

Attachment 1 – CMS-2022-028

**Opera House Management and Cultural Initiatives
Amending Agreement**

This agreement made effective as of the ____ day of _____, 20 ____.

BETWEEN:

**THE CORPORATION OF THE TOWN OF ORANGEVILLE
(hereinafter called the “Town”)**

And

THEATRE ORANGEVILLE

WHEREAS the Town is a municipal corporation pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

AND WHEREAS the Town owns a facility known as the Orangeville Town Hall Opera House (hereinafter called the “Opera House”) located at 87 Broadway, Orangeville;

AND WHEREAS the Town requires management of the Opera House;

AND WHEREAS Theatre Orangeville is a not-for-profit corporation incorporated pursuant to the laws of the Province of Ontario;

AND WHEREAS Theatre Orangeville is the primary user of the Opera House;

AND WHEREAS the Town and Theatre Orangeville entered into an Opera House Management Agreement dated January 1, 2013 which expires on December 31, 2022;

AND WHEREAS the Town and Theatre Orangeville entered into an amending agreement to the Opera House Management Agreement entitled “Opera House Management and Cultural Initiatives Agreement” dated May 29, 2017;

AND WHEREAS the Town and Theatre Orangeville desire to continue having Theatre Orangeville provide management services of the Opera House on behalf of the Town after December 31, 2022;

AND WHEREAS the Town and Theatre Orangeville are committed to ensuring that the Opera House is properly maintained and well-used by artistic groups for the economic and cultural development of the community;

NOW THEREFORE this agreement witnesses that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each the Town and Theatre Orangeville (hereinafter each referred to as a “party” and collectively referred to as the “parties”) to the other and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties do hereby covenant and agree as follows:

1. The parties agree that the recitals above are true and form part of this agreement.
2. The Town and Theatre Orangeville agree that Theatre Orangeville shall act as a contractor of the Town for the purposes of providing management services for the Opera House pursuant to this agreement.
3. The “facility” as it pertains to this agreement includes the following locations of the Opera House:
 - auditorium, stage attic and stage left electrical room;
 - the lobby and “wet bar”;
 - third floor dressing rooms;
 - box office and main floor lobby;
 - administration office;
 - stairs leading from the first floor box office lobby to the second floor; and
 - washrooms on the main floor.

5. Covenants of Theatre Orangeville

Theatre Orangeville shall perform the following duties and have the following obligations, which it covenants and agrees to fulfil in a professional and skillful manner:

- a) Deal with inquiries regarding the rental of the Opera House, coordinate scheduling of the Opera House by user groups, and prepare and execute short-term rental contracts. Theatre Orangeville shall not enter into long-term contracts that are longer than thirty (30) days for the use of the Opera House by a user group without the consent of the Town in its sole discretion, which consent shall not be unreasonably withheld;
- b) Oversee the use of the Opera House, including opening and closing of the facility;
- c) Collect fees from the user groups contracted to use the Opera House, in the amounts described in Schedule “A” attached hereto, and ensure that user groups are informed of any future annual increase in user group fees in advance of entering into a rental contract which will be subject to the future annual increase in fees;
- d) Provide free use of the facility to the Town for all civic functions upon reasonable notice;
- e) Provide the Town’s General Manager, Community Services or his or her designate with an up-to-date copy of all user group and event schedules;
- f) Provide the Town’s Treasurer, via the Manager, Economic Development & Culture, with semi-annual reports regarding rental activity, fees collected, and Profit & Loss statements for the period of January 1-June 30 (submitted by July 30) of every year and for the period of July 1-December 31 (submitted by January 30) of every year. Year-end financial statements prepared for Theatre Orangeville shall be submitted to the Town by November 30 annually;
- g) Allow the Town access to examine financial records pertaining to the management activities of the Opera House;
- h) Ensure proper use of the facility by all user groups including the implementation of the Town of Orangeville No Smoking Bylaw and Alcohol Risk Policy, of which Theatre Orangeville has been notified in writing;
- i) Ensure the proper licenses are obtained by Theatre Orangeville and other user groups when applicable;

