MEADOWVALE THEATRE RENTAL CONTRACT TERMS & CONDITIONS

COMMON TERMS AND CONDITIONS

1.0 Collection of Information

1.1 Personal information contained on this form is collected under the authority of section 11 of the *Municipal Act 2001*, S.O. 2001, c.25. The information will be used for the purpose of administering the City's Meadowvale Theatre Rental contract (hereinafter, the "Rental Contract"). Questions about this collection should be directed to: Manager, Customer Service Centre at 905-615-4100.

2.0 The Rental Contract

2.1 The Rental Contract is for the rental of the Meadowvale Theatre including any of the public or rentable spaces (auditorium, lobby, rehearsal hall) within Meadowvale Theatre (hereinafter, "the Facility") for the function for which this Rental Contract is issued (hereinafter, the "Event"). The Requestor cannot transfer, assign or sublet the Rental Contract without prior written authorization from the City.

3.0 Observance of Laws

3.1 The Requestor must comply with all applicable laws, regulations, by-laws, policies, rules, and other requirements that may apply to the use of Facility and the Event, including but not limited to the following:

(a) the *Ontario Human Rights Code*, as amended.

(b) the City's Corporate Policy for Use of City Facilities, which sets out the conditions of acceptable use of City Facilities, and the Mississauga Meadowvale Theatre Guidelines as amended.

(c) the City's Respectful Workplace Policy and "Respectful Workplace Statement of Commitment," which prohibits any form of discrimination, harassment or bullying.

3.2 The Requestor acknowledges that the City will not provide public space and facilities within its jurisdiction to any person that promotes or endorses views or ideas, which in the sole opinion of the City are likely to express or promote discrimination, contempt or hatred for any person on the basis of race, national or ethnic origin, citizenship, religion, age, sex, marital status, family status, sexual orientation, disability, political affiliation, economic status or level of literacy. The City reserves the right to cancel the Rental Contract if any of the above-noted circumstances arise.

4.0 Liability and Insurance

4.1 Limited Liability and Release

The Requestor hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors, and the Requestor further agrees that notwithstanding anything to the contrary contained herein, the City, including its elected officials, officers, employees, agents and contractors shall not be liable to the Requestor or to anyone for whom the Requestor may be in law responsible for, any loss of or damage to property, personal injury or death, or any other losses, actions, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Requestor or any of the Requestor's permitted invitees, guests or participants during or otherwise in relation to or in connection with the Requestor's use of the Facility and all activities relating to such use or any other matters under this Rental Contract, negligent misrepresentation, breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the City or the part of anyone for whom the City is in law responsible, by the presence of the Requestor or anyone else upon the Facility, the conditions or state of repair of the Facility and the breach of any of the provisions of this Rental Contract by the City, including, but not limited to, any negligent act or omission of the City, or their employees, agents, contractors or invitees, which causes or contributes to any such injury, damages or loss.

4.2 Insurance

(a) The Requestor agrees to maintain at its sole cost and expense, the following insurance coverage with financially sound and reputable insurance companies. The coverage must be maintained in full force and effect at all times throughout the Event.

(i) Commercial General Liability Insurance in the amount of at least Two Million Dollars ($2,000,000.00) per occurrence or Five Million Dollars ($5,000,000) per occurrence for events

with high risk, for all claims, demands actions, causes of action that may be taken or made against the Requestor for any loss of or damage to property, and personal injury, including bodily injury or death, that may arise with respect to the obligations and operations of the Requestor as per this Rental Contract. The policy must also include tenant's legal liability, contractual liability, non-owned automobile liability, products and completed operations coverage, employees as additional insured's and a cross liability and severability of interest's clause. The policy must add the City as an additional insured.

(ii) "All Risks" property including machinery breakdown insurance in an amount equal to the full replacement value of all property owned by the Requestor or for which the Requestor is legally liable and which has been installed on the premises including, without limitation, all chattels, equipment, machinery, furniture, and inventory.

(iii) This policy will be endorsed to include the City as a loss payee.

(b) In addition, if the Manager of the Meadowvale Theatre (the "**Manager**"), in the Manager's opinion deems the Event, performance, performers or audience attracted by an Event constitute a danger to the contents, property or audience of the Meadowvale Theatre, the Requestor shall procure additional insurance coverage to be determined and approved at the sole discretion of the City.

(c) All Policies of insurance shall:

(i) be non-contributing with, and will apply only as primary and not as excess to any other insurance available to the City;

(ii) contain a waiver of subrogation rights which the Requestor's insurers may have against the City and against those for whom it is in law responsible.

