OLIVER COMMUNITY ARTS COUNCIL

P.O. BOX 1711 OLIVER, BC V0H 1T0
Quail's Nest Arts Centre: 5840 Airport Road
OliverCAC@gmail.com
OliverArtsCouncil.org

Quail's Nest Arts Centre Rental Contract

This agreement made this _____ day of _____ , 20 ____
BETWEEN
Oliver Community Arts Council
(hereinafter called the "Licensor") of the first part
AND

_____
(hereinafter called the "Licensee") of the second part

Contact Name:_____
Organization / Business:_____
Mailing Address:_____
Telephone:_____ **Cell:**_____ **Email:** _____

Space(s) Rented: Studio Bay 1 ☐ Studio Bay 2 ☐ Kitchen ☐ ~~Big Blue~~ ☐ **LEASED to June 2023**
Event / Usage Description:_____
Date(s) of Event / Usage: DAY(S) _____ MONTH(S): _____ YEAR: _____

Single Use: 8 a.m. – 1 p.m. ☐ 1– 6 p.m. ☐ 6 – 11 p.m. ☐ Full Day* ☐ Other ☐
Repeat Use: Weekly ☐ Bi-Weekly ☐ Monthly ☐

Kitchen Use: ***(add $10)*** ☐ ***Liquor Use: (add $10)*** ☐
Keys: Pickup /Return ☐ Long-term Key Holder ☐

* Any period spanning two or more of: 8 a.m. – 1 p.m., 1 – 6 p.m., 6 – 11 p.m.

Rental Date(s) (dd/mm/yy)	Rental Type *(anything not explained adequately above)*	Unit Rate	Quantity	Cost

TOTAL AMOUNT DUE: _____

Rental increases may occur without notice. Please check with rental agent for current prices before completing.
CAUTION: Payment required at time of booking. A booking shall not be considered confirmed unless the Licensee has completed all contractual responsibilities and paid the total rental fee in advance. The Licensee certifies that he/she has read this agreement and its terms and conditions for use, and agrees to abide by all regulations herein (see reverse).
The Licensor reserves the right to refuse a refund for cancellation within 7 days of the rental date.

Internal Use Only

Date Payment Received: _____
❑ **Cash** ❑ **Cheque #** _____
❑ **Credit Card** _____ **#**_____ **Exp:** _____

Please send copy of completed contract with payment c/o OCAC Treasurer to the P.O. Box 1711 address above.

REGULATIONS AND CONDITIONS

Please note: "The Quail's Nest Arts Centre" property in its entirety shall hereinafter be referred to as "the premises".

Membership: The Licensee must, except where grandfathered, be renting the premises for the use of an OCAC member at level of membership. Example: individual membership for individual (private) use; group membership for group use.

Fire Regulations: Fire regulations expressly prohibit the use of candles or other open flame in community facilities without the written permission of the local Fire Department. It is the responsibility of the Licensee to ensure such permission is received and returned with this contract to the authorized OCAC representative.

Smoking: The premises, including washrooms, workshops, and exteriors, are fully smoke-free.

Liquor: Any individual, group, or organization using the Arts Centre for any function at which alcoholic beverages will be served must: obtain the appropriate liquor license and post it in the bar area; have Serving It Right personnel on duty; provide a designated driver or pre-paid taxi service; display responsible drinking literature at all times throughout the event; and abide by all such other regulations in accordance with the Liquor Control and Licensing Branch Regulations and Requirements.

Music Royalties: The Licensee is responsible for payment of music royalties and further agrees to indemnify the Licensor from any action resulting from breach of copyright laws by the Licensee.

Security: All exit doors must be checked and locked upon leaving the premises. All lights must be turned off. Heat must be turned down to the minimum. The key shall be returned promptly as pre-arranged with the authorized OCAC representative. The Licensor shall not be responsible for the loss or theft of any property of the Licensee in or on the premises.

Cleanliness: 1. The premises, including the kitchen, tables and chairs, and other equipment, shall be left in the same condition as they were rented.
2. No tape of any kind shall be used on any painted surface, including walls and floors. Supply your own mactac. Pegboard hooks provided.
3. The kitchen and associated appliances must be cleaned immediately following your event. All dishes must be returned to the cupboards clean. No kitchenware is to be removed from the premises at any time. Leftovers must be removed from the premises in your own containers.
4. Food and beverage service must terminate no later than 11:00 p.m., guests must depart no later than 11:30 p.m., and cleanup must be completed by 12 midnight.
5. All garbage and recycling must be properly bagged and removed from the premises immediately following the event. The Licensor shall not be responsible for, or incur costs for, garbage and recycling removal.
6. In the event of uncleanliness, the Licensor reserves the right to retain the damage deposit (if applicable) and / or charge for cleanup following your event, with a minimum charge of one (1) hour labour at a rate of $15/hour.

Equipment: Audio visual equipment and plinths are available for use only with prior permission of the Licensor or its agent.

Supervision: The Licensee is responsible for proper supervision, and will be assessed for any and all missing items and for damages to the premises and /or equipment utilized. The Licensee is responsible to ensure no person enters any other part of the premises other than the portion specified in the agreement. The Licensor shall have the right to eject any person(s) who, in the opinion of the Licensor, is /are creating a disturbance or behaving in an inappropriate manner.

Insurance: The Licensee is responsible for obtaining comprehensive general liability insurance including without limitation, coverage for the indemnity provided herein, on terms satisfactory to the Licensor. The Oliver Community Arts Council is to be included as additional insured. Such policy will be written on a comprehensive basis with inclusive limited of not less than Two Million dollars ($2,000,000) per occurrence included Two Million dollars ($2,000,000) for bodily injury. If Licensor demands such coverage, the Licensee will provide an executed copy of the Certificate of Insurance. Insurance is the sole expense of the Licensee.

Waiver and Indemnity: The Licensee accepts and will use the facilities and / or equipment at their own risk and agrees that neither the Oliver Community Arts Council nor its respective officers, employees, servants, agents, heirs, successors, and assigns have made any warranties or representations respecting the suitability or condition of the facilities and / or equipment. The Licensee agrees that it will indemnify and save harmless the OCAC and its respective officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claim(s) or any action(s) brought therein arising directly or indirectly from or in connection with the granting of this permit and use of the facilities and / or equipment.

Signature: The Licensee warrants and represents that if he /she executes this agreement on behalf of a group or organization that the Licensee has sufficient power, authority and capacity to bind the group or organization with his / her signature. The Licensee further agrees to inform all responsible officials associated with this group or organization of the terms of this agreement.

Late Fees: After thirty (30) days, a first notice shall be sent and interest will be charged and paid at a rate of 2% per month on all overdue accounts exceeding 30 days. After sixty (60) days, a second notice will be sent and further rental shall be denied until payment. After ninety (90) days, a final notice will be sent and the Licensor reserves the right to send the bill to a collections agency.

The Licensee certifies that he /she has read this agreement and agrees to abide by all regulations contained herein.

On behalf of Oliver Community Arts Council	On behalf of_____ *Licensee Name/Organization*
_____ *Signature of Licensor or Authorized Representative*	_____ *Signature of Licensee or Authorized Representative*
_____ *Print Name*	_____ *Print Name*
_____ *Date*	_____ *Date*