



Ladysmith Gallery
32 High Street
Ladysmith, BC, V9G 1A1
www.ladysmitharts.ca
Phone: 604-880-4291
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LADYSMITH GALLERY PRIVATE EXHIBITION RENTAL AGREEMENT

Ladysmith Gallery is owned and managed by The Arts Council of Ladysmith and District (Ladysmith Arts) a registered non-profit and charity. Rental and use of the Ladysmith Gallery by individuals or groups is managed by Ladysmith Arts.

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

RENTER INFORMATION

Contact Name (Renter) _____ Membership # _____

Telephone _____ Email _____

Website _____

Mailing address _____

_____ Postal code _____

Exhibition Name/ Title _____

Rental Date Range _____

Intake Date and Time _____ Outtake Date and Time _____

_____ Yes, I/we have submitted an Indemnification form. [Indemnification Form -ACLD \(wix.com\)](http://www.wix.com).

Names of All Participating Artists, Group Name and Description of Exhibition:

OUTLINE

RENTER INFORMATION	1
OUTLINE	2
GALLERY RENTAL RATES/USE OF FACILITY	3
FIG. 1 GALLERY FLOOR PLAN FOR RENTALS	4
GALLERY VOLUNTEER AND FRONT OF HOUSE	5
ART SALES	5
TECHNICAL EQUIPMENT	6
PUBLICITY AND MARKETING	7
CANCELLATIONS & UNFORESEEN EVENTS	7
Cancellation by Client:	7
Cancellation by the Ladysmith Gallery:	8
Unforeseen Events:	9
PHOTOGRAPHS & RECORDINGS	9
INDEMNIFICATION	9
GENERAL PROVISIONS	9
RATE SUMMARY	10
SIGNATURES	11

GALLERY RENTAL RATES/USE OF FACILITY

Ladysmith Gallery Rental Rates and Fees:

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

The Ladysmith Gallery is available for a 10-day rental (including set up and take down) **at a rate of \$750 for the full 10 days + applicable taxes.**

The rental is confirmed upon signature of this rental agreement on behalf of the Ladysmith Gallery and the Renter along with a booking deposit of half of the rental fee (\$375) and a damage deposit of \$200.

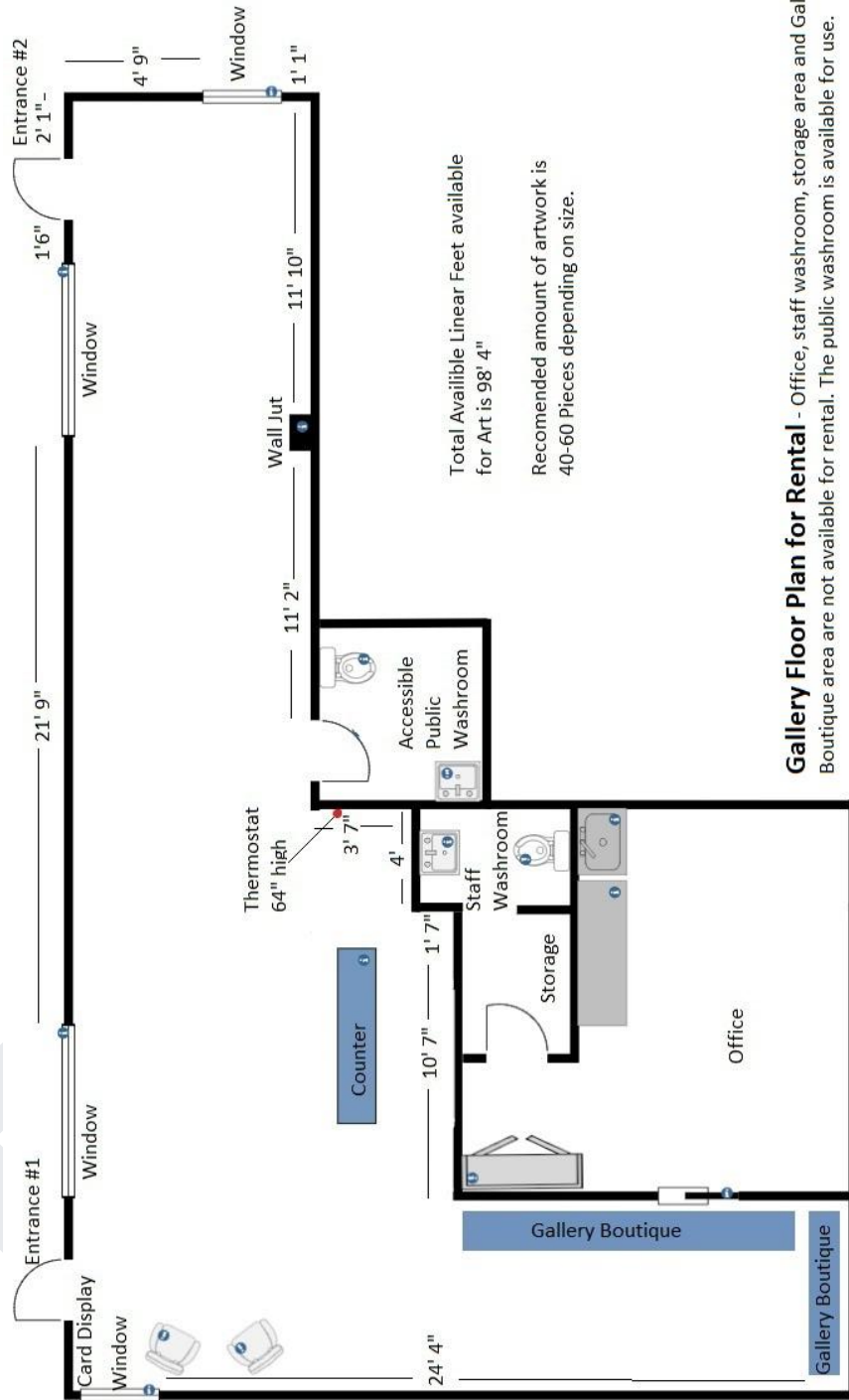
The total amount for the Rental of the Ladysmith Gallery and the rental fee of any additional items must be paid 30 days prior to the event. The fee for additional hours and any other costs incurred will be invoiced the following business day after the rental period and is payable within 5 business days.

