurance as called for under Clause 7 of the License Agreement has been provided.
- e) To pay a **\$2.75 surcharge per ticket sold over a value of \$20.00.**

4. The Licensee shall remove all goods and chattels of whatsoever nature or kind, other than goods and chattels belonging to the City, brought into the theatre by the Licensee, his agents, employees, or contractors, in connection with any performance, concert, lecture, meeting or other event conducted by the Licensee on or before the termination or determination of the license, except as otherwise agreed to by the City. Any goods or chattels not so removed will be deemed to be the absolute property of the City, without payment to the Licensee, to be disposed of as the City sees fit, but without prejudice to any other right or remedy available to the City.

5. In the event that the theatre or any part thereof shall be destroyed or damaged by fire or any other cause or of any other casualty, strike or unforeseen occurrence shall render the fulfillment of this license by the City impossible, then this License shall terminate and the Licensee shall pay such amounts that may be payable as aforesaid for the use of the premises only up to the time of such termination, and the Licensee hereby waives any claim for damages or compensation should this license be so terminated.

SCHEDULE A

License #: 11072

The Blue Dot Tour with David Suzuki and Friends

Tovah Paglaro
 David Suzuki Foundation
 219-2211 West 4th Avenue
 Vancouver, BC V6K 4S2

Main 604-732-4228
 Exten. 1264
 E-mail tpaglaro@davidsuzuki.org

Booking Charges

<u>Space</u>	<u>From</u>	<u>To</u>	<u>Rate</u>	<u>Amount</u>
Orpheum - No Charge	Nov-9-14 13:00	Nov-9-14 18:00		No Charge
Up to 5 hours on the day the event is included for taking-in, set-up or onstage rehearsal at no additional charge subject to availability. Any additional stage use will be invoiced at an hourly rate of \$505.00/hour.				
Orpheum Evening Performance	Nov-9-14 19:00	Nov-9-14 23:00	12,640.00	12,640.00
Subtotal Booking Charges:				\$12,640.00

Event Charges

<u>Description</u>	<u>Rate</u>	<u>Amount</u>
Nov-9-14 13:00 Nov-9-14 23:00 Additional - City Crew	\$0.00	TBD
Nov-9-14 19:00 Nov-9-14 23:00 Surcharge - \$2.75 per Ticket	0.00	TBD
Nov-9-14 19:00 Nov-9-14 23:00 15% CD/DVD Commission	0.00	TBD
Nov-9-14 19:00 Nov-9-14 23:00 20% Merchandise Commission	0.00	TBD
Subtotal Event Charges:		\$0.00
Goods & Services Tax		\$632.00
Total Charges:		\$13,272.00
Less: Deposits Received:		\$-3,318.00
Total Charges Owing:		\$9,954.00

SCHEDULE A

License #: 11072

The Blue Dot Tour with David Suzuki and Friends

Notes

For Your Information:

Crew Costs:

City of Vancouver and IATSE crew costs to be determined in consultation with Civic Theatres' Technical Director. The cost for IATSE crew are forwarded by the Civic Theatres' Technical Director under separate cover.

INSURANCE: The Certificate of Public Liability and Property Damage Insurance (attached as Appendix A), for a minimum of Five Million Dollars (\$5,000,000.00) with a maximum deductible of Five Thousand Dollars (\$5000.00) per event, must be returned with the contract. The insurance required will be taken out at the sole expense of the Licensee. The insurance must include a cross liability clause with respect to this rental and designate the City of Vancouver as the Additional Insured. Insurance coverage can be arranged through our office.

Sales:

A commission of 15% of net cd/dvd/commercially available book (excluding proprietary publications and souvenir programs) sales and 20% of net merchandise sales is payable to the Civic Theatres.

Payment:

Payment must be made no later than 2 business days prior to the performance in cash, major credit card, or by certified cheque. PERSONAL OR COMPANY CHEQUES WILL NOT BE ACCEPTED. Payment may also be collected directly from Ticketmaster sales should there be sufficient funds from these sales. A revised copy of the Schedule A will be sent to you prior to the payment date.

