

**SOUTH DELTA ARTISTS GUILD
LONGHOUSE RENTAL AGREEMENT FOR 2016**

The South Delta Artists Guild hereby grants _____ (hereinafter called the "Licensee"), represented by _____, has permission to use the Facility or a portion of the Facility as spelled out below, known as the South Delta Longhouse , subject to the Terms and Conditions of this Permit as contained herein and attached hereto, all of which form part of this Permit.

LICENSEE DETAILS

Name of Group

Name of Contact

Address

City

Prov

Postal Code

Phone

Fax

604-

Email

Insurance Checked by:

(Insurance can be emailed to address below)

Gloria Malaka can be reached at: 604-952-4003 and the contract can be emailed to glo3@telus.net

The parties hereby agree as follows:

CONDITIONS OF USE

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1. All rules and regulations for use of this facility are to be followed as outlined below.
 2. **ALCOHOL BEVERAGES:** No alcoholic beverages are to be dispensed, sold or consumed in the Facility(ies) at any time unless specifically provided for in Terms & conditions - Section 8 of this Permit.
 3. **Safety:** It is the responsibility of the Licensee to inspect the Facility prior to the commencement of an event to ensure that the facility is free from Hazards.
 4. The Licensee must familiarize themselves and their group with the fire plan for the building and the room they are renting. The Smoke Free Zones will serve to restrict smoking within 10 meters of entrances and windows.
 5. The occupancy limits must be followed for each room. Limit 50 for workshop and 100 for gallery.
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Date and Times of Use: # of Bookings Date : _____ # People: 20 - 100

Facility	Day of the Week	# of Sessions	Start Time	End Time	# Hours	Fee@	Kitchen Fee	Total Due
Gallery								

Payment Method:

Payment to be made in advance of the use of Facility(ies) by cheque or Credit Card

Payment Made By:	
Total Fees:	
Amount Paid:	
Balance Due:	

Monthly booking charges due according to the following schedule.

Dates: 2016	
\$ Amount:	\$

The undersigned has read, understands and, on behalf of the Licensee, agrees to be bound by this Permit and the Terms & Conditions contained herein and attached hereto; and hereby warrants and represents that he/she executes this Permit on behalf of the Licensee and has sufficient power, and authority and capacity to bind the Licensee with his/her signature.

Per: _____

Per: South Delta Artists Guild

Name: _____

Name: Ms. Gloria Malaka

Title: _____

Title: **Scheduling Chair**

Date: _____

Date: _____

Licensee _____

South Delta Artists Guild _____

BUILDING ACCESS

The Licensee will have access to the building with the assistance of a SDAG member who will open and close the facility.

TERMS AND CONDITIONS

In Consideration of the permission granted in the attached Permit, the Licensee agrees to be bound and abide by the following terms and conditions.

1. An adult person or persons duly authorized as agent of the Licensees and designated in the Permit shall, throughout the term of this Permit, have authority over, be responsible for and remain with those persons using the Facility by permission granted in this Permit hereinafter called the "Participants" and shall take all reasonable actions necessary to ensure the Facility is left undamaged and in a clean and tidy condition.
2. All artwork must remain in place, and all plinths and displays must remain intact.
3. The Licensee is responsible for opening and closing the building, including de-activating the alarm on arrival, and resetting it on departure if agreed above. You are responsible for the behaviour of all persons attending your session(s). The alarm and door codes may be provided to the designated Licensee for the sole purpose of opening and closing the facility during their use. At no time is this code to be shared with any participants. These codes may be changed from time to time; the Facility Scheduler will present new codes to the Licensee. It is the responsibility of the Licensee to be the first to arrive, and open the building using the code provided, and de-activate the alarm before allowing entrance of any participants. At the end of each session, the Licensee must ensure all lights are turned off, all windows and doors are closed, and all participants have left the building before re-activating the alarm and leaving the building last, ensuring the door is locked. One time only renters will not be provided with the code. An Artist Guild Member will act as a volunteer to open and close the building. The Artist Guild Member will not be responsible for cleaning the building, but will accept your building condition report that will be signed by the Licensee before they leave the building. It is the responsibility of the Licensee to remain in the building and ensure the safety of the Facility until the Artist Guild member arrives at the designated ending time of the event for the inspection and lock up.
4. Set-up /take down of tables and chairs is the responsibility of the user. Tables and Chairs must be returned to the positions in which they were found, and all table coverings must be replaced on the tables. Please leave gallery and kitchen area clean and tidy. All garbage must be removed from the premises. Chairs may be stacked in the storage room no more than 6 high.
5. Person(s) or groups using the Facility and equipment located on the Facility do so entirely at their own risk. If a Participant or member of the public suffers injury, loss

or damage caused by a Participant or another member of the public during the use of the Facility, South Delta Artists' Guild is not liable. The person(s) or group using the Facility is responsible for the Facility and all persons who enter the Facility and all their activities and actions during the time allotted on the Permit.

