# Theatre Operations Service Agreement

Between:

**THE CONCERT FACTORY INC**
(Hereinafter referred to as the “Service Provider”)

And

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON**
(Hereinafter referred to as the “Township”)

**WHEREAS** the Township of North Huron owns the Wingham Town Hall Theatre and as a municipal corporation has by-laws that provide rules and regulations which apply to the Wingham Town Hall Theatre facility;

**AND WHEREAS** the Township is desirous of contracting operation of the Wingham Town Hall Theatre services to a third-party service provider;

**AND WHEREAS** the Township deems it expedient to enter into a service agreement with the Service Provider for the provision of Wingham Town Hall Theatre operation services;

**NOW THEREFORE** the parties hereto covenant and agree as follows:

## 1. Definitions

1.1 “Contract” means this service agreement and includes any bonds or security, specifications, general conditions, and any other documents referred to in this agreement or attached thereto.

1.2 “Service Provider” or a pronoun in place thereof, means the person or persons who have undertaken to perform and carry out the provision of services as described herein.

1.3 “Price” means the total cost to the Township for the rental of the facility described in this agreement. The price excludes HST, or any taxes as deemed appropriate and enforceable by the Provincial, Federal, or Municipal governments. The words “charge” and “price” may be used interchangeably with the terms “rate” and “fee”.

1.4 “Township” means the Corporation of the Township of North Huron.

1.5 “Operations” shall mean the provision of services under this contract and may be referred to as “services” and “work”.

**2. Definition of Contract**

2.1 The operations required by the Service Provider under this contract shall also be governed by the provisions of the Wingham Town Hall Theatre Policy adopted by By-law by the Council of the Corporation of the Township of North Huron.

2.2 Other services which complement the operation services as required herein shall be further clarified as contained herein.

2.3 All such operations shall be completed by the Service Provider in accordance with the specifications and the conditions of this contract service agreement.

2.4 The Service Provider will be required to provide, at its own expense, except as otherwise indicated herein, all labour, vehicles, tools, equipment, articles, and things necessary for the due execution of the service of operations or referred to herein.

**3. Insurance and Liability**

3.1 The Service Provider shall obtain and maintain insurance coverage as outlined herein and provided by an insurance company or companies licensed to transact business in the Province of Ontario. Evidence of such insurance shall be provided to the Township in the form of a Certificate of Insurance signed by an authorized signatory before the execution of this agreement.

3.2 The Service Provider shall have a Commercial General Liability insurance policy of not less than $5,000,000 (five million dollars) per occurrence. The policy must insure against third-party claims for bodily injury (including death), personal injury, and/or property damage because of actual or alleged negligence of the Service Provider. The policy shall include:

a. The Township of North Huron as an additional insured; and
b. A Cross Liability/Severability of Interests clause.

3.3 The Service Provider must give the Township a minimum of thirty (30) days’ written notice of cancellation or non-renewal of the insurance policy.

3.4 The Liability Insurance Policy and/or endorsements shall be to the satisfaction of the Township, and it is hereby agreed that no contract will be executed in full force and effect until insurance requirements are met by the Service Provider.

3.5 The insurance coverage noted above shall be maintained in force throughout the entire term of the contract agreement. Failure to maintain the required insurance and provide proof of same to the Township will render this contract null and void.

3.6 The Service Provider, his agents and all persons employed by him, or under his control including sub-contractors, shall use due care to ensure that no person or property suffers injury or loss (including death) and no rights are infringed, as a result of or by reason of the provision of the services.

3.7 Under this agreement the Service Provider shall be solely and financially responsible for all damages by whomsoever claimable in respect of any such loss, injury or infringement of rights.

3.8 The Service Provider shall assume the defense of, indemnify and save the Township, its agents, officers and employees harmless from any and all claims, demand, loss, damages, actions, lawsuits or other proceedings (and any costs, expenses thereby incurred by the Township) by whomsoever made or brought in any manner based upon, occasioned by, or attributed to any such loss, injury or infringement.