(d) The Requestor shall be solely responsible for settling any injury claims with its employees, performers, agents or representatives.

Thirty (30) days prior to the Event, the Requestor shall deliver to the City a certificate of Insurance evidencing the insurance required under this Rental Contract. A PDF fillable City of Mississauga Certificate of Insurance can be found at www.mississauga.ca/certificateofinsurance .

(e) In the event the aforementioned policies are terminated or cancelled by the insurer(s), the Requestor shall require the insurer to provide written notice of such termination or cancellation to the City at least thirty (30) days before the effective date thereof for City written approval. Any revisions must be submitted for City approval. Any unauthorized changes may constitute automatic termination of this Rental Contract, as applicable, at the City's sole discretion.

4.3 User Insurance

If the Requestor's insurance does not meet the requirements of section 4.2, with the Manager's approval, the Requestor may purchase the user insurance through the City's insurance broker, as required by the City.

4.4 Indemnification

(a) General Indemnity -The Requestor shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors (the "**Indemnified Persons**"), from and against any loss, cost and expense incurred by the City because of any demands, actions, suits or claims brought against the City and/or Indemnified Persons as a result of, arising from and in any way related to or as a result of any act or omission that results in any loss of or damage to personal or real property, personal or bodily injury including death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Requestor by its use of the Facility, or by anyone else permitted in the Facility by the Requestor or by anyone for whom in law the Requestor is responsible, including any losses or damages which have been caused or contributed to by any breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the City or on the part of anyone for whom the City is in law responsible, by their presence upon the Meadowvale Theatre, the condition or state of repair of the Facility and the breach of any of the provisions of this Rental Contract by the City, including, but no limited to, any negligence on the part of the City, or its employees, agents, contractors or invitees, which causes or contributes to any such injury, damage or loss.

(b) Intellectual Property and Copyright - The Requestor shall defend, at its expense, any action brought against the City and the Indemnified Persons to the extent that the action is based on a claim that the

Event (or any part thereof) infringes any third-party's intellectual property rights including, without limiting the generality of the foregoing, copyright, trade secret, patent, music, dance, performance, moral or dramatic rights and the Requestor shall indemnify and hold the City harmless with respect to all resulting court costs, damages or settlements awarded against the City provided that:

(i) the City notifies the Requestor of any matter in respect of which the foregoing may apply and of which the City has knowledge; and

(ii) the Requestor has sole control over the defence, settlement or compromise of any such action.

5.0 The Rental Period

5.1 The Requestor shall use the Facility only during the period specified on page 1 of the Rental Contract (hereinafter, the "Rental Period"). Set-up, clean-up and take-down is included in the Rental Period.

In the event that the Requestor wishes to access the Facility on dates and times other than the Rental Period, the Requestor must seek consent in writing from the City, and additional charges will apply as per the City's applicable Fees and Charges By-law and will be included in the Total Fees payable. Notwithstanding the above, the City, at the City's sole discretion, may deny the request.

6.0 Provide the Information

6.1 The Requestor shall provide the required information, including but not limited to the list of the Event sponsors, the staffing requirements, the equipment requirements, to the satisfactory of the City.

6.2 The Requestor shall inform the City in advance of the Event of any violence, coarse language or nudity in the content of the scheduled Event. The City may determine, at the City's sole and absolute discretion that the content is offensive and obscene and may terminate the Rental Contract as a result.

7.0 The Facility

7.1 As is where is

The Requestor hereby acknowledges and agrees that the Facility and all infrastructure equipment are being provided to the Requestor on an "as is" basis and that it is the sole responsibility of the Requestor to determine the adequacy, condition and suitability of the Facility for the use intended by the Requestor.

7.2 Concurrent Uses

The Requestor acknowledges that the City reserves the right to rent or license parts of the Facility during the Event provided that such renting to others shall not interfere with the use of the Facility by the Requestor. The use by the Requestor of the hallways, box office, front entrance, and washroom facilities (collectively the "Public Spaces") shall be concurrent with the use of such others as the City may determine. The Requestor has no right to enter or use any area except the Facility and the Public Spaces.

7.3 Use of Premises

(a) The Requestor agrees to use the Facility **only** for the uses set out in the Rental Contract.

(b) Gambling, betting for gain/reward or adult entertainment or any illegal activity is prohibited in this Facility or in any City facility.

