

Event & Meeting Contract (the "Contract")

Dated: _____

Between

The MaClaren Art Centre, Event Services and

(Herein known as the "Client")

"Event": _____ (Event Type) "Event Date": _____ (Date of Event)

I. DEPOSITS & PAYMENTS

A signed contract and 50% deposit are required upon booking any of our facilities. The MaClaren Art Centre requires 100% prepayment of the Facility Rental five business days prior to the event. Payments can be made by cheque*, money order, credit, debit, or cash. The balance of the total cost, including any fees related to food and beverage service, is due immediately following the event. Clients have a maximum of 48 hours to pay the balance of their bill before late charges will apply.

If cancelling the booking, the Client must notify the Gallery in writing, within the guidelines outlined below in the Cancellation section. Improper notification will result in the Client being charged for the total value of the contract.

The Gallery requires a \$500 security deposit that will be taken at the time of booking, in addition to the facility rental deposit. Refunds on the security deposit are contingent upon the condition of the building following your event; the deposit will be refunded only if no additional maintenance fees are required.

There will be a \$25 charge for NSF cheques.

**Please make cheques payable to 'MaClaren Art Centre'*

II. CANCELLATION

Upon the written cancellation by the Client of all or part of this contract of service provided hereunder, without the written consent of the MaClaren Art Centre, the Client will receive the portion of their deposit set forth below:

Friday and Saturday Rentals

A full refund on the deposit is given when cancellation is received six months or more prior to the event date. No refunds will be granted to cancellations received less than six months prior to the date.

Sunday through Thursday Rentals

| Time of Cancellation | Refund |
|----------------------|-------------|
| Less than 60 days | No refund |
| 60-90 days prior | 50% refund |
| 91+ days prior | Full refund |

It is agreed that such amounts represent liquidation charges actually anticipated by the MaClaren Art Centre and are not a penalty.

All refunds are subject to a \$50 administration fee.

III. GENERAL LIABILITY INSURANCE AND INDEMNIFICATION

The Client shall indemnify and hold harmless the MaClaren Art Centre and its governors, officers, employees and agents against any and all claims of every kind in respect of any injury, loss or damage which resulting from the performance or non-performance of this Contract (or in any way arising out of the Client’s willful or negligent act or omission) unless the injury, loss or damage is caused by the willful or negligent act or omission of the MaClaren or any of its officers, employers or agents while acting within the scope of their duties.

In particular, the Client agrees to pay for any damages resulting to the property caused by the Client or Client’s guests or vendors. All materials, equipment and personal items brought to the MaClaren shall remain at the sole risk of their owners. The Client shall be responsible for ensuring that there is no contravention of fire codes, health and safety regulations, liquor license regulations, or any other federal, provincial or municipal laws or any Gallery policies or regulations.

The MaClaren Art Centre requires proof of liability insurance. It should name the MaClaren Art Centre and the City of Barrie as extra insured, for the day of the event and the day following if the event ends after midnight. Five million dollars liability coverage is required. The building capacity is 330. A copy of the insurance is due the week before the event.

Force Majeure: The MaClaren Art Centre shall have no responsibility or liability for failure to supply services when prevented from doing so by strikes, accidents, Acts of God (i.e. flood, fire, etc.) or any other cause beyond the Gallery’s control. In this event all deposits received will be returned to the Client.

IV. DECOR & SET UP & TEAR DOWN

The MaClaren Art Centre reserves the right to exhibit works of art in the rental space and/or physically alter the rental location(s) for gallery programming. Absolutely no alteration to the rental space is permitted without written permission. Gallery exhibitions are subject to change and are in no way guaranteed to be on view at the time of the event rental.

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The MacLaren Art Centre does not permit any article to be fastened onto the walls, electrical fixtures or floor. The use of tape, nails, tacks, screws, or any tools, which could mark the floors, walls or ceilings is prohibited. Absolutely no open flame, balloons, confetti or decorative glitter is permitted in the building and courtyard or on the grounds. The Gallery does not permit any potted plants; only cut greenhouse flowers. Special effects must be approved by the MacLaren Art Centre before the event. The use of fog or smoke machines, feathers, bubbles or projectiles is not permitted. Failure to adhere to these guidelines may result in a cleaning/repair charge established by the venue.

