

Final Report

Performing Arts Theatre

Study Review

and

Identification of Funding Opportunities

City of Lethbridge



September 14, 2011

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1.0 Introduction

Schick Shiner and Associates are pleased to submit this interim report which assesses the Lethbridge Performing Arts Center Study (LPAC Study) completed May, 2010.

This assessment was commissioned by the City of Lethbridge in April/2011.

This interim report is the second of a series of documents which, when completed, will form a comprehensive report, assessing the LPAC Study and identification of funding opportunities. Specifically this interim report provides the following:

- the context in which the report should be considered;
- a detailed assessment of the LPAC Study (Needs Assessment and Space Programme Sections);
- an assessment of the viability of the project (as detailed in the LPAC Study);
- development of the strategies and recommendations to address the issues identified in the assessments (Needs Assessment and Space Programme Sections);
- assessment of the business plan provided in the LPAC study; and
- development of the strategies and recommendations to address the issues identified in the business plan assessment.

As this is the second of the interim reports it will address the “need” and building programme issues of the LPAC Study as well as operations and management issues. The schematic design will not be commented on because it is a reflection of “need” and a function of the building programme which will become irrelevant at the end of this assessment process.

2.0 Report Context

The LPAC Study was commissioned by the City of Lethbridge in the Fall of 2009. The study team was comprised of:

- Ferrari Westwood Babits Architects (prime consultants and team leaders);
- Webb Management Services (Cultural Facilities Management Consultants);
- Theatre Projects Consultants (Theatre Design Consultants): and
- Threshold Acoustics (Acousticians).

Throughout the fall and winter of 2009 the team undertook the work of the study which resulted in a final report submitted to the City in May of 2010. The study contained:

- a needs assessment and recommendations;
- a business plan;
- a building programme: and
- a schematic design.

When the capital and operation cost estimates, which the study provided, exceeded the expectations of the City, the project stalled.

The City felt that a new performing arts theatre was still a high priority for the community but is unsure that the LPAC Study was recommending the best solution to address this need. To achieve some “comfort level” with the study they commissioned a review of the LPAC Study and its recommendations.

This document will not present portions of the LPAC Study within the document, although it will refer extensively to the study. Therefore a thorough knowledge of the LPAC Study, or access to the study, is recommended while reading this document.

3.0 Lethbridge Context

The needs assessment section of the LPAC study provides a comprehensive picture of:

- the state of the arts in Lethbridge;
- the demographic make up of the city; and
- an assessment of the existing performing arts venues in the city.

The research and data presented is complete, current and comprehensive and requires no additional updates. There have been no substantial changes to the City or its facilities with the exception of the following development.

In July of 2010 the City engaged Ferrari Westwood Babits Architects (in association with PNCA Architecture) to design a new Community Arts Centre. The design team completed their work and an RFP for construction was issued on March 16, 2011 and was awarded to Dawson Wallace Construction (Calgary) at the beginning of May. Construction will start now and the building is expected to open in January, 2013.

This is a very exciting project for the City and the Allied Arts Council of Lethbridge (AAC) who will operate the facility upon completion. This new facility will replace the Bowman Arts Centre which has been deteriorating and is long past its useful life cycle. More importantly the users have simply out-grown the Bowman and this new development will bring new opportunities to the community.

The building will total approximately 30,000 square feet and will include the following facilities:

- classrooms;
- 2D and 3D arts studios (clay, sculpture, painting and textiles);
- an exhibition space;
- a dance studio; and
- administration spaces and meeting rooms.

In addition to the arts centre spaces the new facility will be home for the University of Lethbridge Conservatory of Music. The conservatory will have the following spaces in the facility:

- music classroom;
- music rehearsal space;
- 20 music practice rooms; and
- storage spaces

The Conservatory and AAC will share the music/theatre rehearsal performance space and the administration offices.

Floor plans are attached in Appendix #1 for the two floors of the centre. In addition seating plans for the rehearsal/performance space are also attached.

This obviously changes the context under which the proposed LPAC can be assessed. It is expected that the development will have the following impact:

- the conservatory will have a more public face as it is not “buried” in the University complex. This should make the operation more accessible resulting in an increase in involvement by the community;
- music conservatories and arts centres are most active in the hours where their users have leisure time creating a large percentage of the use in late afternoon (following the end of the school day) to late evening. This will put people into the downtown core in hours opposite to the business/retail day. This will have an immediate and positive effect on the surrounding neighborhood;
- the combination of the arts centre, Southern Alberta Art Gallery and several private galleries in the same area is the start of an “arts precinct”. The addition of the proposed performing arts theatre will further enhance the area. Restaurants and other services will follow;
- the inclusion of a rehearsal/performance space in the arts centre requires a reassessment of the smaller performance/rehearsal venue in the proposed performing arts theatre (this will be addressed in Section 6);

- a link (underground or +15) between the arts centre and the proposed performing arts theatre would provide the means to share facilities and equipment. Musical instruments could be moved from one space to the other without exposing them to the weather. Some of the spaces in the arts centre could be used as overflow dressing and change rooms for times when the facilities in the PAC were taxed, providing a source of revenue for the arts centre; and
- the close proximity of the two operations would provide opportunities for joint ventures and cooperative programming.

4.0 LPAC Study Assessment (Needs Assessment and Space Programme Sections)

For the purposes of this interim report, only the needs assessment, the subsequent recommendations and the resulting building programme will be assessed. The design which is a function of the specific building programme will not be considered. The business plan assessment appears in Section 8 below.

A report such as the LPAC Study should tell a story. The story should lead the reader from the community needs assessment through the building programme, which is the expression of the need, to the schematic design which reflects the programme and on to the cost report which will tell the community what their “need” will cost. In this case the LPAC Study does not tell a story because the report format and presentation are not complete and accurate. The report has the following discrepancies and missing components:

- the recommendations of the needs assessment do not relate entirely to the building programme and schematic design. It appears, from the document in the report, as if the needs assessment was an early draft which was never updated to reflect decisions that were made following its submission. At the least there should have been a commentary on the decisions made following the completion of the needs assessment;
- there is a 20,900 square foot discrepancy between the total building programme areas developed by Theatre Projects and the areas that the cost consultants used to develop the cost estimate. Obviously some adjustment was made to the building programme to reduce the cost but there is no record to track this;
- because there is the discrepancy in the building programme areas in the Theatre Projects report and the cost consultant report it is not clear if the schematic design reflects the Theatre Projects areas or the cost consultants. There is no commentary on this to track the changes;
- there is no commentary on the schematic design which provides design guidelines and the engineering components of the study. The cost consultants had this information (as per Section 2 of their report) but this information was not in the study report; and
- there are no space sheets for each of the rooms in the facility.

The result of these factors is a report which does not stand alone. It requires information which is either in the memory or notes of the individuals involved in the process (taken during meetings) or in the office files of the design team and the client. Therefore when the study is reviewed, after it is completed, by an individual who was not present during the process the study will not make sense. The older the study is the less relevant it will be. In order to keep the study relevant this information should be gathered together and kept in an archive.

General Assessment: In general the assessment of the project is that the scope is too large for Lethbridge. This is not to say that the community and the artists do not deserve the best. It is more to do with the allocation of community recourses. Does the City wish to fund this project at the level proposed to the detriment of other projects which the community needs as well? It is safe to say that the proposed performing arts theatre works very well and would clearly address all the community needs for years to come. The issue is the cost and the scale of the proposed scheme and how this fits into the demands the community has for a variety of facilities.

In the study review it is found that the final costs given in the Schematic Design Cost Plan developed by Tech-cost Consultants do not tell the complete story. Tech-Cost states that the cost of the facility, given in the building programme and as shown in the schematic design, is \$63,428,000. It is significant that design and consultant fees are not included in the total (see Section 1.4 of the cost report). Usually design fees (architects, engineers and specialty consultants such as theatre, acoustics and landscaping) are estimated at 13.5% of construction costs. Using the TCCL's construction cost estimate of \$50,836,000 the fees could be estimated at \$6,863,000. Therefore the total project costs would be \$70,291,000.

There are many factors which are driving this cost and following are some of these which have been identified:

Seating Capacity: The use projects provided in the needs assessment cannot be disputed. The study team has been diligent and thorough in their assessment of the community. However their recommendations of a 250 flexible space and a 1250 seat theatre are not supported by their data. Of the 872 uses/booking days the team developed 80% are in the seating capacity range of 0 to 999 seats while the remaining 20% are in the range of 1,000 to 1,500 seats. If the cut off points are adjusted to include booking days where the groups stated their needs were 1000 seats then the 0-999 category would include 85% of the uses and only 15% of the uses are in the 1000 + range. In addition it should be noted that of the groups in the 1000 to 1500 seat range only the symphony and the community band stated that they needed 1000+ seats. They gave a range of 750 to 1500 seats. Therefore in reality only 66 booking days needed 1000+ seats or 7.5% of the booking days.

It would seem that the 1,250 seat recommendation provided by the study team is not supported by the study findings. However there are a number of mitigating factors in setting the seating capacity and these are:

- the seating capacity should provide some opportunity for groups to grow their audiences and if the facility was built for the current need alone this would not be wise;
- the total gross ticket sales for a larger seating capacity would allow a wider variety of quality programming opportunities; and

- the difference in cost of a smaller theatre, say 1000 seats, rather than 1250 seats would not be significant enough to reduce the size of the theatre.

The seating capacity for the smaller flexible space will need to be reassessed in light of the performance/rehearsal space in the new Community Arts Centre.

Seating capacity issues will be addressed in detail in Section 6.0.

Excessive Space Allocations: A significant strategy in keeping project costs under control is to ensure that the spaces which make up the facility are right sized and in the quantity appropriate for the activities that are expected in the venue. The building programme provided in the study is excessive in a number of areas, for example:

- the net lobby areas are given at 22,500 square feet (15 sf/seat). Planning standards usually use 7 sf/seat in addition many of the lobby areas given in the study should really be in the gross up. If the 80% gross up factor is applied to the 22,500 net area the total gross area for the public lobbies would be 40,500 square feet or a \$15.6 m cost. The lobby area should be more in the range of 12,000 to 14,000 square feet (net).
- excessive BOH circulation spaces: BOH “tech streets”, loading docks, scenery dock and scenery maintenance total 4,322 net square feet (7,800 gross sf) resulting in a total cost of \$3m. These spaces/areas could be reduced by 60% at least.
- excessive dressing/change room spaces: total dressing room for the theatre and studio is 152 spaces for 6,867 net square feet (12,360 gross square feet). The cost impact of this is \$4.8m. Although it is ideal to provide enough dressing/change space for the largest production expected this is rarely done because of the cost. Reducing these spaces is critical to controlling the cost of the facility. In this way the facility would have enough spaces for the average BOH occupancy load but not the maximum. Solving this problem would become a management issue rather than an architectural one, as it is in almost every theatre in Canada.
- the patron’s lounge and support spaces are 1,680 net square feet (3,024 gross sf) and cost \$1.2m. Without question this is useful space for receptions (pre and post shows) and would be a good source of revenue as a rental space, however this has to be balanced against the total cost of the facility. It is possible to create a space in the lobby which can be closed off as required. This area would be accounted for in the lobby area above.
- the orchestra pit is sized for 47 musicians which is a small symphony orchestra. This needs to be balanced between how many times in the life of the theatre would this be required and the cost to provide this. It should be noted that the orchestra pit is large and the trap room was deleted. A trap room is required for a multi-purpose facility.

Excessive Equipment Costs: Estimates taken from the TCCL cost plan show an estimate of \$10.5m. This includes the theatre equipment as well as theatre seating, adjustable acoustics and orchestra lifts which are generally not considered equipment and are usually in construction costs. The actual theatre equipment accounts for \$7.5m of this total (see Appendix #2 for a breakdown).

This is excessive and should be in the range of \$3.5m range. In addition this cost is currently carried in the construction budget and as such would be subject to an allocation of fees by the design team who in reality offer no “value added” aspect to this portion of the work. Note the theatre equipment has two components; the equipment itself which is mostly “plug and play” and the infrastructure (conduit, structural steel and other building components). The equipment budgets given here do not include the infrastructure so it is possible to remove this portion of the work from the construction budget saving roughly 10 to 11% in fees (\$750,000 or \$350,000 depending on the budget figure used). The equipment would be “owner supplied”, purchased directly by the purchasing department of the city, and is usually installed after substantial completion.

Excessive gross up factor: the building programme provides a gross up factor of 80%. It is true that the nature of performing arts facilities drives this factor upwards and many designers are surprised how large this allowance can be. When adding a gross up factor to a building programme the design team must be careful that there is no “double counting” of areas. This seems to be the case in the building programme that appears in the study. Examples of this are the theatre lobby and circulation space around the BOH space which have been detailed above. It should be noted that a higher gross up factor makes the building easier to design, as the design team will not be required to find the absolute and most efficient layout of the spaces.

Emphasis on music: it appears that the assumption the study has made is that the facility is a music venue (acoustic not amplified) which can be used for other activities rather than a multi-purpose venue that is used for music. This approach has a significant impact on the cost of the facility. Examples of this are the cost of the orchestra shell, and related building infrastructure.

It is interesting to note that the seating capacity is given as 1,250, however this is with the orchestra pit not in use as a pit (seating on the lift) and seating on the forestage seating lift/wagon. When the symphony orchestra uses the venue as a “concert hall” these two lifts are at stage level pushing the musician into the audience chamber. This reduces the seating capacity to 1,124. When the orchestra pit is used the seating capacity is 1,180.

Some reassessment of seating layouts and capacities as well as the multi-purpose aspect of the venue is required. It may work better for the community if the hall was reduced to 1000 seats and delete the seating wagon and the seating on the pit. The pit cover would serve as a stage apron which still pushes the orchestra out into the audience chamber but 7’ less than the LPAC study proposes. All this would have the result of reducing the seat count and therefore the overall area, the forestage lift and seating storage (estimated at \$600,000).

Seating capacity issues will be addressed in detail in Section 6.0.

Site Assessment: As discussed in Section 3.0 the location of the facility is ideal in that it relates to the new community arts centre and the Southern Alberta Art Gallery and will create an “arts precinct” which will change the downtown core forever. However there still are some considerations:

- the building footprint could become smaller if the scope and cost of the facility is reduced providing more siting options;

- a connection between the new community arts centre and the performance theatre is required;
- more thought to the movement of patrons from their cars to the lobby is required (drop off areas); and
- more consideration should be given to the proposal that 7th street be blocked by the facility. Does the City consider this a viable option?

5.0 Assessment of the Project Viability

We believe that the project as proposed in the study document is not viable for the following reasons:

- at \$70m the facility absorbs too much of the community resources and if \$70m in cash was available today it would be preferable to build a more modest facility which still addresses the community needs as well as other projects of equal priority;
- the scope of the facility with its elaborate orchestra shell, forestage lifts and seating wagons are a reflection of community desire and not community need;
- over excessive equipment budget;
- the over excessive building programme; and
- the new arts centre development will have an impact on the smaller flexible space and this will have to be assessed.

The project could be made viable with the following strategies:

- adjustments to the building programme to reduce the scope of the project and the cost while addressing the users requirements;
- adjusting the seating capacity;
- changing the scope and format of the smaller performance space to reflect impact the new community arts theatre will have on the facility; and
- addressing the inadequacies of the Yates Centre and creating a more all encompassing community plan.

The following section will address these issues and set out a viable plan for a performing arts theatre.

6.0 Project Strategies (Needs Assessment and Space Programme Sections)

The following section outlines in detail the strategies which the City can employ to make the project more viable resulting in a performance facility desperately needed by the community:

Reducing the Scope of the Project: Removing some of the more expensive items in the 1250 seat theatre would reduce the impact this space has on the total budget. These include:

- delete the second lift in the audience chamber intended to add/subtract 55 seats from the audience chamber. Replacing these with a platform at stage level which the symphony would use to “push” the orchestra into the chamber. It would follow that the seating wagons and the wagon storage area could be deleted. Cost savings here would be \$1.1m. This lift only adds 7’ to the depth of the stage and the cost/benefit is small. The orchestra would setup on the pit lift (set at stage height) to “push” into the audience chamber.
- Reduce the equipment budgets for the theatre and rehearsal hall from \$7.5m to \$3.8m.
- replace the proposed orchestra shell, which encompasses audience seating, to a more modest but industry standard shell. This would include the allocation of storage space in the proposed building programme. Saving here would be \$900,000.

Reducing the areas in the building programme: There are many opportunities to reduce the size of the building including:

- deleting the patrons lounge and replacing it with an area in the lobby which can be divided off and used for private receptions. Savings here would be \$1.2m.
- reducing the number of dressing room stations
- reducing the size of the office space. Savings of \$950,000
- reducing the size and number of storage spaces, offices and other amenities.

These cuts would not effect the core building which would still reflect the need the community has expressed.

The building programme attached is in Appendix #3

Reduce the scope and size of the Rehearsal/Performance space:

The current proposal calls for this space to be a complete “studio” venue with full technical support intended for music use. This results in a very expensive space. The rehearsal and performance venue in the new arts centre changes the requirement of this space, giving this project more options:

- maintain the current design;

- change the space into a more accessible and multi-use studio space;
- change the space into a very simple “hotel ball room” type multi-purpose space which is only included in the facility as a revenue generator;
- delete the space entirely.

Reduce the seating capacity of the theatre:

Significant capital cost saving could be made by reducing the seating capacity of the large theatre space. This of course has implications for users particularly the symphony.

See the building programme analysis in Appendix #3 and the seating capacity SWOT analysis in Appendix #4 for more detailed information.

7.0 Recommendations

In order to make this project viable and to move forward, the overall scope of the project needs to be reduced. The strategies to achieve this are developed in Section 6.0. Care must be taken to ensure that the community needs are addressed in the plan. This is achievable.

The most critical issues to consider are the seating capacity of the large theatre and the scope of the technical aspects of the studio/multi-purpose space.

Seating Capacity – Theatre: we recommend that the seating capacity for the large theatre space be reduced from the 1250 seats recommended in the LPAC Study to below 1000 seats. We feel that 950 seats would be the right size for the following reasons:

- an acoustical volume appropriate for symphonic music can still be created in this size space;
- the space could easily be designed to feel intimate at 950 seats;
- the needs assessment of the LPAC Study only recommended a 1250 seat capacity for 4 groups. These groups only accounted for 27 performances a year. (LPAC Study – Use Projection Table - Page 20);
- the capital and operating costs are considerably less than those for a 1250 seat theatre;
- the group most effected by this recommendation is the Lethbridge Symphony Orchestra. However their current sales do not support building a theatre of 1250 seats and currently they only account for 14 performances annually. An audience for 600 to 700 in a 1250 seat theatre would make them appear less successful and impact their sales in the long run. When their audience consistently exceeds the 950 capacity they will have to jump two performances per concert. We realize that this has a serious impact on their finances but from an artistic point of view it is far superior. Artists will benefit from two performances of a work. In any case it could be years before this becomes an issue as there is enough growth potential in the 950 capacity;

- a smaller audience chamber serves the local community groups better. Events which cannot generate large audiences will still be able to use the theatre by only using the main floor level (and not the balconies). In this way an audience of say 600 people in a 1250 seat theatre would feel empty but 600 patrons in a 950 seat theatre would feel fuller. This is very important for audience development and audience satisfaction;
- with regard to presenting touring groups; there is considerably less ticket revenue from a 950 seat theatre. But at 950 seats (\$30,000 to \$40,000 in gross ticket revenue) it is still possible to attract quality performers. In addition the theatre would have 240 seats more than the Esplanade Arts Centre in Medicine Hat. This would translate into almost \$10,000 more in gross ticket revenue and would make Lethbridge a more desirable venue for touring groups giving Lethbridge a competitive edge.

Scope of Small Theatre

We recommend that the seating capacity of the small theatre remain at 240 seats but the following adjustments are made to scope:

- create a more multi-purpose room with a music capability;
- delete the catwalks and reduce the height of the room as much as possible keeping the appropriate acoustical volume for music;
- delete the seating pit as shown on the architectural drawings of the LPAC study;
- retain the side galleries but extend them on the sides to the rear wall, so that when the room is used without a stage for an event the right ambiance is attained;
- retain the control room but reduce in scope;
- replace the catwalks with a pipe grid (as the space has a flat floor it is possible to access all of the technical area with a man lift);
- retain the telescopic seating and the flat floor to ensure maximum flexibility; and
- ensure that the room is not a “black box” studio space but rather space with enough decoration and colour to create an ambiance for many different events.

Revised Building Programme:

Appendix #5 provides the recommended building programme. Capital cost calculated on this building programme is:

TOTAL GROSS SF	78,203
Construction (\$385/sf)	30,108,309
General Requirements (16%)	4,817,329
Design and consultant fees (12%)	3,612,997
Theatre Equipment	3,800,000
Total	42,338,636

Appendix #6 gives the minimum footprint required for the facility (47,835 sf or 4,444 sm). The area available on site without closing 7th Street South and including all set backs, fire lanes, etc is 2600 sm. Therefore if this site is used closing 7th Street South is required.

Yates Theatre

Any performing arts theatre development plan for Lethbridge would not be considered complete without involving some renovations to the Yates Theatre Complex. The following are four renovation projects which would improve the ambiance of the facility and bring the facility up to current standards:

- expand and modernize the lobbies and public areas;
- add more public washroom facilities;
- modernize and “redecorate” the audience chamber; and
- move the catwalk which creates a header across the audience chamber and perceptually lowers the ceiling of the venue. A stage lighting position is required at this location so the catwalk would have to be raised which would require raising the roof of the audience chamber from the “header” to the proscenium.

Obviously more study is required to test the feasibility of these suggestions.

8.0 Business Plan Assessment

Generally the Business Plan was found to be comprehensive, complete and for the most part reasonable. However, as with the building programme, the scope and scale of the operations is too much for the City of Lethbridge. The operating budget of \$3,956,273 is unreasonable for the city and is out of line with comparable operations in other cities.

Although the Business Plan can be considered comprehensive and complete there are a number of areas of concern. These are as follows:

- The LPAC Study recommends a 1250 seat large hall but does not use any venues of this size as comparable examples. This could be that there are not many venues of this size in Canada. Appendix #7 lists all seven of the theatre venues in Canada in the 1250 seat range (+/- 10%).
- The utilization estimates in the table on page 7 of the Business Plan does not agree with the use projection table on page 20 of the needs assessment. This is another example of the disconnect between sections of the study.
- The programming plan provided on page 7 is good but the presentation of film and the potential revenue provided in the pro forma budget should be questioned. Movie houses are having an increasing difficulty attaching audiences due to the

proliferation of video stores and now cable channels and “net” based distribution. This trend is not going to slow down and basing future revenue projections in this market is not wise. In addition it would not seem to be wise to compete with local commercial operations using a publicly funded building.

- The governance recommendations provided in the study may not be the best solution and more study is required. See Section 9 below for more details.
- The operating model where the fundraising component of the operation is a separate entity has not been successful in other operations (Festival Place, Sherwood Park and Winspear Centre, Edmonton).
- The staffing recommendations are not in line with standard operating models in Canada:
 - the staffing level is too high;
 - the Executive Director will do the programming and no Programming Director is required;
 - the Educational Director would not be required in the first few years of operation and the Marketing Director usually takes on this role;
 - the operation is too small to have a fulltime Food And Beverage Manager and this role is usually undertaken by the Audience Services Manager or House Manager;
 - a Grant Writer is not required because there are no grants available for operations of community theatres. What few grant applications there are for related activities would be undertaken by the Executive Director; and
 - the box office and the front of house staff never report to the Marketing Director although there is a close working relationship. Marketing and front of house activities happen at different times of the day. Box office and front of house staff report to an Audience Services Manager.
- The pro forma operating budget is very complex and very difficult to understand as well as projecting unrealistic revenues and expenses for a community theatre in the City of Lethbridge. The following are examples:
 - gross revenue from film presentations is unrealistic at \$72,500 or 7,250 tickets sold. The design of the theatres is not conducive to film presentation, the equipment costs are high and a publicly funded facility in competition with local commercial operations is never a good idea. In any

case the expense projection is \$67,100 for a net profit of \$5,400. A very risky venture for little return.

