

# Terms and Conditions

**COVID-19 AND PUBLIC HEALTH:** This Licence Agreement is entered into during Step 3 of the Exit Roadmap Stage as defined in *O. Reg. 364/20: Rules for Areas at Step 3 and at the Roadmap Exit Step* under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020, S.O. 2020, c. 17*. Due to the evolving nature of the COVID-19 global pandemic, York University reserves the right to amend or terminate this Licence Agreement in the event that: (1) the University determines, in its sole discretion, that it is prudent or necessary to do so for reasons of public health, or (2) the University is required to do so by applicable law or Toronto Public Health guidelines.

## Licence

1. **Licence:** The Licence to use Facilities granted by York University to the Licensee under this Agreement is a personal, non-exclusive, non-assignable licence for the use of the Facilities and is limited by the terms and conditions of this Agreement.
2. **Purpose and Use of Facilities:** By accepting this Agreement the Licensee agrees to restrict its use of Facilities to the purpose and to comply with the conditions of use as set out in this Agreement. The Licensee shall further comply with all applicable policies, procedures, guidelines, rules and regulations of York and all applicable laws, bylaws, ordinances, regulations, requirements, codes and standards.
3. **Damage and Repair:** The Licensee is responsible for any damage to Facilities, and shall reimburse York for the resulting cost of repairs. If requested by York, the Licensee shall repair Facilities at the Licensee's own cost in a timely manner and keep York informed, on an ongoing basis, of any damage or repair to Facilities. The Licensee shall not make any alterations to Facilities without York's prior written approval.
4. **Inform Agents of Terms and Conditions:** The Licensee shall inform its employees, agents and contractors of the terms and conditions of this Agreement.

## Ownership

5. **Ownership of Equipment and Facilities:** York retains ownership of all equipment and Facilities, and subject to Section 3 above, York shall maintain equipment and Facilities in good working condition during the term of this Agreement.
6. **Not Acquire Rights:** The Licensee does not have nor acquires any rights to renovate or acquire equipment or facilities during the term of this Agreement. On expiry or earlier termination of this Agreement, the Licensee has no further rights to use or have access to the equipment or Facilities.
7. **Marks and Signs:** The Licensee shall not use any of York University's name or marks on its printed or electronic materials without the express written prior permission of York University. The Licensee may erect a temporary identification sign in connection with the use of Facilities, subject to the prior written approval of York, and at a location as determined by York in its sole discretion. The Licensee shall provide York with a copy of all advertising materials associated with the use of the Facilities for approval for use by York, at its sole discretion. York University reserves the right at any time to alter or remove signs or exhibits, including printed material, products, lights or sound if in York's sole opinion their presentation does not comply with this Agreement.
8. **Access during Timeslots:** The Licensee may use Facilities on a priority basis during the timeslots assigned, subject to Section 2 above. The Licensee shall not interfere or obstruct any operations or activities of York University during its use of the Facilities.
9. **Interruption, Use by York and Alternate Facilities:** York, acting reasonably, has the right to stop, interrupt or reduce any services, systems or utilities provided to, or serving the Performance Facilities. York University is not responsible for any damage caused to the Licensee as a result of such interruption. Where Facilities are not being used by the Licensee, York retains the right to make reasonable use of Facilities. Furthermore, York is entitled, upon reasonable prior written notice to the Licensee, to move the Licensee to alternate facilities.
10. **Access Keys and Cards:** The Licensee shall keep control of all access keys and cards provided to the Licensee by York University in the same manner as the Licensee keeps or would keep secure other comparable keys and cards and in any event meeting at minimum reasonable and industry standard precautions. The Licensee is responsible for any unauthorized use or duplication of such access keys or cards by its employees, agents and contractors, and will immediately notify York in writing in the event that it learns that any access keys or cards have been lost, duplicated or improperly used.

## Fees

11. **Fees:** In consideration for the licence granted to the Licensee hereunder, the Licensee shall pay to York University the fees as set out in this Agreement and the invoice issued by York within thirty (30) days of the event. Any outstanding fees are due within thirty (30) days of the date of the invoice.
12. **Overdue Payments:** Interest on overdue payments is charged at the rate of 1.5% per month (18% per annum), accruing thirty (30) days from the date of the invoice. Interest charges are subject to change. If the Licensee disputes the validity of any specific charge, the Licensee must inform York University's General Manager, Performance Facilities in writing within fourteen (14) days of the date of the invoice.
13. **Other Fees:** In addition to the Fees and payments set out in this Agreement, the Licensee shall pay or reimburse York for:
  - a. All taxes imposed by any government authority in connection with the use of the Facilities
  - b. Levies payable under Retail Sales Tax Act, tariffs to any collective rights society such as SOCAN
  - c. All other charges, levies or fees which may arise from time to time; in connection with the Licensee's use of the Facilities.