(c) The Requestor agrees not to use the Facility in a manner that interferes with the use and enjoyment of other occupants of the Facility or the occupants of the abutting school. The Requestor shall not in any way obstruct or interfere with the rights of other occupants of premises in the building or injure or annoy them.

7.4 Waste and Nuisance

The Requestor agrees not to do or to suffer or to allow to be done any action which would damage, waste or disfigure or injure the Facility or any part thereof or otherwise cause a nuisance. Any such action to the Facility or the City's property will be the sole liability and financial responsibility of the Requestor and all costs and expenses required to repair such damage to the Facility to the satisfaction of the City shall be paid by the Requestor to the City immediately upon demand.

8.0 Safety and Security

8.1 Safety and Security of Participants and the Facility

(a) The Requestor shall ensure the physical setting in the Facility is kept safe for participants attending the event and the general public.

(b) The City reserves the right to enter the Facility during the Event to ensure there are no activities that may be hazardous to occupants of the Facility, or the Facility itself.

(c) All exits and passageways in the Facility must be kept free from obstructions at all times in case of fire or other emergency.

(d) The Requestor shall not commit or permit any excess loading of persons beyond the room capacity of the Facility. The City may request that Peel Police or Mississauga Fire and Emergency Services enter the Facility during the Event to conduct occupant load counts in order to ensure the Facility is not overcrowded and there are no blocked exits or passageways.

(e) In the event of an incident the Requestor must follow the City's policy titled as "**Responding to Incidents in City Facilities**", as amended.

(f) It shall be the obligation of the Requestor to provide appropriate levels of security for the Facility during the Event as required by the City.

(g) If, in the opinion of the Manager of the Meadowvale Theatre (the "Manager"), the Event, performers or audience attracted by such an Event will constitute a danger to the contents, property or audience, the Requestor shall:

(i) present to the Manager not later than seventy-two (72) hours prior to the date of the scheduled Event the sum of Five Thousand Dollars ($5,000.00) ("**Security Deposit**") in cash or certified cheque payable to the Corporation of the City of Mississauga;

(ii) reimburse the City the full amount required to provide any additional trained security personnel required for the Event as approved by the Manager. If the Security Deposit does not cover such cost, an invoice will be issued for additional charges and which may be added to the Total Fees;and

(iii) Procure additional insurance coverage as required by the City.

(h) Failure to comply with any of the above-mentioned conditions may result in the immediate termination of this Rental Contract. The cost of damages and security services and personnel shall be deducted from the Security Deposit and the balance, if any, shall be paid to the Requestor, provided that the City shall be entitled to the full amount of any claim that may arise pursuant to this Rental Contract and shall not be limited to that sum of the Security Deposit.

9.0 Alcoholic Beverages and Food

9.1 The City reserves the right to sell alcoholic, non-alcoholic beverages and other merchandise. The Requestor shall not engage in any of the aforesaid business without the prior written consent of the City. The City shall have the exclusive right at all times to sell or distribute any and all merchandise, beverages, and services during each Event. See Meadowvale Theatre Rules and Procedures for further details.

10.0 The Event

10.1 Advertising

On receiving the prior written consent of the Manager, the Requestor may distribute and post advertising and promotional materials for the Event at the Requestor's sole cost and expense. All advertising must comply with the City's Placing Advertisement with the City Policy 03-09-01, as amended.

10.2 Ticket Sales

The Requestor agrees that the City shall have the exclusive right to sell tickets for the Event unless the Requestor obtains approval from the Manager to sell its own tickets:

(a) The Requestor agrees to pay applicable fees for use of the Box Office services as required by the City. All tickets of admission shall be ordered through the Meadowvale Theatre on behalf of and at the expense of the Requestor A mandatory one dollar and fifty cent ($1.50) plus HST Community Access Fund fee will be applied to the number of tickets printed.

(b) All cheques and money orders presented in payment for tickets shall be made payable to the Corporation of the City of Mississauga.

(c) The Requestor acknowledges that the ticket holders are required to comply with the Ticket Holder Policy as amended, and currently available at https://secure1.tixhub.com/meadowvale/online/refundpolicy.asp. The Requestor will ensure that their patrons comply with the Ticket Holder Policy.

(d) Advertising and promotion for the Event shall specify that tickets will be sold only at the box office at the Meadowvale Theatre, at other locations specified by the City, if applicable, and online through the Meadowvale Theatre's website.

(e) The Requestor agrees that the City may at its option collect any unpaid outstanding and owing amounts due by the Requestor under this Rental Contract or any part thereof out of the receipts, if any, from the sale of tickets or subscriptions at the box office of the Meadowvale Theatre or online, and said receipts are hereby assigned by the Requestor to the City to the extent of the amounts to be paid by the Requestor under this Rental Contract which may at any time be due and unpaid to the City.