- There is no explanation for the line items in the budget. For example what are “User Fees” (\$263,159) and how does this differ from a “Facility Maintenance Fee” (\$246,575). There is no indication how these are calculated and they make up 20% of the earned income projection.
- A gross revenue of \$352,250 for concession is high. Most theatre managers advise that the bar and concession is considered a customer service and not much money is made in this profit centre. Bear in mind that the bar and concession is only open for 1-1/2 hours per performance.
- The projected salaries are high and some of the positions can be eliminated as per the comments above. See the revised budget in the following section for revised salaries.
- Many of the expense line items are high as well.
- With regard to contributed income:
 - Building Sponsorship which is assumed to be naming fees should appear in the capital budget as revenue;
 - In Canada there is little or no funding opportunities from foundations. These organizations do not fund community theatres operations. There is definitely not \$100,000 per year available; and
 - Corporate Event Sponsorships and Corporate Fundraising at \$150,000 is unrealistic in today’s economy.
- The Executive Director and Senior Staff are shown to be engaged and working 2 years prior to opening (unrealistic) and the budget shows only 1 year prior to opening.
- The booking days for rentals in the budget exceeds the estimated utilization given in the table on Page 7 of the study.

Overall there are too many discrepancies, unknowns and excessive estimates to make the pro forma budget credible. In addition because all aspects of the operation are dealt with in one budget it is very difficult to understand where the organization is at risk and how much.

9.0 Business Plan Recommendations

9.1 Projected Venue Use

Accurately estimating the use a new multi-purpose venue will have in the community can be difficult. Usually existing venues are surveyed and booking information obtained such as the number of booked days, the number of available dates and the “turn aways”. Then potential users are surveyed and the number of events (performances) and tickets sold is obtained. The information from these two sources is analyzed and from this a short fall of venue availability is usually discovered and therefore need is demonstrated. This method, if it is possible to obtain the information, can be extremely accurate.

Need is also expressed in the desire of the community leaders to invest in community infrastructure and amenities, the theatre being one, which will attract and retain people in the community.

Therefore the “demand” for a theatre comes not only from a shortfall in available rental venues, the quality of those venues and dates available but primarily from the need of the community to have a place to provide the opportunity to further develop the performing arts and provide entertainment for the community. Using this demand scenario a pro forma booking level can be determined.

Future demand for booking days will be derived from a number of sources including:

- existing performing arts groups;
- bookings from existing groups, other than performing groups, for events such as conferences, meetings, special events; and
- new performance and other groups that will emerge in the future and as a result of a new facility.

In assessing the degree to which a new facility could secure bookings, allowances have been made for typical patterns of demand associated with multi-purpose facilities. Most groups will try to book on Friday or Saturday nights as these are the most marketable days of the week. Likewise they will avoid booking on long weekends and around holidays as the audience potential is less predictable. The same theory applies to times of the year. For example the dates leading up to Christmas are “prime dates” but the days immediately following Christmas are not, unless the event has something which will motivate audiences to attend. January is a difficult time to market events as is the summer and the beginning of September. The beginning of February can be difficult as well. Sundays and Mondays of holiday weekends are dead periods. Although the facility is available for booking 365 days a year the prime booking days only account for 236 days or 65%. The remaining 129 days will be difficult to book until a large number of the prime dates are used or the operation

motivates groups through rental incentives to book at these times.

The Webb Report, in the detailed operating budget and the use table on Page 7 of the business plan, allowed the following booking days:

Type of use	Large Theatre		Studio		Lobby
	Event Days	Setup Days	Event Days	Setup Days	
Non Profit Groups	79	102	76	60	5
Corporate/Private Groups	8	0	6	0	6
Commercial	5	5	6	0	0
Total	92	107	88	60	11
Grand total		199		148	
% of Calendar Days Booked		54.52		40.55	
% of Prime Booking Days		84.32		62.71	

For the purpose of this budget exercise we can make the following assumptions in projecting demand:

- the Yates Theatre will remain in operation;
- the use projection in the Webb report are accurate; and
- an allowance has been made for groups that are not in existence now but will be when the building opens.

Based on the Webb analysis and the assumptions above, the use demand, for the purposes of the budget development for this document, would be the following:

Type of use	Large Theatre		Studio		Lobby
	Event Days	Setup Days	Event Days	Setup Days	
Non Profit Groups	79	86	76	60	10
Corporate/Private Groups	8	0	6	0	20
Commercial	5	5	6	0	0
Groups not now in existence	20	12	30	12	5
Total	112	103	118	72	35
Grand total		215		190	
% of Calendar Days Booked		58.90		52.05	
% of Prime Booking Days		91.10		80.51	

Set up days are identified separately from event days because there is no audience and therefore no income from ticket sales for the user. In addition, the facility costs to service these days are reduced and therefore the rental rates for these days are reduced.

This projection is still relatively conservative and will be used to develop the operating budget later in this document.

See Section 9.10 for definitions for the categories of users.

9.2 Operations and Business Plan

The most important aspect of a theatre facility are the activities which take place inside the

structure. The theatre facility itself is only an organized collection of building materials which form a tool used in the presentation of the “performing art”. How that tool is operated is vital to the success of the activities and the realization of full community potential.

There are as many ways to operate a theatre facility as there are communities. Some of operating the models are presented below.

For the purposes of this discussion document it is assumed that in every case the theatre facility is owned and maintained by the City.

The LPAC Study Business Plan provided three operating models to consider:

- operated by a non-profit Society;
- user operated; and
- City operated.

The user operated model is not applicable and therefore only City operated or society operated models will be considered in this report.

9.3 Operating Model

There are three areas which need to be addressed when looking at operating models;

- **ownership:** This can be by the City or some other body. For the purposes of this report it is assumed the City retains ownership of the facility. In this way the community resource is always in control of the City which will ensure that the fabric of the building and building system life cycles are addressed and the community asset is protected.
- **programming model:** there are 3 basic programming models:
 - rental model: the venues in the facility are simply available to the community to rent, typically on a first come first served basis, such as a playing field
 - presenter model: the facility operator acts like a “retailer” in that they would buy “product” (touring shows and artists) and present or sell tickets for the event to the community. In this way there is proactive arts programming:
 - producer model: in this model the organization would produce the work of art. Theatre Northwest and the Symphony Orchestra are examples of this.

It should be noted that in reality it is typical that these models are mixed (rental/presenter or rental/presenter/producer). For the purposes of this report the producer model is not being considered an option. Also of note are the various degrees of risk involved with each of these models and this is discussed in Section 9.13

- **management:** by the City or through some other body.

There are five basic operating models which apply to theatre operations in this case. These are:

- rental model - City owned/operated;
- rental model - City owned and society operated;
- rental/presenter model - City owned/operated; and
- rental/presenter model - City owned and society operated.
- Rental/Presenter Model - City Owned and operated through an “Arms Length” Agency

Each of these models has its own advantages and disadvantages and each is valid and in use various communities in Canada at this time.

Rental Model - City Owned/Operated

This is usually the model adopted by cities and municipalities that operate their own leisure and recreation facilities. In this model the theatre is available for use on a 'first come first served' basis and no attempt is made to be proactive in securing bookings or developing programming. Cost recovery is the highest priority.

Advantages:

- limited financial risk to the City;
- no risk with regard to artistic programming;
- stable funding for the operation;
- simple administration requires little staff time;
- no rental discounts to reduce income; and
- low operating costs.

Disadvantages:

- no proactive programming provided for the community;
- rental is done on a straight forward basis with no incentives provided to capture bookings and no help given to lessees to develop skills or audiences;
- restricted or no use of volunteers;
- a workforce made up of civic employees which may have restrictive practices and the

- inability to effectively interface with the volunteers of local organizations;
- little or no fundraising opportunities; and
- the City always covers the short fall between revenue and expenses. Often the shortfall is not always known until the end of the fiscal year.

Examples:

- Centennial Auditorium - North Vancouver, British Columbia
- Vancouver Civic Theatres – Vancouver, British Columbia
- Surrey Arts Centre – Surrey, British Columbia
- Jubilee Auditoriums – Edmonton and Calgary, Alberta
- Prince George Playhouse - Prince George, British Columbia

Rental Model - City Owned and Society Operated

In this model the City would turn the operations of the facility over to a not-for-profit society but there would be no other operational changes.

Advantages:

- no financial risk to the City and little financial risk to the society;
- more fundraising opportunities open to the society;
- no administration by the City and the simple administration by the society requires little staff time;
- no rental discounts to reduce income; and
- low operating costs.

Disadvantages:

- no proactive programming provided for the community;
- no incentives for the recruitment by the society for board members or for volunteers;
- rental is done on a straight forward booking basis (“first come first served”) with no incentives provided to capture bookings and no help given to lessees to develop skills or audiences; and
- society would have complete financial responsibility for the building and operations.

Examples:

Because this is basically a “caretaker” administration there is little incentive for the involvement of the community in operations through volunteers on the board or in other areas this operating model is rarely used. One example is Royal and McPherson Theatres Society, Victoria, BC

Rental/Presenter Model - City Owned/Operated

In this model the City takes an active part in programming by presenting one or more series of artists as well as providing the facility to community groups on a rental basis. Usually the City through its Executive Director would provide incentives and co-venture deals to community groups to increase rentals and activity.

Advantages:

- provides the community with entertainment for their enjoyment;
- the City provides some financial stability;
- develops appreciation of the arts in the community and indirectly develops and encourages local artists; and
- directly and indirectly supports the activities for local groups.

Disadvantages:

- considerably increases the City's exposure to financial and artistic risk;
- restricted or no use of volunteers;
- a workforce made up of civic employees which may have restrictive practices and the inability to effectively interface with the volunteers of local organizations;
- little or no fundraising opportunities; and
- programming options are usually limited by the conservative nature of City operations which are averse to risk and therefore restrict the exposure to 'artistic risk' and community development;
- the artistic programme is vulnerable to the political and administrative environment of the community;
- cities have restricted access to government and private funding agencies as well as restriction to the types of corporate sponsorships they can accept; and
- the City must cover the revenue/expense short fall which can be significantly more than

the Rental Model.

Comments:

Due to the burden of financial risk these operations have little flexibility in the type and quantity of shows presented. In some cases, where ticket sales and attendance is generally low, many of these operations have had their programming activities reduced or terminated by councils and administrations to lessen the exposure to losses or for fear of offending community sensibilities.

Examples:

- Arden Theatre – St Albert, Alberta
- Cowichan Theatre – Duncan, British Columbia
- Shell Arts Centre – Fort Saskatchewan, Alberta
- The Capital Theatre – Moose Jaw, Saskatchewan
- Esplanade Theatre – Medicine Hat, Alberta

Rental/Presenter Model - City Owned and Society Operated

This operating model is similar to the previous model, except that the City turns over the operation of the facility to a non-profit society, while retaining ownership of the facility.

Advantages:

- this model has proved successful in other communities and provides the entrepreneurial environment required to make a theatre a successful operation;
- allows the City to provide a community service while reducing its financial risk;
- allows a full range of programming from conservative to risky ventures;
- the non-profit group has greater access to fundraising opportunities and sources;
- the operation is not encumbered with civic hierarchical management structures and is more flexible, responsive to the community and is more cost effective;
- ownership of the 'bricks and mortar' is retained by the City ensuring the long term viability of the theatre as a community asset;
- is able to provide rental incentives and develop community groups; and
- allows true community involvement through the use of volunteers.

Disadvantages:

- financial responsibility rests solely with the non-profit society and increases the work load of the volunteers through operations and fundraising activities; and
- has the inherent instabilities of non-profit volunteer societies which are influenced by the cyclical nature of Boards of Directors and volunteer staffing.

Examples:

- Richmond Gateway Theatre – Richmond, British Columbia
- Tidemark Theatre – Campbell River, British Columbia
- Vic Juba Theatre – Lloydminster, Alberta
- The Port Theatre – Nanaimo, BC
- Vernon and District Performing Arts Centre – Vernon, BC

Rental/Presenter Model - City Owned and operated through an “Arms Length” Agency

This operating model is similar to the previous two models, except that the City operates the facility through an arms length agency which uses much of the City’s infrastructure. The city retains ownership of the facility. This is the model which was recommended by Webb Management Services.

Advantages:

- the City provides some financial stability;
- develops appreciation of the arts in the community and indirectly develops and encourages local artists; and
- directly and indirectly supports the activities of local groups.
- allows the City to provide a community service while reducing its financial risk;
- allows a full range of programming from conservative to risky ventures;
- the arms length group has better access to fundraising opportunities and sources than the city directly;
- ownership of the 'bricks and mortar' is retained by the City ensuring the long term viability of the theatre as a community asset;
- is able to provide rental incentives and develop community groups; and

- can allow community involvement through the use of volunteers.

Disadvantages:

- increases the City's exposure to financial and artistic risk;
- can result in restricted or no use of volunteers;
- less fundraising opportunities;
- programming options can be limited by the conservative nature of City operations which are averse to risk and therefore restrict the exposure to 'artistic risk' and community development;
- the artistic programme is vulnerable to the political and administrative environment of the community;
- cities have restricted access to government and private funding agencies as well as restriction to the types of corporate sponsorships they can accept; and
- the City must cover the revenue/expense short fall which can be significantly more than the Rental Model.

Examples:

- there are not many examples of this type of operation in performing arts theatres however the Galt Museum (Lethbridge) operates under this model.

9.4 Organizational Structure

Clearly the “Rental/Presenter Model - City Owned and Society Operated” option has the greater degree of community involvement, stewardship by the City without financial risk and the most programming flexibility. Therefore this report recommends that the operation adopt the Rental/Presenter - City Owned/Society Operated Model and the following sections develop this model.

A non-profit society could be set up, with the mandate to operate, programme the theatre and deliver community cultural services on behalf of the City . The mandate and related policies, outlined later in this report, would set a direction for the organization responsible for the operation of the facility and ensure that it operated with the interest of the whole community in mind.

The mandate of the organization should be to:

- develop, assist and act as a resource for the groups and artists in the community and to develop local talent and skills;

- to deliver cultural services and manage the facility on behalf of the City in the most effective and professional manner while fulfilling the overall mandate; and
- take a pro-active role in programming and presenting events in the facility.

To ensure that the new Society represents the community, and City interests, the Board of Directors should include members elected by the membership at large (2/3's) and appointments by the City (1/3). Therefore a board of eleven members, which is a workable size, would consist of four members appointed by the City and seven elected members. In addition to the appointed City representatives it is possible for other City employees to sit on the Board of Directors as ex-officio members (voting or non-voting as determined by the society's constitution and by-laws). These could include the Director of Cultural Services (or Leisure Services) and the Director of Finance.

It is possible that a Board member from the Board of Directors of each of the resident companies (for example the Lethbridge Symphony Orchestra) would sit on the Board of the facility as full voting member. This would be determined during negotiations with the resident companies. If the society sees the inclusion of a board member from another user organization as a potential conflict of interest then this board member could be an ex-officio (and non-voting) member of the society board. An important distinction is that the individual representing the resident company should be a board member of that organization and not a staff member. Notwithstanding all of the above the important issue is transparency and the development of trust between the resident company and the society.

The Society would enter into an operating agreement with the City, which would define the conditions under which the Society would take responsibility for managing the operation of the facility and the delivery of community services. It would set out the obligations the Society has to the City and the community.

As the society would have a "working" board, charged with the responsibility of managing a significant and high profile community asset, it is envisioned that the board would consist of members with business and administrative backgrounds. Artists and facility users (other than the resident companies) would provide input and influence through a Users Committee which would report to the Board of Directors through the Executive Committee.

9.5 Operating Agreement

Once a Society has been incorporated and has established a Board of Directors, it will negotiate an Operating Agreement with the City. This agreement, which is of critical importance, will govern the relationship between the City and the Society, as well as setting the obligations and responsibilities the Society has to the City and the community at large.

The Operating Agreement should address the following issues:

- generally define the powers of the Society;
- the basic clauses which must be contained in the By-laws and Constitution of the Society;

- structure and make up of the Board of Directors;
- maintenance policies (physical plant and custodial);
- insurance coverage;
- rental policies and rental rates for community groups as well as an overall rental and access policy;
- the formal reporting structure of the Society to the City;
- the financial obligations the Society has to the City and the financial reporting structure;
- the mechanism for setting the annual operating budget and the obligation the City has for funding part of the operation;
- the mechanism for dealing with the dissolution of the Society (should this be necessary);
- management and programming policies; and
- the exact responsibilities the Society has in operating the theatre.

The initial term of the operating agreement should be three years and should be renewed every five years following the initial term.

Pro forma operating agreement is attached to this discussion document as Appendix #8.

9.6 Board of Directors

The Board is the legal entity and authority for the organization. It is an empowered body, charged before the law, with the ultimate accountability for and authority over the organizational activity. Boards provide leadership, vision, continuity of purpose and accountability to the community. They achieve this through establishing a purpose or mission, a rate of progress in achieving this purpose, continuity of governance and management and advocacy to confirm the identity of the organization in the community.

The Board's role in an operation is usually governance and not the day to day management of the operation. However in this operating model, because much of the management and programming are done through partnerships and volunteers, it is expected the Board will involve itself in a significant way in the management of the operation.

The Board is divided into committees to achieve its goals. This structure will allow the work of the board to be spread over more volunteers and since the committee work can be done by non-board volunteers it is the place where potential board members will be found. Committees will work independent of the Board, within Board policies, and will report to the Board through the Executive Committee. A strong vibrant committee structure usually indicates a healthy organization and one which is successful.

The important committees would include:

Executive Committee: Consists of the President, Vice-president, Secretary/Treasurer and other board members as required. The Executive Director sits on this committee (and on the Board of Directors) as an ex officio member.

Finance Committee: Responsible to set and maintain the Society's financial policies. Monitors ongoing financial operations and activities to ensure that board policies are being carried out. Has financial statements prepared and presents these to the Board for approval. The annual budget would be prepared by this committee and presented to the Board for approval. A representative of the City's finance committee will sit on this committee.

User Committee: Consists of representatives of the performing arts community who are users or potential users of the facility. It is here they will provide their input and influence policies and the operation of the facility. They will ensure that the facility is managed for the benefit of the community as a whole.

Fundraising Committee: Comprised of the Sponsorship, Donation, Special Event, Grants/Foundation Sub-committees. Responsible for planning and implementation of all fundraising activities.

Some of the other committees that the society may set up could include:

Planning Committee: Responsible for long range planning strategies.

Programme Committee: Responsible for establishing and maintaining rental policies and rates. Responsible for any programming done directly by the Society.

Personnel/Volunteer Committee: Responsible to set, implement and maintain the Society's personnel policies. Responsible for volunteer recruitment and development.

Marketing Committee: Responsible for the marketing of all the Society's activities and to support the marketing undertaken by the users of the theatre.

Advocacy Committee: This is the lobbying arm of the operation which ensures that its voice is heard on cultural issues at the local, regional, provincial and national levels.

Building Committee (Physical Plant): Responsible for the maintenance and upkeep of the theatre.

9.7 Overall Policies of the Society

It would be wise to implement a number of policies for the operation at the outset and to incorporate some of these, where appropriate, into the Operating Agreement.

These policies when put in place will enable the Society, the staff and volunteers to manage the affairs of the Society in the spirit of the mandate. Some of these policies include:

Booking Policy: This policy would set the number of days or a percentage of time that would be available for the use of the various community groups and the groups in the partnership agreements. As well it would set the number of prime booking days to which the community could have access, the schedule of bookings, the rental rates for community bookings and some of the terms of the rental agreements.

Non Competition Policy: This policy outlines the duties and responsibilities the Society has in developing and assisting the local groups and artists, both professional and amateur. This would ensure that the Society with its significant resources and the facility under its control would not disrupt the sensitive balance and mix of programmes existing in the community. The Society should never be in direct competition with the other users of the theatre.

Financial Management Policies: These policies would set the framework by which the Society would manage the financial affairs of the operation. They would deal with such matters as signing authorities, approvals on expenditure amounts and financial reporting by the staff/volunteers to the Board of Directors and by the Society to the City.

Programming Policies: These policies would set out the process by which a programme or series of events is developed and how that programme is presented to the Board of Directors for its approval.

Board of Directors Policies: These policies would set out the role of the Board of Directors, how its members are chosen and their responsibilities as individual Board Members. In addition it would set out the Board Committees, their mandate, roles, authority and responsibilities.

There are many more areas which will need policies including personnel, planning, fundraising, conflict of interest (staff and Board of Directors), volunteers and resource allocation. Policies are the instrument through which the Board of Directors sets and maintains the direction of the Society and method by which the Society's mandate or purpose is realized. They set the framework by which the staff and volunteers manage the operation.

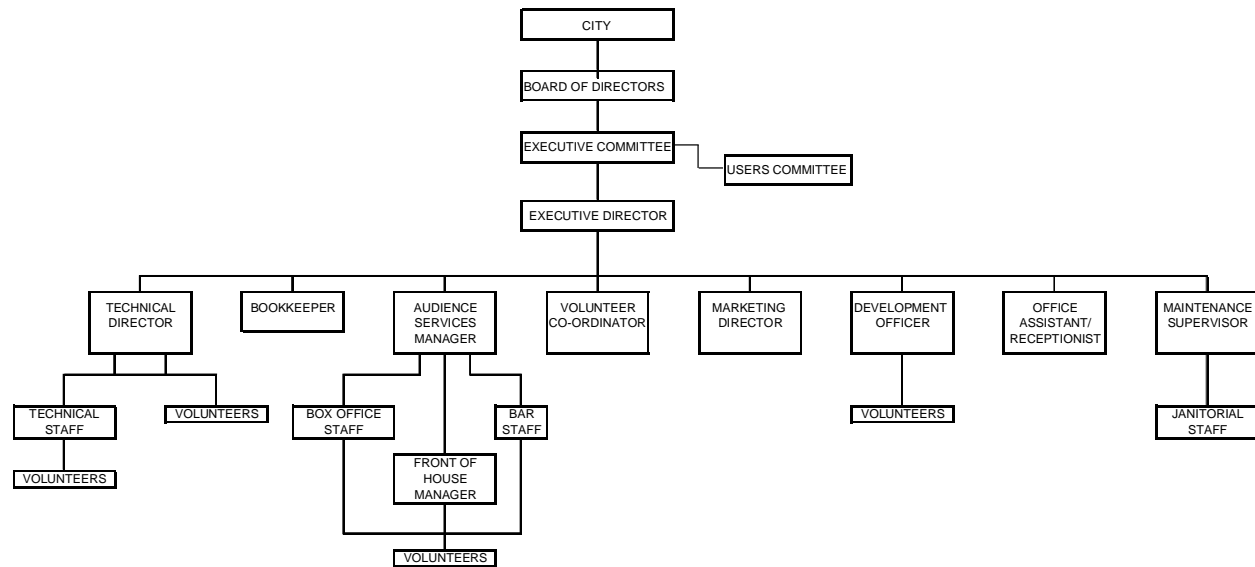
9.8 Staffing

The core staff would be assisted by a number of part time staff and volunteers, who would be engaged only when there are activities which require their services. In this operation as with other theatres a great deal of the day to day work is done by volunteers. These individuals should not be seen as a source of free labour but rather as committed, community spirited individuals who bring real skills and experience to the organization and who work tirelessly to make the operation a success. This is where the community has true and meaningful involvement in their theatre. They are the best sales people and advocacy group the operation can have.

When selecting staff, particularly the Executive Director, the society should put significant emphasis on individuals who embrace and have experience with entrepreneurial theatre operations. The

vision of the society would be to operate the facilities with a lean dynamic paid staff supported by a network of volunteers.

Organizational Chart



9.9 Programme of Events

It is envisioned that the programming of the theatre will be made up by the society's presentations and the programmes of the individual user groups. This of course will require co-ordination and co-operation of the groups using the theatre but should result in a full and varied mix of events. The Society will itself present a number of events in a season. It is envisioned that these events:

- would not compete with the other groups using the theatre;
- would be more expensive and riskier events than the users groups would take on;
- would be events and activities related to the training and development of the artists and volunteers using the theatre; and
- would be events which challenge the audience and push on the artistic envelope and therefore involve more financial risk.

It should not be expected that this programming would contribute to the income of the society, at least in the formative years. A financial breakeven should be all that is expected until the society has developed an audience. This could take longer than five years.

It is envisioned that other components of the theatre programme would be presented in partnership agreements between the Society and some of the performing arts and community groups. These groups would in turn have their own Board of Directors and could be represented on the Users Committee. This would be a truly co-operative venture and the relationship of the parties would be

governed through partnership agreements which would be negotiated by the Society with each of the groups. The partnership agreements should address the following issues:

- the number of days each of the groups could use the theatre, the terms of the rental, cost, scheduling and priority of use;
- policies relating to the maintenance of technical equipment for the theatre;
- policies relating to the use of common areas in the facility;
- representation on the Board of the Society and the responsibilities associated with that representation;
- hours of operation and sale of theatre tickets;
- programming guidelines (if required or desirable);
- guidelines for co-ventures and co-operative programming; and
- mechanism for dispute resolution.