## Insurance

14. **Insurance:** York's liability insurance coverage DOES NOT protect the Licensee. The Licensee agrees to maintain the following policies of insurance during the Term of this license (as hereinafter defined):
- a. **Comprehensive General Liability Insurance:** The Licensee must provide proof of comprehensive general liability insurance in the name of the Licensee at time of deposit. Liability insurance shall save harmless York University from any claims for damages that may arise from the use of the facilities.
  - i. Proof of liability insurance coverage in a minimum amount of \$2,000,000 but could be as high as 5,000,000 is required with an endorsement naming York University, its Board of governors, trustees, officers and employees as an Additional Insured.
  - ii. The insurance policy or policies shall contain a cross-liability clause protecting York against claims by the Licensee as if York were separately insured, and protecting the Licensee against claims by York as if the Licensee were separately insured.
  - iii. Where there is ongoing continuous use, the insurance will contain a clause that it will not be cancelled or changed without York first having received not less than 30 days written notice of such cancellation or change.
  - b. **Property Insurance:** If the Licensee brings its own equipment onto York premises (the "Licensee's equipment"), all risks property insurance covering the Licensee's equipment located within the premises, in the amount equal to the full replacement cost of the Licensee's equipment.
  - c. **Other Insurance:** Such other types of insurance, or such greater amounts or additional risks with respect to insurance of the types set out above, as would be carried by a prudent licensee and as York University may from time to time reasonably require.

## Confidentiality

15. **Confidential Information:** The Licensee and York may, from time to time, disclose confidential information to each other to facilitate work under this Agreement. Each party shall safeguard and not disclose such information to anyone without a "need to know" within either party. During the Term and for a period of three (3) years after the expiry or earlier termination of this Agreement, each party shall take reasonable measures, and at least the same measures as it takes in respect of its own confidential information, to keep confidential the confidential information provided to it by the other party. Neither party shall use the other party's confidential information for any purpose except that for which it was initially provided to the receiving party. Both parties shall use their best efforts to protect such information from disclosure to third parties not bound by this Agreement. The obligation to keep confidential does not apply to information which:
- a. is already known to a third party to which it is disclosed;
  - b. becomes part of the public domain without breach of this Agreement;
  - c. is obtained from third parties which have no confidentiality obligations to the parties hereto
  - d. is authorized for release by the disclosing party; or
  - e. is to be disclosed pursuant to the lawful requirement of a government agency or order of a court of competent jurisdiction or by operation of law, provided that York is notified prior to such disclosure and the disclosure is subject to all applicable government or judicial protections which may be available.
16. **Privacy:** The Licensee acknowledges that York University is subject to privacy legislation including *Freedom of Information and Protection of Privacy Act*, and the Licensee shall assist York in complying with such privacy legislation including any disclosure duties.

## Disclaimer of Warranty

17. **Disclaimer:** York University makes no representations or warranties, either express or implied, with respect to the functioning of Facilities or with respect to any services or equipment provided to the Licensee. York University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and in no event is liable for any loss of profits, be they direct, consequential, incidental or special or other similar or like damages arising from any defect, effort or failure to perform even if York has been advised of the possibility of such damages.
18. The Licensee accepts the Facilities and any services or equipment on an "as is" basis.

## Indemnity

19. **By Licensee:** The Licensee shall indemnify, save harmless and release York University and York's Board of Governors, officers, employees, contractors, and agents from and against any and all suits, claims, demands, costs and expenses whatsoever, including reasonable legal fees and disbursements: (i) on account of injuries (including death) to persons using or involved in the Licensee's use of Facilities; (ii) arising from the use of Facilities (whether authorized or not); (iii) from any willful or negligent act or omission in breach of this Agreement by the Licensee or its officers, directors, employees, contractors and/or agents (collectively the "Licensee Personnel"); and/or (iv) damage to Facilities, or York property; caused by the willful or negligent act or omission of the Licensee or the Licensee Personnel. The Licensee shall further indemnify, save harmless and release York and York University's Board of Governors, officers, employees, and agents against all claims arising out of the infringement of royalty rights, copyright, SOCAN charges, slander, or libel which may occur as a result of or in connection with the Licensee's use of Facilities.
20. **Limitation of Liability:** In no event is York liable for loss of business or profit, or for any indirect or consequential loss or damage, regardless whether arising under contract or tort or based upon strict liability or other theory of law or equity. Further, York is not liable and assumes no responsibility for loss, theft, damage or injury to persons or property of the Licensee, before, during or after the use of Facilities.