- j) With adequate notice, prohibit activity in the Opera House on nights when the Town is conducting business in the Council Chambers at Town Hall;
- k) Provide trained technical staff to supervise the use of all Opera House equipment by user groups, which training shall be the responsibility of Theatre Orangeville;
- l) Advise the Manager, Parks & Recreation for the Town of any maintenance required, with such requests to be made in writing in accordance with Schedule "B" attached hereto;
- m) Attend to the normal maintenance of the theatrical equipment which includes speakers, cables, lights, communication system, rigging, sound equipment including sound board and audio components, railings and seats, and be responsible for the cost of maintenance of said equipment, with the exception of reasonable wear and tear, having regard for the age of and condition of the equipment;
- n) Obtain the Town's approval prior to undertaking extraordinary maintenance to the Opera House in accordance with Town Building By-laws;
- o) Obtain the Town's approval prior to undertaking major structural alterations to the Opera House in accordance with applicable Town by-laws;
- p) Cover the cost of the following items and services: replacement of IT hardware when reasonably required, purchase of IT software reasonably required for the operation of the Opera House, purchase of related professional services that may be required, and additional cleaning required beyond the normal Town janitorial contract;
- q) Adhere to a high level professionalism when using the Town's network and specifically:
 - i. Staff will not download or use pirated software on the network or use the Town's internet for purposes outside of their primary work related goals;
 - ii. All devices that the Theatre Orangeville wishes to add to the network must be approved by the Town's IT Department; and
 - iii. Adhere to all IT policies of the Town.
- r) Ensure compliance with all health and safety legislation as stipulated under the Occupational Health and Safety Act, the Industrial Establishment Regulations and any other Federal, Provincial or Municipal Health and Safety requirements that apply to the type of work Theatre Orangeville undertakes, and ensure that its employees receive legislative training;
- s) Ensure compliance with the Town's health and safety policies and procedures as it applies to the safety and security of the facility and the employees within;
- t) Adhere to all Federal, Provincial or Municipal Legislation, regulations, by-laws or orders of all governmental authorities or court having jurisdiction;
- u) Submit the Town's Health and Safety Contractor Package to the Town's Health and Safety Co-ordinator and follow all Town Health and Safety Contractor Requirements;
- v) Ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* or successor legislation;
- w) Not do anything to cause a construction lien or other encumbrance to be registered on title to the facility or any parts thereto;
- x) Comply with all applicable Town policies of which it has been notified in writing; and
- y) Obtain and maintain in full force and effect, general liability insurance issued by an insurance company authorized by law to carry on business in the

Province of Ontario for the following coverages:

1. General Liability providing for, without limitation, coverage for personal injury including sexual abuse and harassment, public liability and property damage, data liability insurance, and non-owned automobile liability. Such policy shall:
 - i. have inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for death, injury, loss or damage resulting from any one occurrence;
 - ii. contain a cross-liability clause endorsement and severability of interests clause of standard wording;
 - iii. name the Town as an additional insured with respect to any claim arising out of the obligations under this agreement; and
 - iv. be endorsed to provide that the policy shall not be cancelled or allowed to lapse without 30 days' prior written notice to the parties.
2. Obtain and maintain in full force and effect crime insurance issued by an insurance company authorized by law to carry on business in the Province of Ontario. Coverage shall be written in the amount of not less than Ten Thousand Dollars \$10,000.00 and shall be endorsed to include third party extension.
3. Obtain and maintain in full force and effect all risks (including flood and earthquake) property insurance in an amount of at least one hundred percent (100%) of the full (new) replacement cost, insuring:
 - i. all property owned by the Theatre Group, or for which the Theatre Group is legally liable, or installed by or on behalf of the Theatre Group, and located within the facility including, but not limited to, fittings installations, alterations, additions, partitions, and all other leasehold improvements, and;
 - ii. Theatre Orangeville's inventory, furniture and movable equipment.
4. The Theatre Group will promptly furnish to the Town certificates of insurance duly executed by Theatre Orangeville's insurance brokers evidencing that the required insurance is in force, upon signing of this agreement and on each and every renewal date of said policy.
5. The Town reserves the right to amend the required insurance coverages and limits as may be reasonable in the circumstances.

