



File No.: 04-1000-20-2023-265

July 19, 2023

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 of May 3, 2023 under the *Freedom of Information and Protection of Privacy Act* for:

Record of the contract and any related invoices and proof of payment regarding the Da Shan & Friends concert at the Vancouver Playhouse on April 29, 2023.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.15(1)(I) of the Act. You can read or download this section here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request 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 (#04-1000-20-2023-265); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
<u>cobi.falconer@vancouver.ca</u>
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Alternatively, you can call the FOI Case Manager at 604-871-6584.

Encl. (Response Package)

:dl

VANCOUVER CIVIC THEATRES - ADM 649 CAMBIE ST

VANCOUVER

CARD

CARD TYPE

VISA

DATE

2022/11/03

TIME

0748 18:06:28

RECEIPT NUMBER

W85029739-001-001-449-0

PURCHASE TOTAL

\$1,223.25

PASSWORD USED

APPROVED

AUTH# 088679 THANK YOU

01-027

CARDHOLDER COPY

IMPORTANT - RETAIN THIS COPY FOR YOUR RECORDS

Acknowledge VCT Receipt

Venue: Playhouse

Event Date: _

Deposit [Prepayment [] Invoices []



Vancouver Civic Theatres Invoice

Dashan Live (24308) April 29, 2023 - April 29, 2023

Customer Copy

Bill-To:

Dashan Incorporated Mark Rowswell 2752 St. John's Sideroad Stouffville, ON L4A 2P5

Account:

Dashan Incorporated 2752 St. John's Sideroad Stouffville, ON L4A 2P5

	Invoice Summary		
Sat, April 29, 2023	Space Booking Charges	4,903.50	
Sat, April 29, 2023	Performance	2,367.25	
Sat, April 29, 2023	Contracted Security Services	449.40	
Sat, April 29, 2023	Reception: Pre-Show / Meet & Greet	854.70	
Sat, April 29, 2023	Crew Call	1,730.17	
	Total Charges:	\$10,305.02	
	Payments Received / Credits Applied:	-10,391.09	
	Refund:	-\$86.07	

Invoice Details						
Order	Description	Units	Rate	Charges		
Space	Booking Charges	Sat, Apr 29, 2023 8:00	am - Sat, Apr 29, 20	232:00 am		
	Commercial - Full Day 1 Performance - Playhouse Apr-29-2023 8:00 AM - Apr-29-2023 12:00 AM	1.00 EA	\$4,670.00 / DAY	\$4,670.00		
	Goods & Services Tax		5.00	\$233.50		
		Space Bo	ooking Charges Total:	\$4,903.50		
Perform	nance	Sat, Apr 29, 2023 7:30	pm - Sat, Apr 29, 20	239:30 pm		
	Facility Fee - Commercial Event, per ticket sold \$20.00 and over	557.00 EA	\$4.05 / EA	\$2,254.52		
	Goods & Services Tax		5.00	\$112.73		
			Performance Total:	\$2,367.25		
Contra	cted Security Services	Sat, Apr 29, 2023 8:00	am - Sat, Apr 29, 20	232:00 am		
52197	Contracted Event Security Officer Regular Time Apr-29-2023 8:00 AM - Apr-29-2023 12:00 AM	2.00 PRS	\$35.00 / HR	\$280.00		
	ontracted Event Security Supervisor Regular Time Apr-29-2023 8:00 AM - Apr-29-2023 12:00 AM	1.00 PRS	\$37.00 / HR	\$148.00		
	Goods & Services Tax		5.00	\$21.40		
		Contracted Se	ecurity Services Total:	\$449.40		
Recept	tion: Pre-Show / Meet & Greet	Sat, Apr 29, 2023 6:00	pm - Sat, Apr 29, 20	237:00 pm		
52731	Commercial Pre/Post Show Receptions Package 101-150 attendees	1.00 EA	\$794.00 / EA	\$794.00		
	Commercial - Head Ticket Taker - Straight Time Apr-29-2023 6:00 PM - Apr-29-2023 6:30 PM	1.00 EA	\$40.00 / HR	\$20.00		



Vancouver Civic Theatres Invoice

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Dashan Live (24308) April 29, 2023 - April 29, 2023

Customer Copy

	R11=CS-?, 450,CT&U		->9##	MI#9#
		Reception: Pre-Show / Meet	t & Greet Total:	\$854.70
Crew C	Call	Sat, Apr 29, 2023 2:00 pm -	Sat, Apr 29, 20	02 3 1:00 pm
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	J5&21T+252X/-325. 5&D 52X R11=CS-?, 450,CT&U	-(9##	M"\$> \$ ## K-NĀ ->9##	M"\$> 9 ## M7\$ 9)
		C	rew Call Total:	\$1,730.17