## Term, Cancellation and Termination

21. **Term:** This Agreement commences as of the date hereof and continues until completion of all obligations by the parties hereunder (the "Term").
22. **Cancellation:** The Licensee may cancel this Agreement at any time upon prior written notice to York University. In the event of any cancellation, York is entitled to liquidated damages based on the estimated total amount (including York's overhead costs) and any expenses incurred in good faith by York in preparation for the Licensee's use of Facilities. In addition to these amounts, if the Licensee cancels this Agreement more than 6 weeks before the scheduled event, the Licensee shall pay to York fifty percent (50%) of the estimated total amount and any expenses incurred in good faith by York in preparation for the Licensee's use of Facilities. If the Licensee cancels this Agreement less than 6 weeks prior to the scheduled event, the Licensee shall further

pay to York the amount of Two Dollars (\$2.00) per ticket sold as a fee to cover the costs incurred in refunding tickets. If the Licensee cancels this Agreement less than three (3) weeks before the scheduled event, then the Licensee shall further pay to York the remaining fifty percent (50%) balance of the estimated total amount.

23. **Termination if Breach:** York retains the right to terminate this Agreement immediately at any time if the Licensee violates or threatens to violate any of its obligations under this Agreement, unless York waives such right in writing to the Licensee.
24. **Termination if Bankrupt:** This Agreement terminates immediately if an assignment is made by the Licensee for the benefit of creditors, if a trustee in bankruptcy, receiver or receiver and manager is appointed to take possession of all or most of the Licensee's property or if the Licensee ceases to carry on business in the normal course.
24. **Force Majeure:** In the event that the performance of the terms of this Agreement by either party is delayed, hindered or prevented by a Force Majeure (as defined below), the party may, at its option suspend this Agreement in whole or in part without liability or account thereof; provided that the other party may terminate this Agreement without liability or waiver of breaches by the first party unrelated to the Force Majeure event, if such a situation of orce Majeure continues for 90 days. For the purposes of this Agreement, "Force Majeure" means any cause beyond the reasonable control of the party seeking to take advantage of such Force Majeure including, without limitation, any strike, lockout, labour dispute, act of God or war, insurrection, riot, epidemic or communicable disease outbreak, public health emergency, or civil disturbance.
25. **Compliance with Law:** The Licensee shall at all times during the term of this Agreement comply with all applicable laws, including but not limited to regulations, by-laws, orders and directives of an applicable authority, and the policies, procedures and Rules and Regulations of York (including but not limited to Schedule "A" hereto). Failure to do so is a material breach of this Agreement.

### **General Provisions**

26. **Entire Agreement:** This Agreement, as may be amended by York and the Licensee in writing from time to time, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.
27. **Time of the Essence:** Time is of the essence and no extension or waiver operates to amend this provision.
28. **No Breach:** The Licensee and York University represent and warrant to each other that neither the execution of this Agreement, nor the performance of its obligations hereunder, will breach or result in any default under its articles, by-laws, or other organizational documents, or under any agreement (oral or written), licence or permit to which it is a party or by which it may be bound.
29. **Assignment:** The Licensee may not assign this Agreement or subcontract or otherwise transfer any of its rights and obligations hereunder, in whole or in part, without York's prior written consent, which consent may be withheld at York's sole discretion. Subject to the foregoing, this Agreement is binding upon and to the benefit of the parties hereto and their respective successors and permitted assigns. In the case of the sub-contracting of any service to be performed by York, the Licensee shall not unreasonably withhold consent.
30. **Delivery of Notices:** Any demand, notice or other communication to be given in connection with this Agreement is to be given by email to the recipient as follows:  
  
York University:               Name: Jacquie Lazar  
  Title: Manager, Performance Facilities  
  Phone: 416.736.2100 x55776  
  Email: [jacquiel@yorku.ca](mailto:jacquiel@yorku.ca)
31. **If Conflict:** In the event of a conflict between the terms of the Licence to use equipment and any of the Schedules thereto, the terms of this Agreement govern.
32. **Waiver:** No waiver of this Agreement is valid unless it is in writing by an authorized representative of the party giving the waiver.
33. **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals there from.

