

251 rue John St. Sudbury, ON P3E 1P9 (705) 675-4871 ext: 221 Fax (705) 674-3065 gallery@artsudbury.org www.artsudbury.org

Hours of Operation: Monday: Closed

Tues-Sat: 10h00-5h00 Sunday: 12h00-5h00

VENUE RENTAL CONTRACT

Lessee		
Organization:		-
Contact name of Lessee:		
Address:		_
Phone Number:		_
E-mail:		_
Date of Reservation		
Date of Reservation:		
Function:	Expected No. Guests:	
Set up time:	_	
Event Start Time:	Event End time:	
Name of Photographer (if applicable): _		_
Contact Person Day of Event:		
Phone Number:		_
E-mail:		_



Photographing Events for Internal Marketing and Communications

Do you grant permission for the AGS/GAS to photograph your event, including guests, for Marketing and Communication purposes including, but not limited to social media updates, website developments and promotional material all related to the AGS/GAS?

YES / NO		
Signature	 	
Payment Received	Date:	-
Deposit Received	Date:	-
Insurance Received	Date:	-
Special Ocassions Permit Received	Date:	-
Notes:		



The Board of Directors of the Art Gallery of Sudbury/Galerie d'art de Sudbury (AGS/GAS) views its facility as a community asset. The following articles guide the circumstances under which the grounds may be used temporarily by others and are intended to protect the Gallery's facilities, Permanent Collection and temporary exhibitions.

VENUE RENTAL (estimate based on Article 1.1)

Facility Rental Fee:	 -		
Additional Fee per hour:	 _ (\$.00 x	hours)
2 nd Attendant Fee:	 _ (\$15	.00/hou	r)
HST (13%):	 -		
Total Estimated Cost:	*		

Section 1: Rates and Fees

Article 1.1- The following categories shall be used in determining the Facility Rental Costs for the gallery spaces:

Rental Area	Resource Centre	Gallery	Two Galleries	Gallery Grounds
Attendance Capacity	15	60	120	150
Base fee (Two Hour Rental)	\$65.00	\$150.00	\$210.00	\$250.00
Additional fee per hour	\$20.00	\$50.00	\$80.00	\$60.00
Deposit*	N/A	\$100.00	\$150.00	\$150.00

^{*} See Article 1.8 to Article 1.10 for details on the deposit

Article 1.2 - Prices are subject to annual revisions on December 1st of each year but will be guaranteed sixty (60) days prior to the date of the function. Annual pricing changes will not exceed 10% of the previous year.

Article 1.3- Rental payments are subject to HST. All groups wishing to claim a tax exemption must provide appropriate verification prior to the event date.

^{*}The Total Estimated cost is only an estimate based on information supplied to the AGS/GAS, and is subject to final adjustment as determined by the AGS/GAS and the Client.



Article 1.4 – Photography can be done on the grounds with the proper paper work signed and fees paid in full before or on the day of the shoot. The cost is \$113.00 (including HST). This covers your insurance while you are on the grounds. Only couples getting married in the gallery will be able to take pictures of their event indoors. All others will be limited to the grounds.

Article 1.5 - The "Facility Rental Costs" include rental of the facility, basic security and one Facility Staff. In certain situations, a minimum of two Facility Staff will be required for any event with over 50 guests or which exceeds 4 hours in length. The need shall be determined based on the time, place, amount of guests and type of event. The Lessee is responsible to pay for the hourly rate of the second facility staff as the first is included in facility rental costs. There is a charge of \$15.00/hr for the second Facility Staff assigned.

Article 1.6-The **AGS/GAS** reserves the right to call upon fire, police or other security personnel for events at the Gallery at the expense of the **Lessee**.

Article 1.7 – As part of your rental fee you can have the use of our bar and registration tables. We also can offer the use of our 15 wooden chairs, 34 black chairs (with some paint) and 5 tables. All other needs such as glasses, dishes, extra tables, linens, or chairs are the responsibility of the **Lessee**. If any items are to be received at the gallery prior to the event, please contact Taddrick at gallery@artsudbury.org or 705-675-4871 ext 221.

Article 1.8– A refundable deposit of \$100.00 to \$150.00 may be required to reserve the date for your event payable to the "Art Gallery of Sudbury".

Article 1.9-The site must be restored as near as possible to its original condition, to the satisfaction of the **AGS/GAS** on completion of the Event. The **Lessee** will be held financially responsible for any special clean-up resulting from the event or the activity. If clean-up is satisfactory and no damages have been incurred during the event, the \$150.00 of the refundable deposit will be deducted from your final invoice or refunded to the **Lessee**. In the case of the Resource Centre, \$50.00 of the refundable deposit would be returned to the **Lessee** if clean-up is satisfactory.

Article 1.10 – In case of a cancellation within 90 days of the event date, the following charges apply

90-61 days to the event = AGS/GAS will keep 25% of the Facility Rental deposit as an administrative fee. 60-30 days to the event = AGS/GAS will keep 50% of the Facility Rental deposit as an administrative fee. Within 29 days prior to your event = AGS/GAS will keep \$100.00 of the Facility Rental deposit as an administrative fee.

Article 1.11 Unless written consent is given by the **AGS/GAS**, rental periods end for 1h00 am at the latest. A Late Stay Charge of \$50.00/30 minutes will be added to your final invoice for all events extended without written consent.

Article 1.12 – The **Lessee** will be issued an owing invoice which outlines the costs of the venue rental no later than 15 business days prior to the event. The invoice amount is payable no later than 5 buisness days before the date of the event. Make out your cheque or money order payable to "Art Gallery of Sudbury" or by cash, debit, Visa or Master Card in person.

The terms herein are hereby acknowledged and accepted and payment will be delivered to the AGS/GAS 30 days after the event.

