

Building Rental Application Form

For Corporate Only:

Company Name: _____

Contact Name: _____

Position: _____

Contact Method: _____

Are you a non-profit organization?

Yes ☐

No ☐

For Personal Use Only:

Primary Contact Name: _____

Contact Method: _____

2nd Contact Name: _____

Contact Method: _____

Event Name: _____

Event Type: _____

Event Start Date/Time: _____

Event End Date/Time: _____

Details: _____

Is this a free event? _____

Is this a public or private event? _____

Are you serving alcohol? _____

Please note: It is the renter's responsibility to apply for a liquor license. WA+C is a licensed facility but only on the sales/distribution of alcohol from WA+C sponsored events

Does your company have 3rd Party Liability Insurance? _____

Timeline: _____

Are you needing access to the facility earlier than your scheduled event? (preparation, set-up, etc)?

This may be subject to an additional charge. Please discuss with the Executive Director if you are needing additional preparation time

Special Requests: _____

On this date _____ permission is hereby granted by the Winkler Arts and Culture Centre (hereinafter, WA+C), to _____ (hereinafter, renter) to use and occupy the Arts and Culture Centre for the following and for no other purpose. Use of the rented space shall begin no earlier than _____ and end no later than _____. 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 fees.

Renter's Name (Printed): _____

Renter's Signature*: _____

Date: _____

**By signing, the renter agrees to the rental rules, and rates as listed on the next page.*

Completed forms can be submitted by email to admin@winklerarts.com, by mail (547 Park Street, Winkler MB R6W 1B2), or in person *same address*

Office Use Only:

DEPOSIT ☐ INSURANCE ☐ SERVE. CERT. ☐

Application Status: FINAL PAYMENT ☐

APPROVED DENIED PENDING

Notes:

Executive Director:

Building Rental Rules/Rates

Deposit - \$250

Renter agrees to pay \$250 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, cash, or credit. Cheques must be payable to Winkler Arts and Culture.

The cheque will not be held, but will be deposited, and refunded via cheque at the time the deposit is to be released. The amount can also go towards the rental balance if the renter requests.

In the event that the event is cancelled within 24 hours of the rental date (because of inclement weather), an alternative date will be offered and the deposit will remain with WA+C until after the event is complete. If cancellation occurs within 1 week of the day of the rental, the deposit will be refunded minus \$100 administration fee. If cancellation occurs between receipt of the contract and one week of the event, the deposit will be refunded minus \$50 administration fee.

Return of Contract

Dates requested by the renter are not considered firm until the renter has returned the application with the \$250 deposit and the Executive Director has approved the event.

Premises

It is agreed that the renter shall take the premises as he or she finds them (this includes returning tables, chairs, etc. to its original location), and further that WA+C assumes no responsibility for any outside property placed within the facility.

Venue Rental

Renter agrees to pay WA+C for the use of the facility, the sum as to be determined by Renters Rates. Any adjustments to these fees are at the discretion of the Executive Director, and will be adjusted in detail justifying the change in fees.

Insurance

Renters must provide liability insurance of \$1,000,000 for itself, contents, and participants. The renter shall provide WA+C with a certificate of insurance no less than 30 days before the scheduled rental, unless otherwise arranged with the Executive Director.

Corporate bookings may provide a 3rd Party Liability Insurance.

For more information, please contact Andrew Dueck @ Westland Insurance in Winkler. 204-325-6777

Services Provided

All expenses incurred by WA+C will be billed to the renter. This includes replacement of water (water jug), use of drinks, replacement of broken or used WA+C owned supplies, etc) in addition to any of the rental rates noted at the bottom of this page.

Damages

Renter shall be responsible for the payment of any and all damages to the building, furnishings, fixtures or equipment whether caused by the renter, or his/her employees, volunteers, agents, representatives, or guests. Damage to the premises shall be at the expense of the Renter. Documentation and notice of damages will be made by WA+C to the renter before the deposit is returned.