Date	Payment / Adjustments	Credit Card / Check #	
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Payments Received / Credits Applied: \$-10,391.09

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Vancouver Civic Theatres Invoice

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Dashan Live (24308) April 29, 2023 - April 29, 2023

Customer Copy

REMITTANCE STUB

City of Vancouver

MAIL CHEQUE OR MONEY ORDER TO:

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PAY BY CREDIT CARD, Please call:

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Vancouver Civic Theatres

ĀÄ!"# !\$%**24308**

SCHEDULE A

Dashan Live

Mark Rowswell

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Booking Charges

Space Rate Description	Start	End	Amount
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Subtotal Booking Charges: \$4,670.00

Event Charges

Sta	rt	Er	nd	Description	Rate	A mount
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?-, DOHDO	\$E&NN(\$G	?-, DOHDO	BO&NN(G	J+".,(.!/\$ F9!". \$3! 7, AL\$< 88A!, \$T!U7:(, \$	\$\$ 2 24 N W	PQ
				PÆ:		
?-, DOHDO	\$E&NN(\$G	?-, DOHDO	BO&NN(G	J+".,(.!/\$ F9!". \$3! 7,ÄL\$37-!, 9Ä#,\$	\$\$ 0 4 N N	PQ
				T!U7:(, \$P\hat{G}!		
				Subtotal Event Char	raes:	\$0.00

Other Department Charges

Star	t	Er	ıd	Description	Rate	A mount
?-, DOHDO	\$E&NN(\$G	?-, DOHDO	B0&N%G	V!(/\$ F:! .,ÄÄ("\$C\$K7::\$PÄG	M2E2C	PQ
?-, DOHDO	\$E&N(\$G	?-, DOHDO	B0&IN(\$G	V!(/\$ J(,-!".!,\$55\$K7::\$PÀG	\$\$ B 4 B 2	PQ
?-, DOHDO	\$E&N(\$G	?-, DOHDO	B0&IN(\$G	V!(/\$ 3+7"/\$ D\$K7::\$PÀG	\$\$ E 42C	PQ
?-, DOHDO	\$E&N(\$G	?-, DOHDO	B0&N(\$G	V!(/\$ WA)!+\$BK7::\$PAG	\$\$ E 42C	PQ
				Subtotal Other Department C	harges:	\$0.00
				X++/#\$Y\$3!, 9Ä	!# \$RZ	\$233.50
				Total Ch	arges:	\$4,903.50
				Less: Deposits Rec	eived:	\$-1,223.25
				Total Charges (Owing:	\$3,680.25



Vancouver Civic Theatres

License #: 24308

SCHEDULE A

Dashan Live

Payment Schedule

April 03, 2023 April 29, 2023 Balance 5 days before Move-In Invoice amount after completion of event **Amount**

\$4,903.50 \$0.00

Total Deposits Required:

\$4,903.50

SIGNED ON BEHALF OF:

The City of Vancouver

PER:

Vancouver Civic Theatres

SIGNED ON BEHALF OF:

Dashan Incorporated

PER:

Licensee (authorized signatory)

City of Vancouver Theatre Performance Licence – NFP/Comm

No.: 24308

THIS AGREEMENT is made and entered into between the CITY OF VANCOUVER (the "City"), and Dashan Incorporated (the "Licensee"), 2752 St. John's Sideroad, Stouffville, L4A 2P5 and the parties hereby agree as follows:

- Licence. The City agrees to allow the Licensee to use the auditorium, stage, dressing rooms, projection and spot rooms, sound room, visiting production office and lobbies (collectively, the "Premises"), of the Vancouver Playhouse Theatre (the "Theatre") owned by the City situated at in the City of Vancouver, in the Province of British Columbia for the purpose of Dashan Live during the period (the "Term") commencing on 04/08/23 and ending on 04/29/23 and the Licensee covenants that the Premises shall be used for no other purpose without the written consent of the Director of Vancouver Civic Theatres (the "Director").
- Theatre Rental Amount. Not later than five business days prior to the commencement of the Term, the Licensee shall pay to the City the theatre rental amount(s) set out in Schedule A (the "Theatre Rental Amount").
- Theatre Rental Deposit.
 - (a) Upon execution of this Agreement by the Parties, the Licensee shall deposit with the City a theatre rental deposit in the amount of:
 - (i) \$4,730.25 for the Queen Elizabeth Theatre or Orpheum;
 - (ii) \$1,223.25 for the Vancouver Playhouse;

(each, the "Theatre Rental Deposit").