(f) In the receipt and disbursement of funds, whether the same are received through the box office or otherwise, the Requestor acknowledges that the City shall not be responsible to the Requestor or any other person for any loss or shortage in such funds unless caused by the gross neglect or bad faith of the City.

(g) The Requestor acknowledges that the City is responsible for collecting HST on behalf of the Requestor (unless the Requestor is exempt from collecting HST, and provides proof of HST-exempt status to the City). The Requestor is responsible for remitting the HST due and payable to Canada Revenue Agency. The City will not be liable to remit HST or for any late payments or interest charged on late payments. HST collected on behalf of the Requestor will be included as part of the receipts used to satisfy unpaid amounts due to the City.

10.3 Society of Composers, Authors, and Music Publishers of Canada (SOCAN) and Re: Sound

(a) The Requestor is responsible for all payments required to be made to SOCAN and RE: Sound as a result of the use of the Facility.

(b) The Requestor shall be responsible for the payment of any other applicable royalties, license fees, performing rights fees and similar payments that may be required in connection with the use of the Facility.

(c) The fees for the items outlined in a) and b) above will be invoiced to the Requestor as part of the Fees, if applicable and remitted by the City on the Requestor's behalf.

10.4 Parking

The Meadowvale Theatre is built in a shared facility complex. The West Credit Secondary School of the Peel Board of Education owns the parking facility that is available for Theatre use. The City agrees that during the Event, the Requestor, its agents, employees, contractors, attendees shall at their sole risk have the use of the parking and access lands as defined in the Ground Lease dated September 1, 1987 between the City and the Peel Board of Education (the "**Lease**") subject to the terms and conditions thereof. The Lease may be examined at the office of the City Clerk at City Hall. The Requestor hereby waives notice of the provisions of the Lease.

10.5 Audio/Visual Recording

The Requestor shall comply with signage regarding use of any photographic or recording devices during the Event.

11.0 Facility Restoration at Conclusion of Rental Contract

11.1 At the expiration or termination of this Rental Contract

(a) The Requestor shall return the Facility space and City-owned equipment used for the Event to their original state. Any charges for extra clean-up after a function which, in the sole view of the City, is required shall be paid by the Requestor.

(b) The Requestor shall also remove all of its equipment, fixtures and property, including stage settings, scenery, and decorations brought onto the Facility by anyone in connection with this Rental Contract immediately following its termination or expiration. If the Requestor fails to do so then the City shall arrange for removal of such property at the Requestor's risk and expense. The Requestor shall pay all costs, expenses and charges, including storage charges at the Premises or elsewhere, together with any amounts required to compensate the City for any loss sustained by the City by reason of the Requestor's failure to remove its property and the Requestor agrees that any sums payable under this paragraph shall be determined by the City in its sole discretion.

(c) The receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Facility, either prior to, during or subsequent to the Requestor's use of the Facility, the Requestor acknowledges that the City is acting for the accommodation and sole benefit of the Requestor and shall not be liable for any loss, damage or injury to such property.

12.0 Payment and Cancellations

12.1 Payment

The Requestor shall be held responsible for full payment of the Rental Contract fees. Initial Payment of a non-refundable deposit equal to 20% of the total estimated fees and taxes as outlined in the Rental Contract, due and payable immediately at the time of booking in order to confirm the booking and issue the Rental Contract. The balance of estimated event fees is due no later than ten (10) business days PRIOR to the event date.

(a) Fees payable are as outlined in the Rental Contract.

(b) The City reserves the right to increase or decrease the required initial payment amount as deemed reasonable and appropriate in the discretion of the City's Risk Manager based on the nature and size of the event.

(c) The balance of estimated event fees can be paid by cheque or by credit card to the Customer Service Centre on the main floor of the Mississauga Central Library at 301 Burnhamthorpe Rd. W., Mississauga.

(d) Post-event fees will be reconciled within thirty (30) calendar days of the last day of the rental period. The City will submit to the Requestor a final amount owing on the Rental Contract, including fees for any additional Services provided and any damage incurred and/or additional hourly cost incurred to return the Facility to its original condition. The City shall set off any amounts due by Requestor from any ticket sales (if applicable) as provided for in section 10.2 of Ticket Sales.