**4. Equipment and Supplies**

4.1 Any and all capital maintenance and replacements shall be completed by the Township as the owner of the facility, and in accordance with all applicable policies and procedures. Capital items and Township owned equipment in the facility shall include, but is not necessarily limited to:

- Stage
- Curtains
- Lights and lighting structures
- Seating/chairs
- Projector and projector screen
- Flooring and walls
- Electrical, plumbing and HVAC systems.

4.2 The Township shall be responsible for capital repair and replacements, arising from structural defects or weaknesses, age or mechanical failure, except in cases where failure is determined to be the result of inappropriate uses by the Service Provider.

4.3 If at any time during the term of this service agreement there is a dispute as to whether repair or replacement of any capital infrastructure in necessary, the Council of the Township of North Huron, as the owner of the building, will make the determination, acting reasonably.

4.4 The Service Provider shall be responsible for notifying the Township in writing with any requests for repair or replacement of capital infrastructure. Written requests shall be addressed to the Township’s Director of Public Works and Facilities and

any requests for repair or replacement not included in the Township’s annual operating budget shall be brought to the Council of the Township of North Huron for a decision.

4.5 The Service Provider shall be permitted to bring into the facility and will be responsible for maintaining all non-capital operational equipment (including but not limited to: sound boards, lighting boards, speakers, etc.) and supplies (ramps, water, etc.) as are considered necessary for conducting their operations.

4.6 All non-capital equipment and supplies used by the Service Provider for the execution of any part of the operations shall be maintained in satisfactory, safe, and efficient working conditions.

4.7 The equipment used by the Service Provider shall be such that no injury to any person or property will result from its use or misuse.

**5. Bribery or Corrupt Practice**

5.1 Should the Service Provider or any of its employees or agents give, or offer any gratuity to, or attempt to bribe any member of the Township Council, officers, or servants of the Township, the Township shall:

a. Be at liberty to cancel the contract forthwith; or
b. Take the whole or any part of the contract out of the hands of the Service Provider.

**6. Assignment and Subletting**

6.1 The Service Provider shall not assign or sublet the contract or any part thereof or any benefit or interest therein or thereunder, without the written consent of the Council of the Township of North Huron.

6.2 The Service Provider shall be held fully responsible to the Township for the acts and omissions of the subcontractors, volunteers, and people directly or indirectly employed or otherwise engaged by the Service Provider in the operations as described herein.

**7. Notice**

7.1 Any notice or communication shall be deemed to be well and sufficiently given and served if handed to the Service Provider or any of his clerks or agents or if posted or sent to the business address herein.

7.2 For the Service Provider:

The Concert Factory Inc.,
221 Main Street
Mount Forest ON N0G 2L0
Attn: Richard Sharpe

7.3 For the Township:

The Corporation of the Township of North Huron
PO Box 90
274 Josephine Street
Wingham, Ontario
N0G 2W0
Attn: North Huron CAO

7.4 The parties hereto will provide for the other any change in contact information within ten (10) days of said change being effective.

7.5 Any notice shall be considered to have been legally served after being given from one party to the other when emailed, hand-delivered or in the case of notice by postal service, three (3) days after being postmarked for mailing.

7.6 In any written or printed notice to the Service Provider in respect of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Township to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, or the precise defect or fault, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing the matter, and a description of the default in general terms and sufficiently clear, in the opinion of the Township to indicate where the defect or trouble exists, shall be deemed to be and shall be ample notice.

## 8. Employer Responsibilities & Obligations of the Service Provider

8.1 **Employer Compliance**

The Service Provider acknowledges and agrees that it is the sole employer of all workers it assigns to perform services under this Agreement. The Service Provider is fully responsible for the hiring, management, compensation, and discharge of its employees or contractors, and for ensuring compliance with all applicable employment legislation.

8.2 **Health and Safety Compliance**

The Service Provider is responsible for ensuring that all workers receive adequate health and safety training and adhere to relevant health and safety protocols, including but not limited to emergency evacuation procedures, Workplace Hazardous Materials Information System (WHMIS), AODA (see section 9), and any job-specific safety training related to tasks performed on the Township’s premises. The Service Provider agrees to provide the Township with proof that all their workers assigned to work on the Township’s premises have completed appropriate health and safety training. This training must include, but is not limited to, the following:

- Emergency/Evacuation Protocols – Training on emergency response procedures, including evacuation protocols specific to the Township’s premises and the types of emergencies that may occur.