- (b) Provided the Licensee is not in default of any of its obligations hereunder, the Theatre Rental Deposit will be applied against the Theatre Rental Amount.
- (c) The Theatre Rental Deposit is non-refundable. In the event the Licensee cancels this Agreement for any particular date or dates, any unpaid Theatre Rental Deposit and goods and services tax shall become payable forthwith and any monies paid in advance or due to the City pursuant to this Agreement shall be paid over to the City on account of damages, but not as a limit thereto. In addition, where the non-refundable Theatre Rental Deposit is not received when due, the City may release the applicable dates to other Licensees, and the unpaid Theatre Rental Deposit shall remain due and payable by the Licensee to the City.
- (d) If the Licensee cancels this Agreement for any particular date or dates within the Term, on less than one full day's notice prior to the commencement of the Term, in addition to the Theatre Rental Deposit, the Licensee shall pay for all staff minimum calls for all labour services that are listed on page 1 of Schedule B.

4. Ticket Sales.

(a) The Licensee acknowledges and agrees 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 Section 16 has been delivered to the City.
- (b) Not later than 10 business days prior to the commencement of the Term, the Licensee shall deliver to the City an accounting of all pre-sold tickets which will include, at a minimum, the number of tickets pre-sold, the price of each such ticket and, if applicable, the number of attendees for non-ticketed or free events.
- 5. Facility Fee. In addition to any other amounts payable hereunder, the Licensee shall pay to the City an amount equal to \$4.25 per ticket sold with a value of \$20.00 and over, other than tickets sold to a registered non-profit society in which case the Licensee shall pay to the City an amount equal to \$3.50 per ticket sold with a value of \$20.00 and over (the "Facility Fee") in accordance with Section 6.

6. Facility Fee Deposit.

- (a) Not later than five business days prior to the commencement of the Term, the Licensee shall deposit with the City an amount estimated by the City as the total Facility Fee for all performances during the Term (the "Facility Fee Deposit"). The amount estimated by the City shall not be deemed to be a lower or upper limit on the actual amount payable by the Licensee under this Agreement.
- (b) Within five business days after the expiry of the Term, the City shall calculate the actual Facility Fee payable under this Agreement based on actual ticket sales and the Facility Fee Deposit shall be applied on account thereof. If the actual Facility Fee payable under this Agreement is less than the Facility Fee Deposit, the City shall pay the balance to the Licensee. If the actual Facility Fee payable under this Agreement exceeds the Facility Fee Deposit, the Licensee shall pay such excess to the City within 20 business days of demand therefor from the City.
- (c) At the discretion of the Director, if the accounting of pre-sold tickets delivered pursuant to Section 4(b) indicates that the actual Facility Fee payable under this Agreement will be in excess of the amount estimated by the City pursuant to Section 6, the Director may waive the Licensee's obligation to deliver the Facility Fee Deposit.

7. Assignment of Proceeds.

- (a) The Licensee hereby assigns, transfers, and sets over to the City all proceeds collected by any of the City's authorized ticket agents for the sale of tickets for any of the activities to be carried on the Premises pursuant to Section 1 up to the following amount:
 - (i) where the City has collected a Facility Fee Deposit and the actual Facility Fee
 payable under this Agreement exceeds the Facility Fee Deposit, the difference
 between the Facility Fee and such excess; or
 - (ii) where the City has not collected a Facility Fee Deposit, the actual amount of the Facility Fee.

- (b) 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 of the Facility Fee is due in accordance with this Agreement. 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 upon written request by the City.
- 8. Additional Services. The Licensee acknowledges and agrees 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:
 - (a) pay for such excess services, accommodations, equipment or material forthwith upon the furnishing or supply of same; or
 - (b) deposit with the City a sum satisfactory to the Director, in their sole discretion, 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.

9. Payments.

- (a) Unless otherwise stated herein, all payments required hereunder must be made in lawful money of Canada within five business days of demand therefor (if demanded) or no later than 30 days after the event (if not demand is made) by:
 - (i) hard wire bank transfer;
 - (ii) electronic funds transfer;
 - (iii) certified cheque; or
 - (iv) major credit card (subject to a 2% administration fee).
- (b) A revised copy of the Schedule A which reflects all estimated event costs will be sent to the Licensee prior to the payment date and any outstanding balance shall be payable to the CITY OF VANCOUVER.
- 10. Repair Damage. If, during the Term, 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.
- 11. Return of Premises at Expiry of Term. The Licensee shall quit and deliver up the Premises to the City at the end of the Term in the same condition as the Premises were at the date of the

City of Vancouver Theatre Performance Licence – NFP/Comm

commencement of the Term, reasonable wear and tear only excepted. 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 Premises by the Licensee, its 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 this Agreement, except as otherwise agreed to by the City and shall repair any damage occasioned by such removal. Any goods or chattels not so removed will, at the option of the City, be deemed to be the absolute property of the City, without payment to the Licensee, to be disposed of as the City sees fit (at the cost of the Licensee), but without prejudice to any other right or remedy available to the City. The City shall notify Licensee of any goods or chattels left at the Premises by Licensee and provide Licensee with a reasonable opportunity to remove same prior to disposal by the City.