9.10 Rental Rates

The setting of the rental rates for a new theatre is a very sensitive issue especially if the local groups are accustomed to paying less for the rental of an existing theatre. This is the case in Lethbridge. It is safe to say that any increase in rental rates in the new space will be off set by an increase in the quality of the facility and the services provided. The new theatre and its profile will help to increase ticket sales for events. In addition because the theatre is new and well equipped it will be more efficient to use and the operators of the facility will be in a position to help market the events in the theatres under an overall marketing plan for all events. All of this should make each booking more profitable for the users. However this may be a hard sell as the groups will look immediately to their bottom line. Therefore it may be necessary for there to be a transition period where the rental rates are held at the status quo for one or two years while the groups adjust to the new environment.

To help set the rental rates for the new theatre, rates in other comparable theatres will need to be examined. Comparing rental rates is in fact more difficult than it would seem at first. Each theatre has a different seating capacity and includes different things in the base rental fee.

The attached table has been developed to compare similar venues in cities similar in size to Lethbridge:

City	Theatre	Seating Capacity	Rental Base Rate Non-Profit	% of Gross Sales	Cost/Seat
Kelowna	Community Theatre	860	910	10%	1.06
Kamloops	Sagebrush Theatre	706	775	10%	1.10
Prince Rupert	Lester Centre	682	750	15%	1.10
Nanaimo	Port Theatre	804	900	8%	1.12
Victoria	McPherson Playhouse	772	900	10%	1.16
Vernon	V&D Arts Centre	750	875	10%	1.17
Thunder Bay	Community Auditorium	1497	1800	10%	1.20
Victoria	Royal Theatre	1416	1880	10%	1.33
Surrey	Bell Centre	1052	1500	none	1.43
Ottawa	Centrepont Theatre	954	1500	none	1.57
North Vancouver	Centennial Theatre	705	1322	none	1.88

Note that because each theatre operation has different criteria and rates for each category it is difficult to compare them in table form. Therefore only the base rate for local non-profit users is considered in this report. See Appendix #9 for source material for this table including rental rate sheets for the various theatres which has a detailed breakdown of the rates for different categories for each theatre.

The table above shows the theatre, seating capacity and the base rental rate (or % of gross). Theatres usually charge a fixed rate against a percentage of the gross box office (which ever is greater) and this will benefit the groups with low ticket prices which are usually locally based community groups. In addition this model for rental rates ensures that if the events succeed all parties will benefit. The last column in the gives the comparison of the cost/seat. It can be seen that the higher rates (cost/seat) do not have a rate that uses a % of the gross ticket revenue.

Rental Rates

For the purposes for setting a pro forma operating budget the following rates were developed to generate a realistic budget:

- Main Theatre:
 - Resident Companies: \$1,200 per event day and \$1,000 for setup
 - Non-profit companies: \$1,400 per event day against 10% of the gross box office whichever is greater and \$1,100 for setup
 - Commercial Groups: \$1,800 per event day against 15% of the gross box office which ever is greater and \$1,500 for setup
 - Civic Events: as the city is expected to fund part of the operation it is taken that the rent for a reasonable number of events per year would be considered paid by the grant. Only out of pocket expenses would be charged. The exact number of days allowed would be set on an annual basis and thereafter the non-profit rate would apply.
 - University of Lethbridge, School Districts: the same as non-profit companies
- Small Theatre
 - Resident Companies: \$400 per event day and \$200 for setup
 - Non-profit companies: \$500 per event day and \$250 for setup
 - Commercial Groups: \$750 per event day against 15% of the gross box office which ever is greater and \$400 for setup
 - Civic Events: as the city is expected to fund part of the operation it is taken that the rent for a reasonable number of events per year would be considered paid by the grant. Only

out of pocket expenses would be charged. The exact number of days allowed would be set on an annual basis and thereafter the non-profit rate would apply.

- University of Lethbridge, School Districts: the same as non-profit companies

Rental Categories Defined

- **Resident Company:** a lessee who has a special relationship with the Society and would book many dates through the year. They would get first choice of the dates and would get preferred rates. Local groups that fit into this category could be the Lethbridge Symphony Orchestra. Other groups may be included depending on the policies developed by the Society's Board of Directors.
- **Non-profit Companies:** These are non-profit societies registered with the City of Lethbridge or which meet the policies developed by the Society's Board of Directors.
- **Commercial Groups:** These are groups that take the profits of events for the owners of the company.

The rental rates can be simplified because rent is charged as a fixed rate against a percentage of the gross box office (whichever is greater) and this will benefit these groups with low ticket prices which are usually locally based community groups. In addition this model for rental rates ensures that if an event succeeds all parties will benefit including the theatre.

9.11 Rental Policies

Rental Rates:

- Rates are based on a flat fee against a percentage of gross box office revenue whichever is greater
- Flat fee for non-ticketed events and spaces (such as the lobby) which do not have a performance
- Reduced rate for setup days
- The theatre management has the authority to negotiate special rates as required

Included in the rental fee:

- FOH manager
- box office staff
- bar and concession
- one theatre technical for 8 hours (cost charged back after 8 hours)
- all theatre equipment that is normally in the venue
- inclusion in the general marketing and "what's on" list for the facility
- custodial (for normal working hours)

Not included in the rental fee:

- extra theatre technical staff (it usually takes three techs to run a performance)
- piano tuning
- some consumables (e.g. fog juice, colour)
- equipment and goods rented or purchased on behalf of the renter (prior approval required)
- SOCAN fees

Ticketing And Box Office

- Tickets sold through the box office computer network and on line:
 - selling fee of 3% of the gross box office sales
 - credit card fee of 2.5% of actual credit card sales
 - capital improvement fee of \$2.00 ticket – paid by the ticket purchaser
- Tickets sold by the renter
 - ticket printing fee \$100
 - hard copy tickets sold by the box office - \$2.00/ticket

Tentative Booking Procedures

- Tentative bookings will be held without a deposit until another request for the same space is received.
- At the time of the 2nd request the 1st tentative booking will be notified and given 72 hours (three business days) to confirm or cancel the booking.
- Confirmation will require a signed contract and a 25% non-refundable deposit of the space rental only.
- When a “second hold” obtains a space under this procedure, they will be required to sign the contract agreement and pay the 25% non-refundable deposit.
- Payment of the 25% non-refundable deposit shall be received within 72 hours (three business days) of agreeing to pay the deposit.
- All bookings will be based on appropriate Space Allocation Policies.

Payment

- Payment is accepted by cash, debit card, cheque made payable to the Society, Visa and MasterCard.
- The Society reserves the right to limit the amount payable on credit cards
- If the licensee neglects to sign the contract agreement or pay the full facility rental, the licensee may be denied access to the facility.
- Interest on outstanding invoices will be charged at 1.5% net thirty days, compounded monthly. (18% per annum)

Liability Insurance

- All user groups of City facilities are required to hold liability insurance of \$3,000,000.00

with the City of Lethbridge and the Society as an additional named insured on the policy. Private meetings and functions will not be required to provide insurance. It is possible that the Society could make arrangements for this insurance with a local insurance broker which the renter could contact directly.

Annual Special Events

- Includes all special events that are re-occurring on an annual or bi-annual basis and that require a tentative hold of their consistent annual calendar dates into the future. In order to become an annual special event, customers must request in writing that their event be classified as an “Annual Special Event” and pay the deposits as required. Annual dates will be held for up to five years in advance at any given time. Cancelled dates will be subject to a non-refundable deposit if cancelled within 11 months. Two consecutive cancellations will result in a loss of annual user status.

9.12 Operating Budgets

The LPAC Study presented a very complex and confusing pro forma budget which is difficult to understand even for theatre professionals. One of the reasons for this is that everything in the operation appears in one budget including rentals, rental ticket sales, the facilities presented events, facility administration and maintenance. It is difficult to determine which portions of the budget pose a significant risk to the operation and therefore the entire budget is taken as a risky venture. This is not necessarily true. To remedy this the total operating budget of the Society is presented in three individual budgets:

- **The Administration Budget** is essentially the fixed aspect of the operation covering basic overheads, key personnel, costs associated with operating the physical plant, etc. This could be considered a “doors open” budget.
- **The Programme Budget** contains the revenue and expenses associated with the mounting and support of events scheduled in the theatre by the Society. These include special events, classes, concerts and shows. It is this budget which is hardest to control and it will be the place where deficits and surpluses are possible. Although it is the risk area of the operation, it is where the real work of the theatre will take place. The Society will be responsible for this budget including the surpluses and the deficits. Short-falls in revenue or overages in expenses in the programming will be made up with earned income and fundraising. As the programming of the Society has not been determined, a pro forma budget for an adult series and a family series has been included in Appendix #11.

Under the recommended operating model the overall philosophy is that the Society has a mandate to develop a programme that optimally uses the theatre and develops the audience. The theatre is expected to breakeven on its Programme Budget, but not on its entire operation without an operating subsidy from the City, a burden often implicitly imposed on cultural organizations as an operating principle. Therefore, as part of a City service the Society is given the resources, in the form of a grant, to perform its assigned mandate and achieve complete cost recovery. The Society does have a significant role for maintaining fiscal responsibility, as discussed previously, as any cost overruns are its

responsibility.

It should be noted that the programme budget is open ended in that the Society could keep adding programming until it exhausts its resources or it feels that it has taken on too much risk.

- **The Building Maintenance Budget** contains the cost of maintaining the building which would be shared. The Society will assume the cost of the operational maintenance including custodial activities, garbage/recycling disposal and the utilities as estimated in the attached budget. The City will control and assume the cost for the physical plant, services contracts (elevators, heating plant and chillers etc) and maintaining the “fabric of the building” ensuring that the community capital investment is protected. It is also expected that the City would undertake the outside maintenance (landscaping, snow removable. etc.) as it does for the other civic facilities.

Category	Start up Budget	Budget Year 1	Budget Year 3	Budget Year 5
REVENUE				
Theatre Rental Revenue (net)	0	204,000	244,800	293,000
Studio Rental Revenue (net)	0	58,000	69,600	83,500
Lobby Rental (net)	0	18,000	21,600	25,900
Concession Bar (net)	0	25,000	30,000	36,000
Ticket Selling Revenue (net)	0	42,000	50,400	60,400
Facility Fee	0	134,000	160,800	192,900
Sponsorship	0	20,000	22,000	24,200
Foundations and Grants	0	0	0	0
General Fundraising (net)	0	40,000	50,000	62,500
Allocation from Endowment	0	40,000	40,000	40,000
Allocation from Programming	0	0	5,000	10,000
Other Misc. Revenue	0	10,000	10,000	12,000
TOTAL	0	591,000	704,200	840,400
ADMINISTRATION EXPENSES				
Staff (including benefits)				
General Manager	75,000	90,000	95,400	100,000
Admin. Assistant	0	45,000	47,700	50,500
Accountant (PT)	5,000	35,000	37,100	39,000
Marketing Manager	20,000	45,000	47,700	50,500
Development Manager	45,000	45,000	47,700	50,500
Audience Services Manager	0	40,000	42,400	45,000
Technical Director	20,000	50,000	53,000	56,000
Maint. Manager	0	40,000	42,400	45,000
Volunteer Coordinator (PT)	10,000	35,000	37,100	40,000
Benefits (22%)	38,500	93,500	99,000	105,000
PT Technical Staff	0	30,000	35,000	40,000
PT Box Office Staff	0	35,000	40,000	45,000
PT FOH Staff	0	35,000	40,000	45,000
Professional Fees and Memberships	0	3,000	3,500	4,000
Delivery/Postage	500	3,000	3,500	4,000
Office Supplies	4,000	15,000	18,000	21,000
IT and Web Management	15,000	30,000	34,000	38,000
Bank Charges	500	4,000	5,000	6,000
Technical Supplies	0	25,000	30,000	35,000
Telephone (Local and Long Distance)	1,000	5,000	6,000	7,000
Travel and Professional Development	0	7,500	8,500	9,000
FOH Supplies	0	10,000	10,000	12,000
Volunteer Expense	1,500	8,000	10,800	11,000
General Marketing and Newsletter	8,000	45,000	47,300	50,000
Minor Capital Purchase	0	10,000	12,000	20,000
SUBTOTAL	244,000	784,000	853,100	928,500
MAINTENANCE EXPENSES				
Janitorial	0	60,000	69,000	79,200
Janitorial Supplies	0	18,000	12,700	14,500
Garbage and Recycle	0	12,000	16,200	20,200
Heat, Light and Water (assume green building)	0	300,000	330,000	363,000
Service Contracts	0	50,000	55,000	60,500
Building Maintenance and Repairs	0	50,000	55,000	60,500
Insurance	0	12,000	13,200	14,000
SUBTOTAL	0	502,000	551,100	611,900
TOTAL EXPENSES	244,000	1,286,000	1,404,200	1,540,400
PROFIT (LOSS)	-244,000	-695,000	-700,000	-700,000
CITY TAX BASED SUPPORT	244,000	695,000	700,000	700,000
PROFIT (LOSS)	0	0	0	0

Notes: Administration/Maintenance Budget

Revenue

Theatre Rental Revenue Net: Revenue from the rental of the theatre as per the breakdown of rental days, group categories and rental rates below:

Category	Type of Rental	Days	Rate	% of Gross	Total Gross	Total Gross Less 25% exp
Groups not now in existence	Performance day	20	1,400		28,000	21,000
	Set Up	12	1,100		13,200	9,900
Non profit	Performance day	79	1,400		110,600	82,950
	Perform % gross				0	0
	Set Up	86	1,100		94,600	70,950
Commercial	Perform % gross	5	1,800		9,000	6,750
	Set Up	5	1,500		7,500	5,625
Corporate/Private Groups	Performance day	8	1,200		9,600	7,200
	Set Up	0	800		0	0
Total		215			272,500	204,375

Total Gross Less 25% - these are expenses incurred by the operation for the rental of the theatre and would include backstage staff and FOH staff that are supplied as part of the rental contract. These expenses will also include technical supplies such as paint, fabric, colour for the stage lights and miscellaneous hardware specifically related to the rental and charged back to the renter.

The budget is based on the project use in the 1st year of operation. Growth of 20% for the 3rd year and 20% for the 5th year are then calculated to give estimates for these years.

Studio Rental Revenue Net: Revenue from the rental of the studio as per the breakdown of rental days, group categories and rental rates below:

Category	Type of Rental	Days	Rate	% of Gross	Total Gross	Total Gross Less 25% exp
Groups not now in existence	Performance day	30	500		15,000	11,250
	Set Up	12	250		3,000	2,250
Non profit	Performance day	76	500		38,000	28,500
	Perform % gross				0	0
	Set Up	60	250		15,000	11,250
Commercial	Perform % gross	6	750		4,500	3,375
	Set Up	0	400		0	0
Corporate/Private Groups	Performance day	6	500		3,000	2,250
	Set Up	0	250		0	0
Total		190			78,500	58,875

Total Gross Less 25% - these are expenses incurred by the operation for the rental of the theatre and would include backstage staff and FOH staff that are supplied as part of the rental contract. These expenses will also include technical supplies such as paint, fabric, colour for the stage lights and miscellaneous hardware specifically related to the rental and charged back to the renter.

The budget is based on the project use in the 1st year of operation. Growth of 20% for the 3rd year and 20% for the 5th year are then calculated to give estimates for these years.

Lobby Rental Revenue Net: Revenue from the rental of the lobby as per the breakdown of rental days, group categories and rental rates below:

Category	Type of Rental	Days	Rate	% of Gross	Total Gross	Total Gross Less 25% exp
All Rentals	Event	35	700		24,500	18,375

Total Gross Less 25% - these are expenses incurred by the operation for the rental of the theatre and would include backstage staff and FOH staff that are supplied as part of the rental contract. These expenses will also include technical supplies such as paint, fabric, colour for the stage lights and miscellaneous hardware specifically related to the rental and charged back to the renter.

The budget is based on the project use in the 1st year of operation. Growth of 20% for the 3rd year and 20% for the 5th year are then calculated to give estimates for these years.

Bar/Concessions Revenue Net: This is the revenue minus expenses for the operation of the concession and bar in the lobbies during performances. This revenue is purposely conservative as it cannot use the standard estimates used in the catering business. Bear in mind that the bar/concession is only open one half hour before a performance and 20 minutes at intermission which will limit the maximum sales. Revenue could be increased through pre and post show activities; for example pre-concert talks.

Ticket Selling Revenue: This is the revenue generated by fees paid by renters for box office services. Box office fees are typically 4 to 6% of the gross ticket sales sold by the box office. For community groups that sell tickets themselves the box office would charge a small printing fee to provide these tickets to the groups. Expenses related to the revenue would include staff, ticket stock, credit card commissions and other such expenses.

Space	Type of Rental	Events	Seat Cap	Ave Sell 50%	Price	Fee 2.5%
Total Sales theatre	Performance	112	950	53,200	25	33,250
Total Sales Studio	Performance	118	240	14,160	18	8,850
Total						42,100

Facility Fee: This is revenue collected by the box office on the sale for every ticket sold by them. This amount is paid by the ticket purchaser and is typically two dollars per ticket.

Space	Rental	Tx Sales	Fee	Total
Facility fee theatre	Performance	53,200	2	106,400
Facility fee studio	Performance	14,160	2	28,320
Total				134,720

Sponsorship: Corporate sponsorships of events and other annual “naming” opportunities which are not production related

Grants and Foundations: Revenue generated by money received from the foundations and grant giving bodies. It is expected there would not be a lot of opportunity to obtain such funds by the operation so this estimate is conservative

General Fundraising: This is the net revenue from fundraising activities such as gala events, auctions, membership campaigns and general donations

Allocation from Endowment: It is assumed that part of the capital campaign for the facilities will be an endowment which will be invested and the interest used to offset expenses. Revenues would

fluctuate depending on the economic climate and the investment opportunities of the day but it is likely that the \$40,000 budgeted would require an endowment of \$2 million

Allocation from Programming: This is revenue which will flow from any professional series presented by the society. It is likely in the early years these activities would be on a breakeven basis. However once the activities were established a small amount of revenue would flow to the operation. The activities could include a classical music series, jazz music series, comedy series and children's Saturday morning series.

Other Miscellaneous Income: This would be net revenue from the rental of the lobbies for receptions, meeting rooms and for the rental of theatre equipment to other the theatre operations in the City.

Administration Expenses

Staff expenses: these are salaries including benefits for the staff of the operation.

Professional Fees And Memberships: these would be expenses for memberships in such organisations as Canada Arts presenters Association (CAPACOA), Canadian Institute for Theatre Technology (CITT) and the Local Arts Council.

Delivery and Postage Expense: general expenses for courier service, mail, etc.

Office Supplies: paperclips photocopy paper, and all the supplies it takes to run office.

IT and Web Management: the cost of setting up and maintaining a website for the facility and the events which take place in the facility.

Bank Charges: Typical bank charges paid by any business.

Technical Supplies (Consumables): these are supplies used onstage for the general day-to-day running of the operation and would include such things as lamps for the stage lighting, colour for the stage lighting, paint, fabric, miscellaneous tools, maintenance supplies, the theatre equipment, etc.

Telephone and Internet: this would be expenses related to long distance and other telephone functions as well as Internet access by the staff.

Travel and Professional Development: Expenses related to the management staff attending industry events such as the Theatre Alberta's annual showcase. It would cover the cost of courses and training to upgrade staff skills.

FOH Supplies: these are supplies related to the operation of the front of house functions. This would cover such things as first aid kits, usher supplies, signage, etc.

Volunteer Expense: Expenses here relate to volunteer appreciation evening and other costs of maintaining an involved volunteer network.

General Marketing and Newsletter: these expenses relate to the generation of a general marketing campaign for the events taking place in the facilities as well as the marketing of the facilities to potential clients.

Minor capital purchase: this covers the purchase of small capital items which are required as the need arises.

Janitorial Expense: this is the staff expense for cleaning the performance venues.

Utilities and O&M Expenses: these are expenses related to the heat light and water and the operation and maintenance of the facility itself. This budget would be controlled by the appropriate City Department.

City Tax Based Support: This allocation of funds from the City to cover the short fall between earned income and expenses. Note that the allocation from the City remains constant over the five years of growth. It is anticipated that as the operation grows it will cover the increased expenses with increased earned income and will be less reliant on the support from the City. In this way the City administration can have confidence that the support is not “open ended”.

Community Development

This study and plan is based on achievable targets which can be realized only through hard work, organization, good planning and sustained development for theatre activities. Community development will become a critical factor in the second and third years of operation when the uniqueness of the new theatre wears off and the community shifts its focus to other new projects. A sustained audience development programme will keep the theatre and its activities in the fore-front of public attention.

Community development and public acceptance of the theatre and its programme can be greatly affected by the size, form and general ambience of the public spaces. All these factors contribute to the quality of the experience of the participants. The product the theatre is offering to the community is the experience of attending and/or the celebration of the event. This experience is made up of many factors, the most important of which is the performance or exhibit, but also 'in play' are the lobbies, bar service, cleanliness, design of the theatre, ambience and size of the audience attending the event in comparison to the seating capacity.

The Board and the staff/volunteers of the theatre cannot simply sit back, as the building alone will not sustain the required community development. This will be achieved through a sustained, linked programme of marketing campaigns, newsletters, advocacy, fundraising and memberships. This type of strategic plan and implementation combined with the right theatre will result in a dynamic, vibrant operation which will provide the community with a focus for their identity.

9.13 Risk

Risk is a function of the type and scope of the theatre programming model (see Section 9.3).

The model with the least amount of risk is the renter model. The theatre is only in use when there

is someone to rent it. The real risk in this model is borne by the renter who is selling the tickets to cover the cost of the event including the rent of the venue. Of course if not enough tickets are sold the renter loses money. The theatre always will be paid because the rent and the “hard costs” to service the rental are taken from the box office receipts and the net is turned over to the renter.

The model with the most amount of risk is the producer model. Here the ticket revenue and other income has to cover the cost of producing the event or production. The risk in this model can be “open ended”.

Between these two models is the renter/presenter model. Here the organization does not have to bear the cost of the producing the work. The only costs to be covered would be the artist fees, the cost of marketing and the hard costs of presenting the event. If the venue is itself the presenter then there is no rental cost. In this model the amount of risk is determined by the number of events presented and the “artistic” content. Simply the greater the number of events and the more “avant-garde” these are the greater the risk. This is where it is important to engage the right Executive Director who will have both the artistic and business sensibilities to make considered decisions. Then it will be up to the Board of Directors and the Executive Director to determine how much risk the organization is prepared to undertake.

10.0 Site Assessment and Commentary

A minimum building footprint was developed based on the building programme provided in Section 7 and detailed in Appendix 5. This minimum footprint was developed by determining which spaces need to be on the same level and which spaces could be on the basement or second floor levels. For example; the stage, loading dock, main floor seating and lobby have to be on the same level but the dressing rooms and other back of house spaces could be placed on other floors. The minimum footprint provided in Appendix #6 was determined using this method.

A note of caution: the minimum footprint was developed using the building programme and the associated gross up factors. In practice, during design development, the minimum footprint could be reduced or it could expanded depending on the design solution employed or the amount of land available. It is definitely advantageous for the efficient operation of the facility to have as many spaces as possible on the same level. The minimum footprint exercise is a way of determining if the a building will fit on the site chosen.

The minimum footprint developed in Appendix #6 was applied to the site on the corner of 3rd Avenue South and 7th Street South. This is the same site that was used in the original study. It is located between the Southern Alberta Art Gallery and the new Community Arts Centre currently under construction. A graphic representation of the how the theatre would fit on this site is provided in Appendix #12.

It can be seen that the facility representing the revised building programme differs from the design development given in the original study in the follow ways:

- the community arts centre is taking up more space on the site. This is due in part to the addition of the music conservatory which was not in the original development;

- the footprint is smaller (as the building programme has been reduced) but the building still spans 7th Street South and encroaches on the Galt Gardens Park.

It is evident that 7th Street South would still need to be closed off and the theatre facility would still push out into the park but these factors would be mitigated by the creation of a “mini-art precinct” combining the art gallery, theatre and new community arts centre along 3rd Avenue South. This will have a positive influence on the centre of Lethbridge by putting large numbers of people in the core of the city in the hours opposite to retail and business activity. Restaurants and other business will benefit from this development. Urban planning studies and other development studies undertaken in the future will have to take this into account. For example 521 parking spaces would be required for sold out houses in each of the theatres (2.3 patrons/car) in addition to the parking required by the community arts centre and businesses in the area.

11.0 Identification of Funding Sources

Unfortunately the current economic conditions in Canada and the rest of the world, particularly the United States, do not look good for arts funding. This combined with the lack of interest and the lack of understanding of the importance of the arts by the federal and provincial governments will make arts funding difficult for the foreseeable future. This will be true for both operational and capital funding.