- Accessibility for Ontarians with Disabilities Act (AODA) – Training on the requirements of the AODA, ensuring all workers are informed and capable of assisting individuals with disabilities in accordance with the Act (see section 9 for more information).

- Workplace Hazardous Materials Information System (WHMIS) – WHMIS training that includes the safe handling, use, and disposal of hazardous materials in the workplace, as required by law.

- Health and Safety Awareness in 4 Steps – Training on the core components of the Ontario Ministry of Labour’s "Health and Safety Awareness in 4 Steps" program, ensuring that all workers understand their roles and responsibilities related to workplace health and safety.

- Job-Specific Training – Any additional health and safety training that is specific to the workers' tasks or job duties, including training related to operational risks, equipment, machinery, or other hazards associated with their specific job responsibilities on the Township's premises.

- Additional Health and Safety Training – Any other health and safety training programs provided to workers by the Service Provider, including those related to specific hazards or operational risks associated with their work.

The Service Provider must submit to the Township, upon request, documentation verifying that all Service Provider workers have completed the above training and that it is up-to-date. This documentation may include certificates, training records,

or other relevant materials, and be provided within 30 days of the Township’s request.

Failure to provide satisfactory proof of training may result in the suspension of work or other actions as deemed necessary by the Township.

8.3 **Worker’s Compensation, Insurance, and WSIB Coverage**

The Service Provider shall maintain appropriate worker’s compensation insurance and liability insurance for all employees and subcontractors working on behalf of the Service Provider. Specifically, the Service Provider must be registered with the Workplace Safety and Insurance Board (WSIB) and maintain WSIB coverage for its employees while performing work under this Agreement. Upon request, the Service Provider shall provide the Township with:

- A valid WSIB clearance certificate or proof of WSIB registration
- Proof of general liability insurance, including coverage for workplace accidents and injuries. The Service Provider is solely responsible for covering any worker’s compensation claims, accidents, or injuries incurred during the course of the work, and agrees to indemnify and hold the Township harmless in the event of such claims.

8.4 **Supervision and Control**

The Service Provider is responsible for the supervision, direction, and control of its workers while they are performing services under this Agreement. The Township will not supervise, direct, or control the workers. The Service Provider must ensure that its workers follow all applicable policies and procedures set by the Township when on Township premises.

8.5 **Employment Standards and Best Practices**

The Service Provider shall ensure that all workers are treated in compliance with applicable employment legislation, including fair wages, working hours, rest periods, and any other standards set forth by law. This includes ensuring that workers receive appropriate training on accessibility, safety, and any other topics required by law or specific to the scope of the work.

**9. Accessibility Regulations for Contracted Services**

9.1 Under Ontario Regulation 429/07, Accessibility Standards for Customer Service Section 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the development of the service provider’s policies, practices, and procedures governing the provision of goods and services to members of the public, shall be trained in the following:

a. How to interact and communicate with people with various types of disability.
b. How to interact with people with disabilities who use assistive devices or require the assistance of a guide animal or a support person.
c. How to use equipment that is available on premises that may help in the provision of goods and services.
d. What to do if a person with a particular type of disability is having difficulty accessing the provider’s goods or services; and
e. Information on the policies, practices, and procedures governing the provision of goods and services to people with disabilities.

9.2 Contracted employees, third-party employees, agents, and others who provide customer service on behalf of the Township must meet the requirements of Ontario Regulation 429/07 regarding training. In accordance with Ontario Regulation 429/07 a document describing the training policy, a summary of the contents of the training, and details of training dates and attendees must be submitted to the Township upon request.

9.3 The Service Provider must be aware of the policies adopted by the Township in accordance with the Accessibility for Ontarians with Disabilities Act, as may be amended from time to time, and will abide by all policies and regulations as they apply to the contract.

9.4 It is the Service Provider’s responsibility and obligation to adhere to these standards as outlined in the above list and have all such workers, employees, and sub-contractors and volunteers trained and adhere to these standards for the duration of the rental.