- 12. Force Majeure. If the performance by the City of any of its obligations hereunder is prevented, interrupted or diminished, in whole or in part, by any act of God or Queen's enemy, governmental order or regulation, wars (declared or undeclared), revolution, riots, insurrections, civic commotions, fires, floods, slides, epidemics, pandemics, quarantine restrictions, embargo, direct or indirect labour disturbance (including strike, lockout or slow down), power failures or any cause beyond the reasonable control of the City (in each case, an "Event of Force Majeure"), the City shall have the right, at its sole option, to terminate this Agreement. Upon such termination of this Agreement by the City due to an Event of Force Majeure:
 - (a) if such termination occurs prior to any performance or event taking place, the City will refund any amounts then paid by the Licensee to the City under this Agreement and the Licensee will not be obligated to pay any further amounts under this Agreement; or
 - (b) if such termination occurs after any performance or event takes place, the Licensee will only be obligated to pay such amounts under this Agreement 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 Agreement be so terminated.

- 13. Default. If the Licensee shall fail to pay the City any sum which may be due to the City for the use of the Premises 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 this Agreement, 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.
- 14. Limitation of Liability. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Premises or the Theatre either prior to, during or subsequent to the Term, 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.

- 15. Indemnity. 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, arising or caused by the Licensee's acts or omissions (or those of its employees, agents, contractors or any others for whom the Licensee is responsible at law) in connection with 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 Premises 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 Premises so 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 Premises.
 - (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 gross negligence or wilful misconduct of the City).
- 16. Insurance. Without limiting any of its obligations or liabilities under this Agreement, the Licensee will obtain and continuously carry and will cause its subcontractors to obtain and continuously carry during the term of the Agreement at its own cost, the insurance coverages and conditions set out below:
 - (a) Workers Compensation Board (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 Schedule B 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 Workers Compensation Act, R.S.B.C. 1996, c. 492 and the regulations thereunder, as may be amended from time to time.

- (b) Commercial General Liability Insurance (CGL) - The CGL must protect the City, the Licensee, and their respective, officials, officers, employees, patrons, guests, and agents against damages arising from insurable claims for bodily injury including death, property damage or loss arising out of the activities of the Licensee, its contractors, subcontractors, or their respective officers, officials, employees and other agents in or around the Premises. The CGL will carry a minimum \$5,000,000 liability limit per occurrence and a deductible of not more than \$5000 or other such amounts the City may approve from time to time. Higher liability limits may be required if events or productions or activities involved would subject the City, the patrons and other third parties to significant exposure of property damage or bodily injury. The CGL shall be primary and any insurance or selfinsurance maintained by the City will be excess and will not contribute to it. In addition, the CGL shall contain the following extensions:
 - (i) The City of Vancouver, and its officials, officers, employees and agents named as additional insureds;
 - (ii) product liability and completed operations coverage;
 - (iii) personal injury and advertising liability coverage;
 - (iv) blanket contractual liability coverage;
 - (v) cross liability coverage or severability of interest clause or endorsement in favour of the City;
 - (vi) contingent employer's liability coverage;
 - (vii) non-owned auto liability coverage; and where such further risk exists, the following extensions of coverage shall be included:
 - (viii) hoist liability and operation of attached machinery.
- (c) All Risk Property Insurance 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 agent.
- (d) The Licensee and each of its subcontractors will provide, at its own cost, any additional insurance which is required by law to provide or other lines of insurance coverages, endorsements, or increased limits of insurance as deemed necessary by the City and as a reasonable and prudent licensee would require to protect their operations or occupation or use while in or around the Premises.