## **Rules and Regulations**

**Staff** - In general, staff who are scheduled to provide support for events are union members whose terms and conditions of employment (including, but not limited to, hourly rates of pay, overtime, meal and rest breaks) are governed by the provisions of applicable collective agreements.

**Piano tuning** - Requests for piano tuning are to be made at the time of booking. Pianos owned by York must be tuned by York's piano tuner. Licensees requesting piano tuning will be charged for tuning services.

**Emergency:** In case of an emergency, the Licensee shall inform Facilities staff immediately. The Licensee shall comply with the instructions of York's Security Services and Emergency Guidelines, posted at [http://www.yorku.ca/security/emergency\\_guides.htm](http://www.yorku.ca/security/emergency_guides.htm)

**Start and End:** At the time of arrival, the Facilities are in a neutral state (i.e. no set up has begun). Adequate time must be booked for the set-up, performance, and strike/load out. The Licensee(s) must adhere to the scheduled times to avoid additional venue and labour charges. York University retains the right to close the performance in order to have Facilities vacated and equipment cleared according to the set schedule. Labour charges will continue

until Facilities are returned to neutral. This includes the restoration of house lighting plots, clearing of dressing rooms, completion of load out, that all personnel are vacated from the premise, and the locking up the facility.

**Crew Show calls:** House Captains are required one and a half (1.5) hours and Ushers are required one (1) hour before the performance start time. Technical crew calls start at least one (1) hour before the performance start time.

**Additional Equipment:** The Licensee is responsible for the security and safety of any equipment brought on to the premises by the Licensee(s). York is not responsible for any theft, vandalism, or loss. The Licensee(s) is responsible for ensuring that the equipment complies with the Canadian Safety Standards prior to the event.

**Displays:** Displays in the lobby / foyer are limited to table top and free standing. Nothing may be affixed to the walls. Displays must be completely removed prior to departure by the Licensee(s). Driving nails or screws into the stage floor or any area of the Facilities is not permitted.

**Recording equipment:** The audience's use of camera and recording equipment is at the discretion of the Licensee(s). The Licensee shall make an appropriate announcement at the beginning of the performance.

**Custodial services:** A minimum of \$255.00 will be charged to the Licensee(s) for cleaning services on Friday and Saturday events. A minimum of \$120.00 will be charged for events held from Sunday to Thursday.

**Security:** York University reserves the right to require the presence of security at any performance and in whatever numbers it deems necessary. The cost of such security personnel will be borne by the Licensee(s) and is payable 15 working days in advance of the event. Coordination of security staff is carried out by the Technical Services Coordinator or his/her designate.

**Use of equipment:** Only York University personnel may use University owned equipment. The control of such use is under the supervision of the Technical Services Coordinator or his/her designate.

**Electrical Hookup:** During the booking process, the Licensee(s) must notify Performance Facilities staff of power requirements beyond the standard 115 VOLTS, 15 AMP AC. If additional electrical service hook up is required, arrangements must be made for a York University electrician to be present at the time of that hookup. All charges for this service are to be paid by the Licensee(s).

**Plant:** Performance Facilities and its staff cannot be held responsible for any interference with electrical power, heating, cooling, or other factors not under their direct control.

**Advertising:** Facilities are not to be advertised or used for any other purpose than that set out in the Agreement. No advertising costs may be charged to York.

**Food and Drink.** With the exception of bottled water, no eating or drinking is permitted in the Facilities. This includes the audience chamber, as well as on stage and in the wings. Food and drink may be consumed in the back stage hallways and dressing rooms with prior written consent from Performance Facilities. Any clean up required or damages resulting from spills or stains in the occupied spaces will be charged to the licensee(s).