Staffing/Security

WA+C shall secure and the renter shall pay at the rates found under the "Rental Rates", all necessary staffing including security. WA+C will provide opening and closing procedures to the renter. It is the renters responsibility to ensure that the facility (all doors) is locked at the end of the event.

Donations

No collections of donations or solicitations whether for charity or otherwise shall be made, attempted, or announced on the premises without prior approval of the Executive Director.

Building Capacity

Persons will not be permitted inside the premises in excess of the established capacity of 200 persons. The main gallery can seat 60-70 comfortably. It is important to note that if the renter is serving alcohol, they must abide by the capacity limits set out by the LGCA (Liquor, Gaming, Cannabis Authority of Manitoba). Limits are updated on a regular basis and are noted at the entrance of WA+C.

Alcohol Service

Alcohol beverages are not permitted in the building without authorization from the Executive Director. The right to serve alcohol beverages and/or concessions is held by the facility. If you wish to have alcoholic beverages served, please speak to the Executive Director prior to signing this agreement.

Control of the Building

WAC shall be at all times under the control of the Executive Director. The Executive Director is permitted to conduct regular inspections to ensure that all exit doors and corridors are clear and that all sight lines are not obstructed. Renters must abide by all requests to move tables, displays, etc

Default

Should the renter default in the performance of any of the terms and conditions of this contract, the Executive Director at his/her option, may terminate the same. Any deposit made by the Renter to the Winkler Arts and Culture shall be retained and considered as liquidated damages.

Merchandise Sales

Winkler Arts and Culture retains exclusive rights concerning the sale of programs, novelties, souvenirs, momentos, merchandise, and advertising materials sold within the building

A client group may conduct lobby sales of souvenir merchandise, including video and audio recordings, in which case WAC shall collect a 10% commission on the sale price of each item sold, excluding cds.

WAC staff must be given advance notice of any merchandise sales. Merchandise must be available for an inventory count no less than 2 hours before the doors open to the public.

Public Safety and Conduct:

The renter is solely responsible for the conduct of all participants and attendees. Winkler Arts and Culture Centre Inc. assumes no liability for disputes, protests, or acts of violence arising from or related to the event. The renter agrees that the event will not promote hate, discrimination, or incitement against any group or individual. If, at any time, the event is deemed to present a security or reputational risk, Winkler Arts and Culture Centre Inc. reserves the right to cancel or terminate the booking without refund.

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 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 Executive Director's sole discretion, the arts and culture Centre may terminate this agreement and return the renter any advanced or unaccrued payments, less reimbursement payments, without any further liability or obligation by the venue.

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.

RENTAL RATES (+ GST):

<u>Package Type</u>	<u>COST:</u>
Basic Rental Package - See website for details	\$400 (Full Day)
Half Day is 0-4.5 hours	\$250 (Half Day)
	\$100/hr
Wedding Package - See website for details	\$600 (Full Day)
Half Day is 0-4.5 hours	\$400 (Half Day)
No hourly rate	
Social Event Package - See website for details	\$800 (Full Day)
Half Day is 0.4.5 hours	\$500 (Half Day)
No hourly rate	

STAFF/EQUIPMENT:

<u>STAFF/EQUIPMENT:</u>	<u>COST:</u>
ON SITE SUPPORT/SECURITY	\$25/HOUR
TECHNICAL/SOUND SUPPORT	\$30/HOUR
PA SYSTEM RENTAL	\$50/DAY
BARTENDER WITH SAFE SERVE LICENSE	\$50/HOUR
SETUP/CLEANUP FEE*	\$100/DAY

*Setup/Cleanup Fee will be added to the rental cost if WAC is responsible for moving tables/chairs, gallery wall art, etc. It is the Renters responsibility to ensure the rental is left the way it was provided to them. If the facility is not left in the same condition in which it was provided, WAC has the right to withhold a minimum of \$100 fee from the deposit provided.