The Rental balance is payable to the CITY OF VANCOUVER

Security:

With reference to Clause 14 of the Theatre License Agreement, security requirements will be determined by Civic Theatres in consultation with the Vancouver Police Department and all costs will be payable by the Licensee.

Ticketing:

Tickets may not be sold for this event until the contract has been fully executed by both parties. Reserved seating is required. House seats may not be sold (please see house seat outline below). If your event has "no in/out privileges" this must also appear on the ticket. Please speak to the Technical Director, Miles Muir, regarding your technical requirements with respect to seating (604-665-3043). Seats may be required for equipment placement.

House Seats for Each Venue

Orpheum house seats are Row 21 – seats 28, 29, 30, 31 and Row 4 – seats 128, 129,130

Complimentary Tickets and Surcharge

Please note that complimentary tickets may not exceed 10% of all tickets sold/redeemed for your event. The surcharge will be applied to any complimentary tickets in excess of this amount. All complimentary tickets must have a face value price of \$0.00 on both the patron portion and the theatre portion of the ticket. If this is not possible then Director of Civic Theatres must pre-approve how the complimentary tickets will be marked.

SIGNED ON BEHALF OF:

The City of Vancouver

SIGNED ON BEHALF OF:

David Suzuki Foundation

PER:

Director, Vancouver Civic Theatres

PER:

Licensee (authorized signatory)

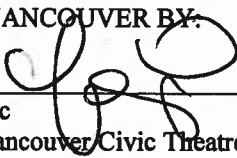
6. The Licensee agrees to indemnify and save harmless at all times the City, its officers, employees or agents against any and all loss, damage, expenses, proceedings, claims, demands or actions suffered by the City, its officers, employees, or agents prior to, during or subsequent to the period covered by this agreement, sustained or caused by the Licensee's use or occupation of the premises or the Licensee's performance allowed under this agreement, excepting such occurrences, matters or things as may result from Acts of God. Without limiting the generality of the foregoing, this indemnification is extended to include the following:
- a) The Licensee agrees not to carry on nor do, nor allow to be carried on or done in the theatre any work, business or occupation which may increase the hazard of fire or liability of any kind, or which may increase the rate of fire insurance against loss by fire or liability upon the theatre or invalidate any policy of insurance of any kind upon or in respect of the same. The Licensee hereby waives notice of the provisions of any such policy of insurance.
 - b) The Licensee agrees to so conduct its activities in the theatre as not to endanger any person lawfully thereon and that the indemnification for such activities shall extend to include claims of employees of the Licensee or of any contractor or subcontractor arising out of the activities conducted by the Licensee, its agents, employees, patrons or guests.
 - c) The Licensee accepts full responsibility for the infringement of any rights of any other person, or defamation, or controversial content of any promotional or advertising material and performance, play, concert, musical, broadcast, telecast, meeting, lecture or other event conducted by the Licensee in the theatre.
 - d) The Licensee waives any right of claim against the City for any loss, damage or injury that might happen to be suffered by the Licensee or its agents, employees or their property from any cause whatever, prior, during or subsequent to the period covered by this agreement (unless caused by the negligent act of the City, its employees or agents).
 - e) 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.
7. Upon execution of this agreement and prior to use of the theatre, the Licensee shall provide the Director of Vancouver Civic Theatres with evidence of the following insurance required to be taken out at sole expense of the Licensee in the form of the insurance certificate attached herein as Appendix A:
- a) WCB - Licensee must be registered in good standing with WCB and provide proof of this to the Director with a signed copy of this agreement. Moreover, the Licensee now irrevocably confirms and agrees that with respect to the City's employees referred to in clause 2 as well as all employees of the Licensee and its contractors, subcontractors, and other agents, the Licensee is now appointed as and now accepts its designation as the "prime contractor" for the purposes of British Columbia WCB laws and regulations.
 - b) Commercial General Liability Insurance (CGL) - The CGL must protect the City of Vancouver, the Licensee, and their respective, officials, officers, employees, patrons, guests, and agents against damages arising from personal injury (including death) and claims for property damage which may arise out of the activities of the Licensee, its contractors, sub-contractors, or their respective officers, officials, employees and other agents in or around the theatre. The CGL insurance shall be primary to any City insurance and will contribute with it and will be for an amount of not less than Five Million Dollar (\$5,000,000) inclusive per occurrence [Higher limits may be required if productions or activities involved would subject the City, the patrons and other third parties to significant exposure of property damage or bodily injury] and shall include a standard form of cross-liability clause naming the City of Vancouver, and its officials, officers, employees and agents as additional insured. The deductible per occurrence shall not exceed Five Thousand Dollars (\$5,000). The CGL insurance shall be maintained continuously throughout the entire term of this Agreement and shall contain the following extensions of coverage:
 - i. Broadform Property Damage and Completed Operations,
 - ii. Personal Injury,
 - iii. Blanket Contractual Liability,
 - iv. Cross Liability and Severability of Interest Clause,
 - v. Contingent Employer's Liability,
 - vi. Non-Owned Auto Liability,and where such further risk exists, the following extensions of coverage shall be included
 - vii. Hoist liability, and Operation of attached machinery.
 - c) All Risk Property Insurance (ARI) for property of every description including but not limited to sets, props, costumes, wigs, sound, lighting, special effects and other equipment, fittings, installations, alterations, additions, partitions, tools, instruments or devices, prototypes, displays or display models owned or rented by the Licensee or for which the Licensee is legally liable. Each property insurance policy must contain a waiver of subrogation clause preventing subrogation claims by the Insurer against the City of Vancouver, its officials, officers, employees and other agents."
 - d) The insurer shall provide the Director of Vancouver Civic Theatre with Fifteen (15) days written notice of cancellation or material change resulting in reduction of coverage with respect to any insurance required herein under 7 b) and c).