**Merchandise:** The sale of recordings, clothing, souvenirs and other merchandise is permitted at performances subject to the prior written approval of York University and under the following conditions:

1. Requests to sell merchandise must be made in writing and submitted during the booking process. The location where sales can occur will be specified by York University. Sales may only take place before the event, during intermission, or after the event.
2. York University is entitled to a table fee of \$100.00 per day that merchandise is being sold.
3. Upon request, York University may provide assistance to sell the merchandise. The cost for such assistance is to be calculated at the Event Assistant rate (\$25.00 per hour) with a minimum 3 hour shift.
4. York University may prohibit the sale of merchandise if the merchandise offered conflicts with a standing exclusivity agreement or clause in a contract or lease agreement held by York University with a commercial tenant or other third party.

**Storage:** York University will not store items beyond the times specified in the Agreement. It is understood that all materials required for an event will not arrive before the designated load in time, and will be transported away from York University during the load out. Anything left behind will be disposed of at the Licensee's expense.

**Fire code:** Local fire regulations must be observed at all times. This includes restrictions on set materials and the prevention of obstruction of fire equipment, aisles, and exits. Fire doors may not be propped open.

**Open Flame:** The use of candles or any other open flame is not permitted anywhere in the Facilities. This includes the lobby, dressing rooms, audience chamber, backstage or on stage. Clients will not use any explosive, corrosive or other flammable substances without the express written consent of the Performance Facilities General Manager. Clients will further abstain from producing any unusual, noxious, or objectionable smoke, gases, vapor, or odors. The user is responsible for the use of theatrical smoke in such a way as to not allow smoke alarms to go off.

**Flame/Fire-proofing:** Materials used on stage must be treated with flame retardant and have the appropriate documentation which certifies that they meet current provincial and local fire regulations.

**Weapons:** No one is permitted to have or use firearms, weapons, ammunition or explosive substances on lands or in premises which are leased, owned, operated or otherwise controlled by York University, unless specifically granted such permission by the University. Peace officers and members of the Canadian Armed Forces attending on University premises in the course of their duties are not required to obtain permission to carry duty weapons.

Productions which require the use of firearms, weapons, or explosive substances on stage must indicate this in writing at the time of booking and must follow industry best practice as outlined in the Safety Guidelines for the Live Performance Industry in Ontario. Productions wishing to use prop firearms are required to produce a valid Canadian PAL license.

**Audience Chamber:** Access to the audience chamber from the lobby is restricted to performance times. Personnel wishing access to the theatre before or after the performance are required to use the stage entrance. Other than during a performance with Front of House staff present, the use of the audience chamber is restricted to the production team, stage management and designers. Unless Front of House staff is present no other person will be granted access to the audience chamber nor can it be used for storage of personal belongings such as coats, musical instruments, or other items. Further, the theatre seating area can not to be used as a waiting area for performers or their friends, parents or relatives. Licensee will be charged for all Front of House costs. **With the exception of bottled water no other food or drink is permitted in the theatre at any time.**

**House Opening:** The house will open when the Lead Technician has conferred with House Captain. This will happen approximately ½ hour prior to curtain time.

**Seating Capacity:** The seating capacity for each Performance Facility venue will be strictly enforced. There is no standing room occupancy permitted. The Licensee is not permitted to move, add, remove or obstruct any theatre seats.

**Children and Infants:** Fire and safety regulations require that every person entering the auditorium, including babies and children, are required to have a ticket. No strollers or large items are permitted in the auditorium.

**Start Time of Performance:** The performance may begin only when the House Captain, in consultation with Box Office, indicates such to the Lead Technician. Performances are to start at the posted curtain time.

**Intermission:** Intermissions during performances are to be 15 minutes in duration.

**Late Seating:** Patrons who arrive late will be asked to wait until an appropriate break in the performance occurs. A suitable break will be determined by the House Captain in consultation with the Stage Manager. The House Captain will decide how and where any late patrons are to be seated.

**Smoking:** York University is a smoke free environment. Smoking is not permitted in any of the buildings. Smokers are asked to smoke outdoors 9 feet away from any entrance or building overhang. Smokers are further encouraged not to leave cigarette butts on the ground but to dispose of them in the containers provided. It is the responsibility of the Licensee to ensure that all staff, performers and management personnel with the Licensee adhere to the smoking policies at York University.

**Animals:** With the exception of service animals used to assist persons with disabilities, animals are not permitted in the Facilities. A request must be made in writing and submitted at the time of booking for the use of animals in any production. The request should include a plan for the caging and clean up as well as any safety precautions necessary. It is expected that all who have animals participating in productions will use industry best practices and the animals will be treated humanely.