Therefore arts funding, along with many other programmes, will be “downloaded” to municipal governments. This of course applies to the performing arts theatre project and therefore most of the funding will have to come from the City, businesses and the community at large.

The following are the identified funding sources:

Foundations:

There are no foundations in Canada whose stated mandate is to fund arts facilities at this time. In any case if the city was able to “massage” an application to one of the foundations it would only be for a few thousand dollars.

Federal Government:

- The **Cultural Spaces Fund** has \$15m to allocate for all capital arts projects, of all of Canada, for the next 5 years and the programme puts its emphasis on renovations and updating existing facilities.
- The **Building Canada – Communities Component** programme where funds were available for cultural facilities is no longer accepting applications.
- If the Government initiates a new infrastructure or stimulus programme there may be opportunities for funding but it is not known at this time if federal government will

move in this direction.

Provincial Government:

- The only provincial programme available is the MSI fund (Municipal Sustainability Initiative – Capital Funding). The City already receives funding through this programme and could make funds available for the theatre project.

General Fundraising:

- **Naming Opportunities:** there are a number of areas where funds could be raised in exchange for naming rights. These could include the facility as a whole, the theatres, lobbies, special rooms, dressing rooms, meeting rooms and others.
- **Seat Sponsorship:** The public would be invited to donate funds and be acknowledged by plaques on the seat arms and a lobby display.
- **Events, memberships, business sponsorships and general donations:** these activities do not generate significant funds but they show a level of public support which is critical for “levering” other funds.
- **“In Kind” donations:** these are donations of goods and services which are needed by the project but are donated by the companies and individuals.

Municipal Funding

- This, of course, is where most of the funding for the projects will be raised. This can be:
 - a re-allocation of the existing MSI funding;
 - new MSI funding;
 - tax based funds;
 - short term loans; and
 - bonds/debentures and mortgages.

Summary: Using the sources identified above the following pro forma capital budget can be created:

Source	Amount	Notes
Foundations	10,000	
Federal Government	4,000,000	possible source but amount estimated
Provincial Government	2,000,000	possible source but amount estimated
Naming Opportunities	1,500,000	
Seat Sponsorships	500,000	
General Fundraising	2,000,000	Events, donations memberships
"In Kind" Donations	0	No estimate
Municipal	32,000,000	New MSI funds, relocation of existing MSI funds, debentures/bonds, short term loans
Total	42,010,000	

Funds from provincial and federal sources have been estimated conservatively although there are no specific programmes. But if there is “political will” generated by local MP’s and MLA’s funds will become available. This has been the case in other projects. However these funds usually are not committed until these bodies see the project underway. Intense lobbying is required both by the City to the MP’s and MLA’s and by these individuals to their colleagues.

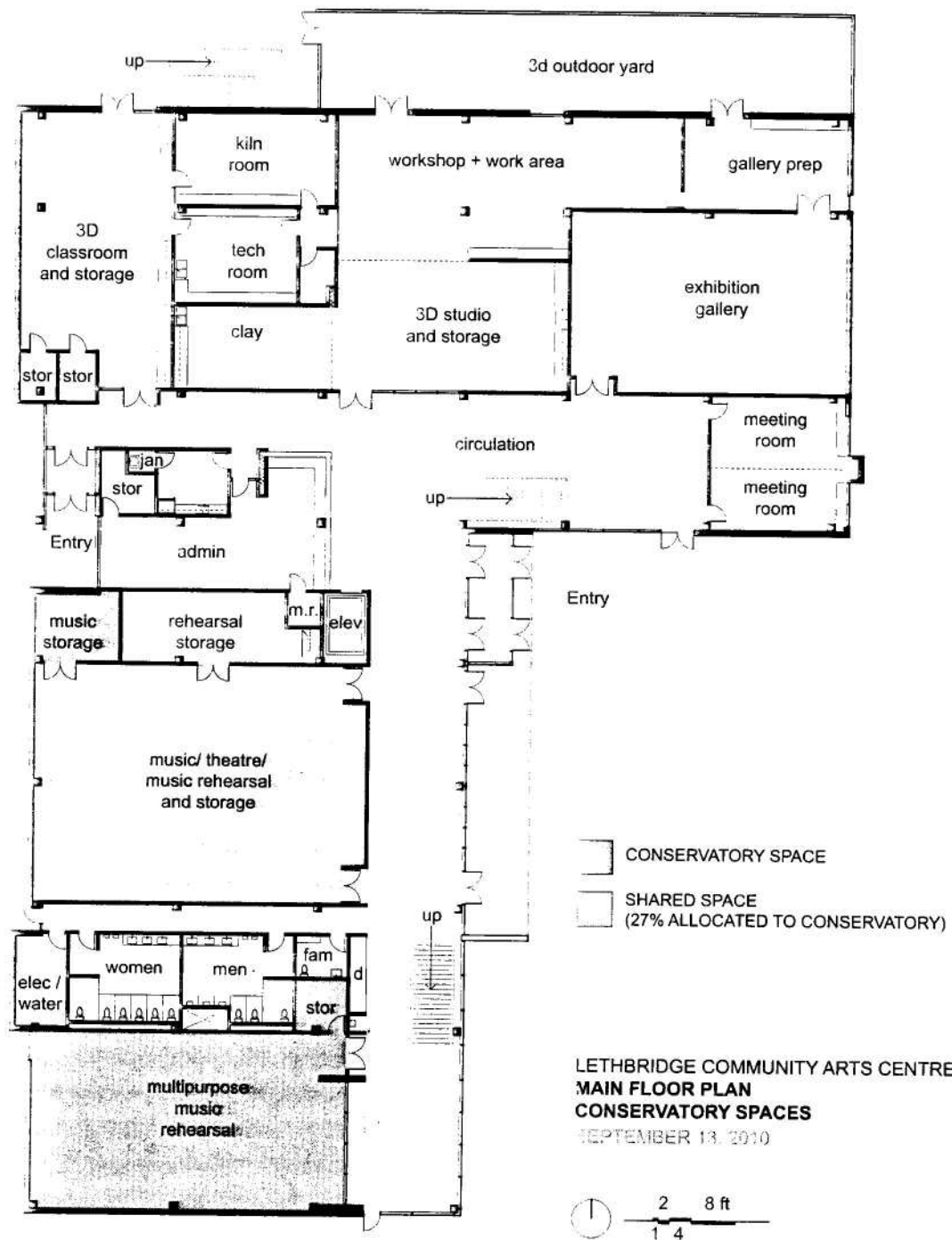
APPENDIX #1

COMMUNITY ARTS CENTRE

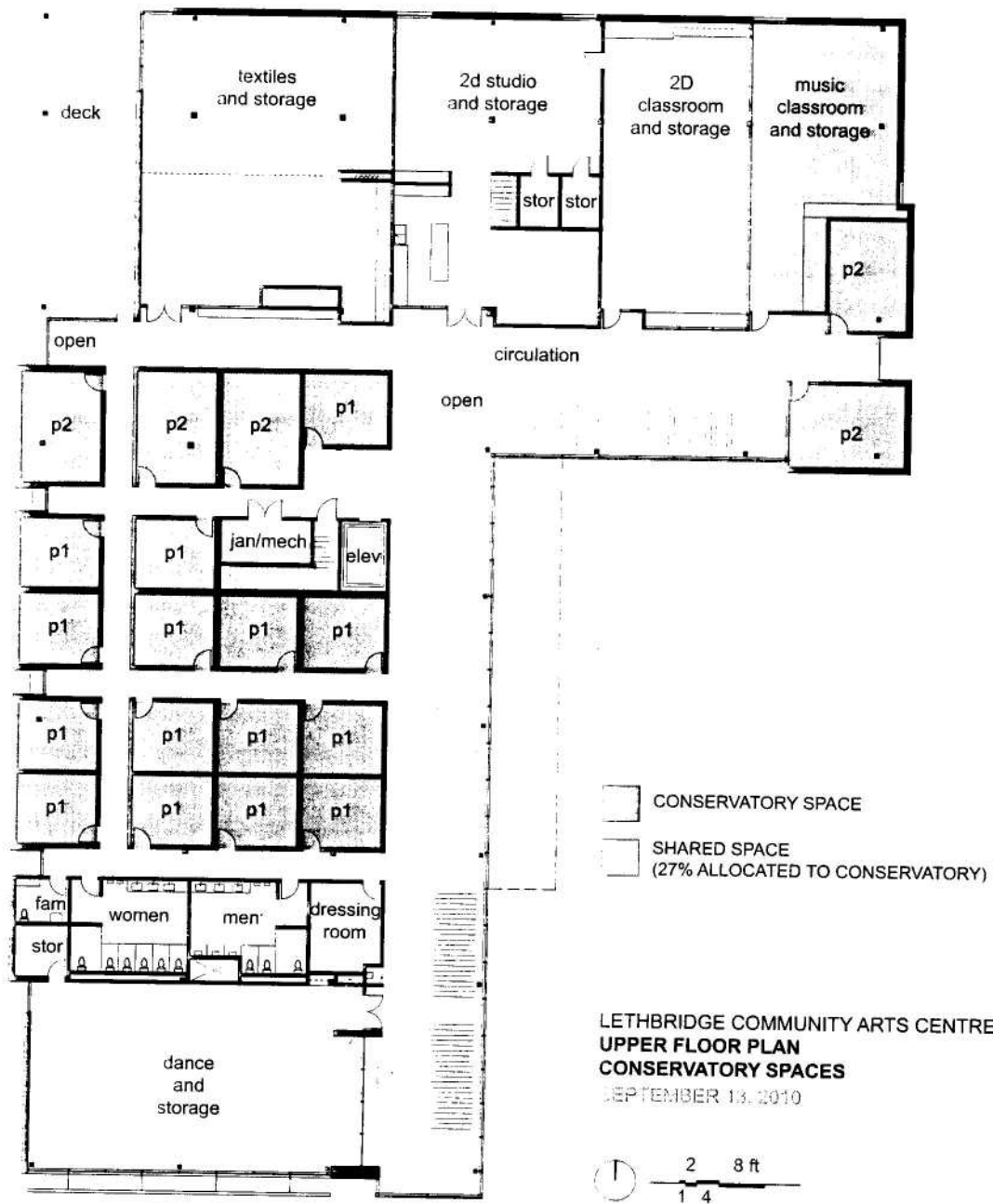
FLOOR PLANS

AND

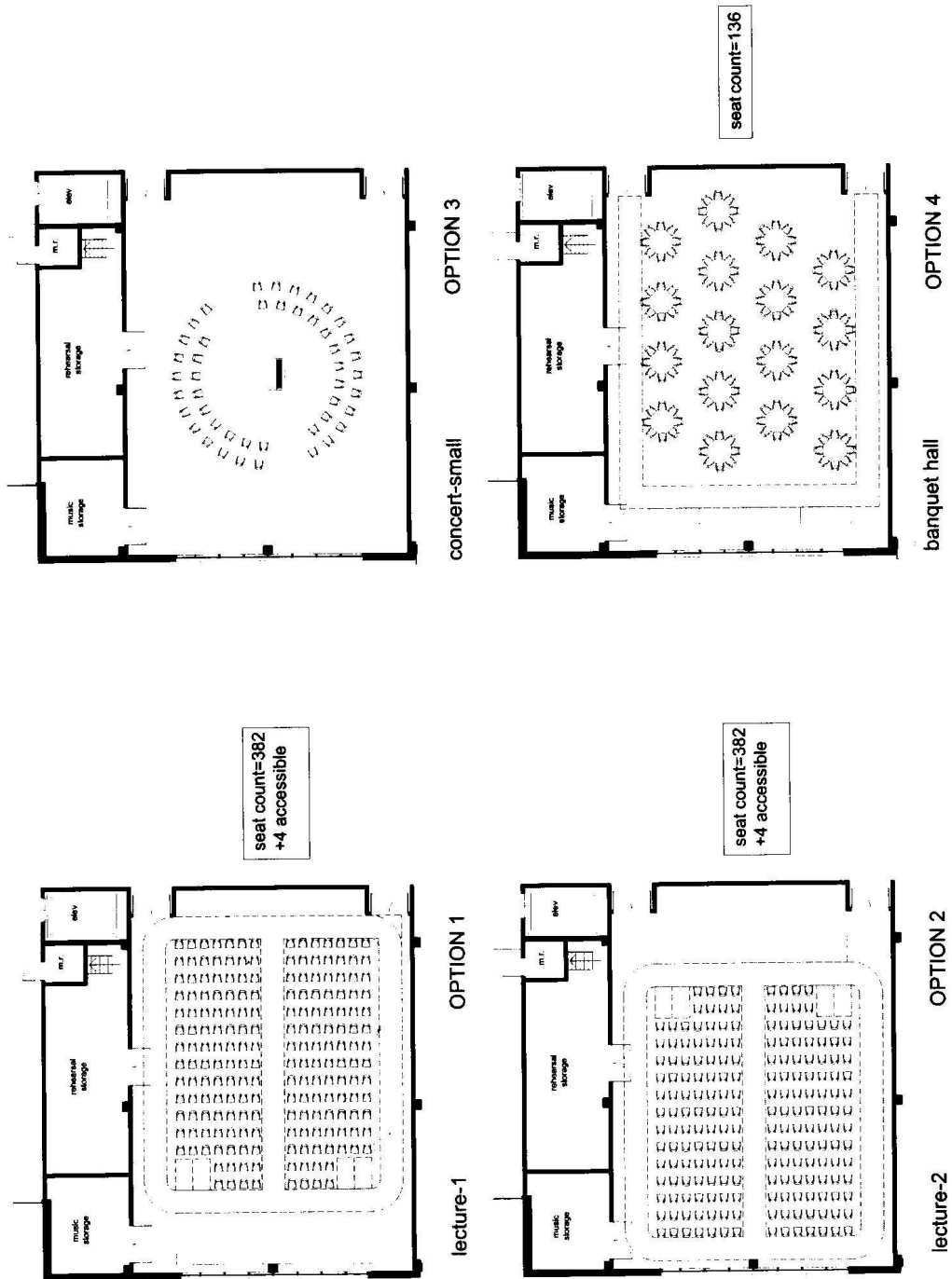
REHEARSAL/PERFORMANCE SEATING PLANS

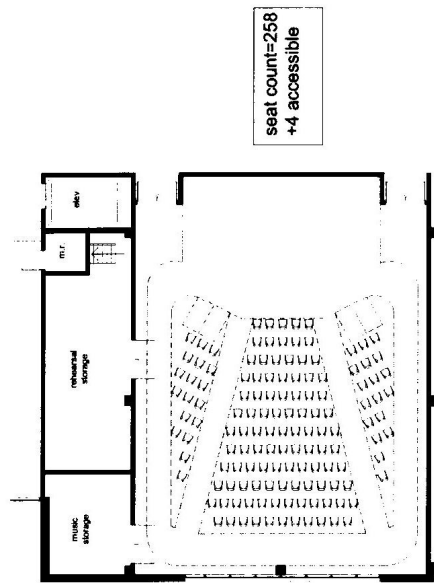


PNCA | FERRARI WESTWOOD BABITS
pendergast nyhoff **ARCHITECTS**



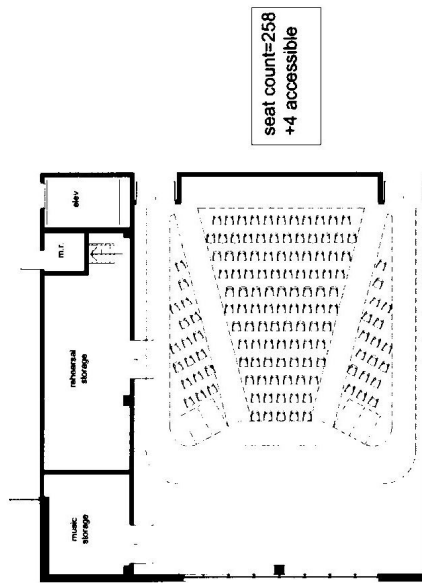
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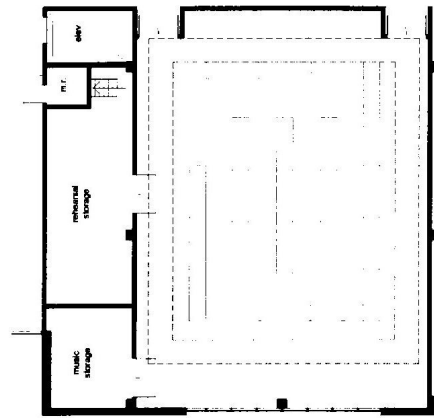
theatre/concert-1

OPTION 5



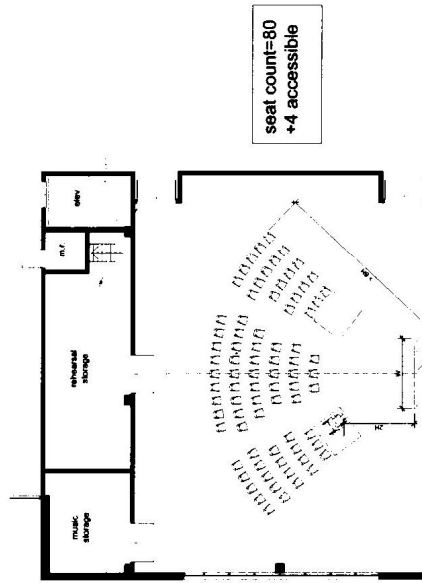
theatre/concert-2

OPTION 6



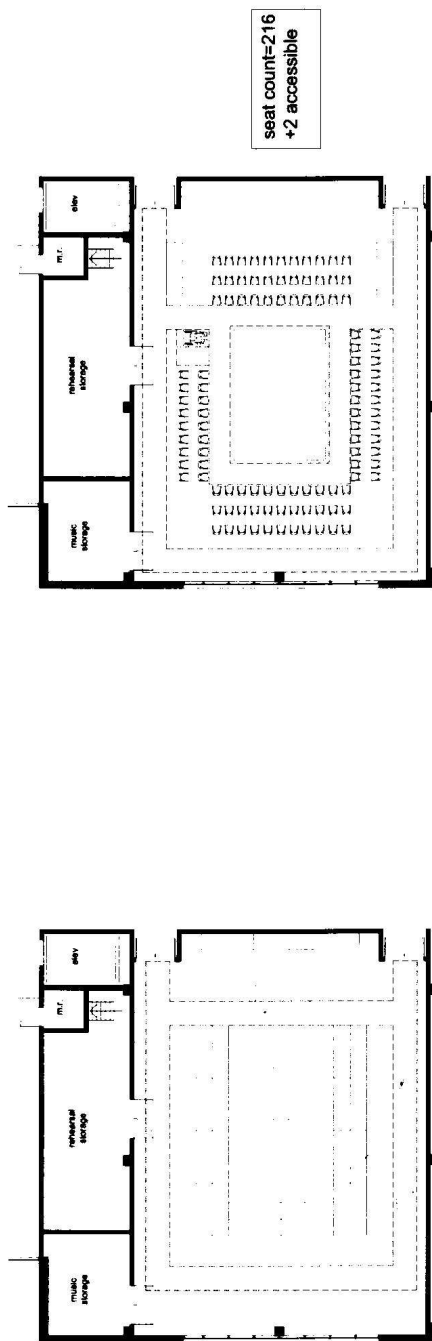
art sale

OPTION 7

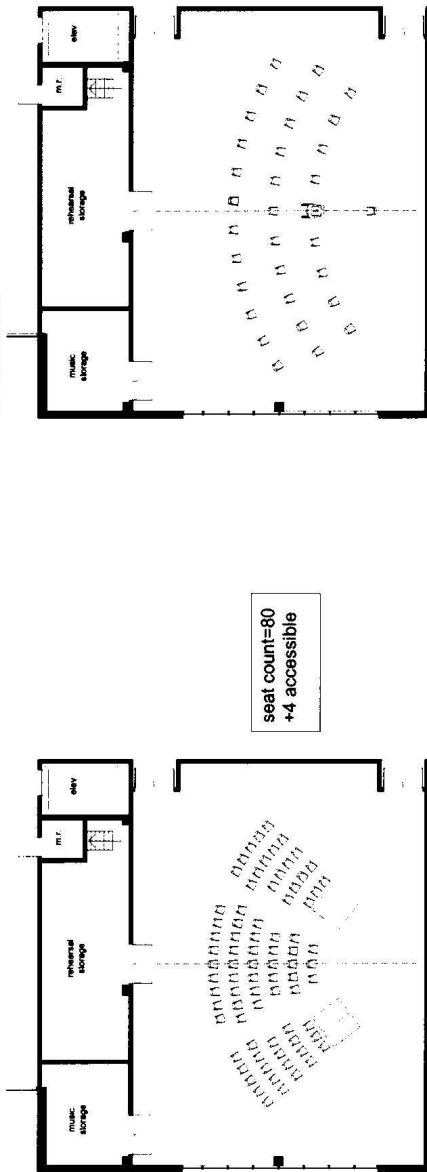


movie

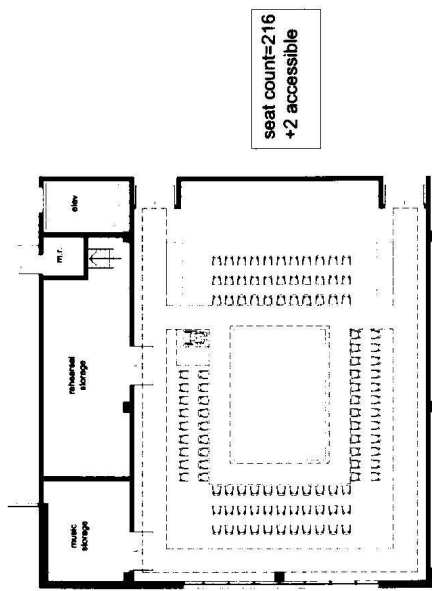
OPTION 8



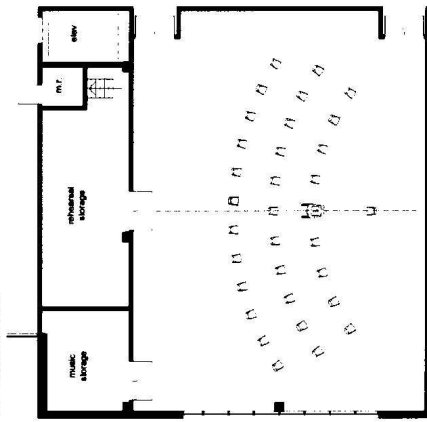
OPTION 9
workshop



OPTION 10
lecture-3



OPTION 11
performance-option
for bleachers



OPTION 12
rehearsal

APPENDIX #2

FACILITY THEATRE EQUIPMENT BUDGET

Facility Theatre Equipment Budget

Theatre

Item	Cost *	Revised
Equipment		
Rigging	935,500	700,000
Fire curtain	175,000	90,000
Stage Draperies	69,425	70,000
Dance Floor	14,850	10,000
Theatre Dimming	1,800,000	800,000
Theatre Lighting	1,700,000	in above
Sound, Comm Video	2,700,000	1,800,000
Total	7,394,775	3,470,000
Other		
Orchestra Shell (Towers and ceiling)	770,000	350,000
Orchestra Lift	240,000	240,000
Equalizer Lift	210,000	0
Theatre Seating Wagons	240,000	0
Fixed seating	612,500	550,000
Loose Seating	54,150	54,150
Tower Seating	12,600	0
Adjustable Acoustics	385,000	385,000
Total	2,524,250	1,579,150
Theatre Grand Total	9,919,025	5,049,150

Studio

Item	Cost *	Revised
Equipment		
Rigging	122,000	0
Stage Draperies	28,800	30,000
Theatre Dimming	in theatre budget	40,000
Theatre Lighting	in theatre budget	60,000
Sound, Comm Video	in theatre budget	240,000
Total	150,800	370,000
Other		
Seating Pit Platforms	90,000	0
Loose Seating	42,900	0
Telescopic Seating	170,000	125,000
Adjustable Acoustics	82,000	82,000
Total	384,900	207,000
Studio Grand Total	535,700	577,000

Grand Total theatre and studio	10,454,725	5,626,150
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* Source: TCCL Schematic Design Cost Plan