6. Indemnification

(a) Theatre Orangeville shall defend, indemnify and save harmless the Town, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent of and arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Theatre Orangeville, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to

and not in lieu of any insurance to be provided by Theatre Orangeville in accordance with this agreement, and shall survive this agreement.

(b) Theatre Orangeville agrees to defend, indemnify and save harmless the Town from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever to the extent of and arising out of or related to Theatre Orangeville's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Theatre Orangeville in accordance with this agreement, and shall survive this agreement.

7. Covenants of the Town

The Town covenants and agrees to do the following:

- a) Assign responsibility and authority for the overall scheduling and operating of the Opera House to Theatre Orangeville to be carried out in accordance with this agreement;
- b) Pay to Theatre Orangeville annually the amounts described in Schedule "A" attached hereto for the costs associated in managing the Opera House and carrying out its duties pursuant to this agreement;
- c) Recognize Theatre Orangeville as the primary user of the facility;
- d) Provide office space and/or storage space as mutually agreed to for the Theatre Orangeville;
- e) Carry appropriate property insurance coverage for the Opera House;
- f) Assume contractual and financial responsibility for the cleaning and maintenance of the washrooms at the facility and to make them available for all facility events;
- g) Respond to the normal maintenance of the Opera House as requested in writing by Theatre Orangeville in the manner described in Schedule "B" attached hereto;
- h) Maintain a comfortable level of heating and air conditioning for the facility;
- i) Assume responsibility for major repairs and maintenance to the facility infrastructure, including but not limited to such items as heating, air conditioning, seating, carpeting and painting;
- j) Contract and pay for the normal janitorial cleaning of the facility in accordance with the Town's janitorial contract;
- k) Maintain existing IT hardware assets, the backup and restoration of files, email/staff directories, virus defense and provide internet access and certain online services for Theatre Orangeville;
- l) Hold a standby Letter of Credit for Theatre Orangeville as required by the Canadian Equity Actors Association, in the amount of \$25,000.00.

8. In-Kind Contributions

The parties acknowledge that the Town is providing an in-kind contribution to Theatre Orangeville by providing to it the following services at no additional cost, subject to Town Council's approval if necessary:

- a) Administrative office space at 200 Lakeview Court, Orangeville ON;
- b) Janitorial services of administrative offices at the facility;
- c) Janitorial services of the Opera House; and

- d) IT-related services which may include software, server licenses, phone system and IT technical assistance, as determined by the Town.

9. Reserve Fund

Theatre Orangeville covenants and agrees to deposit one dollar (\$1.00) from each ticket sold from Orangeville Theatre's productions and any user group's events at the Opera House into a reserve fund that it manages for the exclusive purpose of funding improvements to the Opera House and facility, and to leverage grant applications for same.

10. User group rates

The Town shall, in its sole discretion, set the applicable user group rates for use of the Opera House, which rates may be amended from time to time as the Town deems appropriate. In so doing, the Town may consult with Theatre Orangeville, but the consent of Theatre Orangeville is expressly not required, and the Town is not bound to approve any user group rates requested from Theatre Orangeville.

11. Seating Capacity

Theatre Orangeville acknowledges that at the time of entering into this agreement, the seating capacity of the Opera House is 273 persons. Theatre Orangeville shall comply with the Fire Code and all other applicable legislation with respect to occupant capacity at the facility.

12. Dispute Resolution

- a) Any party claiming that a dispute has arisen with respect to the interpretation or operation of any part or whole of this agreement, must give written notice to the other party specifying the nature of the dispute, the relief sought and the basis of the relief sought.
- b) Within twenty (20) days of the receipt of the notice specified in paragraph (a) by the other party, *two* members appointed from Theatre Orangeville's management group and *two* members appointed from the Town's staff shall meet and use their best efforts and good faith in order to attempt to resolve the dispute. The respective representatives must be approved by the Town's Chief Administrative Officer or the Board of Theatre Orangeville. Upon resolution, and providing the resolution does not change the terms of this agreement, no further action is required. If the resolution changes the terms of this agreement, then an amendment will be drafted for approval of Theatre Orangeville and the Town Council.
- c) In the event the dispute is not resolved by the members and staff appointed by Theatre Orangeville and the Town within twenty (20) days from the date of delivery of the written notice referred to in paragraph (a), then any party may refer the dispute to arbitration in accordance with the Arbitration Act of Ontario. The party desiring arbitration shall serve a notice referring the dispute to arbitration on the other party. If the parties cannot agree on an arbitrator within five (5) days after notice referring the dispute to arbitration has been served, then an arbitrator shall be appointed pursuant to the provisions of the Arbitration Act of Ontario. The parties agree that the arbitrator's decision shall be final and binding and shall not be subject to any appeal, and the arbitrator may award costs against a party.

