



Jalynn Bennett Amphitheatre Catharine Parr Traill College RENTAL AGREEMENT

RENTAL OF THE AMPHITHEATRE

The User hereby rents from Traill College in accordance with the terms and conditions specified in this *Jalynn Bennett Amphitheatre Rental Agreement* and the guidelines outlined in the *Jalynn Bennett Amphitheatre User Guide*. Traill College rents the Amphitheatre to the User for the time and activity as outlined in the *Jalynn Bennett Amphitheatre Booking Form*. Rental agreements do not cover any space or accommodations other than those outlined and agreed between the User and Traill College.

The *Rental Agreement* and *Booking Form* must be filled out by the User and returned to Traill College IN FULL no later than 14 DAYS prior to the event.

This includes payment and proof of insurance and non-profit status (if applicable). Submissions sent later than 14 days before an event will not be approved.

USE OF PREMISES

The Traill College Office hereby grants the User permission to use the Jalynn Bennett Amphitheatre in connection with their event during the dates and times specified by the User. If additional/adjacent College spaces have been booked at the time of the Amphitheatre booking, Traill College grants the User permission to utilize those booked spaces during the dates and times specified with the expectation that Users and attendees adhere to the rules and regulations outlined in this *Rental Agreement* and in the *Jalynn Bennett Amphitheatre User Guide*. In renting the Amphitheatre and premises, the User shall abide to all conditions and stipulations of this agreement. Traill College/Trent University staff reserve the right to enter the premises at any and all times to inspect and confirm the User's compliance with the terms of this Agreement. All other spaces of the College including all indoor and outdoor spaces on the property remain under the College's control and may be used for any and all purposes as the College Office deems appropriate.

INSURANCE

1. A certificate of insurance for Commercial General Liability in the amount of 2 Million dollars with **Trent University** named as additionally insured, must be obtained for professional groups booking the Amphitheatre.

2. *Amateur and non-profit groups* also require insurance. Please contact the Traill College Office at traill@trentu.ca to inquire about details and cost of purchasing insurance.
3. University-run events do not require additional insurance.

* If you have questions or require clarification, please contact the Traill College Office. *

FEES AND DEPOSITS:

1. User hereby submits to Traill College who hereby acknowledges receipt of the following:
 - a. \$100 non-refundable damage deposit for all non-profit and professional groups.
 - b. Proof of liability insurance covering up to \$2,000,000 CAD for professional groups.
 - c. Proof of non-profit status (if applicable).
 - d. Rental Payment IN FULL (14 days in advance of rental period).
2. A booking is only considered confirmed once the College Office has received and executed the contract, received a rental deposit, and confirmed the booking via email.
3. Tickets and promotional materials will not be sold/distributed until the College Office has confirmed the booking.

CANCELLATION

1. If the booking is cancelled by the User, it is the User's responsibility to inform the public of the cancellation.
2. Cancellations must be made 14 days before the first date of the event in order to receive a refund.
3. The \$100 deposit is non-refundable.

COMPLIANCE WITH LAWS AND FACILITY RULES:

1. The User shall maintain proper conduct and decorum at all times and shall comply with all laws, ordinances, rules, and regulations of the Province of Ontario, the City of Peterborough, Trent University, and Traill College. Attendees and patrons of the event are the responsibility of the User.
2. The User acknowledges receipt and understanding of the *Rental Agreement* and rules and regulations outlined herein as well as in the *User Guide*. The User shall reimburse Traill College for any and all damage to the Amphitheater and property incurred from the event or attendees over and above the damage deposit.

MARKETING AND PROMOTION

1. Written approval from Traill College must be attained *prior* to the publication of any and all publicity materials including internet, social media, or in-print advertisements.
2. The event shall not be broadcasted or recorded and published online without approval and consent from the Traill College Office.
3. Advertisements and promotions should not be branded as a production of Traill College or Trent University unless otherwise agreed upon with the College Office.
4. No nails, tacks, screws, or similar such articles shall be placed or installed into any part of the Amphitheatre premises or Traill College grounds.
5. Decorations or signage shall not be placed on the Amphitheatre grounds or Traill College property without permission from the College Office.
6. All approved promotional materials **must** be put up appropriately without defacing any Traill College buildings.
7. Signage and promotional materials **must** be removed immediately following the event.

CONTENT LIMITATIONS

1. All events and activities carried out at the Amphitheatre are subject to review. Promoting or inciting hatred and violence will not be tolerated. Non-compliance may result in a cancellation of the booking or event. Traill College reserves the right to deny use of the Jalynn Bennett Amphitheatre as the College Office sees fit.
2. Trent University reserves the right to deny access or remove persons who act in ways that compromise others' rights to safety and security. The University may reasonably regulate the time, place and manner of expression to ensure that it does not disrupt the ordinary activities of the University free speech policy which can be found here: <https://trentu.sharepoint.com/sites/TrentPolicyLibrary/Trent%20Policy%20Library/Free%20Speech%20Policy.pdf>
3. Placement of signage, decoration, or directional aids in the Amphitheatre or on Traill College property must be approved prior to the event. **All signage and directional aids must be removed following the event.**

SAFETY REQUIREMENTS

1. General Safety Requirements

- a. Sidewalks, passages, stairways, halls, seating, and exits must not be obstructed by an object or person.
- b. Thunderstorms and lightning will likely result in cancellation of the event at the discretion of Traill College.
- c. Pet owners must comply with Trent University's *Pets on Campus Policy* as outlined in the User Guide. This includes that no animals are to be allowed on the artificial turf.
- d. No locks, appliances, pipes, electrical, or other fixtures shall be installed on/in Traill College property.
- e. No props, set pieces, or equipment of any kind may be left in the Amphitheatre or College property after the event. All equipment belonging to the User must be removed by the end of the Users' contracted rental and load-out date(s).

2. Health and Safety

- a. Injury Reporting: Any student or guest who sustains an injury while at Trent University or while engaged in university-related activities is encouraged to report the injury to Campus Security as soon as possible after an injury occurs. Campus Security can be reached by dialing 705-748-1333. Campus security will document events and advise the appropriate managers, as required, so that steps can be taken to prevent another injury.
- b. In the case of an Emergency Cleanup, the College Office *must* be called. The mess must be cordoned so that the area is safe for patrons. The following are considered cleanup emergencies:
 - i. Bodily Fluids
 - ii. Structural damage (ex. broken window)
 - iii. Chemical Spill
 - iv. Flooding
- c. A cleanup is required after each booked period in all spaces booked. This includes food and garbage. Failure by the User to do so will result in additional charges and loss of deposit.
- d. Trent University is a scent-free environment. It is good etiquette to refrain from strong scents, perfumes, and colognes.

3. Fire Safety

- a. No open flames.
- b. No sky lanterns.
- c. No fireworks or sparklers.
- d. No firearms
- e. No explosive or highly flammable solids or liquids
- f. Fire lanes, aisles, and emergency exits must be accessible at all times.

4. Loading Area Policy

- a. Load-in and load-out times which require vehicle access to the Amphitheatre must be confirmed with the College Office in advance.

I hereby have read, understood, and agree to the terms and conditions of The Jalynn Bennett Amphitheatre Rental Agreement as specified by the Catharine Parr Traill College Office.

I have read the User Guide and therefore understand the policies, procedures, and decorum expectations therein.

Signature: _____ Date: _____

Received By: _____ Date: _____

Thank you for completing the *Rental Agreement*.
Please email the completed Booking Form and Rental Agreement to traill@trentu.ca