



449 Dundas Street Woodstock ON N4S 1C2 519-539-6761
 waginfo@cityofwoodstock.ca woodstockartgallery.ca

Facility Rental Agreement

Name: _____ **Address:** _____
Phone Number: _____ **Email:** _____
Event Date(s): _____ **Event Time:** _____
Rental Space: _____ **Number of People:** _____
Event Description: _____

Special Requirements: *The Renter agrees to provide proof of insurance in the amount of \$2,000,000.00 (two million), preferably with the City as a named insured. In order to use the facility, insurance must be provided. If insurance is required it can be purchased through the City for the specified date needed.*

SUMMARY OF FEES

FACILITY:	\$ 00.00	\$50 set-up/teardown; \$60/hr (min. 2 hours); \$350/day (max. 8 hours)
KITCHEN:	\$ 00.00	\$50 flat rate includes refrigerator and stove
INSURANCE:	\$ 00.00	
STAFFING:	\$ 00.00	\$30.00 per hour (outside of Woodstock Art Gallery normal operation hours)
PHOTOCOPIER:	\$ 00.00	\$0.20 per page
TABLES:	\$ 00.00	\$1.00 per table
CHAIRS:	\$ 00.00	\$0.50 per chair
EQUIPMENT:	\$ 00.00	\$35.00 flat rate includes Video projector, TV/DVD Items require a minimum 24hr notice and may depend on availability due to other Gallery activities.

TOTAL **\$ 00.00**

30% Non-Refundable Deposit **\$ 00.00**

Note: An invoice with a complete breakdown of fees will be issued prior to payment. Any modifications following receipt of payment may result in additional charges.





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AGREEMENT ISSUE DATE

This Agreement is to be signed and accepted by both parties on or before _____ after which time, if not completed, the agreement will be null and void.

Final payment is due on or before _____.

Please see below for complete details on rental fees and payment.

RENTAL FEES

- A 30% non-refundable deposit is payable upon receipt of the Agreement. This deposit shall be based on estimated charges to be incurred during the requested rental period, and will be applied against the final balance.
- The remaining balance must be paid in full two weeks (14 days) prior to the event or the event will be cancelled.
- Payment methods accepted are: Visa/MasterCard, debit, cash, or cheque (payable to "The City of Woodstock Art Gallery").
- Payment and documentation may be mailed or delivered in person to: Communications/Facility Rentals Coordinator, Woodstock Art Gallery 449 Dundas St. Woodstock, ON N4S 1C2.
- Bookings made less than 14 days prior must pay ALL FEES in full at the time of booking.
- A minimum of one employee must be on the premises for all rentals. The Gallery reserves the right to call in another employee or Police at any time during the event for assistance, at the expense of the Renter.
- Additional staffing fees will be charged to rentals outside of regular operating hours.
- Cancellation/Change of Date Policy and Fees: In the unfortunate situation that an event is cancelled, the Renter agrees and understands that the facility has been turned down to other prospective renters. For this reason, the below cancellation fee schedule will apply:
 - Cancellations made 31 or more days before the reservation date will be charged a \$50 fee.
 - Cancellations made 30 days or less of the reservation date will be charged 30% of the rental fee.
 - Change of event date's made within thirty-one (31) days or more of rental date will be charged a \$25 fee.
 - Change of event dates made within thirty (30) days or less of your event will be charged a \$50 fee.