Set up in the Carnegie Room can begin at 10 am on the day of the event, however the space remains open to the public. Absolutely no art can be blocked from view during Gallery hours, including any curtains, archways, and other décor. Gallery visitors must have unobstructed access to view the art. Absolutely no set up or decoration outside the Carnegie Room, including the courtyard, second level foyer and main level, can occur until the Gallery is closed to the public.

Tear down: All decorations, rentals and equipment must be tidied up at the end of the evening, and either removed from the premises or stored in the loading dock area overnight for pick up the following morning. No decorations or rentals may be left in the event space. The Gallery reserves the right to hold the Client and/or the Client's guests or vendors responsible for any and all damage to the Gallery property, including but not limited to, property of the Gallery directly or indirectly caused by any person/thing related to the function.

If upon departure the function room/venue requires cleaning beyond reasonable duties, the cost for additional maintenance will be deducted from the security deposit. The Client will be charged a minimum of \$150 for cleanup services; the exact amount will depend on the scope of the work involved, as determined by the MacLaren. The Client may make arrangements before the event for extra services provided by the MacLaren.

The Client, their vendors and their guests are expected to have tidied up and be ready to leave the building within 1.5 hours of the bar closing. Vendors are expected to have adequate staff to ensure this timeline is possible. It is the duty of the Client to ensure their vendors have left the event space, catering room, loading dock and all other spaces in the same condition in which they were found. Gallery staff will be responsible for the set up and take down of Gallery equipment only.

V. PUBLICITY

The MacLaren Art Centre requires all publicity, announcements and onsite and offsite signage representing activities to be held at the Gallery to be review and approved by Event Services before printing. All publicity shall make it clear that the events are sponsored by the Client and not the Gallery. It is, of course, permissible to state that the events are located at the Gallery, but this venue information should be in a smaller font than the balance of the other font sizes. The Client shall not use any Gallery trademark, official mark, crest or logo in any way (including advertising and publication materials for the organization's conference) without the express prior written consent of the Gallery.

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The Client must clear all plans and arrangements for posting of notices, signs and decorations with the Gallery in advance. The Client shall not erect, construct or place any signs or advertisements at the Gallery without the express prior written approval of the Gallery, which may be given subject to such conditions, as it deems advisable.

Onsite Signage: All onsite signage must be temporary, can only be displayed when the Gallery is closed to the public and must adhere to the guidelines detailed in the décor section of this contract.

VI. CODE OF CONDUCT

The Gallery has policies and guidelines concerning the behavior of all individuals using the MaClaren Art Centre facilities. Copies are available through the Event Services team. All individuals are expected to honour these behaviour policies. The Client is responsible for the conduct and supervision of all persons in attendance during the rental period, and shall see that all regulations contained in the rental agreement are strictly adhered to.

VII. BAR SERVICES

Bar services are provided exclusively by the MaClaren Art Centre and its staff. All beverages are to be supplied by the MaClaren; non-alcoholic beverages served on tables during dinner receptions are the exception, and may be brought in by the Client or their caterer. All alcohol entering the building must be purchased under the Gallery's liquor license. Special requests for table wine or changes to the bar menu must be made a minimum of six weeks prior to the event. While we make every attempt to complete Client requests, special requests can only be accommodate based on availability.

Homemade wine may be served, however the Client must obtain a Special Occasion Permit through the LCBO at least two weeks (ten business days) prior to the event. A copy of the liquor license must be provided to the MaClaren Art Centre prior to the event. If the permit is not provided, the wine will not be served. During the time the homemade wine is on the tables, legally the MaClaren's bar must be closed.

All table wine is subject to an \$8 per bottle corkage fee.

Most glassware will be provided by the MaClaren; some additional glassware may need to be rented and will be invoiced to the Client. The MaClaren does not provide tabletop glassware to be used during dinner.

All events in the Carnegie Room have a minimum bar consumption of \$350, before tax and gratuity. This includes events not serving alcohol. If minimum is not, the client will be charged the balance.

Basic bartender staff is included in the price of the facility rental. However, if the Client requests multiple bars or other situations where extra staff is required, additional fees will apply. For events that do not require food or bar service, the MaClaren will provide staff to supervise and ensure security. The staffing cost is calculated and is additional to the cost of the space rental. Gallery policy requires a minimum of two staff, but the number of staff will be determined by the MaClaren based on the number of guests.

