

The Corporation of the Township of North Huron

By-law No. 70-2025

Being a by-law to adopt a Wingham Town Hall Theatre Rental Policy for the Corporation of the Township of North Huron

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Printing Date: October 7, 2025

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**The Corporation of the Township of North Huron**

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WHEREAS Section 5(3) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, provides that municipal power shall be exercised by by-law;

AND WHEREAS Section 224 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, states it is the role of Council to develop and evaluate the policies and programs of the municipality;

AND WHEREAS the Council of the Corporation of the Township of North Huron is desirous of establishing standards for the rental of the Wingham Town Hall Theatre to provide a fair and transparent process;

AND WHEREAS the Council of the Corporation of the Township of North Huron is desirous of adopting a Wingham Town Hall Theatre Rental Policy;

NOW THEREFORE the Council of the Corporation of the Township of North Huron ENACTS as follows:

1. That the Wingham Town Hall Theatre Rental Policy attached hereto as Schedule "A" is hereby adopted and shall form an integral part of this by-law.
2. That By-law No. 46-2024, being a by-law to adopt the Wingham Town Hall Rental Policy for the Township of North Huron be hereby rescinded.
3. That this by-law shall come into force and takes effect on the day of the final passing thereof.

Read a first and second time this 6<sup>th</sup> day of October, 2025.

Read a third time and passed this 6<sup>th</sup> day of October, 2025.

CORPORATE SEAL

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Paul Heffer, Reeve

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Carson Lamb, Clerk

# **Township of North Huron**

## **Wingham Town Hall Theatre Rental Policy**



## 1. Policy Statement

- 1.1. The Township of North Huron owns and rents/books the Wingham Town Hall Theatre ("the Theatre"), located on the second floor of the North Huron Municipal Office at 274 Josephine Street, Wingham. The Theatre is available for use by all individuals, organizations, groups, and corporations, subject to the standards established in this Policy, as well as the executed Wingham Town Hall Theatre "Rental Terms, Conditions, and Contract" document that accompanies each booking.
- 1.2. The Township of North Huron will strive to promote and encourage participation and cooperation among all groups renting this facility for Theatre purposes to the overall benefit of the community.
- 1.3. The Township will also ensure fair and consistent access to the Theatre for rentals through the implementation of this Policy.

## 2. Purpose

- 2.1. The purpose of this Policy is to establish standards and outline expectations for the rental of the Wingham Town Hall Theatre from all individuals, organizations, groups, and corporations for the rental of the Theatre.
- 2.2. This Policy is also intended to provide a consistent, fair, and transparent process for service delivery to all clients renting the Theatre from the Township.

## 3. Scope

- 3.1. This Policy applies to all rentals of the Wingham Town Hall Theatre. This shall include, but is not limited to, the management processes for facility rentals, including planning before, during, and after event usage.
- 3.2. This Policy shall also govern the preparation and execution of all bookings by the Township, including the terms and conditions established in the "Theatre Rental Terms, Conditions, and Contract" document.

## 4. Interpretation

- 4.1. Any reference in this Policy to any statute or any section of a statute shall, unless expressly stated, be deemed to be a reference to the statute as amended, restated, or re-enacted from time to time. Any references to a By-law or Township policy shall be deemed to be a reference to the most recently passed policy or By-law and any replacements thereto.

## 5. Definitions

- 5.1. **“Booking / Rental”** The process of confirming a rental time and executing the “Theatre Rental Terms, Conditions, and Contract” document, which specifies all the terms and conditions for the booking/rental.
- 5.2. **“Community Engagement Coordinator”** The employee of the Township of North Huron, who is the primary contact responsible for all Wingham Town Hall Theatre bookings.
- 5.3. **“Renting Party”** The individual, organization, group, or corporation renting the Wingham Town Hall Theatre space for events/performances.
- 5.4. **“Township”** The Corporation of the Township of North Huron.