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TERMS AND CONDITIONS

- The facility is to be used only on the dates and hours for the purposes specified in the Agreement. Hours as specified in the Agreement include set-up and clean-up (to the time the building is locked and alarmed). It is the responsibility of the Renter to ensure that all items brought in for the event have been removed from the premises at the end of the event. Access to the building at times outside the rental date(s) and time(s) are dependent on facility and staffing availability. Staffing fees will be charged for rentals outside of regular operating hours.
- The Agreement is non-transferable.
- Requests for rentals during black-out periods will not be considered.
- The Renter is responsible for the enforcement of the terms listed herein to Gallery personnel.
- The Renter shall strictly adhere to the decisions and instructions of Gallery personnel, City employees, or Police.
- Maximum attendance shall be governed by fire regulation or as stipulated in the Agreement.
- Aisles and exits must be kept free from obstruction.
- It is mutually agreed that in the event it shall at any time become impossible, through weather conditions, breakdowns of equipment or any other case, to carry out a scheduled event or events in the facility, the City will forthwith, when such condition or cause becomes apparent, notify the authorized representative signing this agreement, or their appointee. The applicant will forthwith upon receipt of such notification, inform all concerned with the event(s). The event will be rescheduled to the next available time.
- Games of chance, raffles, lottery, or gambling in any form are forbidden unless written permission of the City is obtained.
- Rooms are not available for external fundraising activities by third parties that fall outside of the WAG's strategic, ethical or moral guidelines.

1. Technical Support/Equipment Rentals

- The Renter is required to pay the cost of all technical support services and special equipment rentals.

2. Smoking

- The entire facility is non-smoking and non-vaping. We request and will enforce strict observance of this law.

3. Alcohol

- No alcohol shall be allowed on the premises.

OR

- The Renter has been granted permission to apply to the LCBO for a Special Occasion Permit (available online at www.agco.ca).



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- The Woodstock Art Gallery requires a copy of your Special Occasion Permit no less than 5 days prior to your function. No alcohol may be brought into the facility until this copy is received.
- The Renter must comply with the Municipal Alcohol Policy for the City of Woodstock.
- Events with alcoholic beverages are subject to all existing Ontario liquor laws and must include qualified smart serve staff.
- Alcohol is NOT permitted off the premises.
- Underage drinking is NOT permitted and will result in termination of the Agreement.
- Liquor service must end no later than 11:15 PM to allow for clearing at 11:30 PM.
- All alcohol must be removed from the premises at the end of the event.
- Non-alcoholic events improperly serving alcohol, will be terminated.

PLEASE NOTE

- Insurance costs for events with alcohol vary per event type and size.
- Renters are responsible for the conduct of their guests.

4. Kitchen Rentals

- Use of the kitchen, including refrigerator and stove, may be included in facility rentals for an additional fee.
- It is the responsibility of the Renter to ensure the kitchen is left clean at the end of each night of their event. All counter, cabinet and appliance surfaces are to be wiped down, the refrigerator is to be emptied, garbage is to be bagged, and recycling is to be put in the containers provided.
- The Renter shall remove any leftover food, beverages, dishes or equipment at the end of the event.
- The Woodstock Art Gallery reserves the right to hire janitorial services, the full expense of which will be charged to the Renter, if clean-up duties are not completed to the satisfaction of The Woodstock Art Gallery Management.

5. Emergency Procedures

- All rental groups operate under the supervision and direction of the Woodstock Art Gallery personnel.
- All rental groups using the facility for a public event must receive a building tour and training session on The Woodstock Art Gallery "Fire Safety and Emergency Evacuation Procedures". At this time individuals will be assigned to specific areas where in the event of an emergency they will perform emergency duties. These individuals must remain available in the building to perform these duties until all patrons have left the event.

6. Fire Code

- No open flames may be used at any time (e.g. cigarette smoking, candles, smoke / fog effects, etc.).



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- Pyrotechnics (e.g. sparklers, flash powders) are strictly forbidden.

7. Facility Accommodation

- No more than 264 patrons (standing persons) are allowed on the 3rd Floor and no more than 120 patrons (standing persons) are allowed in the Community Gallery for any event. Fire Code prohibits anyone from sitting or standing in emergency exit areas and we will enforce strict observance of this law.
- Full facility capacity is limited to 264 persons. This number includes patrons, support staff, etc. who are on-site at any one time.

8. Works of Art and Photography

- The WAG reserves the right to change and/or remove works of art and/or display at their discretion.
- Touching or removal of artworks currently hanging on the walls is STRICTLY PROHIBITED.
- No outside artwork is permitted unless approved by the Director/Curator.
- Any damage incurred will be at the cost of the Renter.
- Still photographs of artwork in the gallery are permissible only if the intent is for personal enjoyment. Photographs cannot be used for commercial purposes, including business promotion on social media.
- Images cannot be reproduced, published, distributed or sold without the express written consent of the copyright holder of the original work.
- No flash photography is permitted in the galleries.