6. The Licensee is responsible for damage inflicted to any part of the Facility as a result of or in any way related to anything done under this Permit, and all costs for restoring the Facility to good condition will be paid by the Licensee.
7. Any member of the South Delta Artists' Guild may enter the premises for Guild related purposes at any time during the occupation of the building by any Licensee. Guild members will use utmost care and attention not to disturb any activity going on at the time of their presence. No Guild member will be responsible for watching out for anyone related to the activity of the Licensee entering or leaving the premises during the Licensee's attendance at the facility, unless otherwise pre-arranged with the South Delta Artists' Guild, and specified in the contract.
8. If the attached Permit permits the service or consumption of liquor, the Licensee must obtain a liquor license and their own private insurance and must obey all laws and regulations pertaining to the consumption of alcoholic beverages in public places. Facility use times as described in this Permit supersede any times provided in the relevant liquor license, unless the times provided in such license are more restrictive, in which case they will prevail.
9. Only events or activities described in this Permit are to be conducted in the facility and all terms and conditions of this Permit must be complied with in connection therewith.
10. The Licensee will not assign or reallocate to any other group the use of facilities or amenities unless specifically permitted herein.
11. Overnight camping in the Facility is prohibited unless specifically permitted herein.
12. Vehicles may only be driven or parked in areas designated for that purpose unless specifically stated in this Permit.
13. The Licensee will not sell or permit the sale of any food or drink or other articles or service unless specifically stated in their Permit, unless the sale is for specific

consumption on the premises at the time of the event, and is specified as such in the Permit.

14. The Licensee shall comply with all laws, rules and regulations applicable to the use of the Facility and the Licensee will not do or permit anything to be done by Participants or spectators that contravenes regulations outlines in Delta's current Parks Bylaw or any other applicable bylaws.

15. Insurance:

The Licensee must provide to South Delta Artists' Guild evidence of the maintenance by the Licensee of comprehensive general liability insurance with minimum \$5 million coverage per occurrence or as directed, and must name South Delta Artists' Guild as an additional insured in respect thereof. The Certificate must further confirm that such insurance will remain in place from the date of the Licensee's first use of the Facility pursuant to this Permit until and including the last use. The Certificate must also confirm the South Delta Artists' Guild will be provided with no less than 15 days prior written notice of any pending cancellation of, or material amendment to, such insurance.

16. South Delta Artists' Guild Board of Directors, and on occasion, Corporation of Delta staff retain the right to cancel, pre-empt, amend and/or reschedule any booking listed in this Permit at any time. South Delta Artists' Guild's liability in such circumstances is limited to a full refund of any monies paid to them by the Licensee for such booking.

17. Cancellation by the Licensee of this Permit without proper notice may result in the loss of the damage deposit or the full payment of the rental fee for the Facility. Proper notice is written notice presented to and acknowledged by the Facility Scheduler a minimum of 48 hours prior to the start of the Permit.

18. In the event that a pre-event Facility safety inspection reveals any condition that renders the Facility unsafe for use, the Licensee or its representative shall cancel the Event and notify South Delta Artists' Guild Facility Scheduler of such condition immediately.

19. South Delta Artists' Guild shall not be liable for, and the Licensee hereby covenants and agrees to indemnify and save harmless South Delta Artists' Guild, and each of its elected

Board members, officers, directors, servants, agents and employees (collectively the “Indemnities”) from and against any and all liability, actions, causes of action, damages, losses, costs, legal fees and expenses of any type sustained by the indemnities or any of them, including in respect of property damage, personal injury including death, or breach of any bylaw, statute or regulation, and by whomsoever made, brought or charged, that is in any way caused by or attributable to the licensee or any of its servants, agents, contractors, invitees or licensees, in connection with the use by the Licensee of the Facility pursuant to this Permit or by reason of any neglect or non-compliance with this Permit. The obligation of the Licensee to indemnify and save harmless the indemnities pursuant to this section shall survive any cancellation, termination or expiration of the Permit.