Alcohol may not be served to minors. At any time, if the event staff deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises. In the interest of liability to the Client and the MaClaren and its employees, we do not encourage excessive drink. As such we do not allow shots and oversized drinks to be served. The bar closes at 1 am unless an earlier time is requested. The MaClaren Art Centre reserves the right to change beverage prices within reason. A 15% gratuity will be added to all host/open bar invoices.

Absolutely no food or beverages are permitted in the second floor galleries.

VIII. FOOD SERVICES

Daytime catering, including breakfast and lunch options, must be ordered through the Gallery Café. A \$150 landmark fee will apply to any Client who wishes to bring in catering options that could have been supplied in house. Catering requests must be made a minimum of four weeks prior to the event. Final attendance numbers are due 48 hours in advance of the event. For larger events, additional plates may need to be rented and will be invoiced to the Client.

IX. VENDORS

The Client may hire a catering company of their choice. The Gallery requires any vendor who has not previously worked at the Gallery to schedule and attend a building tour prior to the date of the event. The catering company is responsible for the set-up, break-down and clean-up of the catered site, including returning all rentals to the loading dock, clearing tables of garbage throughout the evening, undressing the tables at the end of the event and leaving the catering room as clean as it was upon entry. All event trash must be disposed of in the designated areas at the conclusion of the event.

It is the duty of the Client to ensure the caterer has staff on site until the close of the evening to continue clearing tables and to remove linens at the end of the evening. In the event a caterer leaves early, and the MaClaren is forced to perform clean up duties, the cost for additional maintenance will be deducted from the Client's security deposit. As above, the Client will be charged a minimum of \$150 for cleanup services; the exact amount will depend on the scope of the work involved, as determined by the MaClaren. The Client may make arrangements before the event for extra services provided by the MaClaren.

The Client and their vendors are permitted to use the loading dock. Due to temperature control in the Galleries, the loading dock may not be open at the same time as the sliding door into the Gallery. A two-step load process is required. Due to the high use of the loading dock, load-ins are to be completed promptly.

Absolutely no warming of food can be done in the loading dock area without the garage door fully open to allow for ventilation. Only small appliances can be used within the Gallery. It is the responsibility of the caterer to remove and properly dispose of grease, liquids, food and garbage. No dumping is allowed in the metal grate at the foot of the loading dock. Vendors who are caught on camera improperly disposing of waste will be charged for the removal service (\$1500).

All vendors must adhere to the terms of our guidelines (specifically, see section IV DECOR AND SET UP), and it is the Client's responsibility to share these guidelines with them.

X. A/V EQUIPMENT

Clients must request to use any of the MacLaren's audio/visual equipment a minimum of one week prior to the event. Additional charges for set up or operation of the equipment may apply. All damage to Gallery Equipment is the responsibility of the Client.

XI. MUSIC

Under federal license and The Society of Composers, Authors and Music Publishers of Canada (SOCAN), we must charge a fee under Tariff 8 as well as RE Sound Licensing Tariff 5.B. Both cover Receptions, Conventions and Assemblies for using prerecorded music. The fees are determined based on room capacity for events, and if the event has dancing or not.

Socan Fees

| Event Space | Music Without Dancing | Music With Dancing |
|---------------|-----------------------|--------------------|
| Main Level | \$22.06 | \$44.13 |
| Carnegie Room | \$31.72 | \$63.49 |

RE Sound Music Licensing Fees

| Event Space | Music Without Dancing | Music With Dancing |
|---------------|-----------------------|--------------------|
| Main Level | \$9.25 | \$18.51 |
| Carnegie Room | \$13.30 | \$26.63 |

These fees are in addition to rental rates and are subject to HST. These fees are subject to change, and may be different at the time of event. For more information about SOCAN visit www.socan.ca/licensees/faq-licensing or <http://www.resound.ca/>

Music must stop playing at 1 am. All sound equipment not belonging to the Gallery must be removed from the building that evening.

XII. ACCEPTANCE

Please sign below to confirm the event and meeting requirements outline this contract.

Accepted on behalf of Name: _____

Please print

Date: _____

Client signature

Accepted on behalf of the MacLaren Art Centre

Date: _____

On behalf of Event Services

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