



PO Box 1711
Oliver BC. V0H 1T0
OliverCAC@gmail.com
OliverArtsCouncil.org

ART LEARNED

ART LOVED

ART LIVED

Dear Renter:

Thank you for your interest in renting at the Quail's Nest Arts Centre. To rent,

- a. You must be a current member of the Oliver Community Arts Council
- b. If you are inviting the general public, it must be an arts and culture related activity
- c. Members may rent for private function(s)

If you are unsure of the above, please contact olivercac@gmail.com.

After confirming the availability of your preferred rental date(s) with the rental agent or reviewing the booking calendar at oliverartscouncil.org/rentals, please read and complete the rental contract and remit with payment to the P.O. Box address above. E-transfers and must contain a reference to "Rental", are also accepted. Paperwork and payment can also be dropped off at the studio on Wednesday mornings between 9:00 – 12:00. All rental fees must be received prior to the rental dates.

An explanation on how to complete the contract follows:

Rental Contract:

1. Please check the rental booking calendar for studio availability - oliverartscouncil.org/rentals

2. Fill in the *date*, the *renter's name*, and your *contact information*.

3. Check the *space* in the Quail's Nest Arts Centre you intend to use.

Studio Space- refer to rental contract

Kitchen assumes use beyond washing up a few cups and using the kettle. If you will be running the dishwasher, cooking, using the fridge to store a lot of food, serving a meal or reception, the kitchen surcharge compensates us for utilities and cleaning.

AV Equipment- refer to separate rental form

4. If you are a "*single use*" **renter**, indicate if you are using for a part-day, full-day, or other (e.g. "summer studio weekly").

5. If you are a "*long-term*" **renter** (e.g. semi-annual or annual), identify if you will use the facility once per week, once per month, or some other arrangement. Repeat users are asked to pay up front on a quarterly schedule minimum. Semi-annual and annual rents are welcome. Submit your rental contract with your cheque to the mailing address above.

6. **Keys and Deposits:** Single-use renters will be able to access a key in a lock box located to the right of the front door. The combination will be the last 4 digits of the contact's phone number listed in the contract. When finished, return the key by depositing it in the lockbox outside the front door immediately upon locking up and leaving the facility. Long-term renters are often given a key for the length of their term. All keys are the responsibility of the renter. Renters will be charged for lost keys. Keys must NOT be copied.

7. **Complete the payment portion.** There is no tax.

8. **Sign (found in the contract)** that you have read and agree to the regulations and conditions including the following:

8.a DANGEROUS GOODS – Renters are responsible for removal of any/all dangerous goods brought into the studio during their rental usage. If dangerous goods have not been removed after the last date of rental agreement, the OCAC will arrange for immediate disposal and any charges incurred by the OCAC for the removal of these goods, will be charged back to the renter.

8.b GARBAGE AND RECYCLING REMOVAL - We do not have garbage or recycling pick-up and you are responsible for your garbage / recycling removal and returning the building to its original state.

If garbage has not been removed, and OCAC must arrange for its removal, you will be charged an additional \$30.00.

9. **Include your payment:** At this time, credit cards cannot be accepted. Payment by cheque or e-transfer. If using e-transfer, identify "Rental and rental dates" in the Memo line.

10. **Mail** your rental contract c/o Treasurer with payment. **to PO Box 1711, Oliver BC. V0H 1T0 or E-mail olivercac@gmail.com.** Paperwork and payment can also be dropped off at the studio on Wednesday mornings between 9:00 – 12:00.

11. *Serving of Alcohol*

In British Columbia, Canada, a **liquor licence or permit is generally required to sell or serve alcohol** in any place that is not a private residence.

- **Special Event Permit (SEP):** For events in public places, or in a private place that is rented out to the public, a Special Event Permit is needed to serve or sell liquor.
- **Responsible Service Certification:** Individuals who serve, sell, or deliver liquor at licensed establishments must be certified with the province's "Serving It Right" (SIR) program. This includes licensees, managers, servers, and bartenders. This certification ensures staff have the knowledge and skills to provide responsible beverage service.

Current Rental Rates:

Half Day = \$40

Full Day = \$70

Consecutive Full Days = \$50 for each consecutive day

Summer Weekly Rentals (min. 3 days, max. 6 days) = **\$100**

Kitchen Use Surcharge = \$10

MISCELLANEOUS RENTAL ITEMS

Properties are rented to OCAC members and must remain at the Quail's Nest Studio, at the discretion of the Board or Board appointee (e.g. rental agent). The renter is responsible for replacing lost or irretrievably damaged items with items of same quality or repairing same.

Tablecloths:	\$10.00 each
Wine glasses:	35 cents per glass (\$3.00 per glass replacement fee)
Folding Grids:	\$5.00 each
Folding Tables:	\$5.00 each
Easels:	\$5.00 each
Plinths:	\$5.00 each
Peg Boards:	\$5.00 each
Chairs:	\$1.00 each
Karaoke speaker	\$10.00

Notes:

There is no tax.

All rates subject to change.

Your rent does not entitle you to long-term storage. There is a moratorium on any additional storage beyond current levels.

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. Activities must be arts-and-culture related.

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; p
- 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 by leaving it in the secure box to the right of the studio front door. The Licensor shall not be responsible for the loss or theft of any property of the Licensee in or on the premises.

Dangerous Goods - Renters are responsible for removal of any/all dangerous goods brought into the studio during their rental usage. If dangerous goods have not been removed after the last date of rental agreement, the OCAC will arrange for immediate disposal and any charges incurred by the OCAC for the removal of these goods, will be charged back to the renter.

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 tac. Pegboard hooks provided.
3. The kitchen and associated appliances must be cleaned immediately following your event, including coffee pots. 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.

If garbage has not been removed, and OCAC must arrange for its removal, you will be charged an additional \$30.00.

6. In the event of uncleanliness, the Licensor reserves the right to charge for cleanup following your event, with a minimum charge of one (1) hour labour at a rate of \$25/hour.

Equipment: Audio visual equipment (contract required) 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.