

TERMS + CONDITIONS

General

1. The Facility Rental Agreement must be signed by the renter and an authorized signer for the Penticton Art Gallery and fees paid in full by the renter before the booking is confirmed and before any Gallery facilities are used. Once an agreement is signed by the Gallery, it becomes a rental contract and invoice.
2. The Renter agrees to abide by all Gallery policies and regulations, all Provincial and Federal laws, and City of Penticton bylaws.
3. The Renter agrees to only use the facility for the purpose stated in the contract and no other.
4. The Renter must behave with civility, respecting the values of diversity, free enquiry, mutual respect and the quiet enjoyment of others in the Gallery.
5. The Gallery has the right to manage and restrict use of Gallery facilities at its discretion. Limitations on the use of facilities will be for reasons of priority of use or safety and security of persons and facilities, or to comply with Gallery policies.
6. Use of Gallery facilities does not imply endorsement by the Gallery of any activity, service, belief, organization or product.
7. Tables and chairs, within reason, are included in the facility rental. Other equipment requirements must be discussed in advance and may be subject to a deposit and rental fee.
8. The renter shall limit the scope of their activities to the room rented, unless otherwise agreed upon with the Gallery. Restrooms are always accessible to renters.
9. The renter agrees to exercise great caution and respect in Gallery spaces where artworks may be on display.

Facility Rental Fee & Other Fees

10. The facility rental fee, service fees and the damage deposit, if applicable, must be paid in full 10 days prior to the event taking place. Any other fees will be assessed after the event and invoiced as applicable. All fees are subject to GST.
11. A service fee will be charged for events that require set-up or additional services to be provided by the Gallery.
12. Custodial fees will apply where extra cleaning is required.
13. Additional security costs will apply for some events, as determined by the Gallery.
14. Booking requests that require additional security, set-up and/or custodial services need to be made no less than seven (7) days in advance to ensure services are available and can be coordinated.
15. The Gallery's facilities must be left in a damage-free condition. The renter will be charged for any damage incurred to Gallery facilities and/or equipment and this will include the interior and exterior of the building and grounds. The renter may be requested to pay the Gallery a damage deposit, in the amount determined by the Gallery. The Gallery may deduct from the damage deposit all amounts payable by the renter to the Gallery under this agreement which remain outstanding. If there is any amount of the damage deposit remaining after deduction of those charges/fees, the Gallery will reimburse that remainder to the renter. Damage deposit amounts will vary depending on the type of event. In some cases, a surety bond and or evidence of insurance coverage will be required.

Cancellations

16. Cancellations must be received in writing, either delivered in person or by e-mail, 10 business days prior to the event date. If a cancellation is not received within the required time the renter is responsible for the costs of services already performed, or contracted for, to prepare for the event. Such costs may be deducted from the damage deposit or charged directly to the renter.

17. The Gallery's operational needs take priority for facility use. In the event the rental causes or may cause significant interference with the operations of the Gallery, this agreement may be terminated by the Gallery on short notice by the Director or Administrator. If this occurs, the Gallery will endeavor to find alternate space. If suitable alternative arrangements cannot be made, the renter will be granted a full refund of all fees. The Gallery assumes no further responsibility or liability in the event of such cancellations.

Insurance & Indemnification

18. Except to the extent caused by the negligence of the Gallery, the renter shall indemnify and hold harmless the Gallery and any of its officers, employees, servants, agents, contractors and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the Gallery by the renter and any of its officers, employees, servants, agents, contractors and volunteers.

19. The renter hereby agrees to waive all rights of subrogation or recourse against the Gallery with respect to the use or occupation by the renter of the premises.

20. The Gallery shall not be held responsible for any items lost or stolen during the use or occupation of the Gallery's facilities.

21. The renter shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licenced in British Columbia: commercial general liability insurance coverage of two million dollars (\$2,000,000) is required and is the responsibility of the renter.

22. If requested by the Gallery, the renter shall provide the Gallery with evidence of all required insurance no later than 14 days prior to the renter's event. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the College, the renter shall provide certified copies of required insurance policies.

Emergency Contacts

23. There is no first aid attendant on site. All incidents must be reported immediately to Visitor Services, who can call for emergency services or provide first aid supplies as needed.

24. It is expected that renters will exercise common sense in their activities and ensure the safety of participants or attendees.

Access

25. Renters only have access to the rented facility during rental times as indicated on the first page of the Facility Rental Agreement. It is expected that renters will arrive on time and vacate promptly. The renter must be present on-site prior to event participants. The renter must supervise the entrance and adjacent areas to ensure that unauthorized persons do not enter the facility. The renter shall also ensure that the

participants of their function remain within the confines of the facility rented and vacate the premises promptly.

26. All decorations are to be non-damaging to the facility, and are to be put up and removed within the timeframe agreed upon in the rental contract. The Gallery does not store decorations, supplies or equipment for renters.

27. Any deliveries of event equipment or supplies are to be confirmed in advance with the Gallery.

Signage & Advertising

28. Signs advertising the event that are to be posted on Gallery property must be stamped for approval by Visitor Services and/or the Administrator. Visitor Services and/or the Administrator will determine where signs can be posted at the Gallery. The renter is responsible to remove any signage posted at the Gallery immediately after the event.

29. The Gallery's logo may be used on posted advertisements only with prior written consent from the Director or Administrator.

30. If advertising in the media, the renter must state in the ad that the event is "not affiliated with the Penticton Art Gallery," unless prior written consent has been obtained from the Director or Administrator. Misuse of the Gallery's name or logo will, at a minimum, result in a cancelation of the rental, loss of access to facility rentals, termination of this agreement and forfeiture of all fees.

Parking

31. Parking in the Gallery parking lot is free year-round.

Catering

32. Catering arrangements are specific to the space rented. Please request information regarding catering, if required.

Alcohol, Gaming & Smoking

33. Renters must comply with the Gallery's Alcohol Serving and Consumption Policy.

34. Applications for a Special Occasion Licence can be obtained through the BC Liquor Distribution Board at <https://specialevents.bcladb.com/>. No alcohol is allowed anywhere on Gallery premises without the proper licence. A copy of the renter's licence to serve alcohol must be provided to the Gallery prior to the event. Those serving alcohol must be in possession of a Serving It Right certificate, and the certificate must be present at the event.

35. The renter must provide food and water to participants when serving alcohol, to mitigate the effects of alcohol consumption.

36. Where gambling is part of the event, the renter must apply for the appropriate gaming licence through the Ministry of Finance, Gaming Policy and Enforcement branch. A copy of the gaming event licence must be provided to the Gallery prior to the event taking place.

37. Smoking, including vaping, is only allowed in outside the Gallery building, no closer than six (6) metres from doorways. The Tobacco and Vapour Products Control Regulation sets a six metre zone around all doorways, air intakes and open windows to any public and work places in B.C.

Music

38. If music will be played during the rental period, the Gallery will work with the renter to determine an appropriate volume.

39. SOCAN fees (music copyright) will be charged at the going rate.

Wi-Fi

40. Access to the internet may be available by requesting a visitor login from Visitor Services when completing your booking request.

Sales

41. Any commercial sales or contracts to sell any goods or services are subject to approval by the Director or Administrator.