APPENDIX #3

BUILDING PROGRAMME ANALYSIS

Building Programme Analysis

Space/Area	LPAC Study Building Prog 1250/250 Seats NSF	Building Prog NSF 1250/250 Seats Reduced areas and cuts	Building Prog NSF 1250/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats	Building Prog NSF 1100/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats w/o Reh Rm	Building Prog NSF 950/250 Seats	Building Prog NSF 950/250 Seats w/Reh Rm Only	Building Prog NSF 950/250 Seats w/o Reh Rm
Public Areas (Common)	32,435	16,718	16,718	15,593	15,593	15,593	14,468	14,468	14,468
Audience Chamber and Stage (Theatre)	27,041	19,355	19,355	17,855	17,855	17,855	16,355	16,355	16,355
Stage Support (Theatre)	6,020	3,123	3,123	3,123	3,123	3,123	3,123	3,123	3,123
Performer Support (Theatre)	7,107	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650
Audience Chamber and Stage (Reh/Recital)	4,960	3,980	2,400	3,980	2,400	0	3,980	2,400	0
Stage Support (Reh/Recital)	550	320	320	320	320	0	320	320	0
Performer Support (Reh/Recital)	1,452	1,190	0	1,190	0	0	1,190	0	0
Offices (Common)	3,365	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980
Building Services (Common)	1,945	1,430	1,430	1,430	1,430	1,430	1,430	1,430	1,430
TOTAL NET SF	84,875	52,746	49,976	50,121	47,351	44,631	47,496	44,726	42,006
Gross Up (1.8)	67,900	34,285	32,484	32,579	30,778	29,010	30,872	29,072	27,304
TOTAL GROSS SF	152,775	87,031	82,460	82,700	78,129	73,641	78,368	73,798	69,310

Cost Estimate

Construction (\$385/sf)	50,836,000	33,506,897	31,747,254	31,839,365	30,079,723	28,351,843	30,171,834	28,412,192	26,684,312
General Requirements (16%)	8,167,000	5,361,103	5,079,561	5,094,298	4,812,756	4,536,295	4,827,493	4,545,951	4,269,490
Design and consultant fees (12%)	6,600,000	4,020,828	3,809,670	3,820,724	3,609,567	3,402,221	3,620,620	3,409,463	3,202,117
Theatre Equipment	in above	3,800,000	3,800,000	3,800,000	3,800,000	3,800,000	3,800,000	3,800,000	3,800,000
Total	65,603,000	46,688,828	44,436,485	44,554,388	42,302,045	40,090,359	42,419,948	40,167,605	37,955,919

Space/Area	LPAC Study Building Prog 1250/250 Seats NSF	Building Prog NSF 1250/250 Seats Reduced areas and cuts	Building Prog NSF 1250/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats	Building Prog NSF 1100/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats w/o Reh Rm	Building Prog NSF 950/250 Seats	Building Prog NSF 950/250 Seats w/Reh Rm Only	Building Prog NSF 950/250 Seats w/o Reh Rm
PUBLIC AREAS (Common)									
Entrance Vestibules	2,250	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross
Outer Lobby	750	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross
Inner Lobby	12,000	11,250	11,250	10,125	10,125	10,125	9,000	9,000	9,000
Public Circulation	7,500	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross
Box Office Windows	150	150	150	150	150	150	150	150	150
Box Office Work Room	240	200	200	200	200	200	200	200	200
Box Office Manager	100	100	100	100	100	100	100	100	100
Box Office FOH Office	80	0	0	0	0	0	0	0	0
Box Office storage	80	80	80	80	80	80	80	80	80
Concession/Bars	563	300	300	300	300	300	300	300	300
Bar Stores	84	84	84	84	84	84	84	84	84
Bar Cool storage	84	0	0	0	0	0	0	0	0
Gift Shop	450	0	0	0	0	0	0	0	0
Gift Shop Storage	180	0	0	0	0	0	0	0	0
Catering Kitchen	300	300	300	300	300	300	300	300	300
Patron's Lounge	1,120	0	0	0	0	0	0	0	0
Patron's Lounge Restrooms	260	0	0	0	0	0	0	0	0
Patron's Lounge Catering Service Area	200	0	0	0	0	0	0	0	0
Patron's Lounge Cloak Room	50	0	0	0	0	0	0	0	0
Patron's Lounge Storage	50	0	0	0	0	0	0	0	0
Office - House Manager	110	110	110	110	110	110	110	110	110
First Aid including restroom	125	125	125	125	125	125	125	125	125
Food Services Manager's Office	160	0	0	0	0	0	0	0	0
Gift shop Managers Office	80	0	0	0	0	0	0	0	0
Customer Service	150	0	0	0	0	0	0	0	0
Coat Check/IR Distribution	743	743	743	743	743	743	743	743	743
FOH/Usher Quantity	13	0	0	0	0	0	0	0	0
FOH Staff Locker -Male	35	35	35	35	35	35	35	35	35
FOH Staff Locker -Female	35	35	35	35	35	35	35	35	35
Janitor Closet	36	36	36	36	36	36	36	36	36
Lobby Dimmer Room	80	0	0	0	0	0	0	0	0
FOH Operations Storage	480	480	480	480	480	480	480	480	480
FOH Janitors Storage	50	50	50	50	50	50	50	50	50
Restrooms - Male Public	857	600	600	600	600	600	600	600	600
Restrooms - Female Public	2,750	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800
Restrooms - H/C, Family, Uni-sex	240	240	240	240	240	240	240	240	240
TOTAL - PUBLIC AREAS	32,435	16,718	16,718	15,593	15,593	15,593	14,468	14,468	14,468

Space/Area	LPAC Study Building Prog 1250/250 Seats NSF	Building Prog NSF 1250/250 Seats Reduced areas and cuts	Building Prog NSF 1250/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats	Building Prog NSF 1100/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats w/o Reh Rm	Building Prog NSF 950/250 Seats	Building Prog NSF 950/250 Seats w/Reh Rm Only	Building Prog NSF 950/250 Seats w/o Reh Rm
STAGE & AUDITORIUM (Theatre)									
Seating orchestra Floor	6,250	in below	in below	in below	in below	in below	in below	in below	in below
Balcony 1	2,875	in below	in below	in below	in below	in below	in below	in below	in below
Balcony 2	4,313	in below	in below	in below	in below	in below	in below	in below	in below
Total audience chamber	in above	12,500	12,500	11,000	11,000	11,000	9,500	9,500	9,500
Sound & Light Locks	1,536	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross
Sound mix position	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross
Stage	5,150	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800
Stage SLL	224	0	0	0	0	0	0	0	0
Equipment/Scenery SLL	150	0	0	0	0	0	0	0	0
Orchestra Shell Storage	704	350	350	350	350	350	350	350	350
Quick Change Rooms	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross
Tech Street US/DS	1,200	0	0	0	0	0	0	0	0
Tech Street Crossover	1,030	0	0	0	0	0	0	0	0
Catwalks	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross
Orchestra Pit Under Hang	250	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross
Orchestra Pit/Forestage Apron Lift A	550	400	400	400	400	400	400	400	400
Forestage Seat Wagon	928	0	0	0	0	0	0	0	0
Orchestra Pit Inst Storage	240	0	0	0	0	0	0	0	0
Trap Room	0	300	300	300	300	300	300	300	300
Counterweight Pit	400	0	0	0	0	0	0	0	0
Grid iron	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross	in gross
Control Room - Lighting	100	120	120	120	120	120	120	120	120
Control Room - Sound	150	150	150	150	150	150	150	150	150
Control Room - Stage Management	80	100	100	100	100	100	100	100	100
Projection Booth	150	0	0	0	0	0	0	0	0
Projection Washroom	50	0	0	0	0	0	0	0	0
Staff/Director Viewing	70	70	70	70	70	70	70	70	70
Follow Spot Booths	225	225	225	225	225	225	225	225	225
Dimmer Room	160	160	160	160	160	160	160	160	160
Sound Rack Room	220	180	180	180	180	180	180	180	180
Control W/C	36	0	0	0	0	0	0	0	0
TOTAL - STAGE & AUDITORIUM	27,041	19,355	19,355	17,855	17,855	17,855	16,355	16,355	16,355

Space/Area	LPAC Study Building Prog 1250/250 Seats NSF	Building Prog NSF 1250/250 Seats Reduced areas and cuts	Building Prog NSF 1250/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats	Building Prog NSF 1100/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats w/o Reh Rm	Building Prog NSF 950/250 Seats	Building Prog NSF 950/250 Seats w/Reh Rm Only	Building Prog NSF 950/250 Seats w/o Reh Rm
STAGE SUPPORT (Theatre)									
Performers Waiting	0	0	0	0	0	0	0	0	0
Janitor Closets	40	40	40	40	40	40	40	40	40
Scene Dock	2,060	600	600	600	600	600	600	600	600
Rigging Store	103	103	103	103	103	103	103	103	103
Prop Storage	0	0	0	0	0	0	0	0	0
Lighting storage/shop	258	200	200	200	200	200	200	200	200
Sound storage/shop	258	200	200	200	200	200	200	200	200
Piano storage	200	140	140	140	140	140	140	140	140
Tool Room	100	0	0	0	0	0	0	0	0
General Stage storage	1,000	600	600	600	600	600	600	600	600
Scenery Maintenance	411	400	400	400	400	400	400	400	400
Electrics Office	150	0	0	0	0	0	0	0	0
Sound Office	150	0	0	0	0	0	0	0	0
Paint area	150	0	0	0	0	0	0	0	0
Office Stage Management	120	120	120	120	120	120	120	120	120
Office - Visiting Company	120	120	120	120	120	120	120	120	120
Office - Production Manager	120	0	0	0	0	0	0	0	0
Office - Technical Director	120	120	120	120	120	120	120	120	120
Crew Ready Room	180	0	0	0	0	0	0	0	0
Crew Locker Room - Female	120	120	120	120	120	120	120	120	120
Crew Locker Room - Male	120	120	120	120	120	120	120	120	120
Crew Washrooms - Backstage - Male	80	80	80	80	80	80	80	80	80
Crew Washrooms - Backstage - Female	80	80	80	80	80	80	80	80	80
Offstage W/C	80	80	80	80	80	80	80	80	80
Freight Elevator	0	0	0	0	0	0	0	0	0
TOTAL - STAGE SUPPORT	6,020	3,123	3,123	3,123	3,123	3,123	3,123	3,123	3,123

Space/Area	LPAC Study Building Prog 1250/250 Seats NSF	Building Prog NSF 1250/250 Seats Reduced areas and cuts	Building Prog NSF 1250/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats	Building Prog NSF 1100/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats w/o Reh Rm	Building Prog NSF 950/250 Seats	Building Prog NSF 950/250 Seats w/Reh Rm Only	Building Prog NSF 950/250 Seats w/o Reh Rm
PERFORMER SUPPORT (Theatre)									
Dressing Room - Star	175	0	0	0	0	0	0	0	0
Dressing Room - Star	175	175	175	175	175	175	175	175	175
Dressing Room - Star	175	175	175	175	175	175	175	175	175
Dressing Room - 1/2 person	200	0	0	0	0	0	0	0	0
Dressing Room - 1/2 person	200	200	200	200	200	200	200	200	200
Dressing Room - 1/2 person	200	200	200	200	200	200	200	200	200
Dressing Room - 1/2 person	200	200	200	200	200	200	200	200	200
Dressing Room - 4/8 person	440	0	0	0	0	0	0	0	0
Dressing Room - 4/8 person	440	440	440	440	440	440	440	440	440
Dressing Room - 4/8 person	440	440	440	440	440	440	440	440	440
Dressing Room - Chorus/Orchestra	540	540	540	540	540	540	540	540	540
Dressing Room - Chorus/Orchestra	540	540	540	540	540	540	540	540	540
Dressing Room - Chorus/Orchestra	540	540	540	540	540	540	540	540	540
Musician Changing (Pit) Male	500	0	0	0	0	0	0	0	0
Musician Changing (Pit) Female	500	0	0	0	0	0	0	0	0
Conductor (Pit)	150	0	0	0	0	0	0	0	0
Wardrobe Maintenance	300	300	300	300	300	300	300	300	300
Laundry	150	150	150	150	150	150	150	150	150
Green Room	1,050	700	700	700	700	700	700	700	700
Restroom - Unisex	0	50	50	50	50	50	50	50	50
Restroom - Female	96	0	0	0	0	0	0	0	0
Restroom - Male	96	0	0	0	0	0	0	0	0
TOTAL - PERFORMER SUPPORT	7,107	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650

Space/Area	LPAC Study Building Prog 1250/250 Seats NSF	Building Prog NSF 1250/250 Seats Reduced areas and cuts	Building Prog NSF 1250/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats	Building Prog NSF 1100/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats w/o Reh Rm	Building Prog NSF 950/250 Seats	Building Prog NSF 950/250 Seats w/Reh Rm Only	Building Prog NSF 950/250 Seats w/o Reh Rm
STAGE & AUDITORIUM (Rehearsal/Recital)									
Seating chamber and stage	4,560	3,500	2,400	3,500	2,400	0	3,500	2,400	0
Control Room - Lighting	100	100	0	100	0	0	100	0	0
Control Room - Sound	120	120	0	120	0	0	120	0	0
Control Room - Stage Management	0	80	0	80	0	0	80	0	0
Dimmer Room	80	80	0	80	0	0	80	0	0
Sound Rack Room	100	100	0	100	0	0	100	0	0
TOTAL - STAGE & AUDITORIUM	4,960	3,980	2,400	3,980	2,400	0	3,980	2,400	0
STAGE SUPPORT (Rehearsal/Recital)									
Performers Waiting	0	0	0	0	0	0	0	0	0
Janitor Closets	0	0	0	0	0	0	0	0	0
Instrument Uncasing	150	0	0	0	0	0	0	0	0
Piano storage	150	70	70	70	70	0	70	70	0
General Stage storage	150	200	200	200	200	0	200	200	0
Washrooms - Backstage - Unisex	0	50	50	50	50	0	50	50	0
Washrooms - Backstage - Male	50	0	0	0	0	0	0	0	0
Washrooms - Backstage - Female	50	0	0	0	0	0	0	0	0
TOTAL - STAGE SUPPORT	550	320	320	320	320	0	320	320	0
PERFORMER SUPPORT (Rehearsal/Recital)									
Dressing Room - 1/2 person	200								
Dressing Room - 1/2 person	200								
Dressing Room - 4/8 person	330	330	0	330	0	0	330	0	0
Dressing Room - 4/8 person	330	330	0	330	0	0	330	0	0
Dressing Room - 4/8 person	0	330	0	330	0	0	330	0	0
Musicians Lounge (Green Room)	192	200	0	200	0	0	200	0	0
Musician Changing Male	100	0	0	0	0	0	0	0	0
Musician Changing Female	100	0	0	0	0	0	0	0	0
TOTAL - PERFORMER SUPPORT	1,452	1,190	0	1,190	0	0	1,190	0	0

Space/Area	LPAC Study Building Prog 1250/250 Seats NSF	Building Prog NSF 1250/250 Seats Reduced areas and cuts	Building Prog NSF 1250/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats	Building Prog NSF 1100/250 Seats w/Reh Rm Only	Building Prog NSF 1100/250 Seats w/o Reh Rm	Building Prog NSF 950/250 Seats	Building Prog NSF 950/250 Seats w/Reh Rm Only	Building Prog NSF 950/250 Seats w/o Reh Rm
ADMINISTRATION (Common)									
Total allowance	3,365	below	below	below	below	below	below	below	below
Reception		200	200	200	200	200	200	200	200
Board Room/Meeting Room		300	300	300	300	300	300	300	300
General Manager		180	180	180	180	180	180	180	180
Assistant		120	120	120	120	120	120	120	120
Marketing Office		180	180	180	180	180	180	180	180
Accounting Office		120	120	120	120	120	120	120	120
Development Office		120	120	120	120	120	120	120	120
General Office suite		300	300	300	300	300	300	300	300
Mail Room/Photocopy		100	100	100	100	100	100	100	100
Computer Server Room		80	80	80	80	80	80	80	80
Kitchenette		80	80	80	80	80	80	80	80
Storage		100	100	100	100	100	100	100	100
Restrooms - Female		50	50	50	50	50	50	50	50
Restrooms - Male		50	50	50	50	50	50	50	50
TOTAL - OFFICES	3,365	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980
BUILDING SERVICES (Common)									
Stage Door Reception	225	300	300	300	300	300	300	300	300
Stage Door Office	140	0	0	0	0	0	0	0	0
Loading Dock	650	300	300	300	300	300	300	300	300
Garbage Disposal	150	150	150	150	150	150	150	150	150
Custodial Manager/Building engineer	150	150	150	150	150	150	150	150	150
Janitorial Lockers	120	120	120	120	120	120	120	120	120
Maintenance Shop	300	200	200	200	200	200	200	200	200
Storage - Custodial Supply	150	150	150	150	150	150	150	150	150
W/C	60	60	60	60	60	60	60	60	60
TOTAL BUILDING SERVICES	1,945	1,430	1,430	1,430	1,430	1,430	1,430	1,430	1,430

APPENDIX #4

SEATING CAPACITY SWOT

SWOT Worksheet - Seating Capacity

Category	800 Seat Theatre	1000 Seat Theatre	1250 Seat Theatre
Strengths	<p>Works well for community (local) events</p> <p>Can work for music</p> <p>Easier facility to design and keep intimate</p> <p>low operating costs.....can be managed by volunteers</p> <p>least expensive to build</p>	<p>Can work well for community events with careful design</p> <p>Works for music</p> <p>Still has good ticket revenue</p> <p>Can be designed as an intimate space</p>	<p>Works well for music</p> <p>Highest ticket revenue</p> <p>Greatest acoustical volume</p> <p>Grand ambiance</p>
Weakness	<p>Low ticket revenue</p> <p>Not good for music without special attention to design</p>	<p>Still maybe too large for some community events</p>	<p>Does not work well for community event</p> <p>Most expensive to build</p> <p>Must use paid staff...little opportunity for community involvement</p> <p>Lack of ambiance because of scale</p> <p>Cannot develop community artists</p>
Opportunities	<p>real involvement by the community</p> <p>Develops community artists</p>	<p>Some touring production will like the intimacy</p>	<p>Most appropriate for touring shows</p>
Threats	<p>Too much community use and not enough touring shows</p>	<p>Some touring production will find the seating capacity too small</p>	<p>Disengages the community</p>

APPENDIX #5

RECOMMENDED BUILDING PROGRAMME

Recommended Building Programme

Space/Area	Recommended Building Prog 950/240 Seats NSF
Public Areas (Common)	14,468
Audience Chamber and Stage (Theatre)	16,355
Stage Support (Theatre)	3,123
Performer Support (Theatre)	4,650
Audience Chamber and Stage (Reh/Recital)	3,880
Stage Support (Reh/Recital)	320
Performer Support (Reh/Recital)	1,190
Offices (Common)	1,980
Building Services (Common)	1,430
TOTAL NET SF	47,396
Gross Up (1.65)	30,807
TOTAL GROSS SF	78,203

Cost Estimate

Construction (\$385/sf)	30,108,309
General Requirements (16%)	4,817,329
Design and consultant fees (12%)	3,612,997
Theatre Equipment	3,800,000
Total	42,338,636

Space/Area	Recommended Building Prog 950/240 Seats NSF
PUBLIC AREAS (Common)	
Entrance Vestibules	in gross
Outer Lobby	in gross
Inner Lobby	9,000
Public Circulation	in gross
Box Office Windows	150
Box Office Work Room	200
Box Office Manager	100
Box Office FOH Office	0
Box Office storage	80
Concession/Bars	300
Bar Stores	84
Bar Cool storage	0
Gift Shop	0
Gift Shop Storage	0
Catering Kitchen	300
Patron's Lounge	0
Patron's Lounge Restrooms	0
Patron's Lounge Catering Service Area	0
Patron's Lounge Cloak Room	0
Patron's Lounge Storage	0
Office - House Manager	110
First Aid including restroom	125
Food Services Manager's Office	0
Gift shop Managers Office	0
Customer Service	0
Coat Check/IR Distribution	743
FOH/Usher Quantity	0
FOH Staff Locker -Male	35
FOH Staff Locker -Female	35
Janitor Closet	36
Lobby Dimmer Room	0
FOH Operations Storage	480
FOH Janitors Storage	50
Restrooms - Male Public	600
Restrooms - Female Public	1,800
Restrooms - H/C, Family, Uni-sex	240
TOTAL - PUBLIC AREAS	14,468

Space/Area	Recommended Building Prog 950/240 Seats NSF
STAGE & AUDITORIUM (Theatre)	
Seating orchestra Floor	in below
Balcony 1	in below
Balcony 2	in below
Total audience chamber	9,500
Sound & Light Locks	in gross
Sound mix position	in gross
Stage	4,800
Stage SLL	0
Equipment/Scenery SLL	0
Orchestra Shell Storage	350
Quick Change Rooms	in gross
Tech Street US/DS	in gross
Tech Street Crossover	in gross
Catwalks	in gross
Orchestra Pit Under Hang	in gross
Orchestra Pit/Forestage Apron Lift A	400
Forestage Seat Wagon	0
Orchestra Pit Inst Storage	0
Trap Room	300
Counterweight Pit	0
Grid iron	in gross
Control Room - Lighting	120
Control Room - Sound	150
Control Room - Stage Management	100
Projection Booth	0
Projection Washroom	0
Staff/Director Viewing	70
Follow Spot Booths	225
Dimmer Room	160
Sound Rack Room	180
Control W/C	0
TOTAL - STAGE & AUDITORIUM	16,355

Space/Area	Recommended Building Prog 950/240 Seats NSF
STAGE SUPPORT (Theatre)	
Performers Waiting	0
Janitor Closets	40
Scene Dock	600
Rigging Store	103
Prop Storage	0
Lighting storage/shop	200
Sound storage/shop	200
Piano storage	140
Tool Room	0
General Stage storage	600
Scenery Maintenance	400
Electrics Office	0
Sound Office	0
Paint area	0
Office Stage Management	120
Office - Visiting Company	120
Office - Production Manager	0
Office - Technical Director	120
Crew Ready Room	0
Crew Locker Room - Female	120
Crew Locker Room - Male	120
Crew Washrooms - Backstage - Male	80
Crew Washrooms - Backstage - Female	80
Offstage W/C	80
Freight Elevator	0
TOTAL - STAGE SUPPORT	3,123

Space/Area	Recommended Building Prog 950/240 Seats NSF
PERFORMER SUPPORT (Theatre)	
Dressing Room - Star	0
Dressing Room - Star	175
Dressing Room - Star	175
Dressing Room - 1/2 person	0
Dressing Room - 1/2 person	200
Dressing Room - 1/2 person	200
Dressing Room - 1/2 person	200
Dressing Room - 4/8 person	0
Dressing Room - 4/8 person	440
Dressing Room - 4/8 person	440
Dressing Room - Chorus/Orchestra	540
Dressing Room - Chorus/Orchestra	540
Dressing Room - Chorus/Orchestra	540
Musician Changing (Pit) Male	0
Musician Changing (Pit) Female	0
Conductor (Pit)	0
Wardrobe Maintenance	300
Laundry	150
Green Room	700
Restroom - Unisex	50
Restroom - Female	0
Restroom - Male	0
TOTAL - PERFORMER SUPPORT	4,650

Space/Area	Recommended Building Prog 950/240 Seats NSF
STAGE & AUDITORIUM (Rehearsal/Recital)	
Seating chamber and stage	3,500
Control Room - Lighting	100
Control Room - Sound	120
Control Room - Stage Management	80
Dimmer Room	80
Sound Rack Room	0
TOTAL - STAGE & AUDITORIUM	3,880
STAGE SUPPORT (Rehearsal/Recital)	
Performers Waiting	0
Janitor Closets	0
Instrument Uncasing	0
Piano storage	70
General Stage storage	200
Washrooms - Backstage - Unisex	50
Washrooms - Backstage - Male	0
Washrooms - Backstage - Female	0
TOTAL - STAGE SUPPORT	320
PERFORMER SUPPORT (Rehearsal/Recital)	
Dressing Room - 1/2 person	
Dressing Room - 1/2 person	
Dressing Room - 4/8 person	330
Dressing Room - 4/8 person	330
Dressing Room - 4/8 person	330
Musicians Lounge (Green Room)	200
Musician Changing Male	0
Musician Changing Female	0
TOTAL - PERFORMER SUPPORT	1,190

Space/Area	Recommended Building Prog 950/240 Seats NSF
ADMINISTRATION (Common)	
Total allowance	below
Reception	200
Board Room/Meeting Room	300
General Manager	180
Assistant	120
Marketing Office	180
Accounting Office	120
Development Office	120
General Office suite	300
Mail Room/Photocopy	100
Computer Server Room	80
Kitchenette	80
Storage	100
Restrooms - Female	50
Restrooms - Male	50
TOTAL - OFFICES	1,980
BUILDING SERVICES (Common)	
Stage Door Reception	300
Stage Door Office	0
Loading Dock	300
Garbage Disposal	150
Custodial Manager/Building engineer	150
Janitorial Lockers	120
Maintenance Shop	200
Storage - Custodial Supply	150
W/C	60
TOTAL BUILDING SERVICES	1,430