9. Decorations

- Renter is not permitted to affix anything including, but not limited to: walls, floors, or ceilings of rooms with nails, staples, tape or other substances, unless approved by the Director/Curator.
- **NO** celebratory tossing of any items, including but not limited to: lose confetti, glitter, silly string, rice, tissue paper, or smashing of any dishware etc.
- Helium balloons will be taken by renter at the end of the event. All other balloons will be popped and discarded at the end of rental time.

9. Advertising and Promotional Material

- All promotional and advertising materials and messages promoting the use of The Woodstock Art Gallery shall incorporate the name "The Woodstock Art Gallery".
- All advertising in connection with the use of the premises under the Agreement must be approved by the Director/Curator.



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10. Sale of Items and Goods

- The City hereby prohibits the sale of any item(s) on the premises by the Renter.

OR

- The City permits the sale of food and beverage services to patrons of the event for which the building was rented.

OR

- Agents and representatives of the Artist are permitted to sell the Artist's compact discs and any merchandise relating to the Artist in the facility during the event.

OR

- Agents and representatives of the Renter are permitted to sell photographs related to the Renter and any merchandise relating to the Renter in the facility during the event.

OR

- Event promoter may bring advertising specific to the rental for use of display at The Woodstock Art Gallery no less than 7 days in advance of the rental date. The Woodstock Art Gallery cannot guarantee a continuous display during this period.

11. Accident/Incident Reporter

- The permit holder must report all accidents/incidents no matter the significance to the staff at the front desk.
- Any accident/incident where the person(s) involved went to the hospital or where EMS was called (this includes ambulance, police and fire) MUST be reported immediately to City Security Personnel or a City Employee.

RESPONSIBILITIES

The Woodstock Art Gallery's Responsibilities

- Provide one on-site staff person for the duration of your event.
- Walk through of the facility to show the areas and supplies you have access to.
- Provide tables, chairs and portable bar (if requested) at each facility.
- Assist in answering questions and troubleshooting during your event.
- Maintain restrooms and ensure they are stocked and clean throughout the event.
- Ensure that alcohol is only consumed at events with proper permits and ensure that all alcohol stays within the facility.



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Renter's Responsibilities

- Arrive at your scheduled start time. All early drop off of items or set up must be negotiated no less than 7 days prior to the event.
- Overnight storage is not available – all belongings need to be taken with you at the end of your rental.
- Maintain control of your guests and ensure strict adherence to the Woodstock Art Gallery's policies and procedures.
- Clean up following your event, finishing before the end of your rental time.
- Rented items from outside vendors may be brought in as needed.



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CREDIT CARD INFORMATION

Any cancellations, change of date or damage incurred during rental of the Woodstock Art Gallery will charge the cost to the following credit card number. The Woodstock Art Gallery will notify you of the charge before processing.

Name on Card: _____ VISA MASTERCARD

16 Digit Card Number: _____ - _____ - _____ - _____

Expiry date: ____ / ____ **Security Code #** ____

As part of the consideration for the Municipality renting the Woodstock Art Gallery facility to me/us, I on behalf of the renting organization, its members, and myself agree to release and discharge, and to indemnify and save harmless the Municipality from and against all claims and proceedings, by whomsoever made or brought, in respect of any cost, losses damage or injury arising by reason of my/our use of the rented facilities. Without limiting the generality of the foregoing, the Permit Holder hereby agrees to indemnify and save harmless the City against all claims arising out of the infringement of royalty rights, copyright, slander or libel, which may occur as a result of a public rental, performance, or speeches.

On behalf of the applicant, the undersigned authorized representative agrees to accept responsibility for the observance of all Permit Regulations where applicable, the prompt payment of any permit fee applicable, the payment of damages to equipment and / or property arising out of the use of the City's equipment and / or property, and posting of a bond if required by the City.

Date

Agreement Holder

THE CORPORATION OF THE CITY OF WOODSTOCK

Per _____
Communications/Facility Rentals Coordinator, Woodstock Art Gallery