8. If the Licensee shall fail to pay the City any sum which may be due to the City for the use of the theatre or any part thereof, after the same shall become payable, or shall fail to perform and observe the terms of this agreement on its part to be performed or observed, the City shall be entitled to terminate the license hereby granted, by notice in writing, and the same shall on receipt of such notice by the Licensee terminate forthwith without prejudice to the claims of the City in respect to any monies due to the City or in respect of any antecedent breach of this agreement, and the covenants herein on the part of the Licensee shall continue in full force and effect until all liability incurred prior to termination is satisfied in full.
9. The Licensee agrees not to assign, sublet or license or otherwise part with the premises or any part of this theatre license agreement, without the written consent of the Director.
10. Theatre rental deposits are non-refundable. In the event the Licensee cancels this agreement for any particular date or dates, any unpaid theatre rental deposits, including harmonized sales tax, become payable forthwith and any monies paid in advance or due to the City pursuant to this agreement shall be forfeited to the City as liquidated damages. In addition, where non-refundable rental deposits are not received when due, the City may release the applicable dates to other Licensees, although the unpaid rental deposits remain due and payable by the Licensee to the City. The City and the Licensee agree that the said monies forfeited under Clause 10 are the damages the City would suffer by reason of such cancellation.
11. The City, its agents and employees, shall have the right to enter the theatre or any part thereof at all reasonable hours to make repairs, alterations, or additions, or for any other purpose, including audit, which it shall deem necessary for the safety, preservation or improvement of the theatre, and the City, its agents, and employees shall be allowed to take any material into the theatre that may be required to make such repairs, alterations or additions without being liable to pay any compensation or damages to the Licensee.
12. In the event that the City supplies to the Licensee, or permits the Licensee to use, any of the City's equipment, materials, appliances or furnishings, the City shall not be liable for any malfunction or failure of such equipment, materials, appliances or furnishings.
13. If, during the period of this license, the theatre or any portion thereof shall be damaged by the act, default or negligence of the Licensee or of the Licensee's agents, or employees, the Licensee shall pay to the City upon demand such sums as shall be necessary to repair such damage.
14. If event safety and security are of concern, necessary measures will be discussed with the City Police Department and their recommendations implemented. The cost of such security, to be determined in advance, shall be paid by the Licensee.
15. The City, its agents and employees, reserves the right to eject or bar entry to any objectionable person or persons from the theatre, including persons appearing intoxicated or otherwise disoriented, who act ill mannerly, boorish or unruly or constitute an apparent threat to the safety of others or to the security of the premises, including its fixtures, fittings, furnishings, displays and landscaping, and the Licensee hereby waives any right and all claims for damages or compensation by reason of the City exercising this right.
16. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the theatre either prior to, during or subsequent to the period of this license, the City is acting for the accommodation and sole benefit of the Licensee and shall not be liable for any loss, damage or injury to such property unless caused by the gross neglect of the City.
17. When an incumbent stage setting needs to be struck or partially struck to accommodate another theatre rental during the course of a continuing, existing run, the costs of such strike and subsequent restoration will be borne by the incumbent Licensee.
18. The City, at its own expense, agrees to:
 - a. heat and cool the theatre to a reasonable temperature for the reasonable use thereof by the Licensee for the purpose aforesaid;
 - b. supply light when required in the opinion of the Director for the ordinary use of the theatre;
 - c. supply water by means of appliances, installed for the ordinary operation of the theatre and for no other purpose;
 - d. keep the premises in a clean and sanitary condition;
 - e. but the city shall not be liable for any failure to supply, or any interruptions in the supply of, such services.