APPENDIX #6

RECOMMENDED BUILDING PROGRAMME

MINIMUM FOOTPRINT

Minimum Footprint

Space/Area	Recommended Building Prog 950/240 Seats NSF	Main level NSF	Other Floors NSF
Public Areas (Common)	14,468	8,618	5,850
Audience Chamber and Stage (Theatre)	16,355	10,850	5,505
Stage Support (Theatre)	3,123	2,723	400
Performer Support (Theatre)	4,650	1,700	2,950
Audience Chamber and Stage (Reh/Recital)	3,880	3,500	380
Stage Support (Reh/Recital)	320	320	0
Performer Support (Reh/Recital)	1,190	530	660
Offices (Common)	1,980	0	1,980
Building Services (Common)	1,430	750	680
TOTAL NET SF	47,396	28,991	18,405
Gross Up (1.65)	30,807	18,844	11,963
TOTAL GROSS SF	78,203	47,835	30,368

Space/Area	Recommended Building Prog 950/240 Seats NSF	Main level NSF	Other Floors NSF
PUBLIC AREAS (Common)			
Entrance Vestibules	in gross	in gross	in gross
Outer Lobby	in gross	in gross	in gross
Inner Lobby	9,000	5,550	3,450
Public Circulation	in gross	in gross	in gross
Box Office Windows	150	150	0
Box Office Work Room	200	200	0
Box Office Manager	100	100	0
Box Office FOH Office	0	0	0
Box Office storage	80	80	0
Concession/Bars	300	300	0
Bar Stores	84	84	0
Bar Cool storage	0	0	0
Gift Shop	0	0	0
Gift Shop Storage	0	0	0
Catering Kitchen	300	300	0
Patron's Lounge	0	0	0
Patron's Lounge Restrooms	0	0	0
Patron's Lounge Catering Service Area	0	0	0
Patron's Lounge Cloak Room	0	0	0
Patron's Lounge Storage	0	0	0
Office - House Manager	110	110	0
First Aid including restroom	125	125	0
Food Services Manager's Office	0	0	0
Gift shop Managers Office	0	0	0
Customer Service	0	0	0
Coat Check/IR Distribution	743	743	0
FOH/Usher Quantity	0	0	0
FOH Staff Locker -Male	35	35	0
FOH Staff Locker -Female	35	35	0
Janitor Closet	36	36	0
Lobby Dimmer Room	0	0	0
FOH Operations Storage	480	480	0
FOH Janitors Storage	50	50	0
Restrooms - Male Public	600	0	600
Restrooms - Female Public	1,800	0	1,800
Restrooms - H/C, Family, Uni-sex	240	240	0
TOTAL - PUBLIC AREAS	14,468	8,618	5,850

Space/Area	Recommended Building Prog 950/240 Seats NSF	Main level NSF	Other Floors NSF
STAGE & AUDITORIUM (Theatre)			
Seating orchestra Floor	in below	in below	in below
Balcony 1	in below	in below	in below
Balcony 2	in below	in below	in below
Total audience chamber	9,500	5,000	4,500
Sound & Light Locks	in gross	in gross	in gross
Sound mix position	in gross	in gross	in gross
Stage	4,800	4,800	0
Stage SLL	0	0	0
Equipment/Scenery SLL	0	0	0
Orchestra Shell Storage	350	350	0
Quick Change Rooms	in gross	in gross	in gross
Tech Street US/DS	in gross	in gross	in gross
Tech Street Crossover	in gross	in gross	in gross
Catwalks	in gross	in gross	in gross
Orchestra Pit Under Hang	in gross	in gross	in gross
Orchestra Pit/Forestage Apron Lift A	400	400	0
Forestage Seat Wagon	0	0	0
Orchestra Pit Inst Storage	0	0	0
Trap Room	300	300	0
Counterweight Pit	0	0	0
Grid iron	in gross	in gross	in gross
Control Room - Lighting	120	0	120
Control Room - Sound	150	0	150
Control Room - Stage Management	100	0	100
Projection Booth	0	0	0
Projection Washroom	0	0	0
Staff/Director Viewing	70	0	70
Follow Spot Booths	225	0	225
Dimmer Room	160	0	160
Sound Rack Room	180	0	180
Control W/C	0	0	0
TOTAL - STAGE & AUDITORIUM	16,355	10,850	5,505

Space/Area	Recommended Building Prog 950/240 Seats NSF	Main level NSF	Other Floors NSF
STAGE SUPPORT (Theatre)			
Performers Waiting	0	0	0
Janitor Closets	40	40	0
Scene Dock	600	600	0
Rigging Store	103	103	0
Prop Storage	0	0	0
Lighting storage/shop	200	200	0
Sound storage/shop	200	200	0
Piano storage	140	140	0
Tool Room	0	0	0
General Stage storage	600	600	0
Scenery Maintenance	400	400	0
Electrics Office	0	0	0
Sound Office	0	0	0
Paint area	0	0	0
Office Stage Management	120	120	0
Office - Visiting Company	120	120	0
Office - Production Manager	0	0	0
Office - Technical Director	120	120	0
Crew Ready Room	0	0	0
Crew Locker Room - Female	120	0	120
Crew Locker Room - Male	120	0	120
Crew Washrooms - Backstage - Male	80	0	80
Crew Washrooms - Backstage - Female	80	0	80
Offstage W/C	80	80	0
Freight Elevator	0	0	0
TOTAL - STAGE SUPPORT	3,123	2,723	400

Space/Area	Recommended Building Prog 950/240 Seats NSF	Main level NSF	Other Floors NSF
PERFORMER SUPPORT (Theatre)			
Dressing Room - Star	0	0	0
Dressing Room - Star	175	175	0
Dressing Room - Star	175	175	0
Dressing Room - 1/2 person	0	0	0
Dressing Room - 1/2 person	200	200	0
Dressing Room - 1/2 person	200	200	0
Dressing Room - 1/2 person	200	200	0
Dressing Room - 4/8 person	0	0	0
Dressing Room - 4/8 person	440	0	440
Dressing Room - 4/8 person	440	0	440
Dressing Room - Chorus/Orchestra	540	0	540
Dressing Room - Chorus/Orchestra	540	0	540
Dressing Room - Chorus/Orchestra	540	0	540
Musician Changing (Pit) Male	0	0	0
Musician Changing (Pit) Female	0	0	0
Conductor (Pit)	0	0	0
Wardrobe Maintenance	300	0	300
Laundry	150	0	150
Green Room	700	700	0
Restroom - Unisex	50	50	0
Restroom - Female	0	0	0
Restroom - Male	0	0	0
TOTAL - PERFORMER SUPPORT	4,650	1,700	2,950

Space/Area	Recommended Building Prog 950/240 Seats NSF	Main level NSF	Other Floors NSF
STAGE & AUDITORIUM (Rehearsal/Recital)			
Seating chamber and stage	3,500	3,500	0
Control Room - Lighting	100	0	100
Control Room - Sound	120	0	120
Control Room - Stage Management	80	0	80
Dimmer Room	80	0	80
Sound Rack Room	0	0	0
TOTAL - STAGE & AUDITORIUM	3,880	3,500	380
STAGE SUPPORT (Rehearsal/Recital)			
Performers Waiting	0	0	0
Janitor Closets	0	0	0
Instrument Uncasing	0	0	0
Piano storage	70	70	0
General Stage storage	200	200	0
Washrooms - Backstage - Unisex	50	50	0
Washrooms - Backstage - Male	0	0	0
Washrooms - Backstage - Female	0	0	0
TOTAL - STAGE SUPPORT	320	320	0
PERFORMER SUPPORT (Rehearsal/Recital)			
Dressing Room - 1/2 person	0	0	0
Dressing Room - 1/2 person	0	0	0
Dressing Room - 4/8 person	330	330	0
Dressing Room - 4/8 person	330	0	330
Dressing Room - 4/8 person	330	0	330
Musicians Lounge (Green Room)	200	200	0
Musician Changing Male	0	0	0
Musician Changing Female	0	0	0
TOTAL - PERFORMER SUPPORT	1,190	530	660

Space/Area	Recommended Building Prog 950/240 Seats NSF	Main level NSF	Other Floors NSF
ADMINISTRATION (Common)			
Reception	200	0	200
Board Room/Meeting Room	300	0	300
General Manager	180	0	180
Assistant	120	0	120
Marketing Office	180	0	180
Accounting Office	120	0	120
Development Office	120	0	120
General Office suite	300	0	300
Mail Room/Photocopy	100	0	100
Computer Server Room	80	0	80
Kitchenette	80	0	80
Storage	100	0	100
Restrooms - Female	50	0	50
Restrooms - Male	50	0	50
TOTAL - OFFICES	1,980	0	1,980
BUILDING SERVICES (Common)			
Stage Door Reception	300	300	0
Stage Door Office	0	0	0
Loading Dock	300	300	0
Garbage Disposal	150	150	0
Custodial Manager/Building engineer	150	0	150
Janitorial Lockers	120	0	120
Maintenance Shop	200	0	200
Storage - Custodial Supply	150	0	150
W/C	60	0	60
TOTAL BUILDING SERVICES	1,430	750	680

APPENDIX #7

THEATRES WITH SEATING CAPACITIES

OF

1250 SEATS

Canadian Theatre Venues - 1250 seats

(+/- 10% - 1,125 to 1,375 Seats)

Venue	City	Population	Size	Operation
Massey Hall	New Westminster, BC	65,000	1,260	Rental House
Chan Sun Concert Hall	Vancouver, BC	2.3 m	1,200	Rental House
Vogue Theatre	Vancouver, BC	2.3 m	1,140	Rental House
Sanderson Centre for the Performing Arts	Brantford, Ont	93,000	1,133	Rental House
Hammerson Hall (Living Arts Centre)	Mississauga, Ont	700,000	1,315	Rental House
Ryerson Theatre	Toronto, Ont	5.7m	1,250	Education
Chrysler Theatre	Windsor, Ont	331,000	1,200	Education
Close to Criteria				
Bell Centre for the Performing Arts	Surrey, BC	475,000	1,052	Education/Rental
George Weston Recital Hall	North York, Ont	700,000	1,036	Rental House
Avon Theatre Stratford Festival	Stratford, Ont	31,000	1,089	Production House

APPENDIX #8

PRO FORMA OPERATING AGREEMENT

THIS AGREEMENT made the _____ day of _____,

BETWEEN:

hereafter called the "CITY"

AND

, a Society duly incorporated under the laws of the Province of British Columbia
(hereinafter called the "Society")

WHEREAS:

The city owns a theatre (hereinafter called the "Theatre") on lands situate in the City of _____.

The Society and the City have agreed that the Society may occupy the Theatre as licensee and operate the Theatre for the benefit of the citizens of _____ on the terms herein;

The Society agrees to operate the Theatre in conformance with all applicable Federal, Provincial and City laws, by-laws and regulations.

The Society and City agree as follows:

- The Society shall be entitled together with the City to occupy the Theatre as licensee for the period July 1, _through June 30, _____ subject to the conditions contained herein.
- If the Society continues to remain in possession after the expiration of the agreement whether with or without the consent of the City, the Society shall remain in possession on a monthly basis on the terms and conditions set out.
- The Society will occupy the Theatre only for the purposes contained in its constitution. It, together with its servants, invitees and licensees may enter into and travel across on foot and with motor vehicles and may park motor vehicles (all in common with all other servants, invitees and licensees of the City) in the designated public areas surrounding the Theatre.
- The City shall continue to have possession of the theatre for the purposes of maintenance, repair, reconstruction, inspection, painting, renovating and landscaping of the Theatre and Plaza, provided that it does not interfere with the license to occupy granted to the Society herein The City shall continue to have unlimited access at all times to the sewage pump station enclosed in the theatre.

The City shall, at its own expense:

- keep the building in a state of good repair and consult with the Society prior to the preparation of the annual maintenance budget;
- provide all necessary janitorial services or fund same in the approved administration budget. Assistance in monitoring janitorial standards will be provided by the appropriate city staff;
- make renovations and alterations from time to time required to comply with the legislated codes concerning theatres.

All fixtures and chattels purchased or otherwise acquired by the Society for use in the Theatre (except those acquired for performances such as sets, furniture, etc.) shall immediately upon acquisition by the Society become the property of the City. The City shall allow all such fixtures and chattels to be used exclusively by the Society as long as the Society occupies the Theatre. The City shall insure such fixtures and chattels against usual risks insured by the City on its other property to their full insurable value. Any recovery of insurance proceeds by the City in respect of damaged or destroyed fixtures or chattels shall be applied to replace or repair the same unless the Society and the City agree otherwise. The sale of chattels or use of chattels for trade-ins shall be in accordance with City/policy: chattels may be used for trade-ins when the chattel being acquired is a replacement for the chattel being traded in. The responsibility for administering Council policy for the disposal of City fixtures and chattels has been assigned/to the City Treasurer.

The Society shall maintain insurance for not less than five million dollars (\$5,000,000.00) against claims for personal injury and other third party liabilities. The City shall be named as an additional named insured in the policy of such insurance. The cost of the insurance will be shown in the Administration budget which is funded by the City. The Society shall neither cancel nor approve any material change to the policy without having first received in writing the approval of the City;

The Society shall carry insurance against theft from box office receipts and Director's and Officer's Liability Insurance.

The Society shall present its annual preliminary administration budget to the City in each year before the 30th. day of September. The Society's annual administration budget shall be for the ensuing fiscal period of January 1st. to December 31st. The administration budget shall include the estimated cost of building maintenance pursuant to Paragraph ?? and ?? hereof. Amendments to the administration budget will not be made without the mutual consent of both parties.

In addition to the annual administration budget, the Society shall, at the same time, submit to the City the following information with respect to their proposed operation for the current programme year which runs from July 1st. to June 30th. of the next year:

- A statement of the previous programme year's charges and all proposed charges to all classes of user groups for the various facilities in the Theatre for the ongoing programme year running from July 1 to June 30th. This statement to allow the City to monitor its policy of granting based performing arts groups affiliated with Leisure Services one free day per year. The policy for "one free day" is attached as Schedule "A" and it is agreed that this policy will be reviewed annually and amended, if required;
- A statement of the previous programme year's use and the estimated proportion of use of the various facilities by classes of user groups for the coming programme year. This statement is made to allow the City to monitor its goal of 50 by-days of use by community groups, based on booked days;

- A statement of the previous fiscal year's theatre fund revenue and expenses and the anticipated theatre fund budget for the next programme year;

The Society shall operate the Theatre in substantial compliance with the annual administration budget approved and funded by the City . The City shall appoint the Treasurer of the City or the Treasurer's designate, to sit on the Finance Committee of the Society for the purpose of monitoring the spending of the Society. Minor adjustments of budgeted items during the fiscal year totaling less than \$4,000.00 can be approved by the Society providing the City is informed. This shall apply to both the operating and capital budgets financed by the City if it is proposed to move funds allocated to salaries, expenses, or capital, to a different allocation and if accumulated changes are under \$4,000.00. Accumulated budget changes in any one year in excess of \$4,000.00 must have prior approval of City Council.

The Society shall have prepared audited statements of all its activities for the relevant period and present them to a regular meeting of the Council of the City within five (5) months of its year end. The Society shall engage the same auditors as the City unless otherwise mutually agreed. Those auditors shall report directly to the Society.

The Society shall be responsible for all aspects of the operation of the Theatre (save those exclusively to be performed by the City as described in the Agreement) including without limitation:

- all programming and booking of events in the Theatre;
- (b) ensuring that all programmes and events will not offend the moral standards of the citizens of _____.
- engaging all personnel to perform their duties, PROVIDED HOWEVER that the Executive Director shall be approved by the City;
- the operation of all concessions;
- the operation of all lighting, screens, curtains and other accessories required for performances and events; and
- the construction, decorating and maintenance of all props and accessories required for performances and events.

The Society shall incur all expenses and retain all revenues related to concessions and performances and events.

The Society shall not make or allow to be made, any alterations to the fabric, structure or service systems of the Theatre without the consent, in writing, of the City.

This agreement may be terminated by the Society on sixty (60) days notice to the City.

This agreement may be terminated by the City on sixty (60) days notice to the Society in the following events;

- if the Society is in breach of this Agreement and remains in breach after thirty (30) days notice of that breach by the City;
- if the Society changes its Constitution or By-laws without the consent of the City;

- if the Society becomes bankrupt or insolvent or takes any proceedings under the Bankruptcy Act or commences any proceedings for terminating business operations.

Upon termination of this Agreement, the Society shall vacate the Theatre and shall transfer to the City all of its records, agreements, bookings, accounts (including any sequestered funds on deposit) and other items relating to future and past performances and events in the Theatre. The City agrees to honour any commitments made by the Society under its Endowment Fund Grants programme to community organizations. This commitment not to exceed the amount of the Fund. This applies to the then current fiscal year only.

The Society may not assign the benefit of this Agreement in whole or in part without the written consent of the City.

Each party hereto shall execute and deliver all such further assurances, documents and instruments and do all such further acts and things as may be reasonably required to carry out the full intent and meaning of this Agreement.

Any Notice or instrument required or contemplated to be given or made hereunder (hereinafter called the "Notice") shall be in writing and either delivered in person or sent by registered mail, from the City of or the city of _____, postage prepaid, addressed to the party to receive the same at the address herein contained, or at such other address as such party may by Notice to the other party designate.

Any Notice shall be deemed to have been received upon the day of delivery, if personally delivered, or, if mailed as aforesaid, on the third business day following the day of mailing.

Any party may give Notice to the other of an address for the party giving such Notice, and from the giving of such Notice the address therein specified shall be the address of such party for the receiving of any Notice.

If a Notice is to be given when there is an interruption of postal services in an area where the same may be mailed or in which the address for the party to receive the same is situated^ such Notice shall not be mailed, but shall be delivered personally to the party to receive the same or delivered to (headdress for the receiving of any Notice; and shall be deemed to have been given on the date of actual delivery to the person designated or the address as aforesaid.

IN WITNESS WHEREOF the parties have executed this Agreement.

APPENDIX #9

RENTAL RATES FOR OTHER THEATRES

Centennial Theatre
2010 Schedule of Fees and Charges
 Effective January 1st, 2010

MARKET RATES

Centennial Theatre Booking Information: (604) 983-6450
 5% GST on all rental charges and ticket services

FOR PERFORMANCES		Base	Including * tech/tax/ins.
8-5 or 2:30 –11:30 with ONE performance Friday – Sunday		1940.00	2279.00*
Monday – Thursday Consecutive Days (After Day One)		1647.00	1971.00*
Friday-Sunday 5:30 –11:30pm only		1818.00	2150.00*
Mon –Thurs 5:30 –11:30pm only		1525.00	1843.00*
Extra Perfs: Same day/within allotted time – FOH Staff		408.00	

REHEARSAL ONLY (NO AUDIENCE)

8am to 11pm	Mon-Thurs Only	\$87/hr
4 hour minimum/2 nd tech charges may apply (Total \$117/hr plus taxes)		
Liability insurance extra		

EXTRA BUILDING HOURS (includes Technical Supervisor)

8 a.m. to 11:30 p.m.	Per Hour	87.00
11:30 p.m. – 8am	Per Hour	135.00

OTHER RATES

Rehearsal Studio (rented with Theatre)	per booking	80.00
*Rehearsal Studio (Separate Rental - min. 4 hours)	per hr	28.00
*Lobby Rental (400 people max–min. 4 hrs-extra hrs @ \$28)	per booking	80.00
Capital Surcharge on each ticket sold	per tix	\$1.00
Ticket Printing per ticket for consignment tickets	per tix	.20
Ticket Printing Set up Fee	per show	\$50.00
Piano Tuning (technical staff are charged in addition)	per tuning	275.00

Lobby Sales: 10% of gross sales (client sells), 20% of gross sales (CT sells)

*Additional Staff costs may apply

*Standard booking includes nine hour block of time, Technical Supervisor, 2nd Technician for 6 hour call, Front of House Supervisor, 2 Ushers, Ticket Taker, Insurance, and GST.

DEPOSITS (booking deposits are non-refundable)

Soft Holds: No longer than 10 working days. Subject to challenge. Date released without deposit.

Single Performance: 50% to confirm booking. Balance min four weeks prior to performance.

Multiple Performances (3 or more): 10% to confirm booking. 40% six months prior to first performance. Balance four weeks prior to first performance.

Centennial Theatre Centre
2010 Schedule of Fees and Charges

Effective January 1st, 2010

NOT-FOR-PROFIT RATES

Booking Information: (604) 983-6450

*NOTE: For the purposes of theatre rentals, Community Group Rates will apply to **BC registered non-profit, non-political societies and North Vancouver Schools.***

5% GST on all rental charges and ticket services

FOR PERFORMANCES

		Including *
		tech/tax/ins.
8-5 or 2:30 –11:30 with ONE performance		
Friday – Sunday	1322.00	1630.00*
Monday – Thursday	1173.00	1473.00*
Consecutive Days After Day One		
Friday - Sunday 5:30 –11:30pm only	1181.00	1482.00*
Monday – Thur 5:30 –11:30pm only	1032.00	1325.00*

Extra Perfs: Same day/within allotted time – FOH Staff 408.00

REHEARSAL ONLY (NO AUDIENCE)

8am to 11pm Mon-Thursday Only – Per Hour 74.00
 2nd Tech may be applicable (\$104/hr) – liability insurance extra
 4 hour minimum

EXTRA BUILDING HOURS (incl. Tech Supr)

8 a.m. to 11:30 p.m. 74.00
 11:30pm –8am 135.00

OTHER RATES

Capital Surcharge on each ticket sold	per tix	\$1.00
Ticket Printing per ticket for consignment tickets	per tix	.20
Ticket Printing Set up Fee	per show	\$50.00
*Rehearsal Studio (rented with Theatre)	per booking	60.00
*Rehearsal Studio (Separate Rental - min. 4 hours)	per hr	15.00
*Lobby Rental (Separate Rental – min. 4 hours)	per hr	15.00

*Additional staff costs may apply

*Standard booking includes nine hour block of time, Technical Supervisor, 2nd Technician for 6 hour call, Front of House Supervisor, 2 Ushers, Ticket Taker, Insurance, and GST.

DEPOSITS (booking deposits are non-refundable)

Soft Holds: No longer than 10 working days. Subject to challenge. Date released without deposit.

Single Performance: 50% to confirm booking. Balance min four weeks prior to performance.

Multiple Performances (3 or more): 10% to confirm booking. 40% six months prior to first performance. Balance four weeks prior to first performance.

Vernon and District performing Arts Centre

Fees - Main Auditorium

The four areas of cost are as follows:

1. Base rent- \$875 or 10% of FULL GROSS ticket sales whichever is greater.
Discounts available for:
 - Not-profit groups
 - Local groups (Vernon and District)
 - Groups featuring non-professional performers
2. Facility Fee
 - \$1.15 per sold seat for ticketed events
 - \$1.15 per attendee for non-ticketed events (Less 10% for teachers and supervisors for school audience events)
3. Work order – includes (but not limited to):
 - Technical Director's overtime, at \$31.50 per hour
 - Additional Front-of-House calls, at \$80.00 per four hour call
 - Trained crew as required rated at \$13.00 per hour per person. *Minimum call is four hours, overtime rated at \$19.50*
 - Any equipment rented to accommodate the needs of the licensee
 - Any supplies purchased to accommodate the needs of the licensee
 - Rental fee for use of a Piano
 - Tuning fee for the piano, if you request to have it tuned
 - Electrical tie-in/out fees, if needed to power your equipment
 - \$5 replacement charge for consumed fluid for the Fog Machine or Hazer
 - \$2.50 per cordless microphone – battery replacement fee
 - \$50 tape charge for use of the dance floor
 - \$100 charge for cleanup of confetti, glitter, and hay
4. Ticket agent fees:
 - \$2.75 per sold ticket

- 2.5% credit card fee
- \$0.15 per ticket for debited charges
- No additional fees to ticket buyers unless they request tickets be mailed to them (*\$1 fee to buyer*)

Please note: When you book the theatre you must use our Ticket Seller Box Office for all ticket sales.

