

**Arts Council of Ladysmith & District**

PO Box 2370

444 Parkhill Terrace

Ladysmith, BC V9G 1B8

[www.ladysmitharts.ca](http://www.ladysmitharts.ca)

Phone: 250-245-1252

Email: [gallery@ladysmitharts.ca](mailto:gallery@ladysmitharts.ca)



**ARTS COUNCIL**  
of LADYSMITH  
and DISTRICT

**ARTS COUNCIL OF LADYSMITH GALLERY RENTAL CONTRACT**

The Arts Council of Ladysmith and District (ACLD) supports the rental and use of the gallery space by individuals or groups.

The mandate of the ACLD is to educate, engage, create, communicate and celebrate the arts.

**Visual Arts Exhibitions**

The Contemporary Exhibit Stream is a series of monthly exhibiting opportunities, open for booking by visual artists, for eight-day periods at the end of each month.

**Live Performance Events**

The Gallery seats up to 50 people for small theatre productions, music concerts, spoken word performances and speaker series.

**Meetings and Receptions**

The Gallery is available for business meetings, lecture series or private receptions.

**RENTAL APPLICATION - "RENTER" (please print)**

Contact Name \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Mailing address \_\_\_\_\_

\_\_\_\_\_ Postal code \_\_\_\_\_

**EVENT NAME:** \_\_\_\_\_

**REQUESTED MONTH OR DATE :** \_\_\_\_\_

**Names of All Participants:**

**Description of Event:**

**Type of Event: check one per contract**

Art Exhibit

Performance Event

Meeting

**Documentations**

Yes, we have insurance.

Yes, we have submitted an Indemnification form.

## **ARTS COUNCIL OF LADYSMITH AND DISTRICT**

### **GALLERY RENTAL FEES/USE OF FACILITY**

The following gallery rental fees are subject to the conditions and policies of the Rental Agreement.

- a. A daily rental fee applies to a maximum 5-hour booking (\$75.00)
- b. A weekly rental fee is applicable to a maximum 8-day booking (\$250.00), within a period of 8 consecutive days between 11 a.m. – 4 p.m. (Monday - Saturday).

**The Rental Area includes:** the Gallery(Gym), kitchen and bathroom. It does NOT include the hallway, classroom, offices, office equipment or phones. If there are additional janitorial fees, they will be charged out at \$25.00/hour. This fee also includes putting chairs away at the end of the performance. In addition, the ACLD will provide access to the wifi if needed.

It is strongly recommended that the Renter secure insurance (3<sup>rd</sup> Party Liability) for your event. For Visual Arts Exhibitions, it is recommended that artworks are appraised and insured.

It is the responsibility of the Renter to follow all COVID-19 health protocols.

### **GALLERY VOLUNTEER AND FRONT OF HOUSE POLICIES**

A volunteer will be present whenever the Renter occupies the building.  
The hosting volunteer will be responsible for Gallery business, including gift shop sales.

The Renter must return the Gallery to its original condition at the end of the rental. The Renter is responsible for replacement or repair of any damaged furniture, linens or other properties of the Gallery.

### **ART AND TICKET SALES POLICIES**

All proceeds from art sales are retained by the artist(s). The Renter is required to provide their own payment method such as a cash float and/or Square Reader (Wi-fi is available in the Gallery). In the event that any transactions are processed through the ALCD POS terminal, then a 20% processing fee is retained from the ACLD.

For visual arts exhibitions, at least one representative must be on site at the Gallery during opening hours (Monday to Saturday, 11 AM to 4 PM). All sales for the private show are to be completed by this person or persons, and wrapping materials are to be provided by the Renter.

For ticketed events, the Renter shall supply and sell all tickets in advance at their expense.

Tickets will not be made available for sale until both parties have signed a Rental Agreement, the rental deposit has been received, and the ticket face or design has been approved by the ACLD.

For ticketed performance events, the Gallery reserves three (3) volunteer seats.

### **TECHNICAL EQUIPMENT POLICY**

The Renter is required to communicate technical requirements and production details with the Gallery no later than three weeks in advance of the rental.