**10. Township Funds and Monies Due**

10.1 All monies payable to the Township by the Service Provider under any stipulation herein, or to the Workplace Safety and Insurance Board of Canada (WSIB), as provided hereunder, may be retained out of any monies then due or which may become due from the said Township to the said Service Provider under this or any other contract with the Township, or otherwise howsoever, or may be recovered from the Service Provider or their surety, in any court of competent jurisdiction, as a debt due to the Township and the Township shall have full power to estimate such sum even though the amount of such sum to be so retained may be ascertained.

10.2 All payments to the Service Provider shall be made of funds under the control of the Township in its public capacity and no member of the Township Council or any

officer, employee, or servant of the Township is to be held personally liable to the Contractor under any circumstances whatsoever.

**11. Forfeiture of Contract**

11.1 If the Service Provider neglects or compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Township or if at any time the work or any part thereof without the consent of the Township or if at any time the work or any part thereof is, in the judgement of the Township, not executed or not being executed in a sound or workmanlike manner and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing in such manner as to ensure entire satisfaction, or to comply with any reasonable order the Service Provider may receive from the Township, or if the Service Provider shall persist in any course in violation of any of the provisions of the contract, after twenty-four (24) hours written notice from the Township to the Service Provider, the Township shall have the full right and power, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice.

11.2 The Service Provider upon receiving notice to that effect shall immediately cease said operations, or the part or parts thereof specified in the said notice, peaceably, and the Township may assign the same to any other service provider, person, or persons with or without previously being advertised.

11.3 The Township may consider any action necessary or advisable to secure the completion of the said contract to its satisfaction.

11.4 The Service Provider and their insurance company shall be liable for all damages and expenditures, including additional costs of the services which may be incurred by reason thereof.

11.5 All the powers of the Township with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Service Provider, and otherwise in respect of the contract, shall nevertheless continue in force.

**12. Permits, Licenses and Qualifications**

12.1 The Service Provider shall obtain, retain, and pay for, at his own expense, all licenses, permits, and qualifications required by law and statute, or regulations made thereunder.

**13. Compliance with Laws**

13.1 The Service Provider shall comply with all Federal, Provincial, and Township laws, statutes, regulations, and by-laws.

13.2 The Service Provider shall be solely responsible for payment of any fines levied due to violation of Federal, Provincial, and Township laws, statutes, regulations, and by-laws as they pertain to the performance of this contract.

**14. Specifications**

14.1 The Service Provider agrees to provide operational services to private and public groups and organizations. Including but not limited to non-profits, volunteer groups, and other theatre/music production companies.

14.2 The Service Provider agrees to provide operational services to non-profits, volunteer groups, and community organizations at a rental rate of no greater than 15% of the applicable fee as specified in the current version of the Township’s Fees and Charges By-law, as amended from time to time.

14.3 The Service Provider will ensure that the by-laws of the Township, as they relate to the entirety of the Township of North Huron, will be enforced.

14.4 For greater certainty, the Service Provider will enforce:

a. The provisions of the Wingham Town Hall Theatre Rental Policy.
b. All North Huron Health and Safety Policies and Procedures.
c. No application to rent the Wingham Town Hall Theatre which will interfere with the day-to-day operations of the Town Hall municipal services.
d. Capacity stipulations in accordance with our Fire Evacuation Plan. This includes but is not limited to occupancy restrictions. The Wingham Town Hall Theatre contains 409 fixed seats and has an occupancy load of 420, which is the maximum number of people allowed in the Wingham Town Hall Theatre at one time.
e. The purchase of ticket sales and refunds.
f. No person under the age of 18 shall rent the Wingham Town Hall Theatre.

14.5 To facilitate this, the Service Provider agrees to schedule with the Township all rentals, to coordinate with the municipal business schedule.

14.6 The parties hereby agree that each party will, to the best of their ability, inform in writing regarding any complaints, compliments, and comments, as filed or reported.

14.7 The Service Provider, in consideration of the health and safety of its officers, employees, and subcontractors, will issue and use any/all necessary Personal Protective Equipment (PPE), to carry out their duties. The Township will not be responsible for the use or misuse of any PPE.