Possible Additional Costs for the Renter:

- Additional Staff/Volunteers: \$25 per hour (requested within 45 days of rental dates).
- Extra Janitorial needs at \$25 per hour during or after rental. At discretion of Staff.
- The Renter will pay a \$200 damage deposit upon signing the rental agreement; this amount is refunded after the event if no damage is noted. If there is damage to the venue, damage to any items in our gallery boutique, or any equipment owned by the Ladysmith Gallery, the damage deposit will be used to pay to repair or purchase new items that are beyond repair. Should damage beyond this amount be incurred, the renter will pay for the clean-up and/or repair of the premises or artworks.
- Screen, projector, and set-up: \$100.
- Use of the Ladysmith Gallery Point of Sale system (POS) will incur a 20% fee, deducted from the proceeds, on all sales made.

All proceeds from art sales are retained by the artist(s), with the exception noted above. The renter is encouraged to provide their own payment method such as a cash float and/or a Square Reader (Wi-fi is available in the gallery).

FIG. 1 GALLERY FLOOR PLAN FOR RENTALS



Gallery Floor Plan for Rental - Office, staff washroom, storage area and Gallery Boutique area are not available for rental. The public washroom is available for use.

THE RENTAL AREA

The Gallery rental includes access to a public accessible bathroom. In addition, the Gallery will provide access to the Wi-Fi as needed. This Wi-Fi is not for public use. The rental area does NOT include the Gallery Boutique displays, offices, office equipment, storage rooms, staff washroom or phones. There may not be much space for cards in the card display window, and this space is not guaranteed.

The rental floor plan is in Fig. 1. Please refer to this for measurements. The available linear feet for the gallery rental is about 98 feet in total. All measurements are approximate. It is the responsibility of the renter to verify measurements if needing exact measurements for artwork. It is recommended to have 40-60 pieces of artwork for the gallery, depending on their size.

As well, there are plinths for 3D artwork (up to 10 plinths) available for use, a basic music player for CDs, small easels, and a shared area to display cards on gallery wall card shelves. It is recommended to bring in your own card stand if you have one available, as this space is not guaranteed.

GALLERY VOLUNTEER AND FRONT OF HOUSE

One volunteer or staff member will be present on-site during business hours and setup and takedown (extra volunteer or staff member may be requested 45 days in advance for a fee). Staff or volunteers will process any boutique sales and manage the Ladysmith Gallery POS System. They will also be responsible for unlocking and locking the venue. Gallery hours are subject to change based on volunteer and staff availability. Regular hours are Wednesday – Sunday 10 AM – 5 PM. Any changes to hours must be requested at least 45 days in advance and may incur additional costs.

If you would like the gallery to process payments on your behalf, please be aware of our terms surrounding this, located in “Art Sales”.