What A Renter Gets With A Rental

What a Renter gets with a rental:

- Rental of the theatre for 24 hours - Midnight to Midnight (However, any time you or anyone from your group are in the building a technical director/staff member must also be present)
- The assistance of a hands-on Technical Director for 7 hours (preferred to be broken into two shifts)
 - 7 hours of work, plus ½ hour lunch break and two 15 minute coffee breaks to make one 8 hour day – BC Labour laws
 - There must be a meal break after 4 hours – OR – Renter Supplies her/him with a well balanced meal (not pizza) and a break to eat, plus are charged a \$15 penalty
- Access to all equipment designed for use on stage – lighting, sound, soft goods, projector, screen, chairs, tables, risers, electric piano, etcetera
 - Limited to equipment designed for use on stage – No to access office furniture, fridges, stoves, etc for use onstage
 - Does not include - Replacement Fees for: liquid for Fog or Hazer, tape for dance floor, batteries, etcetera
 - There is a \$10 per table cloth dry-cleaning fee if a table cloth is dirtied
 - The Grand piano does not belong to the facility, and its owners charge rental of:
 - Grand piano – For-profit \$150 per performance days
 - Grand piano – Not-for-profit - \$75 per performance day
 - Rates are 50% for non-audience days, and all additional days
 - If the Grand piano needs tuning, it must be tuned by the owner's tuner (*Tuner charges a rate of about \$175 per tuning*)

- One Guest Relations Team which has of up to 15 volunteer Ushers, Ticket Takers, Programme Ushers, Bartenders, Concession operators, Coat check Staff, and a Team Leader to supervise them. (Only included for up to four hours)
- Additional Guest Relation Team Services will be charged to the renter in four hour blocks of \$80 per Front of House Call
- Promotions package - which includes if requested:
 - Mention in our email newsletter which comes out every two weeks, starting when tickets go on sale
 - Blurb in our email newsletter (two issues prior to the event)
 - Webpage on our website – link to online ticket sales
 - Listing on our website "upcoming events" page – link to your page on our website
 - Banner advertising on our website - Linked to your page on our site
 - Up to 2 posters provided by the renter for your event in our box office (once tickets are on sale - Maximum size: 12"x18")
 - Up to 2 posters provided by the renter in the foyer (once tickets are on sale – Maximum size: 12"x18")
 - Access to postering staff to put your posters up around town (at a cost to the renter \$.75 per poster)
 - Access to our Audience Development Officer who can advise you on your promotion
 - Access to our online media contacts database
 - Inclusion on the out Reader-Board sign – last 2 weeks before the event

The Port Theatre - Nanaimo
Booking Rates and Services updated July, 2009

SCHEDULE OF FEES AND CHARGES

Call Dee McCuaig, Booking Co-ordinator, at **250.754.4555 ext. 302**
or email dmccuaig@porttheatre.com to hold a date, estimate costs and discuss details

Theatre rentals include in-house sound & lights, green room & dressing rooms & House Manager plus ushers. **All rates are subject to GST**

Choose your category below for rental costs and information

- >COMMERICAL TICKETED EVENTS >NON-PROFIT TICKETED EVENTS
- >RATES FOR NON-TICKETED EVENTS >OVERVIEW OF OTHER COSTS
- >DARK DAY (unused day during a multiple booking)
- >TECHNICAL CREW RATES >COMPLIMENTARY MARKETING
- SERVICES
- >TECHNICAL SPECIFICATIONS

COMMERCIAL RATES - TICKETED:

8am to 11pm One performance	<p>*the greater of \$1250.00 or 10% of sales net of tax & CDF (Capital Development Fund surcharge)</p> <p>CDF deducted- \$2.00 per sold ticket. 50 cents for tickets \$12.00 or under.</p> <p>non-refundable deposit of \$375.00 is due with signed contract.</p>
Additional performance on same day	\$700.00 or 10% of sales net of tax & CDF

NON-PROFIT/COMMUNITY TICKETED EVENTS:

5 hour block of time-one performance	<p>the greater of \$650.00 or 8% of sales net of tax & Capital Development Fund (CDF)</p> <p>note: CDF deducted- \$2.00 per sold ticket. 50 cents for tickets \$12.00 or under.</p> <p>non-refundable deposit of \$350.00 is due with signed contract.</p>
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additional performance same day	the greater of \$500 or 8% of sales net of tax & CDF
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Rehearsals & Technical Set-up: (time used over the 5 hour
block mentioned above)

daytime- up to 5 hour period	\$250.00
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6pm to 12am (prime time)	\$500.00
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day & evening use- 8am to 11pm	\$900.00
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NON TICKETED EVENTS:(seminars,meetings,conferences)

**This rate also applies to events in which all tickets are taken by client on
consignment**

A non-refundable deposit for full rental amount is due with your signed contract.

Commercial

Non-profit

Day & Evening: 8am - 11pm	\$1,500.00 (plus \$2 CDF per attendee)	\$1,150.00 (plus \$1 CDF per attendee)
9 hour use: 8am- 5pm or 1pm- 11pm	\$1,200.00 (plus \$2 CDF per attendee)	\$800.00 (plus \$1 CDF per attendee)
5 hour use: daytime only	\$900.00 (plus \$2 CDF per attendee)	\$550.00 (plus \$1.00 CDF per attendee)

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OVERVIEW OF OTHER POSSIBLE COSTS :

Technicians (required)	Event Liability Insurance (required)	Merchandise Commission
Equipment rentals	Credit Card charges	Socan Fee for music used
Ticket Centre Fee for ticketed events	Spotlight rental	Security for rock concerts/high risk events
	Janitorial fee	

Steinway piano and tuning	for special events

DARK DAYS: (unused day in middle of a multiple booking)

\$400.00 per dark day vs. option of move out to accommodate another client

PERSONNEL:

minimum of two technicians are required

Technical Crew	8am to 11pm	\$22.00 per hour/per technician
	after 8 hours	\$28.00 per hour/per technician
	after 11 hours	\$37.00 per hour/per technician

minimum 4 hour call and additional personnel are negotiated as required.

Double time and half charged for crew working on **Statutory Holidays**
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COMPLIMENTARY Promotion & Marketing Services

FREE LISTINGS

- Your event is listed on our website with a link to your website
- Vancouver Island Media, Port Theatre Members & **your** past ticket buyers are e-mailed your event
- Your event is listed in our "Calendar of Events" which is picked up at our Ticket Centre
- Promotional flyer can be inserted in our mailings (we limit the # of flyers inserted)

FREE MARKETING CONSULTATION

All rental clients are encouraged to take advantage of our Publicist's expertise in guiding you to the best markets for ad placement, the contacts that will benefit your ticket sales and a list of local Vancouver Island media all at no cost. *Ask for our Marketing Check List.*

For information contact:

Jennifer Wigmore , Marketing at 1.250.754.4555 or jwigmore@porttheatre.com

LIST OF TICKET BUYERS

A list of your ticket buyers' names and mailing addresses following your event can be supplied to you for future direct mailings to target your next event held at The Port Theatre.

(In keeping with the Privacy Act, names and addresses cannot be given to a third party or used for purposes other than promoting an event at The Port Theatre.)

Label printing charge:\$50 (no charge if sent to you via email)

Sagebrush Theatre - Kamloops Rates

Rates are valid until Aug 31/2011

Thank you for your interest in booking the Sagebrush Theatre. When we know more about your show and its particular needs, we will be able to better estimate associated costs. In the meantime, here is a basic listing of rental rates and other associated costs.

The **commercial rate** for up to an 8-hour period is **\$775.00 or 10% of gross ticket sales**, whichever is higher, plus GST. This rate includes a Technical Director for 8 hours, access to all equipment in the theatre (other than as specified below), Guest Services staff (including Guest Services Director, ushers, concessionaires and a parking attendant). The rental period begins when our technicians commence work to prepare for your show and ends when the theatre has been restored to its pre-show condition and our technicians have left the building. Commercial rate for a rehearsal day (no audience, no Guest Services staff required) is \$350.00. Second performance on the same day would be charged at \$450.00 or 10% of gross ticket sales.

For **professional entertainment sponsored by a non-profit society, or amateur entertainment sponsored by a commercial or non-local non-profit**, the rate is **\$550.00 or 8% of gross ticket sales**, whichever is higher, plus GST. This rate includes a Technical Director for 8 hours, access to all equipment in the theatre (other than as specified below), Guest Services staff (including Guest Services Director, ushers, concessionaires and a parking attendant). The rental period begins when our technicians commence work to prepare for your show and ends when the theatre has been restored to its pre-show condition and our technicians have left the building. Rate for a rehearsal day (no audience, no Guest Services staff required) is \$300.00. Second performance on the same day would be charged at \$325.00 or 8% of gross ticket sales.

For **Conventions, Seminars or Meetings**, the rate is **\$525.00 or \$1.50 (plus GST) per occupied seat**, per day, whichever is greater. For convention rehearsal or set-up, rate is \$260.00

For **non-profit societies**, rental rate is **\$375.00 plus GST**. For rehearsal dates, rate is \$175.00.

For **charitable organizations where no admission is being charged**, the rate is **\$90.00/hour** to a maximum of \$375.00 (plus GST). For a rehearsal day, the rate is \$50.00/hour to a maximum of \$180.00 (plus GST).

Please Note: After an 8-hour period, overtime rates will apply on the Technical Director and any additional crew.

Additional Costs

Some possible additional charges include:

Dance Floor Rental: \$200.00 (includes install and removal, and tape)

Grand Piano Rental: \$35.00

Fog Machine Rental: \$15.00/day

Dance Lighting Hang: \$100.00

For more information about theatre rates, don't hesitate to contact the Facilities Manager, Melissa Thomas at melissa@westerncanadatheatre.bc.ca or by phone: (250) 372-3216

All **ticketing** for the Sagebrush Theatre is handled by Kamloops Live! Box Office. You can reach Jan Riggs, Box Office Manager at (250) 374-5483, Monday to Saturday, Noon to 6pm, or by email: manager@kamloopslive.com.

Services

Ticketing

All ticketing for the Sagebrush Theatre is handled by Kamloops Live! Box Office. You can reach Jan Riggs, Box Office Manager at (250) 374-5483, Monday to Saturday, Noon to 6pm, or by email: manager@kamloopslive.com

Lester Centre - Prince Rupert

Lobby:

\$200 per day-up to 8 consecutive hours.
\$65 minimum charge plus \$35 for each additional hour.
\$35 for a reception immediately before or after a performance.
\$90 extra cleaning fee if food is involved.

Rehearsal Room:

32'-0" x 34'-0" Ceiling slopes 8'-0" to 18'-0", Mirrors on one wall, barres on two walls. Sprung corlon covered floor
\$35.00 Set up charge for meetings, etc.
\$22.00 per Hour or portion thereof.

Green Room:

24'-0" x 30'-0" With refrigerator, microwave, sink, 4 sofas, 3 round tables and 15 chairs
\$35.00 Set up charge for meetings, etc.
Evening; \$40 per hour
Daytime; \$26 per hour

Scene Shop:

Evening; \$40 per hour
Daytime; \$26 per hour

Convention Rates:

Ideal for conventions, meetings, seminars, assemblies, forums, etc.
Rates include facility use and normal sound and/or lighting equipment. Rates do not include anything in the special equipment fees area.
\$830 per extended day-up to 14 hours.
\$550 per regular day-up to 8 hours.
\$375 per half day-up to 5 hours.

Theatre Rates:

The following rates include a maximum of 7 consecutive hours of facility use and normal sound and/or lighting equipment for one performance. Rates do not include the rehearsal room, scene shop, or anything in the special equipment fees area.

\$750 or 15% of the gross ticket revenue, whichever is greater, plus technical crew at \$50 per person.

\$850 or 20% of the gross ticket revenue, whichever is greater, when no intermission is scheduled.

\$325 or 15% of the gross ticket revenue, whichever is greater, for each subsequent performance on the same day.

\$70 per hour or portion thereof for additional time-no audience permitted.

\$1.00 per ticket will be collected for the PAC Capital Improvement fund.

Other Services:

Photocopies	\$0.20 each	
Faxing Local		N/C
Long Distance	\$1.00 per page	
Coffee	\$8.00 per urn	
Beverage service	\$1.50 each	
ADSL		\$25.00

Altman Follow Spots \$50.00 each	16mm Movie Projector \$25.00	35mm Slide Projector \$35.00
Overhead Projector \$25.00	LCD Video Projector \$35.00	Screen \$25.00
Orchestra Pit \$150.00	Choral Risers \$25.00 each	Choral Shell \$50.00
Wireless Microphone \$35.00 each	Guitar Amplifier \$25.00	TV with VCR \$25.00
Grand Piano (Tuning Extra) \$90.00	Upright Piano (Tuning	



1375 Water Street
Kelowna, BC V1Y 9R3
250 469-8506
kelowna.ca/theatre

Rental Fees

	Discount %	2010	2011	2012
Stage (Performance Days):	0%	\$1,300.00	\$1,350.00	\$1,400.00
The rental rate is either the daily rate listed or 10% of gross ticket sales, whichever is greater, and includes 8 hours of tech time. Additional tech hours are \$35 per hour. All tickets with a value greater than \$10 the ticket buyer will be charged a \$1.25 (inclusive of GST) Capital Improvement Fee. When multiple performances are held on the same day the minimum charged will be 1.5 times the daily rate listed.				
Discounts Available to:				
SD # 23 & equivalent	40%	\$520.00	\$540.00	\$560.00
Kelowna Non-Profit Producers	50%	\$650.00	\$675.00	\$700.00
Kelowna Non-Profit Presenters	70%	\$910.00	\$945.00	\$980.00
Stage (Rehearsal Days):	0	\$260.00	\$270.00	\$280.00
Four hour minimum booking, includes theatre technician for four hours. Extra hours charged at \$35 per hour. Rehearsal Day Rates are only available in preparation for a performance. A maximum of one rehearsal day per performance will be permitted. IE, if there are a total of 3 performances, a maximum of three days will be rented in advance of the rehearsal rate. Rehearsal Day Rates are not available on Fridays, Saturdays or Sundays.				
Rehearsal Room Daily Rates:	0%	\$220.00	\$230.00	\$240.00
Rehearsal Room Rates apply to the rehearsal room only. They do not include additional equipment. The room is not to be used as a performance venue on these dates.				
Rehearsal Room Hourly Rates:	0%	\$55.00	\$57.50	\$60.00
Discounts Available (Daily/Hourly):				
SD # 23 & equivalent	25%	\$55.00 / \$15.75	\$57.50 / \$14.38	\$60.00 / \$15.00
Kelowna Non-Profit Producers	35%	\$77.00 / \$19.25	\$80.50 / \$20.13	\$84.00 / \$21.00
Kelowna Non-Profit Presenters	50%	\$110.00 / \$27.50	\$115.00 / \$28.75	\$120.00 / \$30.00
Black Box Theatre Daily Rates:	0%	\$220.00	\$230.00	\$240.00
The Black Box Rates include lighting equipment, sound equipment, tables, fridge and bar dedicated specifically to the space. Technician fees are not included. If a technician is required, the charge will be based on the union rate. Use of the black box theatre is unsupervised and includes a variety of equipment; therefore it will only be rented as a black box to regular theatre customers and well known clients.				
Lobby Rental Rates:				
Due to the increase in demand for stage rentals, the lobby will no longer be available as a standalone rental room. If it is requested by another city department and is available on short notice it will be rented at a rate of 1.5 times the technician's unionized hourly rate with a minimum rental length of two hours.				
Other Rental Fees:				
Dance floor (includes taping and use for entire performance run)		\$110.00	\$115.00	\$120.00
Dark day rate for stage		\$110.00	\$115.00	\$120.00
9' Yamaha Concert Grand (excludes tuning fee, which is added if required)		\$34.00	\$36.00	\$38.00
Other pianos are included with rental, only tuning costs will be charged (if tuning is requested)				
Extra crew - billed at union rate				
Staff overtime = 1.5 times union rate for first two hours and double time for any additional hours				

APPENDIX #10

PRO FORMA THEATRE RENTAL AGREEMENT

Pro Forma

License Agreement

NO. _____

This Agreement made this _____ day of _____, 200__

BETWEEN

ABC Theatre Company

(hereafter called the "Theatre"

AND

(hereafter called the "Licensee"

WHEREAS the ABC Theatre Company Operates the ABC Performing Arts Centre (Hereafter called the "Facility ";

AND WHEREAS the Licensee wishes the use the Facility for the purposes described hereafter;

AND WHEREAS the parties hereto covenant and agree as follows:

1. The Theatre hereby allows the Licensee to use the _____ of the Facility for the purpose of a _____ on _____(day) _____(month) _____ (date) _____(year) on the terms and conditions herein set forth and in the attached addendum(s) hereafter called "The Agreement) and the facility shall be used for no other purpose without written consent of the Theatre and the Agreement shall be carried out in a lawful, proper and orderly manner.
2. The Licensee agrees:
 - 2.1. To pay to the Theatre a basic rent of _____;
 - 2.2. or ____% of the Gross Revenue, whichever is greater; ☐
 - 2.3. To pay a deposit of _____ to be received by the Theatre together with this agreement duly executed before _____hrs of _____, 200__.
 - 2.4. To pay the balance of applicable charges due on receipt of invoice. 20% per annum compounded monthly at 2% charged on over due accounts.

- 2.5. That if at the request of the Licensee, the Theatre agrees to furnish or supply any services, accommodations, equipment or material beyond ordinary auditorium lighting, heating and air conditioning, then the Licensee shall, at the discretion of the Theatre, either:
 - 2.5.1. Pay for such services, accommodation, equipment or material forthwith upon the furnishing or supplying of same, or
 - 2.5.2. Pay for such services, accommodations, equipment or material by a draw upon the box office receipts, hereby authorized by the Licensee, or
 - 2.5.3. Pay for such services, accommodations, equipment and material in any other manner prescribed by the Theatre;
- 2.6. To pay for all stage work charges in accordance with the terms of the Agreement;
- 2.7. That all cash receipts in the Theatre box office shall be retained by or delivered to the Theatre at the end of each performance and remain in the Theatre's possession and control until such time as all rental and other charges payable hereunder have been paid in full;
- 2.8. That upon default or failure of the Licensee to pay the rental and other charges payable hereunder as and when required, or to perform and observe the terms of this Agreement, the Theatre shall be entitled to determine the License hereby granted without prejudice to the rights and claims of the Theatre in respect to any monies due to the Theatre or in respect of any other breach of this Agreement whereupon all rights of the Licensee under this Agreement shall cease and Theatre shall be entitled to retain all sums of money paid under this Agreement;
- 2.9. To pay all monies payable hereunder to the Theatre in Canadian funds by cash or certified cheque.
3. The Licensee agrees:
 - 3.1. Except as specifically provided herein, the above basic rent and all other applicable charges hereunder shall be payable whether or not the Licensee shall actually use the Facility;
 - 3.2. The Licensee may cancel the Engagement with the consent of the Theatre upon the provision of written notice to the Theatre at any time up to seven (7) days before the start of the Engagement, provided however, that in the event of such cancellation the Licensee shall forfeit its deposit as liquidated damages and the Licensee shall, in addition, pay for all applicable charges and reimburse the Theatre for all expenses that the Theatre has incurred on behalf of or at the request of the Licensee;
 - 3.3. Should the Licensee notify the Theatre of its desire to cancel its engagement less than seven (7) days before the start of the Engagement, and should the Theatre secure another Licensee satisfactory to the Theatre for the use of this Facility for the period of the

Engagement covered by this Agreement, the Theatre being under no obligation to seek such a Licensee, and should a new Agreement be entered into with that Licensee, then the Licensee hereunder agrees to pay to the Theatre the sum of One Hundred (\$100.00) dollars, or the amount of the deposit, whichever is greater as liquidated damages;

3.4. If for any reason the Licensee refuses or is unable to perform the Engagement under the terms of this Agreement, any refund of advance box office receipts to the public shall be at the sole discretion of the Theatre; and

3.5. In the event that the Facility or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike or unforeseen occurrence shall render the fulfillment of this License by the Theatre impossible, then the Licensee may forthwith cancel this Agreement and the Licensee shall pay such amounts as may be payable as aforesaid for the use of the Facility only up to the time of such termination, and in such event the Theatre shall not be liable to the Licensee for any damages suffered as a result of such cancellation.

4. The Theatre Agrees:

4.1. The Theatre shall provide ordinary auditorium lighting, heating and air conditioning, subject to unavoidable equipment breakdown, at no additional charge;

4.2. The Theatre shall make and maintain such modifications and installations in and about the Facility as will ensure compliance with all relevant statutory provisions and regulations made hereunder applicable to the occupation and management of offices and theatre;

4.3. The Theatre will provide the Facility to the Licensee in a clean and sanitary condition.

5. The Theatre reserves the absolute right to refuse, prohibit or reject any show, exhibit, activity or part thereof, including without limitation, any person, song, speech, dialogue, costume, article, conduct, printed matter, catalogue, or souvenir that in its sole opinion may offend the moral standards from time to time of the citizens of ????????, or may be considered indecorous or improper and not suitable to and in keeping with the character of the Facility as a first class theatre.

6. The Licensee agrees:

6.1. The Licensee acknowledges that it has inspected the Facility and accepts the Facility in its current state and condition for the Licensee's purpose;

6.2. The Licensee shall keep and maintain the Facility in a clean and sanitary condition at all times;

6.3. All stage work shall be done at the Licensee's expense by the employees of the Theatre for whom the Licensee shall pay applicable charges in accordance with the Theatre's schedule of rates in effect as of the date on which the work is performed. Specific changes and other arrangements for the work shall form an addendum to this Agreement.

- 6.4. The Licensee shall not install any wires, electrical appliances, plumbing fixtures or pipes in the Facility nor drive or place in any part of the Facility, nails, tacks, or screws of any kind;
- 6.5. No decorations, signs, advertisements, show bills, lithographs, posters or cards of any description shall be placed in or fixed to any part of the Facility without the consent of the Theatre and the method of placing or fixing such materials shall be as directed by the Theatre;
- 6.6. The Licensee shall not change or place any additional locks on the doors of the Facility or on any cabinet or the like owned or operated by the Theatre;
- 6.7. The Licensee shall not put up or operate any engine, boiler, motor, stove or machinery in the Facility nor use any liquid or solid substance of an explosive or highly inflammable nature, including, but not limited to camphene, kerosene, naphtha or gasoline, for either mechanical or other purposes, nor use anything other than electricity to illuminate the Facility without consent of the Theatre;
- 6.8. The Licensee shall not stage any act or performance in which fire or flame is involved without the written consent of the Fire Department and the Theatre;
7. Tickets: All tickets for admission to any activity in the Facility shall be printed and sold by the Theatre as agent for the Licensee at the Licensee's expense. Specific charges and other arrangements for this service shall form an addendum to the Agreement.
8. Concessions, Bar and Broadcast:
 - 8.1. The Theatre reserves the right to sell and retain the revenue from the sale of merchandise including, but not limited to, librettos, souvenir programs, postcards, bouquets and refreshments including alcoholic beverages; to rent opera glasses and other articles, to conduct a check room, to control printing and distribution of programs and other privileges, to take photographs for its own records and to distribute to the audience announcements and literature concerning all future attractions to be held in the Facility and the Licensee shall not engage in any of the aforesaid activities or distribute any of the aforesaid announcements or literature without the written consent of the Theatre.
 - 8.2. The Licensee shall not sell, give away or service or allow cigarettes, cigars, tobaccos, beverages, food, gum or refreshments of any kind to be sold, distributed, or served in the Facility without the consent of the Theatre;
 - 8.3. The Theatre shall have and retain the sole and exclusive right to operate all concessions in or on the Facility for the purpose of selling refreshments, including the right to sell liquor, and shall have the sole and exclusive photography, radio, television, and recording rights with respect to the Facility by the Licensee;
 - 8.4. The Licensee shall not broadcast any performance, lecture, concert or public or private meeting by radio or television, nor shall the Licensee suffer to permit reproduction of any

nature, whether by radio, television, filming, photographing videotaping or sound recording, or otherwise howsoever, without the written consent of the Theatre.

