



**Winkler Arts and Culture Centre
Rental Agreement**

Name of Renter/Event: _____

Email: _____

On this date: _____ permission is hereby granted by the Winkler Arts and Culture Centre (hereinafter, **WAC**) to: _____ hereinafter, **Renter**) to use and occupy the arts and culture centre for the following and for no other purpose:

1. **USE DATE:** Use of the rented space shall begin no earlier than _____ on _____ and end no later than _____ on _____. Personal items may not enter the building before the appointed day and time and all items must be removed by 11:59pm the day of the rental. Failure to do so may result in additional rental charges.

2. Details: (please fill in this information if possible)

Event name and description: _____

Timeline of activities:

Doors open to the public: YES _____ NO _____

Event start time: _____ **Event end time:** _____

Other Comments: _____

3. **DEPOSIT:** *Renter* agrees to pay \$250.00 deposit which will be refunded only if the premises are left in a satisfactory state once the rental term is complete. The deposit must be submitted with the return of this signed contract by cheque, payable to Winkler Arts and Culture. If the event is cancelled within 24 hours of the rental date because of inclement weather, an alternate date will be offered and the deposit will be held until after the event is complete. If cancellation occurs within one week of the day of the rental, the deposit will be refunded, minus a \$100 administration fee. If cancellation occurs between receipt of the contract and one week of the event, the deposit will be refunded, minus a \$50 administration fee.
4. **RETURN OF CONTRACT:** Dates requested by the *Renter* are not considered firm until the *General Manager* approves the event and the Renter returns the signed contract and deposit.
5. **PREMISES:** It is agreed that the *Renter* shall take the premises as he or she finds them (this includes returning tables, chairs, etc to their original location) and further that WAC assumes no responsibility for any property placed in the *Facility*.
6. **VENUE RENTAL:** *Renter* agrees to pay WAC for the use of the *Facility*, the sum as to be determined per Schedule Exhibit "A".
7. **INSURANCE:** RENTER SHALL PROVIDE LIABILITY INSURANCE OF \$1,000,000 FOR ITSELF AND ALL OF ITS PARTICPANTS. **The Renter shall provide WAC with a certificate of insurance no less than 30 days before the scheduled rental.** WAC must be given notice of cancellation/modification of the insurance. For information, please contact Rob Suderman at MIG Insurance (204) 325-6777 or rsuderman@miginsurance.ca
8. **SERVICES PROVIDED:** All expenses incurred by WAC will be billed to the *Renter*. A detailed list of service and rental options is enclosed as Exhibit A
9. **DAMAGES:** *Renter* shall be responsible for the payment of any and all damages to the building, furnishings, fixtures, or equipment whether caused by *Renter* or his/her employees, agents, representatives or guests. Damage to the premises shall be at the expense of the *Renter*.
10. **STAFFING/SECURITY:** WAC shall secure and the *Renter* shall pay at the rates included in the attached Exhibit A, all necessary staffing, including security.
11. **DONATIONS:** No collections of donations or solicitation whether for charity or otherwise, shall be made, attempted, or announced on the premises without prior written approval of the *General Manager*.

12. **SEATING CAPACITY:** Persons will **not** be permitted inside the **premises** in excess of the established capacity. (200)
13. **CONTROL OF BUILDING:** WAC shall be at all times under the control of the **General Manager**. The manager will conduct regular inspections to ensure that all exit doors and corridors are clear and that sightlines are not obstructed. Renter must abide by all requests to move tables, displays, etc.
14. **DEFAULT:** Should the **Renter** default in the performance of any of the terms and conditions of this contract, the **General Manager** at his/her option, may terminate the same. Any deposit made by the **Renter** to the **Centennial Concert Hall** shall be retained and considered as liquidated damages.
15. **Merchandise Sales:** WAC retains exclusive rights concerning the sale of programs, novelties, souvenirs, mementos, merchandise and advertising materials sold within the **building**. A client group may conduct lobby sales of souvenir merchandise, including video tapes and audio recordings in which case, WAC shall collect a **10%** commission on the sale price of each item sold, excluding cd's. WAC staff must be given advance notice of any merchandise sales. Merchandise must be available for an inventory count no less than two hours before the doors open to the public.

ALCOHOL SERVICE: Alcoholic beverages are not allowed at the building without permission of the **General Manager**.

The right to sell or serve alcoholic beverages and/or concessions is held by the Facility. If you wish to have beverage service, please relate that to the manager.

23. **FORCE MAJEURE:** If WAC or any part is destroyed or damaged by fire, the elements, mob, riot, or for any reason is rendered unfit for occupancy either prior to or during the event, or if the **facility** is unable to give the **Renter** possession of the **Facility** during the event because of national or local emergency, calamity, epidemic, strike or war, this agreement shall be suspended for the period during which the premises cannot be occupied, the **Renter** or, in the **management's** sole discretion, the **arts and culture centre** may terminate this Agreement and return to the Renter any advanced or unaccrued payments, less Reimbursable Expenses, without any further liability or obligation by the **venue**.
24. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties. No representation warranties, conditions or agreements shall be binding on the parties unless incorporated in this Agreement any attached exhibits. This Agreement may not be amended except by a writing signed by the parties.

Renter Signature

Date

General Manager
Winkler Arts and Culture Centre

Date

Schedule Exhibit "A"

Rates

**Gallery 1 and entrance
(Does not include the upper level)** \$400.00/day

Gallery 2 only \$100/day

Classroom only \$50/day

Staff

Security/Acting Manager \$25/hour

Technical \$30/hour

PA system rental \$50/day