The Gallery is a retail space. No receptions allowed. There is a maximum of 30 people within the gallery at any given time. No signs or decorations are to be hung on the building or walls without prior approval.

The renter must return the Gallery to its original condition at the end of the rental period. The renter is responsible for any replacement or repair of damaged furniture or gallery property. It is the responsibility of the renter to follow any health protocols in effect by the Province of BC.

ART SALES

The renter is responsible for handling all sales related to the private show, and they are expected to provide their own wrapping materials. If the renter needs to use the gallery's POS system, a volunteer or staff member from the Ladysmith Gallery will assist them in processing the transactions and a 20%

commission will be incurred on those sales. The renter should have an inventory list on site in case a sale is processed through the Ladysmith Gallery while the renter is not on site.

In the event that the renter is unable to have a representative on site for the entire duration of the rental, they must notify the Ladysmith Gallery at least 45 days in advance. This advance notice allows the Ladysmith Gallery to arrange for an additional volunteer or staff member to be present to assist. As a safety requirement, the Ladysmith Gallery must have a minimum of two persons present at all times during the gallery's opening hours. Failure to provide the required 45 days notice may result in unexpected gallery closures. Gallery closure dates are not refundable.

TECHNICAL EQUIPMENT

The renter is required to communicate technical requirements and production details with the Ladysmith Gallery no later than 45 days in advance of the rental.

The renter is responsible for any additional technical equipment required, such as specific lighting or hanging equipment, that is not already available in the gallery inventory. The renter must communicate their needs and installation requests to the Ladysmith Gallery, who will confirm whether they can fulfill the technical equipment request or not.

The Ladysmith Gallery can assist the renter in sourcing rental equipment or provide guidance on where to purchase the required equipment. When installing the equipment, the Ladysmith Gallery will adhere to the venue's standards and work with the renter to ensure it is placed appropriately for the rental period. Installation of additional equipment must not damage any walls or the Ladysmith Gallery property. There will be a minimum cost of \$25 per hour for staff or volunteer time for the installation, and any tradesperson hired for the renter will be billed in full to the renter. This is applicable for both installation and takedown services. Any installations may require additional insurance proof from the renter.

The Ladysmith Gallery will not be held liable for any damages to the equipment during installation or removal, nor for any incidents that occur while the equipment is in their possession.

All costs associated with rental or purchase of any additional technical equipment is the responsibility of the renter. The Ladysmith Gallery will work with the renter to make sure the venue is suitable for their needs but cannot guarantee the ability to satisfy the renter's requirements. Refer to the cancellation policy for more information. It is best to start communication about rental needs as soon as possible to make sure that the Ladysmith Gallery can accommodate technical equipment requests.

PUBLICITY AND MARKETING

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

Publicity materials may include a reference to the Ladysmith Gallery and the current location: 32 High Street, 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. These should be forwarded to media@ladysmitharts.ca for approval.

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 45 days prior to the event, including a variety of images such as an image of the artist, the artist working on the art, an image of the studio where the artist works out of etc. The Ladysmith Gallery may or may not use one or all images. It is advisable to submit images with a high resolution, clear image without any blurring, cropped to the specific art works. The renter grants the Ladysmith Gallery permission to use the images that are provided.

CANCELLATIONS & UNFORESEEN EVENTS

Cancellation by Client:

A rental agreement may only be canceled by giving notice in writing to the Ladysmith Gallery. The client remains liable for payment of a cancellation fee in accordance with the following schedule where written notice of cancellation is received by the Ladysmith Gallery:

- At least 3 months prior to the event: The cancellation fee is \$50 + any applicable taxes. The damage deposit will be fully refunded.
- Less than 3 months but more than 48 hours before the rental booking dates agreed upon in this agreement: The cancellation fee is 50% of the full rental charges. The damage deposit will be fully refunded.

- Where the notice of cancellation is received 48 hours or less before the event: the Ladysmith Gallery is entitled to payment of the full rental charges. The damage deposit will be fully refunded.

Cancellation by the Ladysmith Gallery:

The Ladysmith Gallery will cancel or alter bookings as outlined below. The Ladysmith Gallery will attempt to contact the primary contact listed on this agreement. The Ladysmith Gallery will consider the cancellation or alteration acknowledged and approved by the renter as soon as one of the following criteria are met: 5 business days have passed after a voicemail was left and written notice has been sent, or once the renter was spoken to directly after written notice was delivered.