**15. Confidentiality**

15.1 Confidential information refers to any data or information relating to the business of the Township that would reasonably be considered to be proprietary to the Township including, but not limited to, accounting records, business processes, payment and law enforcement records.

15.2 Confidential information shall be as defined in the Municipal Freedom of Information and Protection of Privacy Act.

15.3 The Service Provider agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any confidential information that the Service Provider has obtained, except as authorized by the Township or as required by law.

15.4 The obligation to maintain confidentiality will apply during the term of this contract agreement and will survive indefinitely upon termination of this contract agreement.

15.5 All written and oral information and material disclosed or provided by the Township to the Service Provider and vice versa under this contract agreement which is confidential information will continue to be considered as such regardless of whether it was provided before or after the date of execution of this contract agreement or how it was provided to the Service Provider.

15.6 The parties hereto agree that by executing this contract agreement, the parties, their heirs, successors, assigns, employees, and officers are bound to maintain confidentiality as if everyone had executed the agreement.

**16. Ownership of Intellectual Property**

16.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or registration applications, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name that is developed or produced under this agreement, will be the sole property of the Township.

16.2 The use of intellectual property by the Township will not be restricted in any manner.

16.3 The Service Provider may not use the intellectual property for any purpose other than that contracted for in this agreement but may use the intellectual property for other purposes with the written consent of the Township.

16.4 The Service Provider will be solely responsible for any damages resulting from the unauthorized use of the intellectual property.

**17. Return of Property**

17.1 Upon the expiry, termination, or cancellation of this agreement, the Service Provider will return to the Township any property, documentation, records, and confidential information that is the property of the Township.

**18. Payment**

18.1 Except as otherwise provided in this contract agreement, all monetary amounts referred to in this agreement are in Canadian dollars.

18.2 For the provision of all services under this agreement, the Township shall charge the Service Provider a fee as specified in the Township’s current Fees and Charges By-law, as amended from time to time.

18.3 The Township will invoice the Service Provider directly following the completion of each rental.

18.4 Invoices submitted by the Township to the Service Provider are due within 30 days of receipt.

18.5 The Township will be permitted to charge a penalty compounded monthly on any outstanding amount, as per the Township’s current Fees and Charges By-law, as amended from time to time.

**19. Term, Cancellation, Termination and Extension**

19.1 The term of this agreement will begin on January 1, 2025, and end on June 30, 2026. Both parties agree to conduct a review of the terms within this agreement in January 2026.

19.2 If either party wishes to terminate this agreement without cause prior to the end of the term, that party will be required to provide 90 days written notice to the other party.

19.3 Any extension of this contract shall be at the discretion of the Council of the Township of North Huron.

19.4 Extension of this contract may be made by written affirmation of the Township and said written notification will be furnished to the Service Provider indicating the extension date.

19.5 Violation of any of the terms of this agreement, in the sole discretion of the Township, may render this contract null and void and the contract may be immediately terminated if deemed by the Township to be the appropriate action.

19.6 Any changes to the agreement need to be mutually agreed to in writing by the parties.

**20. Inclusion and Gender**

20.1 Words in the singular mean and include the plural and words in the plural mean and include the singular.

20.2 It is hereby understood that the words “*contract,* and *agreement*” shall hold the same meaning as they relate to the provision of services.

**21. Governing Law**

21.1 This agreement will be governed by and interpreted in accordance with the Wingham Town Hall Theatre Rental Policy and all Township Policies and Procedures.

**22. Severability**

22.1 If any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts being severed from the remainder of this agreement.

**23. Entire Agreement and Amendment**

23.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

In witness whereof the parties hereto have set their hands and seals.

The Concert Factory Inc.

| | |
|---|---|
| _____ | _____ |
| Date | Richard Sharpe, Owner<br>I/We have the authority to bind the Corporation. |

The Corporation of the Township of North Huron

| | |
|---|---|
| _____ | _____ |
| Date | Paul Heffer, Reeve |
| _____ | _____ |
| Date | Carson Lamb, Clerk<br>I/We have the authority to bind the Corporation. |