Any technical equipment required in addition to the available Gallery inventory is the responsibility of the Renter.

All costs associated with rental or purchase of any additional technical equipment is the responsibility of the Renter.

The Gallery can supply, as needed:

- projector and screen
- basic music player
- padded, folding chairs
- folding tables
- easels
- display pedestals

## **PUBLICITY AND MARKETING POLICY**

The ACLD will provide limited publicity or marketing services for rental events. The Renter is also responsible for advertising, promotions and publicity. The Gallery logo may not be used without permission.

Publicity materials may include a reference to the Ladysmith Waterfront Gallery and the current location: 444 Parkhill Terrace, Ladysmith B.C.

The Gallery must approve all marketing and publicity materials before being released. This includes print ads, posters, press releases, radio ads, copy etc.

Please allow sufficient time for the Gallery to review promotional materials before they are distributed.

The Renter agrees to do nothing to cause the impression that it is acting on behalf of the Gallery in any of its contractual dealings with third parties.

The Gallery publishes a weekly e-newsletter and will make every effort to include a listing about your event (subject to deadlines and space). The Gallery will also make every effort to promote the event on our website and social media page. To this end, please provide a detailed description of your event at least 3 weeks prior to the event.

The Renter grants the ACLD permission to use the images that are provided.

## **CANCELLATION POLICY**

In the event of a cancellation by the Renter less than 3 months prior to the booking date, 50% of the rental amount will be returned to the Renter.

### **Cancellation and Unforeseen Events:**

- A. If, for reasons beyond their control, the ACLD or the renter is required to cancel this agreement, the Renter and the ACLD shall be relieved of their respective obligations. It is understood and agreed that the parties will discuss fair compensation for expenses incurred in the event of a cancellation under this clause.
- B. It is understood and agreed that there shall be no claim for damages by either party due to cancellation caused by an unforeseen event including but not limited to; inclement weather (fire, flood, earthquake, lightning, etc), societal interruptions (war, riot, strike, epidemic, civil tumult, etc.), economic interferences (explosion, power outage, etc.), or governmental interference (road closure, evacuation, etc).
- C. ACLD reserves the right to cancel this agreement, to postpone or alter the dates if deemed necessary.
- D. The Renter agrees, while operating under the terms of this Agreement, to conduct themselves in a manner that is appropriate for the venue and the audience, and shall refrain from promoting hate or violence.

## **PHOTOGRAPHS & RECORDINGS**

The Renter agrees to allow the ACLD, its volunteers, staff, and representatives to photograph or record any performance that is part of this rental and to use these materials and other materials related to the Renter's performance for ACLD promotional, marketing, archival or fundraising purposes.

## **INDEMNIFICATION**

The Renter shall indemnify the ACLD and its Directors from any and all claims against ACLD arising out of the performance of the Renter's services under this agreement.

## **GENERAL PROVISIONS**

The terms of this agreement may only be amended in writing and signed by both parties.

The laws of the Province of British Columbia govern this agreement.

## **FEE AND SCHEDULE SUMMARY**

The following is an estimate of fees based on event requirements, communicated at the time of signing. The Renter is responsible for the cost of any additional services required for the event.

Gallery rental fees \_\_\_\_\_

Additional fees \_\_\_\_\_

Total estimate \_\_\_\_\_

**Required deposit: 50% on signing of contract**, balance due by three months prior to event.

### **Schedule**

Regular Gallery hours are Monday to Saturday, 11 a.m. and 4 p.m. Evening performance timeslot is 5:30 to 10:30 p.m.

Setup Date and Time: \_\_\_\_\_

Performance Date and Time: \_\_\_\_\_

Event Take-Down/Cleanup Date and Time: \_\_\_\_\_

Additional Notes:

This shall not be considered a binding agreement until it has been signed by both parties, returned to the Gallery, and the required deposit made.

This contract has been verified and is understood to be accurate by the Renter.

This agreement is not transferable to any other group or person.

**Signed:**

**For the Gallery** \_\_\_\_\_

**Date** \_\_\_\_\_

**For the Renter** \_\_\_\_\_

**Date** \_\_\_\_\_