13. Termination by the Town

In the event there is a default by Theatre Orangeville in its performance of any of the terms of this agreement, the Town shall provide Theatre Orangeville with written notice of such default. Theatre Orangeville shall have twenty (20) days from the delivery of the notice to cure the default to the satisfaction of the Town, failing which the Town may immediately terminate this agreement and all amounts due and owing by either party to the other shall be satisfied by the parties within thirty (30) days of the effective date of the termination.

14. Immediate Termination by the Town

Despite any other provision in this agreement, the Town may immediately terminate this agreement in any of the following circumstances, and in so doing, the Town shall not be liable for losses incurred by Theatre Orangeville:

- a) Theatre Orangeville becomes bankrupt, becomes insolvent, makes a proposal, assignment or arrangement with its creditors, makes an assignment in bankruptcy, a receiver is appointed to manage Theatre Orangeville or any steps are taken for the dissolution, winding up or other termination of Theatre Orangeville's existence;
- b) Theatre Orangeville is the subject of any claims or causes of action or criminal investigation relating to fraud or mismanagement of Theatre Orangeville; or
- c) The facility is declared uninhabitable for reasons of safety by the proper authority.

15. Other Town Remedies for Default

In the event there is a default by Theatre Orangeville in its performance of any of the terms of this agreement and the default is continuing, the Town shall have the right, in addition to any other right or remedy available at law or in this agreement, to:

- a) bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this agreement; and/or
- b) remedy the default and be entitled upon demand to be reimbursed by Theatre Orangeville (and to bring any legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees on a solicitor and client basis) incurred by the Town together with interest at a rate of five percent (5%); and/or
- c) bring any action at law as may be permitted in order to recover damages.

The rights available to the parties under this agreement shall be deemed to be separate and not dependent on each other and no such exercise shall exhaust the rights or preclude the Town from exercising any one or more such rights or combination thereof from time to time thereafter or simultaneously.

16. Enforcement of Agreement

Theatre Orangeville shall pay all damages, losses and expenses, and costs (on a solicitor and client basis) incurred by the Town in enforcing the terms, covenants and conditions of Theatre Orangeville in this agreement by reason of any intentional or negligent act or omission of Theatre Orangeville, its employees, agents, volunteers, contractors, subcontractors in executing Theatre Orangeville's covenants and obligations in this agreement.

17. Termination by Theatre Orangeville

Theatre Orangeville may terminate any part or all of this agreement for any reason whatsoever upon providing 90 days' written notice to the Town. In the event of such termination, the parties shall conduct a full accounting of all amounts due and owing to and by each of the parties hereto for such service and such accounts shall be satisfied by the parties hereto within thirty (30) days of the effective date of termination of this agreement or part thereof.

18. Theatre Orangeville as an Independent Contractor

The parties hereto agree that the Theatre Orangeville is an independent contractor providing the aforesaid services to the Town pursuant to this agreement, and accordingly all rights and responsibility for the training, instruction, management and control of employees of Theatre Orangeville shall at all times remain with Theatre Orangeville. Theatre Orangeville is responsible for paying the wages of its employees and making all statutory payroll deductions with respect to their employment.

19. Assignment

The provisions of this agreement shall not be assignable by either party without the prior written consent of the other party, which consent cannot be unreasonably withheld.

20. Governance of Theatre Orangeville

The parties hereto agree that should Theatre Orangeville establish any new policies or procedures with regard to the management of the Opera House, such policies shall be reviewed and approved by the Town's Director of Parks and Recreation. The Town acknowledges that such policies have already been established.

