

Imagine Cinemas Rental Terms and Conditions

Theatre Rental Definition

1. A Theatre Rental is an event that is booked and agreed to by a client and Imagine Cinemas and paid for in full by an organizer (school, business, individual or other group).
2. Theatre Rentals pertain to films that can be acquired either by Imagine Cinemas or by the client provided that both Imagine Cinemas and/or the client have gained explicit permission from the Rights' Holder of the film to exhibit the film. Theatre Rentals can also be the agreement between a client and Imagine Cinemas to use lobby space or an auditorium for non-film related activities such as conferences, seminars, meetings, conventions, or any such similar use of space.

Client agrees to the following:

Deposits and Payment

1. Deposit of 50% of total invoice is required to book the rental.
2. Deposit must be made at the time of signing the rental agreement by both the client and Imagine Cinemas.
3. Rental space is not confirmed or held prior to the signing of the rental agreement by both the client and Imagine Cinemas and the 50% deposit has been paid by the client.
4. Deposit is non-refundable unless the client cancels the rental at least 14 days prior to the rental.
5. Client must pay the remainder of the invoice no later than 48 hours before the scheduled time of the rental.
6. Failure to complete payment at least 48 hours before the scheduled time of the rental results in a null and void rental contract and a forfeiture of the deposit in full.
7. For Per Person Rentals, client agrees that additional guests that were not included in the invoice will be charged the Per Person price that was agreed upon at the signing of the Theatre Rental Agreement.

Theatre Code of Conduct and Liability

1. **No outside food or drinks** (anything not explicitly sold from the theatre concession stand) will be brought into the theatre during the rental.
2. Failure to adhere to the strict **"no outside food or drink policy"** will result in an additional \$250.00 + HST clean-up fee due after the film has concluded.
3. No backpacks or large bags will be permitted into the theatres
4. Client's film will start at the agreed-upon time as listed in the signed rental agreement. Film will not be delayed under any circumstances, unless unforeseen Acts of God prevent Imagine Cinemas from starting the film on time.
5. Client and guests agree to follow the Imagine Cinemas Code of Conduct (can be located at <https://imaginecinemas.com/code-of-conduct/>). A copy of the Code of Conduct can be requested for review.
6. Theatre reserves the right to set the volume and light levels at the manager's discretion.
7. Client will not alter, touch, or modify the auditorium in any way. This includes seats, lights, stairs, exits, screens, speakers, walls, floor, or ceiling and any other physical aspect located in the auditorium
8. Client will not alter, touch, or modify the exterior and/or interior of Imagine Cinemas' property. This includes marquee, lobby, front doors, exits, concession stand, theatre doors, Gala Rooms and any other physical aspect located on Imagine Cinemas' property without the written consent of Imagine Cinemas.
9. Client agrees that any damage occurring to any theatre property during set-up, teardown, or in the course of the Theatre Rental is the responsibility of the Client to reimburse Imagine Cinemas monetarily.
10. Imagine Cinemas reserves the right to request the Client to secure liability insurance for the date of the Theatre Rental that includes coverage for injury, loss of life, and personal and property damage up to an amount of \$1 Million (\$1,000,000.00).

Film Procurement, Licensing, and Rights

1. If client is responsible in securing a copy of the film:
 - i. Client has written approval from the Rights' Holder that the client has been granted permission to exhibit the film.
 - ii. Client has written confirmation that the film has been rated in Ontario and/or British Columbia depending on location of the Imagine Cinemas theatre that is responsible for playing the film.
 - iii. Client is responsible that the film is converted into DCP (Digital Cinema Package) format and is properly saved to a CRU (preferable) or SSD Hard Drive.
 - iv. Client must have a DCP-ready copy of the film delivered to the correct Imagine Cinemas theatre no later than 72 hours before time of rental.
 - v. Client is responsible for the shipping fees of the film and is responsible for the drop-off and pick-up of the film.
 - vi. Client must have film either un-encrypted (preferable) or have valid license keys (KDMs) active 72 hours before time of rental and 24 hours after time of rental for every auditorium at the correct Imagine Cinemas theatre.
2. If Client does not adhere to all terms set forth in point 1., Imagine Cinemas is not responsible for quality checking the Client's film, ensuring that keys are properly active, and cannot guarantee playback of Client's film. No refund or additional complimentary showtime will be awarded.