19. It is understood and agreed upon between the City and Licensee that no stage hands, other than those listed in Clause 2, will be provided by the City. All stage hands required by the Licensee during the term of this license shall be hired by the Licensee and the Licensee shall be responsible for the payment of the wages of such stage hands. "Wages" for the purpose of this clause shall include holiday pay and other deductions as are approved under Federal, Provincial and City Statutes and Bylaws and current Union Agreements (Employment Insurance Commission, Work Safe BC, Canada Pension Plan, etc.) All stage work shall be subject to the approval of the Director or his designate. The Licensee shall be responsible for all costs and expenses (including wages of stage hands) occasioned by or arising from the engagement, hiring or employment of or granting of permission to any person or corporation to televise, record, tape or reproduce by any means whatsoever any performance, lecture, concert or public or private meeting in the theatre for public or private use. Such engagements, hiring, employment or permission shall not be made, entered into or granted by the Licensee without first receiving the written approval of the Director.
20. The City reserves the right to sell refreshments and other merchandise, to rent opera glasses and other articles, to conduct a checkroom, and to control programs and other privileges, to take photographs for its own records and to distribute to the audiences announcements and literature concerning all future attractions to be held in the theatre, and the Licensee shall not engage in any of the aforesaid business or distribute any of the aforesaid announcements or literature without the written consent of the Director.
21. The following seats in the theatre are reserved exclusively for the use of the City and are not included in this license, namely Seats 51-53 inclusive, Row 21, in the Orchestra Section, Centre, and Seats 41-44 inclusive, Row 15 in the Orchestra Section, Centre, Queen Elizabeth Theatre; Seats 31-36 inclusive, Row 16, in the Orchestra Section, Centre, Vancouver Playhouse; and Seats 28-31 inclusive, Row 21, in the Orchestra Section, Left Centre, and Seats 128-130 inclusive, Row 4, in the Dress Circle, Left Centre, The Orpheum.
22. The Licensee hereby assigns, transfers, and sets over to the City all proceeds collected by any of the Licensee's authorized ticket agents for the sale of tickets for any of the activities to be carried on the premises pursuant to Clause 1 hereof. Nothing herein shall be deemed to have the effect of making the City responsible for the collection of such proceeds and the City shall only be liable to account for such proceeds as may actually come into its hands by virtue of assignment. It is further agreed that the City shall not exercise its rights of assignment hereunder until payment is due in accordance with Clause 3 hereof. Further, the Licensee hereby agrees that any authorized ticketing agent is authorized to report daily ticket sales by price category to the City and is hereby irrevocably authorized to pay any and all proceeds to the City in accordance with this assignment.
23. The Licensee agrees to observe and abide by the regulations governing the use of the theatre, a copy of which regulations are attached hereto and form part of this agreement.
24. The Theatre is a shared and publicly funded community asset and the use of the Theatre must reflect this fact. Users of the Theatre must comply with all City of Vancouver bylaws and Federal and Provincial legislation, including the British Columbia Human Rights Code which prohibits discriminatory conduct including conduct that would expose persons or groups to hatred or contempt.