9. The Licensee agrees:

- 9.1. To conduct its activities in the Facility so as not to endanger any person lawfully therein and to exercise good care in the use of the Facility and equipment;
- 9.2. To ensure that all the Licensee's employees, representatives and agents behave in a businesslike and orderly manner;
- 9.3. to pay all salaries, wages, fees and commissions of all personnel employed by it, all royalties, authors, publishers, and composers fees, including **SOCAN** which may become payable as a result of the Engagement, as well as all assessments or taxes lawfully imposed by any government or authority;
- 9.4. That the Licensee shall not carry on or do anything or suffer or permit the carrying on or doing of anything in or upon the Facility which may render any increase or extra premium payable for the insurance of the Facility or which may make void or voidable any policy of such insurance;
- 9.5. To indemnify and save harmless the Theatre against any and all claims for injury to person or property including claims of employees, agents, patrons, guests, representatives, contractors or subcontractors of the Licensee, arising out of the activities conducted by the Licensee, its agents, employees, patrons, or guests and the Licensee agrees to carry adequate public liability and property damage insurance to cover such risk and at the request of the Theatre the Licensee shall furnish evidence of such insurance.
- 9.6. To indemnify and save harmless the Theatre from all costs, loss, damages, compensation and expenses suffered by the Theatre including riot damage and sustained or caused by the Licensee's occupation of the premises and from all claims and demands against the Theatre on account of or in respect of the Facility or such occupation thereof.
- 9.7. To keep the Theatre indemnified at all times in respect of all actions, proceedings, claims, demands and expenses whatsoever which may be made or brought against or suffered or incurred by the Theatre on the ground that any performance, play, concert, musical, broadcast, telecast, meeting, lecture or other event conducted by the Licensee in the Facility is in infringement of any rights of any other person, or is defamatory, controversial, slanderous, libelous or in infringement of any copyright or the like in connection with any such engagement or event of any kind or reproduction thereof in whole or in part.
- 9.8. That the Theatre shall not be responsible for any loss or damage, or injury that may happen to or be suffered by the Licensee or its agents, servants or properly from any cause whatsoever prior to, during or subsequent to the period covered by this Licensee and the Licensee hereby expressly releases the Theatre from and agrees to indemnify it against any and all claims for such loss, damage or injury. In particular, but without limiting the generality of the foregoing, the Theatre shall not be responsible for the loss or theft of

property belonging to the Licensee or its agents, servants, patrons, guests or employees.

9.9. That the Theatre shall not be liable to the Licensee for the loss of any money collected on behalf of the Licensee.

9.10. If, during the period of this License, the Facility or any portion thereof shall be damaged by the act, default or negligence of the Licensee or of the Licensee's agents, employees, contractors, patrons or guests, the Licensee shall pay to the Theatre upon demand such sum as shall be necessary to repair such damage.

9.11. The Licensee shall strictly observe, obey and perform all statutes, by-laws and statutory regulations relating to the Facility or to its use and, without limiting the generality of the foregoing, the Licensee shall obey all by-laws, statutes and regulations relating to fire prevention which are applicable to the Facility;

9.12. The Licensee shall comply at its own expense with all laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, municipal and other authorities, and shall obtain and pay for all necessary permits and licenses and will indemnify and save harmless the Theatre from and against all manner of actions, or causes of actions, damages, loss, costs or expenses which the Theatre may incur or sustain or be put to by reason of any neglect of the same or non-compliance therewith, and the Licensee shall, at the request of the Theatre provide proof that all permits and licenses have been acquired;

9.13. Any and all taxes imposed by federal, provincial, municipal or other authorities on admissions to the premises whether to be paid by the public or the Licensee may be paid by the Theatre to the proper authorities out of box office receipts, if any, without the Theatre becoming liable for the payment of same.

10. The Licensee shall remove all goods and chattels other than goods and chattels belonging to the Theatre, brought into the Facility by the Licensee, its agents, employees, or contractors on or before the termination or determination of this License and if the Licensee fails to do so, the Theatre may remove and store such goods and chattels at the expense of the Licensee without being liable to the Licensee for any damage to or loss of the goods or chattels during such removal or storage and may, unless the cost of such removal and storage is met in full by the Licensee within thirty (30) days, sell such goods and chattels by auction or by private sale and at such price as the Theatre deems appropriate, retaining from the proceeds the costs of removal, storage and sales and remitting the balance, if any, to the Licensee, and if there is a deficiency, the Licensee shall be liable to the Theatre for payment thereof.

11.

11.1. The Theatre, its agents and employees, shall have the right to enter the Facility or any part thereof at all reasonable hours to make repairs, alterations, or additions or for any other purpose which it shall deem necessary for the safety, preservation or improvement of the Facility and the Theatre, its agents and employees shall be allowed to take any material into the Facility that may be required to make such repairs, alterations or additions without being liable to pay any compensation or damages to the Licensee.

- 11.2. In the event of fire or other catastrophe or threat of same, the Theatre may cause the evacuation of the Facility without liability to the Licensee for damage caused by the evacuation;
- 11.3. If the Licensee is in breach of any covenant contained therein the Theatre may verbally or in writing cancel the Agreement without notice or warning and thereafter enter upon and take possession of the premises and eject the Licensee from the Facility, but notwithstanding such cancellation, the Licensee shall remain liable to the Theatre for payment of all monies owing at the time of the cancellation;
- 11.4. The Licensee shall, upon expiration of the period of this License leave the Facility in the same state and condition as at the commencement of the engagement.
12. The following seats in the Theatre are reserved exclusively for the use of the Theatre and not included in this License: ??????????????????????????????
13. The Licensee shall not suffer or permit smoking in any part of the Facility and shall not suffer or permit the transportation or consumption of alcohol or illegal drugs into or within the Facility at any time.
14. The Licensee shall not use or permit the Facility to be used for sleeping or lodging purposes.
15. The Licensee shall not bring or keep any animal or animals in the Facility or allow the same to be brought or kept in the Facility without the written consent of the Theatre. In the event that the Theatre consents to the presence and use of an animal or animals in the Facility the same shall be brought and kept therein only when required for a performance and then only during the hours when the performance and rehearsals are in actual progress.
16. The licensee shall not erect any stand, platform, railing or other structure in the Facility unless a plan or description thereof has been filed with Theatre and such plan or description has been approved by the Theatre in writing.
17. Theatre Seating:
- 17.1. The Licensee shall not admit to the Facility a larger number of persons than the seating capacity thereof will accommodate or can safely and freely move about in the Facility and the decision of the Theatre in this respect shall be final;
- 17.2. The Licensee will permit no chair or moveable seat to be or remain in the passageways and will keep all passageways clear at all times and shall not add or remove seats from the Facility without the consent of the Theatre.
- 17.3. No portion of the sidewalks, entries, passageways, vestibules, halls, elevators or stairways of the Facility shall be obstructed by the Licensee or used for any purpose other than ingress to and exit from the Facility.
18. Any public performance lasting one hour and thirty minutes or more shall be so staged as to provide at least one intermission of at least twenty minutes duration.

19. Theatre Identification:

19.1. The Licensee shall not have the right to use the name "ABC Performing Arts Centre" or any derivative thereof without the written consent of the Theatre except for the purpose of identifying the location where the Engagement shall take place.

19.2. The Licensee shall not have the right to use the Theatre logo which is a registered trademark, or photographs or facsimiles thereof or of the Facility.

20. The Licensee shall not tolerate any violence on the part of any person taking part in any Engagement in the Facility, and the Theatre may at any time eject from the Facility any person or persons who in the opinion of the Theatre is or are creating a disturbance or behaving in an objectionable or improper manner and the Licensee hereby waives any right and all claims for damages or compensation by reason of the Theatre exercising this right.

21. The Licensee may not assign any of the rights granted to it by this Agreement nor sublet or grant sublicenses in respect of the Facility or any part thereof.

22. In this Agreement any reference to the singular includes the plural and reference to the masculine gender includes the feminine and neuter genders and vice versa.

23. This Agreement shall be entered into for the benefit of and shall be binding upon the Theatre and the Licensee and their respective heirs, executor, administrators, successors and (to the extent permitted hereunder) assigns

24. No modification to amendments to this Agreement shall be binding unless made in writing and signed or initialed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and in the year first above written.

For the ABC Theatre Company:

(By Authorized Signatory)

Date: _____

For the _____:

(By Authorized Signatory)

Date: _____

Addendum to Contract # _____

Between The ABC Theatre Company
and

????????????????

Dated _____, 200__

1. Staff Provided

The rental fee shall include:

2 Technicians (Lighting Technician and Stage Carpenter) for 5 regular hours each

Additional Technical Staff charged back to the Licensee as follows:

\$_____/hour for the first 8 regular hours worked

\$_____/hour after 8 hours (up to 10 hours), any hours worked between 12 a.m. and 8 a.m.
and the first 10 hours worked on a Sunday

\$_____/hour after 10 hours worked

Technicians are to receive a 15 minute coffee break midway through their work shifts, and are to receive a one hour unpaid meal break. They can be given a 1 hour meal break if the renter is willing to pay for that 1 hour. If a meal is missed, then meal penalty begins. Under Meal Penalty, all crew rates go to 1.5 times the prevailing rate to the end of the shift or until a meal break can be taken.

1 Front of House Manager for 5 regular hours

Additional Front of House Staff charged back to the Licensee as follows:

\$_____/hour for the first 8 regular hours worked

\$_____/hour after 8 hours worked until 10 hours worked

\$_____/hour after 10 hours worked

Where applicable, all labour will be 4 hours minimum.

3. Electrical Equipment

Any Electrical Equipment being brought in to be used with the electrical power of the Facility must be CSA approved and handled by an accredited electrician. The Facility reserves the right to refuse the use of equipment not meeting said requirements.

4. Deposit

A deposit of \$ _____ with a signed copy of this contract is required by

_____,200__.

5. Goods and Services Tax

G.S.T. (7%) will be applied to all costs incurred for your booking and will be noted on your final settlement/invoice.

6. Piano Tuning

Piano tuning, if requested, will be charged to the Licensee at a cost of \$100.00 per tuning.

7. Lobby Sales

If the Licensee wishes to sell any merchandise in connection with their event, this request must be made to the Gateway Theatre Rental Manager a minimum of 24 hours before the event for approval. The Licensee must provide the seller and a ____% commission will be charged on all sales. This commission must be paid at the time of sales.

8. Ushers:

If the Licensee cannot furnish ushers then the Theatre will supply them at a cost of \$_____ per performance.

9. Ticket Services

Tickets for all events will be supplied by the Theatre. The Licensee will not print tickets or arrange for the supply of tickets from other sources.

Event Set-Up Fee	\$_____ per show
Ticket Printing	\$_____(cents) per ticket issued to Licensee
Ticket Commission	_____% of tickets sold by Theatre Box Office plus ____% of credit cards used
Complimentary Tickets	\$_____(cents) per ticket handled by the Theatre
Ticket Refunding	\$_____(cents) per ticket

The Theatre will provide Box Office staff as part of the rental fee for usual and normal Box Office hours (Monday - Friday 12 Noon to 6 pm, Saturday 2 pm to 6 pm, closed on statutory holidays). Additional hours will be charged back at \$30.00 per show, Monday - Saturday and \$_____per show for Sunday and holidays.

For the ABC Theatre Company:

(By Authorized Signatory)

Date: _____

For the _____:

(By Authorized Signatory)

(Print Name)

Date: _____

APPENDIX #11

PROGRAMMING BUDGET

Adult Programming - Variety across genres

ACCOUNT	SUBS	SHOW #1	SHOW #2	SHOW #3	SHOW #4	SHOW #5	SHOW #6	TOTAL
REVENUE		80%	60%	50%	50%	60%	50%	
Subscription Ticket Sales	56,000	9,333	9,333	9,333	9,333	9,333	9,333	56,000
Single Ticket Sales		19,800	7,000	4,200	4,200	7,000	4,200	46,400
Box Office Surcharges Subs	1,680	280	280	280	280	280	280	1,680
Box Office Surcharges Singles		360	200	120	120	120	120	1,040
Sponsorship - Series	10,000	1,667	1,667	1,667	1,667	1,667	1,667	10,000
Sponsorship - Single Show		2,500	750	750	750	1,500	750	7,000
Programme Advertising		1,000	750	750	750	750	750	4,750
TOTAL REVENUE		34,940	19,980	17,100	17,100	20,650	17,100	126,870
EXPENSE								
Subscription Tx Marketing Exp	7,500	1,250	1,250	1,250	1,250	1,250	1,250	7,500
Single Tx Marketing Exp		2000	1000	1000	1000	1000	1000	7,000
Sponsorship Exp - Series Tx	1,000	167	167	167	167	167	167	1,000
Sponsorship Exp - Single Tx		180	70	70	70	140	70	600
Programme Advertising Exp		600	600	600	600	600	600	3,600
Box Office Exp								
Part Time Staff (night of)		80	80	80	80	80	80	480
Ticket Fees - Subs								0
Ticket Fees - Singles								
Credit Card Fees - Subs	1,680	280	2,800	2,800	2,800	2,800	2,800	14,280
Credit Card Fees - Singles		594	210	126	126	210	126	1,392
FOH Exp								
Part Time Staff (night of)		300	300	300	300	300	300	1,800
Materials								0
Artist Fees								
Artist Fees		20,000	7,800	5,500	6,245	30,000	7,000	76,545
Artist Expense (Travel, Accom)		1,000	600	600	400	2,000	400	5,000
Production Costs								
Technical Staff		300	300	300	300	600	300	2,100
SOCAN Fees		874	490	406	406	490	406	3,072
Production Materials								0
Rental Equipment		150	200	200	300	1000	200	2,050
TOTAL EXPENSE		27,775	15,867	13,399	14,044	40,637	14,699	126,419
PROFIT (LOSS)		7,165	4,113	3,701	3,056	-19,987	2,401	451

Break even at approx 55-60% of gross tx sales

Notes:

Touring Artists for Series programming and presenting			
Comedy Series		Dance Series	
Arrogant Worms	4,000	Ballet Jorgen - Romeo and Juliet	
Second City	4,000	RWB (Show #5)	
Smothers Brothers (Show #1)	20,000	Toronto Dance Theatre	
Pop, Jazz, World		Classical Chamber Music Series	
Barra McNeils (show #2)	7,800	Gryphon Trio	
April Wine	6,000	Schumann Love Letters	
The Official Blues Brothers Revival	6,000	Montreal Guitar Trio	
The Nylons (Show #3)	5,500		
Downchild Blues	8,000		
Canadian Tenors (Show #4)	6,246		
Winter Harp (Show #6)	7,000		

Large Theatre - 800 seats**Adult Series**

Single Tickets priced	\$35
Comedy special	\$45
Subscription for 6	\$200
Ticket Surcharges @\$1.00	

45% of house	360
35% house	280
30% of house	240
25% of house	200
15% of house	120

Sponsorship Expense equals subscriptions for series sponsor

Sponsorship Expense equals single tickets/or series for single event sponsor

Program expense equals 800 copies at \$.75 each print costs

Credit Card fees equal 3% of net sales

Staff costs here are contract, p/t for identified hrs

Rental equipment costs might include piano tuning, dance floor rental, additional lighting kit

Family Series

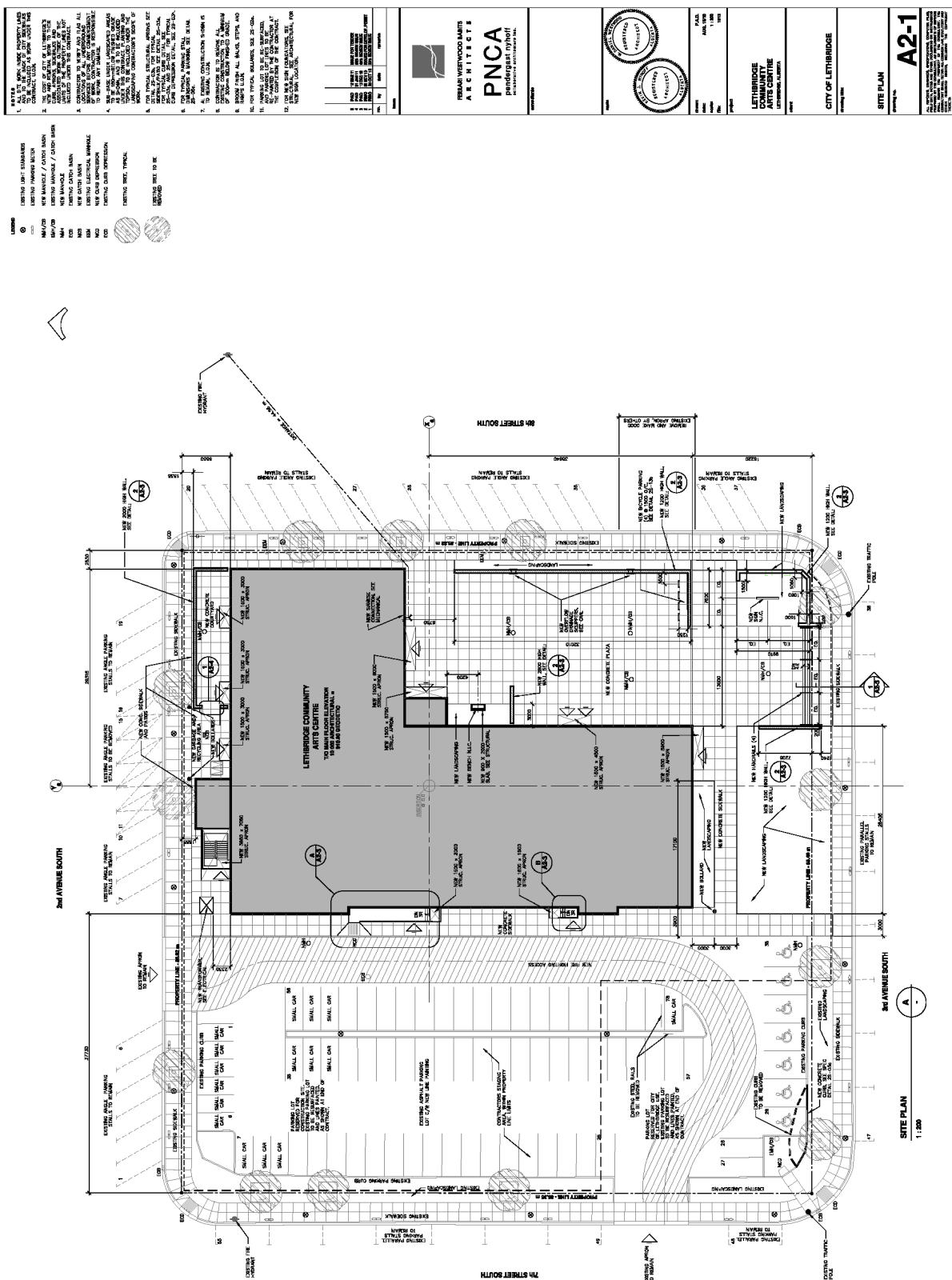
ACCOUNT	SUBS	SHOW #1	SHOW #2	SHOW #3	SHOW #4		TOTAL
REVENUE		1 perf	2 perf	1 perf	2 perf		
Subscription Ticket Sales	19,200	4,800	4,800	4,800	4,800	(subs across two shows)	19,200
Single Ticket Sales		2,063	6,875	2,063	6,875	(single tix spread across two)	17,875
Box Office Surcharges Subs	1,600	400	400	400	400		1,600
Box Office Surcharges Singles		150	500	150	500		1,300
Sponsorship - Series	2,000	500	500	500	500		2,000
Sponsorship - Single Show		500	700	500	700		2,400
Programme Advertising		300	300	300	300		1,200
TOTAL REVENUE		8,713	14,075	8,713	14,075		45,575
EXPENSE							
Subscription Tx Marketing Exp	7,500	1,875	1,875	1,875	1,875		7,500
Single Tx Marketing Exp		750	1,000	750	1,000		3,500
Sponsorship Exp - Series Tx	1,500	375	375	375	375		1,500
Sponsorship Exp - Single Tx		250	250	250	250		1,000
Programme Advertising Exp		150	150	150	150		600
Box Office Exp							
Part Time Staff (night of)		300	450	300	450		1,500
Ticket Fees - Subs							0
Ticket Fees - Singles							
Credit Card Fees - Subs	576	144	96	144	144		528
Credit Card Fees - Singles		62	206	62	206		536
FOH Exp							
Part Time Staff (night of)		300	450	300	450		1,500
Materials							0
Artist Fees							
Artist Fees		2000	7184	3000	7200		19,384
Artist Expense (Travel, Accom)		500	500	500	500		2,000
Production Costs							
Technical Staff		300	600	300	600		1,800
SOCAN Fees		205.875	350.25	205.875	350.25		1,112
Production Materials		300	300	300	300		1,200
Rental Equipment		200	200	200	200		800
TOTAL EXPENSE		7,712	13,987	8,712	14,051		44,461
PROFIT (LOSS)		1,001	89	1	25		1,115

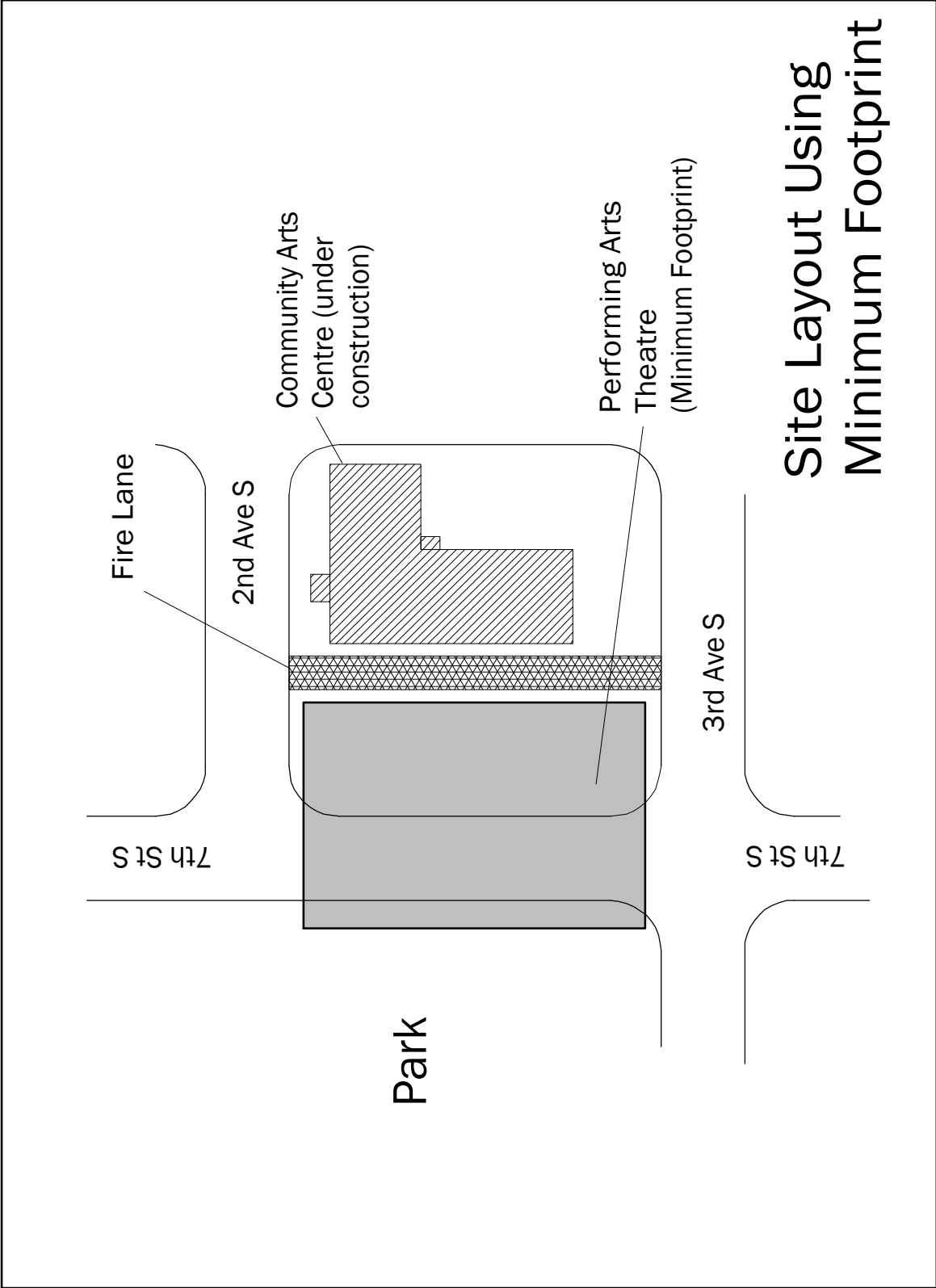
Notes:

Family Children's Series	
Single Tickets at \$12.50 for kids	
\$15 for adults	
Subscription	\$12 X 4 = \$48
Axis Theatre - King Arthurs I	2,000
Franklin the Turtle X 2	7,184
Charlotte Diamond	3,000
MRYP Rick Hansen Story	7,200
1 show = 600 seats sold	0.75
2 shows - 900 seats sold	0.5625
	0.65625
1 show - 800	1600
2 shows 1600	3200
Gross	4800
Subscrption	1600
Singles available	3200

APPENDIX #12

SITE DIAGRAM





Site Layout Using Minimum Footprint



Theatre
(Minimum Footprint)

Community Arts Centre