- (e) All insurance policies required by this Agreement shall be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City, acting reasonably.
- (f) Upon execution of this Agreement and prior to the occupation or use of the Premises, the Licensee shall provide evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance (or copies of policy(ies) themselves, if requested). The certificate(s) of insurance will identify the Agreement title, Agreement number, policy holder, description of work or event, insurer name, insurer policy number, insurer policy period, and insurer limits.
- (g) The Licensee's insurer or their authorized representative shall provide the Director with 15 days' written notice of cancellation of insurance or endorsement to reduce the limits of liability required herein under Sections 16(b), 16(c) and 16(d).
- (h) The Licensee will provide in its agreements with its subcontractors clauses in the same form as in this Section 16. Upon request, the Licensee will shall provide the Director detailed certificate(s) of insurance for policies it has obtained from its subcontractors and a copy of the applicable insurance clauses from its sub-contract agreements.
- Security. Security requirements for events and performances will be determined by Vancouver Civic Theatres in consultation with the Licensee, and when necessary, with the Vancouver Police Department and City of Vancouver Corporate Security. The Licensee must consult directly with Manager of Security Operation, Vancouver Civic Theatres regarding minimum staffing levels which are to be determined by number of attendees and nature of the event (escalation based on risk assessment). The cost of such security requirements as deemed necessary by the City shall be paid by the Licensee. The Licensee must use the City's exclusive security provider for all security and first aid requirements in the Theatre for back of house, on-stage, and front of house activities. The City gives no warranty, makes no representations, and shall not be liable for any losses, damages, expenses, proceedings, claims, demands or actions in relation to such security services.
- Safety. The City, its agents and employees, reserves the right to eject or bar entry to any objectionable person or persons from the Premises or 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 or the Theatre, 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.
- 19. Traffic Control Plan. During event and / or production times, the Licensee must adhere to an approved Vancouver Civic Theatre ("VCT") traffic control plan, as determined by the Director or their designate. The City will, after consultation with the Licensee, evaluate risk to determine the required traffic control plan, and the Licensee shall be responsible for all costs and expenses occasioned by the required traffic control plan in accordance with all applicable regulations, including, without limitation, those enacted by the British Columbia Ministry of Transportation.

- 20. Owners List of Workplace Hazards. Upon execution of this Agreement and prior to occupancy of or any activities taking place in the Premises, the Licensee shall acknowledge receipt of the Owners List of Workplace Hazards attached herein as Schedule F.
- 21. Attendants. WorkSafe BC 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. In accordance with WorkSafe BC regulations, if an attendant is required during set up and rehearsal times the Licensee must advise the City so that the City may hire the attendant on the Licensee's behalf. If an artist rider requires first aid attendants for patron care, the City is also required to hire such attendants on your behalf. A four hour minimum is applicable to both First Aid Attendants and Security Requirements. The cost of such attendant requirements as deemed necessary by the City shall be paid by the Licensee at the prevailing rate.
- 22. A four hour minimum is applicable to both First Aid Attendants and Security Requirements. The cost of such attendant requirements as deemed necessary by the City shall be paid by the Licensee.
- 23. Access by City. The City, its agents and employees, shall have the right to enter the Premises 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 Premises that may be required to make such repairs, alterations or additions without being liable to pay any compensation or damages to the Licensee.
- 24. Assignment. The Licensee agrees not to assign or sublicense or otherwise part with the Premises or any part of this Agreement, without the written consent of the Director.

26. Archival Recordings. The City may, without obligation, videotape, film or otherwise record events which take place in the Theatre for its own archival purposes and may retain such recordings for such period as the City deems necessary. The City shall have no obligation to provide or to make copies of such recordings available to the Licensee if such recordings are made and, for clarity, the City shall have no obligation to videotape, film or otherwise record any events.

27. Compliance with Laws.

G.S.T. Reg. No. R121361042

- (a) The Licensee shall perform its obligations under this Agreement in accordance with, and shall require the users of the Theatre to comply with, all laws, by-laws, ordinances, regulations, requirements, recommendations, guidance and policies of any and all Federal, Provincial, Municipal and other authorities including, without limiting the scope of the foregoing, all laws, by-laws, requirements, recommendations, guidance and policies that relate to health and safety, and shall obtain and pay for all necessary permits and licenses.
- (b) The Theatre is a shared and publicly funded community asset and the use of the Theatre must reflect this fact. Accordingly, without limiting the scope of Section 27(a), the Licensee shall, and shall require the users of the Theatre to, comply with the British Columbia Human Rights Code which prohibits discriminatory conduct, including conduct that would expose persons or groups to hatred or contempt.
- (c) In respect of laws, by-laws, requirements, recommendations, guidance and policies that relate to health and safety, the City shall have the right, at its option, to terminate this Agreement if the City determines, acting reasonably, that either the Licensee or the City is not able to comply with the foregoing, or if compliance with the foregoing warrants termination of this Agreement. Upon such termination of this Agreement by the City:
 - (i) if such termination occurs prior to any performance or event taking place, the City will refund any amounts then paid by the Licensee to the City under this Agreement and the Licensee will not be obligated to pay any further amounts under this Agreement; or
 - (ii) if such termination occurs after any performance or event takes place, the Licensee will only be obligated to pay such amounts under this Agreement 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 Agreement be so terminated.

- 28. Regulations. 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.
- 29. Entire Agreement. This Agreement and all schedules attached hereto constitutes the entire agreement between the City and the Licensee concerning its subject and it may be changed only in a document executed by the City and the Licensee.