In witness whereof these presents have been duly executed the day and year above written.

SIGNED ON BEHALF OF THE
CITY OF VANCOUVER BY:



Sandra Gajic
Director, Vancouver Civic Theatres

LICENSEE:
David Suzuki Foundation

Per: _____
Licensee (authorized signatory)

Regulations Governing The Use Of The Theatre

1. The Director or his representative has the right to object to any song, speech, dialogue, business or costume which in his opinion may be considered indecorous or improper and such song, speech, dialogue, business or costume shall be forthwith changed or omitted as the Director or his representative may direct.
2. The Licensee shall not erect or operate in the theatre, without the written consent of the Director, any boiler, motor, stove or machinery operated by electricity or other power.
3. The Licensee shall not use or permit the use upon the premises of any liquid or solid substance of an explosive or highly flammable nature.
4. The Licensee shall not permit smoking in the theatre and shall not permit the consumption of liquor in the theatre except in the licensed areas.
5. The Licensee shall not use or permit the theatre to be used for sleeping or lodging purposes.
6. The Licensee shall not bring into or keep any animal or animals in the theatre or allow the same to be brought or kept in the theatre without the written consent of the Director. In the event that the Director consents to the presence and use of an animal or animals in the theatre 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.
7. The Licensee shall not use or permit the use upon the premises of any controlled product without appropriate labelling and shall provide the Technical Director with a Material Safety Data Sheet for same in accordance with Workplace Hazardous Materials Information System provincial and federal legislation.
8. The Licensee shall not install any wires, electrical appliances, plumbing fixtures or pipes in the theatre without the written consent of the Director. No nails, tacks or screws of any kind shall be driven or placed in any part of the theatre without the consent of the Director and the Licensee shall not make nor permit to be made any alteration of any kind therein.
9. No decorations, signs, advertisements, show bills, lithographs, posters or cards of any description shall be placed in or affixed to any part of the theatre without the consent of the Director. The method of placing or affixing such decorations, signs advertisements, show bills, lithographs, posters or cards and the material used for such purposes shall be subject at all times to the approval of the Director.
10. The Licensee shall not place any additional locks on the doors of the theatre. The City will furnish all the necessary keys but any duplicate keys required by the Licensee will be furnished by the City at the expense of the Licensee. All the said keys, including such duplicate keys, shall be returned to the Director upon the termination of the license. The Licensee shall reimburse the City for all keys furnished by the City which the Licensee loses or fails to return to the City.
11. All stage work shall be done at the Licensee's expense. If the Licensee requires any stage equipment in excess of that provided by the City, then the Licensee shall furnish and pay for the same provided, however, that such additional stage equipment so furnished by the Licensee shall not be brought into the theatre unless it has first been approved by the Director or his designate.
12. The Licensee takes the theatre in the condition he finds it but the Licensee may, with the approval of the Director or his designate, remove or change the location of any stage rigging or equipment. Provided, however, that at the termination of its license, the Licensee, at the request of the Director, shall return such stage rigging and other equipment so removed to the same location as he found it, and shall repair damage done to the premises in returning stage rigging and equipment to original locations. Such work as aforesaid shall be carried out at the expense of the Licensee.
13. The Licensee shall not erect any stand, platform, railing or other structure in the theatre, unless a plan or description thereof has been filed with the Director and such plan or description has been approved by the Director or his designate in writing.
14. All extra lights other than the regular house lights, required by the Licensee, shall be installed by the Licensee at his own expense.
15. The Licensee shall use only such tickets, programs and printed matter for distribution in the theatre or for distribution outside the said premises as have been approved by the Director.
16. The use of the theatre hereby granted includes the services of only those employees of the City regularly employed in the theatre. Provided, however, that if any of the said employees are required to work beyond their normal working hours, at the request of the Licensee, then the Licensee shall reimburse the City for all wages paid by the City to such employees for such work.
17. The Licensee shall not bring or use in the theatre any video or projection equipment or any other apparatus of a like nature without the approval in writing of the Director. The operation and method of installation of such machines shall be subject to the approval of the Technical Director.