Cancellation by the Ladysmith Gallery Before Exhibition Start Date:

The Ladysmith Gallery reserves the right to refuse or cancel any booking where the requested booking or renter in the opinion of the Ladysmith Gallery conflicts with the Ladysmith Gallery, or Ladysmith Arts' mission statements and/or policies; the renter or their artwork is not suitable for the Ladysmith Gallery space; the proposed private show may be unlawful, present a risk to public safety or persons using the Ladysmith Gallery, or be contrary to public policy. The Ladysmith Gallery will not exercise this right to cancel a booking in an unreasonable manner and will provide the renter as much notice as possible. The Ladysmith Gallery shall not be held liable for any costs, losses, or damages incurred by the renter because of such termination but any deposits or down payments will be refunded.

Cancellation by the Ladysmith Gallery during Exhibition or at Setup:

If the renter engages in activities or displays artwork that promotes violence, hate speech, or any content that promotes discrimination or harm towards individuals or groups based on race, religion, gender, nationality, or any other protected characteristic, during the event or exhibition held at the Ladysmith Gallery, the Ladysmith Gallery reserves the right to immediately terminate this agreement and revoke the renter's access to the Ladysmith Gallery space. The Ladysmith Gallery shall not be held liable for any costs, losses, or damages incurred by the renter because of such termination and no money will be returned due to this type of cancellation.

Other Cancellations:

The Ladysmith Gallery and Ladysmith Arts reserve the right to cancel this agreement or to postpone or alter the dates if deemed necessary for reasons not outlined above. The Ladysmith Gallery will communicate this need as early as possible, and both the Ladysmith Gallery and the renter will be able to discuss the necessity of canceling, postponing, or altering dates. If new dates are agreed upon, a new contract must be signed to reconcile the new dates if this is the

conclusion. If the outcome is cancellation, the Ladysmith Gallery will proceed with returning all funds collected for rental agreement including deposit, extra fees and damage deposit.

Unforeseen Events:

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).

PHOTOGRAPHS & RECORDINGS

The renter agrees to allow Ladysmith Arts, its volunteers, staff, and representatives to photograph or record any part of this rental and to use these materials and other materials related to the rental for Ladysmith Gallery promotional, marketing, archival or fundraising and reporting purposes. No images of work will be used to be printed or sold. All copyrights of the work remain the property of the artist.

INDEMNIFICATION

The Renter releases the Arts Council of Ladysmith and District and event organizer, volunteers, staff and the Board of directors from any and all liability for personal injury or loss or damage to personal property arising out of their participation in an event or booking at the Ladysmith Gallery. Any reimbursement of payment is limited to the amount paid for the rental fees set out within this contract.

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.

Nothing in this agreement is to be construed as derogating or diminishing a statutory obligation, right, benefit, or other entitlement.

Each part of this agreement is separate and distinct covenants, severable one from the other and if such covenant is determined to be invalid or unenforceable, such invalidity or unenforceability shall attach only to the covenant to the extent of such invalidity or unenforceability, and all other covenants shall continue in full force and effect.

All monetary amounts mentioned in this Agreement are in Canadian Dollars.

RATE SUMMARY

The following is an estimate of rental rate and additional costs based on rental requirements, communicated at the time of signing. The renter is responsible for the cost of any additional services required for the event.

Gallery Rental, 10-day Rate	\$750
Additional Cost* details	
-	
-	
-	
Total Estimate	

*(subject to terms in rental agreement)

Total required deposit due to reserve rental dates (\$575+tax):

50% of Gallery Rental Rate on signing of contract (\$375+tax), balance and any additional estimated costs due a minimum of 30 days prior to the event. Any additional costs incurred during the rental period must be paid within 5 business days of the rental end date.

Date Balance and Additional Costs are Due: _____

100% of the Damage Deposit on signing of contract (\$200), the full amount will be reimbursed at the end of the rental agreement*.

Estimated Date Damage Deposit will be Reimbursed*: _____

*(subject to terms in rental agreement)

Ladysmith Gallery Private Exhibition Rental Agreement

Description of Cost For Gallery Rental	Date Received	Gallery Initials	Renter Initials
Total Deposit Received: \$375 +tax	Date:		
Total Damage Deposit Received: \$200	Date:		
Total Balance of Rental Rate Received: \$375+tax	Date:		
Total Additional Cost Received:	Date:		
Total Incurred Additional Costs Invoice:	Date:		
Total Incurred Additional Cost Received:	Date:		
Total Damage Deposit Returned:	Date:		

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.

SIGNATURES

Ladysmith Gallery Representative: (Printed) _____

(Gallery Coordinator or Executive Director or Board President)

Signature: _____ **Date** _____

The Renter: (Printed) _____

Signature: _____ **Date** _____