City of Vancouver Theatre Performance Licence – NFP/Comm

- 30. Schedules. The following Schedules attached to this Agreement form an integral part of this Agreement and shall be construed as such:
 - (a) Schedule A Fees
 - (b) Schedule B Services
 - (c) Schedule C Ticketing, Seating, Marketing and Sales
 - (d) Schedule D General Regulations Governing Use of the Theatre
 - (e) Schedule E Insurance Certificate
 - (f) Schedule F Owners List of Known Workplace Hazards
 - (g) Schedule G Ticket Sales Report

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

SIGNED ON BEHALF OF THE

CITY OF VANCOUVER, by its authorized signatory:

Natalie Lue, Director Vancouver Civic Theatres

for

Krista Edwardson Senior Manager of Sales LICENSEE: Dashan Incorporated

1-

Authorized Signatory

(print name) Mark Rowswell

(print title) President

[Attached.]

1. Labour Services.

- Stage Services. The City agrees to provide the services of a stage carpenter and a lighting (a) console operator during the Term for the purpose of moving in and setting up or operating show-related carpentry and lighting as well as for on-stage rehearsals and performances. Provided, however, that the Licensee shall pay for all time worked in excess of eight 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 in excess of five hours in any one day on Sundays and Statutory Holidays by the stage carpenter and lighting console operator, or either of them. At the discretion of the Director or their designate, the City may also provide the services of a sound technician and video technician and that the Licensee shall pay for all time worked by the sound technician and video 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 stipulations for and the payment of wages of auxiliary replacements for those workers named above shall be as provided in Section 3 of this Schedule B.
- (b) Audience Services. The City agrees to provide the services of Front of House Staff for the purposes of onstage show-related activities from one hour prior to the performance on stage until 15 minutes after the performance on stage to a maximum total time of 5 hours. Provided, however, that the Licensee shall pay for all time worked outside of this contracted time and for all front-of-house staff needed for other activities. All services are to be performed in accordance to the collective agreement in effect between the City and the Canadian Union of Public Employees Local 15.
- (c) Security / Stage Door. The City agrees to provide the services of one Security / Stage Door staff person between the hours of 8:00 a.m. and midnight. Provided, however, that the Licensee shall pay for all time worked outside of these hours. All services are to be performed in accordance to the collective agreement in effect between the City and the Canadian Union of Public Employees Local 15.
- (d) Building Services. The City agrees to provide the services of base level event cleaning and engineer staff. Provided, however, that the Licensee shall pay for any additional requests or requirements outside of base level event cleaning and engineer staff. All services are to be performed in accordance to the collective agreement in effect between the City and the Canadian Union of Public Employees Local 15.
- 2. <u>Stage Work.</u> All stage work shall be done at the Licensee's expense. If the Licensee requires any stage equipment, machinery or apparatus 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, machinery or apparatus so furnished by the Licensee shall not be brought into the Theatre unless it has first been approved by the Director or their designate.

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- 3. Stage Hands. The City and the Licensee acknowledge and agree that no stage hands, other than those listed in Section 1 of this Schedule B, will be provided directly by the City and that the Licensee is the prime contractor in respect of WorkSafe BC regulations regarding such Local 118 stage hands. All stage hands required by the Licensee during the Term 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 Section 3, shall include holiday pay and other deductions as are approved under Federal, Provincial and City Statues 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 their 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 Premises 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 or their designate.
- 4. <u>Security</u>. The City may, after consultation with the Licensee to evaluate risk, provide the services of security personnel in addition to those referred to in Section 17 of the Agreement at the cost of the Licensee. All services are to be performed in accordance to the collective agreement in effect between the City and the Canadian Union of Public Employees Local 15.
- 5. Services. The City, at its own expense, agrees to:
 - heat and cool the Premises to a reasonable temperature for the reasonable use thereof by the Licensee for the purpose aforesaid;
 - supply light when required in the opinion of the Director for the ordinary use of the Premises;
 - supply water by means of appliances, installed for the ordinary operation of the Premises and for no other purpose; and
 - (h) keep the Premises in a clean and sanitary condition,

but the city shall not be liable for any failure to supply, or any interruptions in the supply of, such services.

6. Food Catering. The Licensee must choose from a list of exclusive caterers for all food service requirements in the Theatre, which list will be provided by VCT staff. The City gives no warranty, makes no representations, and shall not be liable for any malfunction or failure of such services.

- 7. Equipment, Materials, Appliances and Furnishings. 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 gives no warranty and makes no representations as to the state or repair or fitness of same and the City shall not be liable for any malfunction or failure of such equipment, materials, appliances or furnishings.
- 8. <u>Employees</u>. 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.
- 9. Tariff Fees. On behalf of the Licensee, the City will collect from the Licensee any necessary SOCAN and RE:SOUND fees and will remit to SOCAN and RE:SOUND for tarrifs for the following non-ticketed event types: Receptions, Conventions, Assemblies, Fashion Shows. For all other events, or for events with which an admission fee is charged, the Licensee will remit all necessary SOCAN and RE:SOUND tariff fees to each respective organization directly.