18. If the Licensee is permitted to bring any video or projection equipment or other apparatus of a like nature into the theatre, or if the Licensee is permitted to use the video or projection equipment of the City, the operator of any such machines and the compensation to be paid by the Licensee for such operating services shall be subject to the approval of the City.
19. The Licensee shall not broadcast any performance, lecture, concert or public or private meeting by radio or television without the written consent of the Director. If such consent is given the Licensee shall furnish and install all equipment necessary for the broadcast and the control booth in excess of the equipment furnished by the City. The Licensee shall remove all such equipment from the theatre before eight o'clock on the day following the performances, lecture, concert or private or public meeting, or such extended time as may be agreed to in writing by the Director. In the event that the City has granted a license to any other person or corporation which is to commence before eight o'clock on the day following the performance, lecture, concert or private or public meeting aforesaid, then the Licensee shall remove all such equipment before the time fixed for the commencement of the latter license. The installation and removal of such equipment shall be carried out at the expense of the Licensee and subject to the supervision of the Technical Director.
20. Wherever by the terms of any license, agreement or these regulations the City is entitled to take any action upon giving written notice to the Licensee, the said written notice may be delivered to the Licensee personally or by e-mail, if the Licensee is an individual, or to any officer of the Licensee, if a corporation, or may be enclosed in a properly stamped envelope addressed to the Licensee at the address or place of business of the Licensee, or at the place where the Licensee last resided or had a place of business to the knowledge of the City, and deposited in any Government Post Office in the City of Vancouver, Province of British Columbia. Any such notice shall be deemed to be received when delivered as aforesaid and if mailed as aforesaid shall be deemed to be received twenty-four (24) hours after the time of mailing.
21. No provision of these regulations may be waived except in a special case and for good cause shown and then only by a written memorandum to be attached to the license and signed by the Director.
22. The use of open flashlights for taking pictures in the theatre is prohibited. No photographs, recordings or transcriptions are permitted in the theatre without the written consent of the Director.
23. The Licensee shall permit all members of Vancouver Civic Theatres Board, authorized by the Director or his designate, to enter the theatre at any time and on any occasion in the performance of their duties, upon presentation of their identity cards signed by the Chairman of the said Board.
24. The Licensee shall permit all persons employed by the City to enter the theatre at any time and on any occasion for the purpose of their employment upon presentation of their identity cards signed by the Director.
25. The Licensee shall not admit to the premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in the theatre and the decision of the Director in this respect shall be final. 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. No portion of the sidewalks, entries, passageways, vestibules, halls, elevators or stairways of the theatre shall be obstructed by the Licensee or used for any purpose other than entrance to and exit from the theatre. The doors, skylights, stairways, or openings that reflect or admit light into any place in the theatre, and radiators and house lighting attachments shall not be covered or obstructed by the Licensee. The water closets or other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Any damage resulting to them from misuses of any nature or character whatever shall be paid for by the Licensee.
26. The Licensee shall not sell, give away, distribute any product of any kind in the theatre, except as permitted by the Director or his designate. When permitted, the Licensee agrees to report and pay daily a specified sum based on gross sales. Further, the Licensee agrees to allow the City or its agent to audit gross sales or alternatively to provide the City with audited gross sales details to the satisfaction of the Director.
27. Every public performance lasting one hour and thirty minutes or more, excepting religious services and commencement exercises, shall be so staged as to provide at least one intermission of at least fifteen minutes' duration, subject to a modification by the Director when necessary to meet unusual conditions.