(e) Payment of any outstanding fees or additional charges will be due within thirty (30) calendar days of issuance of the final invoice. After thirty (30) calendar days, interest will accrue at the rate of 1.25% per day on the unpaid balance, compounded monthly, for an effective rate of 16.08% per annum commencing from the due date until payment in full is received.

12.2 Rate Increase

The Requestor agrees that any Council approved rate increase during the term of the Rental Contract will be paid upon notice.

12.3 Cancellations

The Requestor may cancel the Event at any time subject to the following terms:

(a) The Request for cancellation must be provided in writing to the City;

(b) If notice of cancellation is received by the City (30) calendar days or earlier prior to the reserved date, the initial deposit is non-refundable;

(c) If notice of cancellation is received by the City less than thirty (30) calendar days prior to the reserved date, the Requestor shall pay 100% of the estimated fees to the City;

(d) In addition to (a)-(c) above, in the event that the Requestor cancels this Rental Contract or any performance for which tickets have been sold:

(i) The Requestor shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media, failing which the City shall have the right, but not the obligation, to make such announcements as the cost of the Requestor;

(ii) The Requestor shall reimburse any amount due to ticket holders and the Requestor hereby authorizes and directs the City to make such reimbursement on behalf of the Requestor out of the ticket sale proceeds held by the City; and

(iii) All expenses, costs, administrative and cancellation fees incurred by the City in connection with cancellation of the Event by the Requestor shall be the sole responsibility of the Requestor.

13.0 Termination

13.1 Termination of the Rental Contract

The City may, in its discretion, immediately terminate this Rental Contract by written notice to the Requestor at the occurrence of any of the following events:

(a) the Requestor is in default of any covenant, term, condition or obligation contained in this Rental Contract;

(b) the Requestor has failed to provide payment for the Facility as provided for herein;

(c) the Requestor manifests to the City, expressly or otherwise, an intention not to perform its obligations hereunder as determined by the City;

(d) the Requestor is intending to permit or does permit the Facility to be used for an Event that in the City's opinion is offensive or obscene or does not comply with applicable by-laws and policies of the City;

(e) the Requestor becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors;

(f) the Requestor or its directors and/or officers in their capacity as directors and/or officers of the Requestor are charged with a breach of any federal, provincial or municipal laws, regulations, policies, or requirements;

(g) an incident occurs that brings into question the reputation of the Requestor, including but not limited to being investigated and/or charged with any criminal offences;

(h) the Requestor is involved in any judicial or arbitral proceedings against the City;

(i) the Requestor becomes related or controlled by another entity to which any of subsections (e) to (h) applies; or

(j) the Requestor provides false or misleading information to the City on any questionnaire or information sheet in seeking this Rental Contract;

Further, in any such event, the City may, in addition to all other remedies herein provided or which may be permitted at law, at its option, and without notice to the Requestor, pursue any one or more of the following remedies:

(k) refuse to deliver possession of the Facility until all of the payments have been made and all failures rectified in a manner satisfactory to the City in its sole and unfettered discretion and the City shall retain any monies already paid, and the Requestor shall continue to be liable to for any balance remaining unpaid as specified herein;

(l) grant to others the use of the Facility as agents of the Requestor for all or part of the times provided in the Rental Contract, and the City shall retain any payments made therefore and the Requestor shall continue to be liable for any damages of whatsoever kind suffered by the City by reason of the Requestor's default;

(m) turn off the lights, sound equipment, mechanical equipment, heat and air-conditioning;

(n) dismiss the audience occupying the Facility; and/or

(o) remove from the Facility the Requestor, its employees, agents, invitees, customers and others claiming through or under the Requestor, and all goods and chattels of the Requestor.

13.2 In the event that the City terminates this Rental Contract for any of the reasons noted above, the Requestor will be responsible for any payments owing up to the point of termination by the City.

13.3 Notwithstanding section 13.1 (a) – (j) above, in the event that the City requires use of the Facility for a municipal, provincial or federal election, the City reserves the right to immediately terminate this Rental Contract without prior notice to the Requestor. If this Rental Contract is terminated due to such election, the City may offer the Requestor use of the Facility on an alternate day mutually agreed by both parties. If the Requestor refuses the use of the Facility on such alternate day, the fees paid to the City by the Requestor will be refundable to the Requestor and the Requestor hereby waives any claim for damages or compensation should this Rental Contract be so terminated.

13.4 Pre-emption

This Rental Contract may be pre-empted and terminated at any time in order that the City may use the Facility for a specific purpose. Wherever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.