- Complimentary Tickets and Facility Fee. Complimentary tickets may not exceed 10% of all tickets sold or redeemed for your event. The Facility Fee 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 the Director or their designate must pre-approve how the complimentary tickets will be marked.
- Tickets released for Consignment Sale. A maximum of 15% of the capacity of the venue, per performance, may be released by the ticketing agent to the Licensee for consignment sale.
- 3. <u>Daily Ticket Sales Reports</u>. For events not using one of the City's preferred ticketing providers, the names of which will be provided by the Director upon request, the Licensee must provide the City with a Ticket Sales Report in the form attached hereto as Schedule G for accurate venue staffing and Facility Fee reconciliation with a most up to date number no later than two business days prior to the event. Final staffing will be based on this attendance number and should the Licensee fail to provide the City with this report than the Licensee shall be held responsible for any and all un-necessary staffing costs. Should the Licensee fail to provide a final Ticket Sales Audit Report the next business day after the event, the final amount of the Facility Fee will be invoiced at capacity (Capacity of the Queen Elizabeth Theatre: 2,781; Capacity of the Orpheum: 2,688; Capacity of the Vancouver Playhouse: 668;). Note that the final number for Facility Fee invoicing will be the greater number of either the Ticket Sales Audit Report or the actual attendance as reported by the Front of House Manager working the event.

4. Form of Ticket.

- (a) Tickets may not be sold for this event until the Agreement has been fully executed by all parties. Reserved seating is required. Tickets must be pre-approved by the Director or their designate before they can be sold. The start time of the performance must be clearly indicated on the front of the ticket. The notation "everyone including children of any age require a ticket" must also be clearly indicated on the front of the ticket. If your event has "no in / out privileges" this must also appear on the ticket. Please speak to the Technical Department, regarding your technical requirements with respect to seating. Seats may be required for sound boards, cameras, or other production equipment.
- (b) Tickets must consist of a "patron" portion and a "theatre" portion. The Theatre employee will rip the ticket when the patron enters and will keep the "theatre" portion.

Patron Portion Requirements

- section, row, seat
- level
- price
- performance
- · theatre name
- date
- performance start time
- latecomers policy
- camera & recording device policy

No.: *Event ID*

Theatre Portion Requirements

- date
- theatre name
- section, row, seat
- price
- theatre location:
 - Orpheum Theatre: 601 Smithe Street
 - Queen Elizabeth Theatre: 650 Hamilton Street
 - Vancouver Playhouse Theatre: 600 Hamilton Street
- 5. <u>Excluded Seats</u>. The following seats in the Theatre are reserved exclusively for the use of the City and are not included in this Agreement:
 - Queen Elizabeth Theatre: Orchestra Centre, Row 21, Seats 54,53,52; Orchestra Centre, Row 15, Seats 41,42,43 and 44;
 - (b) Vancouver Playhouse Theatre: Orchestra Centre, Row 16, Seats 36,35,34,33,32 and 31;
 - (c) Orpheum Theatre: Orchestra Left Centre, Row 21, Seats 28,29,30 and 31; Dress Circle Left Centre, Row 4, Seats 128,129 and 130;
- 6. Marketing Requirements. The Licensee shall provide the Vancouver Civic Theatres' marketing department with event and / or production materials including press releases, event information, ticketing information, event or production photos, digital posters, handbills (both printed and electronic copies) as well as social media handles no later than four weeks before the scheduled event to maximize cross promotional opportunities. If promotional materials are received later than four weeks in advance we cannot guarantee placement and exposure through our marketing channels. The Vancouver Civic Theatres marketing department has the authority to vet submitted promotional material and use promotional material that are best suited for the selected marketing channel.
- 7. Merchandise Sales Commission. A commission of:
 - (a) 20% of net sales for merchandise;
 - (b) 20% of net sales for proprietary publications and souvenir programs; and
 - (c) 10% of net sales for all other media and commercially available book sales,
 - shall be payable to the City. All merchandise payments required hereunder must be made in lawful money of Canada prior to the end of the term by major credit card.
- 8. <u>Sale of Products</u>. The Licensee shall not sell, give away, or distribute any product or good of any kind in the Theatre, except as permitted by the Director or their 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 their designate.