**Parking:** Parking at the loading bays is for the purpose of loading and unloading. Vehicles left in the bays will be subject to fines and/or towing. Idling of vehicles while in the loading dock is not permitted. Limited parking may be available at the loading dock for small trucks and cars at a cost. If you are interested in using these parking spaces (if available) please indicate this during the booking process. The Licensee agrees to adhere to the parking regulations at York University. Vehicles parked on the loading dock without permission will be tagged and towed at the owner's expense.

Parking for York University guests is available in the Student Services Parking Garage, at the corner of Ian MacDonald Blvd and Fine Arts Road, located out of the South East doors of Accolade East Building. Please note that there are no in/out privileges for this parking lot.

## Box Office and Ticketing

All tickets for all events taking place in the Performance Facilities of York University must be printed and sold through the AMPD Box Office .

Show ticketing and information will be customized for your tickets. **Please allow 5 business days for event build and programming.** Please plan ahead as it may not be possible to accommodate last minute ticket requests.

### Box Office Policies re: ticketing & ticket pricing

1. Advertised all-inclusive ticket prices to events will include applicable **HST** and **Facilities Renewal Fee** per ticket
2. There are no refunds or exchanges.
3. York University charges a Box Office Commission Fee of 5% of ticket sales, minimum \$100 to be paid by the Licensee (Producer) to cover event ticket programming, box office set up and includes credit card/debit charges.
4. Advertised ticket prices must include applicable HST and Facilities Renewal Fee. The HST is applied to the base ticket price and is applicable to all events taking place in AMPD Performance Facilities. In addition to the HST, a Facilities Renewal Fee of \$2.00 is applied to each ticket that is priced at \$5.00 or more. This fee is incorporated into the ticket price and is paid by the customer. The Facilities Renewal Fee is a capital improvement fee to assist with the long-term upkeep of the Performance Facilities. (Note: HST is not charged on the Facilities Renewal Fund fee.)
  - a. Performance Facilities remits the HST to the CRA and the revenues net of the HST are given to the Licensee after the event is reconciled.

5. Complimentary ticket production and distribution must be arranged in advance with the AMPD Box Office and a fee of \$0.75 per comp ticket issued will be charged to the Licensee (Producer)
6. Consignment Ticket Production is available and must be arranged in advance with the AMPD Box Office. Consignment tickets must not exceed 20% of total capacity and consignment tickets issued to the Licensee (Producer) are subject to a charge of \$0.75 per ticket. The Facility Renewal Fee is applied to all sold consignment tickets. Unsold tickets must be returned to the box office at least 48 hours prior to the event.
7. When applicable, ticket sales settlement (less expenses) are paid out by cheque, please allow 4-6 weeks for settlement.
8. All discount coupons or vouchers must be submitted to the box office for review prior to distribution.

### Seating Holds

For all events, certain seats will be held by the box office prior to the tickets being made available for sale. These seats will include seats reserved for sale to people who require accessible seating (*under the Accessibility Standards for Customer Service, Ontario Regulation 429/07*). The Box Office will hold 4-8 seats for guests with accessibility needs and wheelchairs for sale through the box office. The Box Office will hold 6 house seats for each performance for House Management to resolve seating problems at show time. Some additional seats may need to be blocked off to accommodate such things as camera placement, technical equipment or obstructed seats.

### Box Office Service Information

1. Tickets to your event may be available through the following:
  - a) **Online** at [ampd.yorku.ca/boxoffice](http://ampd.yorku.ca/boxoffice) - 24 hours a day up to and including the day of the event.
  - b) **By phone** at 416736.5888 - during regular Box Office hours open 3 hours prior to the event.
  - c) **In person** at the box office during regular Box Office hours and open 3 hours prior to the event.
2. A Box Office service fee of \$2.25 per ticket including HST (to be paid by the customer) on all tickets purchased by phone or online. There is no service fee on tickets purchased in person by the customer.
3. Purchased tickets are non-refundable and non-exchangeable.

Box Office operating hours are scheduled monthly. Contact the Box Office directly at 416-736.5888 or [boxoffice@yorku.ca](mailto:boxoffice@yorku.ca) for current hours.

## Promotion Guidelines

Please note that the Producer is solely responsible for marketing and advertising the event.