21. Term of Agreement

This agreement shall run for a term of twelve (12) years, computed from January 1st, 2013 and ending on December 31st, 2024, unless terminated earlier as provided for herein.

22. Amendments

The parties agree that if an amendment to any clause of this agreement is required and the parties are agreeable to it, the amendment shall be made by a written amending agreement to be executed by all parties. The parties agree to negotiate reasonably and in good faith in the amendment of any clause.

23. Notice

Any notices to be given under this agreement shall be in writing and be delivered by personal delivery or by facsimile transmission, if available, to the parties as follows:

THE TOWN

The Corporation of the Town of Orangeville
87 Broadway
Orangeville, ON L9W 1K1
Attention: Manager, Economic Development & Culture
Attention: Manager, Parks & Facilities
Fax: (519) 941-9033

THEATRE ORANGEVILLE

87 Broadway
Orangeville, ON L9W 1K1
Attention: General Manager
Fax: 519-942-9978

Notice shall be deemed to have been received on the date of personal delivery or facsimile transmission if such date is a business day (a “business day” being a day that the Town’s civic offices at 87 Broadway, Orangeville are open to the public for business) and delivery is made prior to 4:00 p.m. local time and otherwise on the next day that is a business day. The parties agree to notify each other immediately, in writing, of any changes of address or facsimile number from those set out above.

24. No partnership

Nothing in this agreement shall constitute the parties to be partners of one another.

25. Force Majeure

If any party herein is delayed or hindered in or prevented from the performance of its obligations hereunder or from compliance with any of its covenants hereunder by force majeure (excluding, for greater certainty, events directly arising from any inability of such party to meet its financial obligations as they come due), then the performance of the act or obligation or compliance with a covenant of such party will be excused for the period of such delay and the period for the performance of the act or obligation or compliance with the covenant will be deemed extended for an equivalent period.

26. Schedules

The following schedules attached to this Agreement form part of and are incorporated into this agreement:

Schedule “A” – User Group Fees

Schedule “B” – General Maintenance Conditions

27. Numbers and Gender

This agreement shall be construed with all changes in number and gender as may be required by the context.

28. Binding

This agreement shall enure and be binding upon the parties hereto, their respective successors and assigns.

29. MFIPPA

The parties hereto acknowledge that the provisions of this agreement and all matters relating thereto may be subject to the disclosure provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this day of 2022.

THE CORPORATION OF THE TOWN OF ORANGEVILLE

Per:

Name: Lisa Post
Title: Mayor

Per:

Name: Carolina Khan
Title: Clerk
I/We have authority to bind the Corporation

THEATRE ORANGEVILLE

Per:

Name:
Title:

Per:

Name:
Title:
I/We have authority to bind the Corporation

**Schedule “A”
User Group Fees**

1. The Town will pay the Theatre Orangeville a total amount of \$35,000 per year, or such other amount as may be approved by Town Council at its own discretion, in recognition of Theatre Orangeville’s contribution towards the cultural and economic development in the Town of Orangeville and in recognition of the fixed costs associated with the responsibilities of managing the Opera House. Such costs include the general administration and staffing associated with the box office, technical requirements and coordination of the Opera House. For greater certainty, and notwithstanding the above, Theatre Orangeville reserves its right to lobby the Town to change the annual amount received to better reflect cost sharing between the Town and Theatre Orangeville for the operation of the Opera House.

The remaining costs incurred by Theatre Orangeville with respect to carrying out its obligations pursuant to this agreement will be recovered, in part or in full, from Theatre Orangeville’s collection of user group fees as set out below.

2. Third-party groups or individuals using the Opera House (each referred to in this agreement as a “user group”) will be charged at the applicable rates set out below and as described in this clause, as approved by Town Council. Commencing on January 1, 2023, the user group rates will increase annually by 2% over the user group rates from the previous year, and this annual increase shall occur on January 1 of every year for the balance of the term of this agreement.

January 1 – December 31, 2022

Rate	Non Profit User Groups	For Profit User Groups
Daily (8 hr day)	\$528.08	\$950.35
Weekly	\$1,794.87	\$3,115.59

January 1, 2023 – December 31, 2023

Rate	Non Profit User Groups	For Profit User Groups
Daily (8 hr day)	\$538.64	\$969.36
Weekly	\$1,830.77	\$3,177.90

All rates are subject to H.S.T.