Lessee Signature:_	
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Section 2: Conditions for Rental

Insurance

Article 2.1- The **Lessee** needs to obtain Third Party Liability Insurance of \$2,000,000 for hosting any type of event within the gallery or on the gallery grounds. The only exception to this is if you are booking Wedding Photography ONLY. You will need to provide us with a copy of the insurance 14 days prior to your event at the AGS.

Fire Safety

- Article 2.2 Fire routes must be kept clear at all times.
- **Article 2.3** No smoking will be permitted inside the Gallery building. Smokers must be 9 meters from the front/exit door as stated in Ontario Bylaw 2002-300. The **Lessee** needs to provide an ashtray for smoking guests.
- **Article 2.4-** Open flames are not permitted on the grounds of the **AGS/GAS**. Only flameless candles can be used in the gallery.

Safety of Guests

Article 2.5 – All groups using gallery facilities shall obey all published municipal, provincial and federal laws. Violations of this procedure by the group may result in the loss of scheduling privileges at the **AGS/GAS**.

Article 2.6 - The AGS/GAS is not responsible for any lost, stolen or damaged property belonging to users of the facilities.

Alcohol

Article 2.7 - In the case of an event where alcohol will be served, it is the responsibility of the **Lessee** to secure the necessary Special Occasion Permit (SOP) from the LCBO (you must apply for an SOP, 30 days prior to the date of your event). The **Lessee** must also carry Party Alcohol Liability (PAL) which is usually included within the third party liability insurance. Alcohol must be consumed only in the areas of the facilities outlined in the third party license.

Article 2.8- If serving alcohol at your event, it is the responsibility of the **Lessee** to find a bartender that has their Smart Serve Certification.

Food and Catering

Article 2.9 – Feel free to choose your own caterer. The **AGS/GAS** offers a place to do some food preparation. It includes a full size fridge, sink and counter top. The **AGS/GAS** does not permit cooking of food on site. If your caterer leaves the kitchen and/or the gallery dirty, the full deposit will be charged to the **Lessee**.

Article 2.10-The garage can only be used to receive clean and non-organic items. All flowers, food and alcohol being delivered at the **AGS/GAS** must be brought to the basement kitchen for storage prior and at the end of an event.

Article 2.11- All food and/or drink are forbidden to be stored or consumed within the gallery spaces. All food and/or drink must be discarded properly in waste bins and removed from the **AGS/GAS** building once the rental timeframe is complete.



Article 2.12- No food and/or garbage, including; dirty dishes, food heaters, coolers containing food or temporary ovens cannot be stored overnight in the **AGS/GAS** building.

Artwork and Building

Lessee Signature:

Article 2.13 - Decorating limitations must be discussed with **AGS/GAS** staff at the time the event is scheduled. No tape, glue, tacks or nails are permitted on the walls, doors, floors, ceilings, glass or stonework of the Gallery. Easels, flip charts and tack boards must be used for posting purposes. Doorways, hallways, corridors, staircases and fire exits cannot be blocked or obstructed. Any special needs for decorations, exhibits, and displays beyond the scope of this procedure must be approved in writing by the **AGS/GAS**. Decorations, exhibits and displays must be removed immediately following the event or activity, unless other arrangements have been approved in writing by the **AGS/GAS**.

Article 2.14- Products including paint, spray paint, inks and harmful chemicals including cleaning products, and aerosol cans are prohibited.

Article 2.15- If artworks that are on display and/or being stored in the AGS/GAS property are damaged during your rental contract duration, the **Lessee** will be held liable for damage costs relating to the damage. To ensure the safety of the artwork, **AGS/GAS** Staff have the right to intervene in the layout plans of the event, including the placement of tables, chairs, DJ equipment, lighting and other related items. All items and/or Guests must stay a minimum of **24 inches away from the displayed artwork**.

Article 2.16- Removing art installations or artwork from Gallery space is strictly prohibited. If the **Lessee** would like to cover a Gallery wall (bare of artwork), written permission must be granted by the Curator or the Collections Manager of the **AGS/GAS**.

The terms herein are hereby acknowledged and accepted that I am responsible for all attending the event and
the safety of the propriety of the AGS/GAS.



Section 3: Rental Agreement

Article 3.1 - All requests for the use of the venue must be submitted in the form of a contract to the **AGS/GAS** Facility Coordinator.

Article 3.2 – Our Gallery venue is reserved in the order in which requests are received with consideration being given to the size of the group, type of program, and space available. The **AGS/GAS** reserves the right to assign, and if necessary, reassign facilities to assure the safest and most appropriate utilization of the **AGS/GAS** facilities.

Article 3.3 – At any time, this Rental Agreement may be terminated by the **AGS/GAS** in the event the **Lessee** fails to perform or observe any of the following articles of this agreement. The **AGS/GAS** further retains the right to remove any personnel or property of the **Lessee** from the premise if there is reason to believe that the safety of the **AGS/GAS** property, art collection or personnel is in danger.

Article 3.4 – At any time, this Rental Agreement may be terminated by the **Lessee** proving they send written notice of the termination no less than 90 days from the date of rent. Any termination within 90 days would require cancelations fees to be paid, as stipulated in Article 1.10.

We, the undersigned, agree to the above items in accordance with the terms and conditions outlined in the Venue Rental Contract. This agreement, when signed by both parties, constitutes a binding contract between the Lessee and the Art Gallery of Sudbury | Galerie d'art de Sudbury. No changes in the terms of this contract may be made without express prior written consent of both parties.

AGS GAS Gallery Representative Signature	Lessee's Signature	
Date	Date	



Note: Signature by the **AGS/GAS** shall be regarded as acceptance by the **AGS/GAS** of the above reservation for the client's Event.