Please ensure that the following information appears on all promotional material:

- The proper name of the venue
- The box office phone number: **416-736-5888**
- The website address **[ampd.yorku.ca/boxoffice](http://ampd.yorku.ca/boxoffice)**. This website allows patrons to purchase tickets online and also provides information about location, parking etc.
- Be sure to provide the box office with copies of your marketing materials *before* the event (including digital promotion):
  - Promo description for online ticketing site
  - Promo or production photo (JPG format)
  - Digital copies of poster, flyer and program
  - Print Material (Posters: 6 minimum / Flyers: 50 minimum)
  - Press Release / Promotional Emails

## Front of House Guidelines

1. The house doors will be opened 30 minutes prior to the start time of the event.
2. Intermissions should be 15 minutes in duration.
3. Late seating is determined by the Licensee and monitored by the Stage Manager and House Captain.
4. Cameras or recording equipment are not allowed in the auditorium unless permission is given by the Licensee.
5. No items may be attached to the walls or doors of the lobby or auditorium. Please use designated display areas or fixtures.
6. The Licensee is not permitted to move, add, remove or obstruct any theatre seats.
7. Except for bottled water, food and beverages are not allowed in the auditorium at any time including rehearsals.
8. Every person entering the auditorium, including small children, is required to have a ticket. No strollers or large items are permitted in the auditorium.
9. Whenever there are people in the house during a Licensee's open rehearsal, Front of House staff will be scheduled to attend and the Licensee shall pay for the staffing as billed by York University.
10. All performers/artists should enter and exit through the backstage doors. Visitors are not allowed in the backstage areas or on stage.

### Lobby Set-up & Services

To ensure a well organized event, advanced notice needs to be provided if you are planning:

- Lobby displays
- Require tables or chairs for use in the lobby
- That any merchandise sales will take place in the lobby. (A lobby sales commission payable to York applies.)

If you would like to have:

- A beverage / bar service
  - Coat check service for guests
- at your event, these must be requested in advance so that they can be arranged for.

## **Catering & Beverage Service/Sales**

All food and beverage services for events taking place in Performance Facilities must be provided by designated York University caterers or vendors. A list of food and beverage service providers can be found at <http://foodservices.info.yorku.ca/catering/>

### **Use of Function Space**

- Please note: The CIBC Lobby is a shared space, serving the Sandra Faire and Ivan Fecan Theatre, Tribute Communities Recital Hall and the Price Family Cinema as well as the Box Office area. As such, there may be more than one function requiring access to the lobby at any given time.
- The use of all spaces, including corridors, stairways and aisles, must be in accordance with municipal and York University fire and safety regulations.

### **Catering & Rental Equipment**

1. All food and beverages brought in for the Licensee are the responsibility of the Licensee. This includes delivery, storage, service and cleanup.
2. Caterers contracted by the Licensee are responsible for providing all equipment and service wares required for servicing the event. Any use of Performance Facilities equipment on site must be requested and arranged prior to the event.
3. Provision for heating food or drink must be discussed and agreed to prior to the contract to ensure that the building's electrical resources are adequate and appropriately situated. Subject to negotiation, caterers may use the (limited) kitchen facilities available in the Accolade East Building.
4. Caterers are responsible for setup and dismantling of their rental equipment within the appropriate staging area. Caterers should make arrangements with the Front of House Services Coordinator in advance for delivery, storage and pickup of any rental equipment.
5. The Licensee may choose to provide backstage hospitality for artists and participants. The provision and setup of backstage hospitality must be coordinated with the Front of House staff.

### **Cleanup**

1. It is the Licensee's responsibility to ensure that all cleanup requirements are followed in all spaces where hospitality is provided, including dressing rooms and Green Room areas backstage. Any questions about cleaning procedures should be referred to the Front of House staff on duty at the time of the event.
2. Floors should be kept free of catering debris, including food or beverage spills, at all times. Broom, mop etc. can be provided on site.
3. Caterers must clean up immediately at the end of the event. No food may be left on the premises overnight or for any extended period of time. Sinks, countertops and prep tables must be cleared of debris and thoroughly cleaned. (Please note: the Licensee /caterers must provide their own cleaning materials.) Refrigerators must be emptied of the Licensee /caterers belongings and all food and beverages provided for the event. All rental items must be removed, repacked and placed in a location designated by the Front of House Services Coordinator.
4. All trash must be collected and deposited into the dumpster located in the loading dock. Trash cans and liners will be provided by Performance Facilities.
5. When the event is over, before leaving, the Licensee must check out with senior Front of House staff who will ensure that the above cleanup requirements have been met. Fine Arts Performance Facilities space and equipment utilized by the client must be returned to the condition in which they were found. The cost of any additional cleanup required will be passed on to the Licensee.