Theatre Rental Marketing and Promotion

1. Imagine Cinemas is not responsible for the marketing of the client's Theatre Rental
2. Client agrees that marketing or promotional materials such as posters, flyers, banners, etc. cannot be posted on Imagine Cinemas' property without written consent from Imagine Cinemas. Imagine Cinemas has the right to deny any marketing or promotional material.
3. Client agrees that the logo and/or name of Imagine Cinemas or any of its affiliate names cannot be included in marketing or promotional materials without written consent from Imagine Cinemas.
4. Client agrees to a surcharge to include name of film and/or event on an Imagine Cinemas outdoor marquee. Marquee space is subject to availability and is not available at all locations
5. Client agrees that no pre-show advertisement is included as part of the Theatre Rental price. Prevailing Imagine Cinemas' advertising rates apply to secure a pre-show ad. Pre-show ad space subject to availability.

Festivals, Lobby and/or Gala Space

Festival Definition

1. A Festival is multiple screenings of various films that occur throughout a single or multiple days at an Imagine Cinemas location.
2. A Festival can either occur in one or multiple auditoriums simultaneously.

Client Agrees to the Following:

1. Lobby space or Gala Rooms (select theatres) can be reserved for an additional \$150.00 per hour. Space can be booked subject to availability. Space and number of hours must be booked at least 14 days prior to the date of the rental. Rates are rounded up to the next hour regardless of time used within that hour.
2. Client agrees that for a Festival, Imagine Cinemas will provide one complimentary hour for set-up and one complimentary hour for tear-down.
3. Additional set-up or tear-down time required by the Client will have an additional charge of \$150.00 per hour. Rates are rounded up to the next hour regardless of time used within that hour.
4. Set-up and tear-down times are scheduled at the discretion of Imagine Cinemas
5. Client agrees that no additional Imagine Cinemas' staff resources will be allocated for Festivals and that Imagine Cinemas' staff are not responsible for:
 - a. Festival ticket-taking and any usher responsibilities
 - b. The seating and crowd control of guests attending the Festival
 - c. Cleaning of the theatres allocated for the Festival

Q&A (Questions and Answers) Time-Allotment

1. A Q&A panel can be set-up provided that management determines there is enough time for a Q&A before the next scheduled film.
2. Q&A requests must be submitted with the rental application. Should additional planned time for a Q&A be needed, Client must include the time in addition to the runtime of the film in the rental application.
3. Additional surcharges may apply depending on the overall runtime of the Q&A event. An additional \$150.00 fee will apply if the Q&A runs more than 10 minutes past the scheduled end-time. Management may be forced to eject patrons from the theater should the Q&A run overtime as another scheduled film or rental may be waiting to use the space.

Length of Theatre Rental and Pricing

1. Rental times vary depending on the day of the rental, length of the film, and other content currently playing at the requested Imagine Cinemas location. Off-hour rentals (in the AM) can typically be scheduled at any start time, provided that they do not interfere with regularly scheduled programming. Typically film start times are: 12:15 – 2:00pm; 3:30 – 4:30pm; 6:30 – 7:15pm; 9:00 – 10:00pm.
2. Imagine Cinemas management reserves the exclusive right to determine what time the Client's rental will start at in the selected performance requested by the Client (1st matinee, 2nd matinee, 1st evening, 2nd evening).
3. All dates and times come with variable pricing.
4. The maximum length of a Theatre Rental is 2.5 hours for a single Theatre Rental charge. Films exceeding 2.5 hours will be charged for either two performances or an additional surcharge. Surcharge rate is variable depending on time of day and day of the week.
5. Client agrees that a Per Person rental requires that all guests entering the theatre receive both an admission and the agreed-upon concession combo package. No exceptions will be made.