13.5 Inclement Weather

The City, at the City's sole discretion, may close the Facility and cancel the Rental Contract due to inclement weather, which will only be implemented when the weather conditions become a significant safety hazard to the public and staff. Should the City be required to close the Facility and cancel the Rental Contract, a refund or a credit to the Requestor's account will be provided.

If the Facility remains open, the Rental Contract will not be cancelled and no refunds will be issued.

14. General

14.1 Force Majeure

Notwithstanding anything to the contrary contained in this Rental Contract, if either party hereto is delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles, inability to procure services or materials, power failure, riots, civil unrest, insurrection, sabotage, invasion, rebellion, military or usurped power, war or acts of war, acts of God or any other reason whether of a like nature which is not the fault of the party delayed in performing work or doing acts required under the terms of this Rental Contract, then performance of such term, covenant or act shall be excused for the period of the delay and the party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

14.2 Waiver

Any condoning, excusing or overlooking by either party of any default, breach or non-observance with respect to any covenant, proviso or condition herein contained shall not operate as a waiver of the City's or Requestor's rights hereunder in respect of any further or subsequent default, breach or non-observance of any covenant, proviso or condition.

14.3 Dispute Resolution

(a) **Dispute** - Any dispute, controversy, claim or alleged breach arising out of or in connection with this Rental Contract (a "**Dispute**") shall be dealt with in accordance with this Section.

(b) First **Level Escalation** - In the event of any Dispute, the Dispute shall first be referred to the Manager and first level administrator of the Requestor ("**First Level**").

(c) **Second Level Escalation** - Should the Dispute not be resolved within five (5) days of its referral to the First Level, the Dispute will be escalated to the City's Director of Culture and second level administrator of the Requestor ("**Second Level**").

(d) **Third Level Escalation** - Should the Dispute not be resolved within five (5) days of its referral to the Second Level, the Dispute will be escalated to the City's Commissioner of Community Services and the third level administrator of the Requestor ("**Third Level**").

(e) **If No Resolution** - Should the Dispute not be resolved within fifteen (15) days of its referral to the Third Level, either party may exercise its rights available at law.

(f) **Admissibility** - All negotiations and settlement discussions to resolve a Dispute shall be treated as compromise and settlement negotiations between the parties and shall not be subject to disclosure through discovery or any other process and shall not be admissible into evidence in any proceeding.

(g) **Continued Performance** - Except where clearly prevented by the nature of the Dispute or in the event of the City's non-payment of any amounts due and owing to Requestor, the City and Requestor agree to continue performing their respective obligations under this Rental Contract while a Dispute is subject to the terms of this Section.

(h) **Legal Action** - In the event a lawsuit is filed, the federal or provincial courts located in the Province of Ontario shall have exclusive jurisdiction over any legal action brought pursuant to this Rental Contract. This Rental Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The prevailing party will be entitled to costs on a substantial indemnity basis.

14.4 Survival of Terms

All obligations and duties which by their nature extend beyond the expiration of termination of this Rental Contract shall survive and remain in effect beyond any expiration or termination.

14.5 Severability

If any provision of this Rental Contract or the application thereof to any circumstances shall be held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Rental Contract or the application thereof to other circumstances shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

14.6 Notice of Requestor

The Requestor acknowledges that a copy of this Rental Contract and/or a document providing notice of this Rental Contract, whether in electronic format or not, may not be registered by the Requestor against title to the Meadowvale Theatre.

14.7 Additional Considerations

The parties shall sign such further or other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Rental Contract and every part thereof.

14.8 Successors

All rights and liabilities herein granted to or imposed on the respective parties hereto extend to and bind the successors and assigns of the City and the heirs, executors, administrators and permitted successors and assigns of the Requestor, as the case may be.

14.9 Currency

Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

14.10 Headings for Convenience Only

The division of this Rental Contract into sections is for convenience only and shall not affect the interpretation or construction of this Rental Contract.

14.11 Time of the Essence

Time shall be deemed to be of the essence with respect to all time limits mentioned in this Rental Contract.

15. Special Payment Terms

15.1 As approved by the Manager, if the Requestor is not using Meadowvale Theatre Box office services, the Requestor shall make the payment in accordance with this special payment terms:

(a) Initial payment of a non-refundable deposit is equal to 50% of the estimated fees and taxes outlined in the Rental Contract due and payable immediately at the time of booking in order to issue the Rental Contract.

(b) The balance of estimated event fees is due no later than thirty (30) calendar days PRIOR to the event date.

(c) Payment of any outstanding fees or additional charges shall be paid within thirty (30) calendar days from the final invoice date.