## **Archive and Media Recordings**

### **Camera Placement & Set-up**

1. Camera operators must set up in their pre-arranged camera positions at least one hour prior to the event start time.
2. Camera tripods or equipment may not obstruct fire exits, aisles or stairways. Aisles must be clear at all times.
3. Cameras cannot be set up in wheelchair or accessible seating areas.
4. Power cords and cables must be taped down or otherwise properly secured.
5. Camera operators should not block the audience view or distract patrons during the performance.

## **Technical and Stage Services**

**Orchestra Pit**

Please note that only the Sandra Faire and Ivan Fecan Theatre has an orchestra pit.

**Rigging and Flying**

If you are going to be bringing any signs, banners or scenic elements that you wish to have suspended / rigged, this work may only be done by Performance Facilities staff technicians. If you are planning for these types of rigging needs, please provide additional information in advance of your arrival at our facilities.

**On Stage Dangers**

There are very strict regulations regarding the use of open flame (including candles), pyrotechnics, and weapons on stage. If you plan to use any of these items, please check with our office for additional information.

**Flame Proofing**

All materials used on stage must be treated with flame retardant and must have the appropriate documentation which certifies that they meet current provincial and local fire regulations.

**Electrical Power**

If you require an electrical hook-up for any equipment that you will be bringing, the Licensee must inform Performance Facilities in advance. We will arrange for an electrician to hook up your equipment with our company switch or install 'shore power'. Additional charges will apply.





## Appendix A – COVID – 19 Policies and Procedures

The licensee agrees to adhere to all Covid-19 policies and procedures as outlined by York University. These policies are subject to change based on current public health guidelines and may be stricter in nature than those outlined by Toronto Public Health. These consist of, but are not limited to the following responsibilities:

1. Ensuring that all performers involved with the event or watching the event, and staff have provided proof of being fully vaccinated (14 days post second dose) with a Health Canada or W.H.O approved vaccine.
2. Ensuring that no guest attends the event unless they have a reservation, i.e. they have been issued a ticket from the AMPD Box Office.
3. Verifying vaccination status and identification of guests at point of entry using the Verify ON app OR paper copies of vaccine receipt In accordance with section 2.1 of O. Reg. 364/20: Rules for Areas at Step 3 and at the Roadmap Exit Step under the Reopening Ontario (A Flexible Response to COVID-19) Act, 2020, S.O. 2020, c.17.
4. Ensuring that all performers and organizers involved with the event or staff and guests screen prior to coming to campus using the YU Screen App: [YU Screen](#). Performance Facilities staff may request proof of screening. Further, ensuring that anyone who fails the screening should not come to York University or will be asked to leave, if already on campus
5. Communicating to all performers and staff involved in the event that if they are unwell on day of event that they are not to attend any York University Campuses.
6. Ensuring performers, staff and guests adhere to applicable physical distancing requirements (i.e. currently 2 meter or 6 feet) while on York University Campuses (where and if applicable).
7. Adhering to space capacity limits as outlined by the Manager, Performance Facilities (where and if applicable).
8. Ensuring all performers, staff and guests wear face coverings/masks indoors at all times, (and outdoors) if physical distancing of 2 meters / 6 feet cannot be maintained while on York University Campuses. Exemptions for wearing masks may be made while performing. <https://www.yorku.ca/bettertogether/wp-content/uploads/sites/299/2021/09/York-Universitys-Mask-or-Face-Covering-Protocol-September-2021.pdf>
9. Ensuring there is a supply of new masks/face coverings for those performers, staff and guests related to the event who may not come with one, on the day of event.
10. Providing a list of all performers, organizers, and guests that will be backstage to the Manager, Performance Facilities prior to event day that will list the First Name, Last Name and phone number for contract tracing and maintaining these records for a minimum of thirty (30) days.
11. Preparing a COVID safety plan.
12. Notifying any performer, staff or guest to leave York University Campuses if they appear to be exhibiting any symptoms of COVID-19 and advise them to self-isolate and contact their local Public Health Unit.