Schedule "B"
General Maintenance Conditions

- 1) **Town:** The Town's Manager of Facilities and Parks is hereby designated to render overall supervision of the progress and performance of this agreement by the Town. All Town services set forth in this agreement shall be performed by the Town under the overall supervision of the Manager of Facilities and Parks or his/her designee. Theatre Orangeville shall contact the Manager of Facilities and Parks or his/her designee for all matters dealing with Town policies, funding, facilities, equipment and other Town departments.
- 2) **Theatre Orangeville:** Theatre Orangeville shall assign a single General Manager who shall have overall responsibility for the compliance of Theatre Orangeville with the agreement. Should circumstances or conditions subsequent to the execution of this agreement require a different General Manager, Theatre Orangeville shall notify the Town immediately of same. The General Manager shall be responsible for overseeing that all covenants and obligations of Theatre Orangeville pursuant to this agreement are fulfilled. The General Manager shall also be responsible for disseminating to appropriate personnel all communication and information from the Town.
- 3) **Access:** Theatre Orangeville shall not prevent the Manager of Facilities and Parks, facility maintenance personnel, and/or others specifically designated by the Manager of Facilities and Parks from access to the facility; provided, however, that the Town shall use its best efforts not to disrupt the activities of Theatre Orangeville as permitted by the agreement. The Manager of Facilities and Parks shall attempt to coordinate such access if possible.

Notwithstanding the foregoing, except in the case of emergency or if they are present at the facility as members of the audience or specifically invited into the backstage areas of the theatre, the Manager of Facilities and Parks, facility maintenance personnel and/or others specifically designated by the Manager of Facilities and Parks shall not enter the auditorium or backstage areas during public performances of a production.

- 4) The Town shall provide persons designated by Theatre Orangeville and approved by the Manager of Facilities and Parks or his/her designee with keys, proximity cards (up to a maximum of 10), and alarm codes for access to the facility for the sole purpose of carrying out the requirements of the agreement. Keys, proximity cards, and alarm codes shall not be loaned or transferred and shall be used only by the designated person. In the event that Theatre Orangeville fails to properly open or lock and secure the Town facility leading to a false alarm call-out or leaves areas of the facility unlocked and unattended, a Two Hundred Dollar (\$200.00) plus HST penalty shall be paid to the Town on each such occasion. In the event that a designated key holder loses any key or proximity card issued by the Town, Theatre Orangeville shall be assessed a Fifty-Five Dollar (\$55.00) plus HST replacement charge for each key or proximity card or pay for the cost of rekeying or reprogramming the locks of the facility if circumstances indicate it as determined in the Town's reasonable judgement. Theatre Orangeville will be responsible and held accountable for all personnel, properties and activities of Theatre Orangeville.

- 5) The Town shall have the right, with no notice, to suspend the agreement if the facility should be declared uninhabitable for reasons of safety by the proper authorities (e.g. if the building should be damaged in an earthquake and be declared unsafe for occupancy). If there is an outbreak of pandemic flu or other medical emergency and places of public gatherings are closed, the Town will not assume any financial responsibility for loss of revenue by Theatre Orangeville. If the facility is not available due to severe weather, disaster, or safety related issues, the Town will not assume any financial responsibility for loss of revenue by Theatre Orangeville.
- 6) **Maintenance Protocol-Non Emergency Items:** The Theatre Orangeville facility designate shall initiate a request for service to the facility and the Manager of Facilities and Parks and/or his or her designee through an online "Work Order Request Form". The Theatre Orangeville will provide as much detail as necessary to ensure that all required maintenance is scheduled and completed within an acceptable time frame dependent on the scope of work, including mechanical, electrical, structural, cleaning, set-ups, alteration, etc.
- 7) **Emergency Items** - After hour emergencies is to be directed through the Town's Manager of Facilities and Parks' designate via cell phone, text or email. The required contact information will be provided on an annual basis or at such time as management personnel change in order to ensure direct access on a daily after hours basis.