## 6. Theatre Offerings and Rental Hours

- 6.1. The Wingham Town Hall Theatre is an accessible performance venue available for use for theatre performances by individuals, organizations, groups, and corporations based on the terms and conditions laid out in this Policy and the Wingham Town Hall Theatre “Rental Terms, Conditions, and Contract” document as executed at the time of booking.
- 6.2. The Theatre rental space available shall include:
  - The Theatre Stage Area (approximately 500 square feet).
  - The Theatre Seating Area (approximately 420 total seats, including 12 accessible seats).
  - The Green Room Area (approximately 600 square feet of space, including a kitchenette, bathrooms, and seating area); and
  - Barrier-free access via a commercial elevator on the southwest corner of the building.
- 6.3. The Township will permit bookings of the Theatre Space as described in Section 6.2 of this Policy, in accordance with the following timelines:
  - Weekdays (Monday-Friday)
    - Load In – No earlier than 12:00 pm\*
    - Sounds Checks – No earlier than 4:00 pm
    - Access to the Green Room space – No earlier than 4:00 pm

\*Note: In addition to the above timelines, the Township will permit non-intrusive Weekday bookings to load-in starting at 9:00 am. A non-intrusive booking is defined as a booking that does not require any audio/sound system testing and that does not require access to the Green Room space.

- Weekends (Saturday-Sunday)
  - Load In – No earlier than 8:00 am
  - Sound Checks – No earlier than 8:00 am
  - Access to the Green Room space – No earlier than 8:00 am
- 6.4. No rentals shall be permitted to proceed past 1:00 am.
- 6.5. All parties must vacate the premises within 30 minutes of the termination of the rental booking, or 1:00 am, whichever is sooner.
- 6.6. The Wingham Town Hall Theatre shall be closed for bookings on all statutory holidays.
- 6.7. The Township shall not be responsible for any advertising or promotion of any authorized event at the Wingham Town Hall Theatre, including the selling of tickets. The Township of North Huron does not provide these services.
- 6.8. The Township of North Huron has designated the Wingham Town Hall Theatre as a facility that will allow the service of alcohol. The consumption of alcohol will be permitted in accordance with a fully endorsed Special Occasion Permit (SOP) from the Alcohol and Gaming Commission of Ontario (AGCO), with all documentation provided to the Community Engagement Coordinator or designate. Sales and/or alcohol service will be restricted to designated areas within the Theatre to be determined in advance of the date of the event.
- 6.9. No smoking or vaping should be permitted in any part of the Town Hall Theatre facility.

## 7. Booking Process

- 7.1. The Township will maintain an internal master schedule of bookings based on the calendar year. The schedule is available for booking up to one year in advance.
- 7.2. All fees for bookings shall be paid in full by the renting party and in accordance with the Township of North Huron Fees and Charges By-law. The fees charged by the Township shall be the fees in effect at the time of the booking.
- 7.3. The rental party is responsible for contacting the Township and reserving their desired dates for booking.
- 7.4. All booking requests must be made through the Community Engagement Coordinator or their designate for the Township of North Huron.

- 7.5. A date reserved is considered 'tentative' until a signed "Theatre Rental Terms, Conditions, and Contract" document has been executed by both parties. All tentative bookings will be released after thirty (30) days. All applicable payments must be received fifteen (15) business days prior to the date of the rental.
- 7.6. Should another renting party wish to challenge a date that is tentatively booked, the original renting party has first right of refusal and must execute the "Theatre Rental Terms, Conditions, and Contract" document and pay all applicable fees within two (2) business days of the date of being notified by the Community Engagement Coordinator or designate.
- 7.7. All renting parties must:
  - Be in good financial standing with the Township of North Huron.
  - Return all necessary documentation in a timely manner, complete with payments as necessary.
  - Have a signed "Theatre Rental Terms, Conditions, and Contract" document in place before advertising sales for their performances.

## 8. Cancellation Process

- 8.1. All rental/booking cancellations shall be communicated in writing to the attention of the Community Engagement Coordinator by the rental party.
- 8.2. All cancellations shall be made in accordance with the Township of North Huron Refund Policy, as amended from time to time.
- 8.3. The Township of North Huron reserves the right to cancel bookings in the event of an emergency or situation where public health and safety are at risk. A full refund will be issued to the rental party.
- 8.4. Notwithstanding the above, the Township shall have no financial responsibility should the cancellation be due to inclement weather.

## 9. Terms and Conditions of Rental Terms

- 9.1. All other terms and conditions for a rental/booking shall be established in the "Theatre Rental Terms, Conditions, and Contract" document executed between the Township and the renting party. The "Theatre Rental Terms, Conditions, and Contract" document shall include, but is not limited to, provisions governing the following:
  - Prohibited Uses and Events.
  - Pre-Rental Inspection and Setup
  - Emergency Procedures

- Taxes and Tariffs.
- Insurance.
- Post-rental inspection.
- Fees, Deposits, and Charges.
- Cancellations; and
- Enforcement Procedures.

9.2. The provisions of the "Theatre Rental Terms, Conditions, and Contract" document shall be consistent with this Policy and may be updated from time to time by the Township.