Regulations Governing The Use Of The Theatre

- Access by City Employees. 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 City of Vancouver photo identity cards.
- 2. <u>Animals</u>. 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.
- 3. <u>As-Is.</u> The Licensee takes the Theatre in the condition he finds it but the Licensee may, with the approval of the Director or their designate, remove or change the location of any stage rigging or equipment. Provided, however, that at the termination or expiry of the Term, the Licensee, at the request of the Director or their designate, shall return such stage rigging and other equipment so removed to the same location as they 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.
- 4. <u>Controlled Products</u>. The Licensee shall not use or permit the use upon the Theatre 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.
- 5. <u>Decorations, Signs, Etc.</u> 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.
- 6. <u>Director's Objections</u>. The Director or their representative has the right to object to any song, speech, dialogue, business or costume which in her 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 their representative may direct.
- 7. <u>Intermissions</u>. 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) a modification by the Director when necessary to meet unusual conditions; or
 - (b) the discretion of the headline artist provided that the Licensee, will be liable for any payment of an amount of \$1,500 to off-set reduced concession sales at the Orpheum and Queen Elizabeth Theatre and \$750 for the Playhouse.

Regulations Governing The Use Of The Theatre

- 8. Maximum Capacity. 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 or their designate 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.
- 9. No Additional Locks. 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 or their designate upon the termination of the Agreement. The Licensee shall reimburse the City for all keys furnished by the City which the Licensee loses or fails to return to the City.
- 10. No Alterations. The Licensee shall not install any wires, electrical appliances, plumbing fixtures or pipes in the Theatre without the written consent of the Director or their designate. 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 their designate and the Licensee shall not make nor permit to be made any alteration of any kind therein.
- No Removal. The Licensee shall not remove or relocate any existing promotional materials, signage or artwork in and about the Theatre without the consent of the Director.
- No Broadcasting. The Licensee shall not broadcast any performance, lecture, concert or public or private meeting by radio, web-based platform or television without the written consent of the Director or their designate. 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 or their designate. In the event that the City has granted the Theatre 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 or their designate.
- 13. <u>No Explosive or Flammable Substances</u>. The Licensee shall not use or permit the use within or about the Theatre of any liquid or solid substance of an explosive or highly flammable nature.

Regulations Governing The Use Of The Theatre

- 14. No Installations. 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 their designate and such plan or description has been approved by the Director or their designate in writing.
- 15. No Machinery. 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.
- No Sleeping or Lodging. The Licensee shall not use or permit the Theatre to be used for sleeping or lodging purposes.
- 17. No Waiver. 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 Agreement and signed by the Director or Senior Manager of Sales and Marketing.
- 18. Notices. 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.
- Photography. 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.
- Printed Matter. 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.
- Smoking and Liquor Consumption. The Licensee shall not permit smoking in the Theatre and shall
 not permit the consumption of liquor in the Theatre except in licensed areas.

Schedule E Certificate of Insurance

No.: 24308

[Attached.]

Owner's List of Known Workplace Hazards

- Asbestos-Containing Materials. Walls, floors, pipes and other structural surfaces may be asbestoscontaining. Disturbances or penetrations of floors and walls are not allowed. Exceptions based
 on event needs will need to be discussed with the Technical Director or their designate and proper
 remediation plans will need to be in place before proceeding.
- Lead Containing Materials. Walls, floors, pipes and other structural surfaces may be leadcontaining. Disturbances or penetrations of floors and walls are not allowed. Exceptions based on
 event needs will need to be discussed with the Technical Director or their designate and proper
 remediation plans will need to be in place before proceeding.
- 3. Fall Hazards. Workers may be exposed to potential fall in excess of 3 m (10 feet) or to a fall of less than 3 m (10 feet) which could result in a serious injury, including but not limited to: stage front, ladders, man lifts, box booms, cat walks, risers, etc. It is your responsibility as the Prime Contractor to ensure that your workers are trained in and following a fall protection plan when working in all areas of the theatre.
- Lock Out. Lock out is required to isolate or prevent the unexpected release of energy (electrical, mechanical, hydraulic, chemical, thermal, kinetic, gravitational, pneumatic).
- Tripping Hazards. There are uneven steps in the balcony audience chamber of the Queen Elizabeth
 Theatre and Orpheum, as well as varying level changes in backstage areas of all venues. Please
 review areas being accessed for your event to identify and mitigate any potential tripping
 occurrences.
- Areas of Low Head Room. There are areas of low head room and constricted movement in the back stage areas of Vancouver Civic Theatres. Please review areas being accessed for your event to identify and mitigate any potential tripping occurrences.
- 7. Traffic Plan Loading / Striking. Vancouver Civic Theatres are located in downtown Vancouver in areas of heavy vehicular and pedestrian traffic. Loading bays are located off active main streets and alley ways. Licensees must adhere to an approved VCT traffic control plan, as determined by the Director or their designate. The City will, after consultation with the Licensee, evaluate risk to determine the required traffic control plan, and the Licensee shall be responsible for all costs and expenses occasioned by the required traffic control plan.
- 8. Other. Any special effects required as part of your event need to be reviewed with the Technical Director or their designate. Proper permitting and safe-handling procedures need to be in place. Materials Safety Data Sheets must be provided to Vancouver Civic Theatres.

No.: 24308

Schedule G Ticket Sales Report