

This Rental Agreement made effective this day of \_\_\_\_\_, by and between \_\_\_\_\_ (“Renter”) and A Place for the Arts (“APFTA”), for the usage of the Annex Gallery in Bancroft, Ontario for the purpose of an Art Exhibition.

Installation Date	
<b>Exhibition Open Date</b>	
<b>Exhibition Close Date</b>	
Takedown of UNSOLD art	

These dates and times are firm.

**The Annex Gallery** Use Fee is \$\_\_\_\_\_

**1) Reservation:**

- a) Applications for use of the Gallery must be approved by APFTA. Only completed applications, with signatures, will be considered for approval.
- b) The decision for granting the gallery rental may at any time be withdrawn if, in the opinion of APFTA, the use is not in the best interest of the Gallery or the community. This decision will be final regarding the use of the grounds.
- c) APFTA will provide to the Renter an on-site gallery representative to oversee the set-up of the event, the event itself and clean up by the Renter. This representative also has the authority to halt and disperse any event in violation of the terms as set forth in this Agreement.

**2) Deposit:**

- a) A deposit of fifty percent (50%) the Use Fee is required and is due along with the signed Agreement. The Gallery is not considered reserved until APFTA receives the deposit. A second payment of fifty percent (50%) of the Use Fee for the event will be paid 7 days prior to the event. Usage fees are payable by Etransfer to **placeofthearts@gmail.com**. If the Renter chooses not to clean up the Annex Gallery after the event the gallery charge for cleanup will be \$80.00.

**3) Liability for Insurance:**

- a) The Renter understands and agrees that ensuring this exhibit and/or pieces of artwork for the period they are on display or in storage at APFTA is entirely their responsibility. The Renter agree to hold blameless APFTA for any theft, loss, or damage to the said exhibits or works of artwork provided due diligence is exercised by APFTA during their rental dates.

**4) Cancellation:**

- a) APFTA reserves the right, without penalty or liability of any nature, to reschedule or cancel the date(s) confirmed in the event circumstances arise that are not anticipated at the time the confirmation is made, which would prevent the use of the facility. Prompt notice of cancellation will be given to the Renter if the need for cancellation becomes apparent. In the event of cancellation, refund of deposit in full will be given.
- b) If the Renter needs to cancel an event, APFTA must be given notice at least 2 weeks prior to the event. Failure to give 2 weeks prior notice will result in forfeiture of the deposit. The deposit may be transferred and the date rescheduled; but the deposit will not be refunded.

#### **5) Contact Details, Sale, Payment and Shipping**

- a) The Renter is to provide a List of Artists participating in the Exhibition, their payment preference (Etransfer or Cheque), and contact information - phone, address, and email.
- b) APFTA does not charge sales tax. As such the HST should be included in your Selling Price if remitted.
- c) The Renter understands that when artwork is sold, APFTA will handle the said sales and receive the money. APFTA will keep 10% of the selling price, and the remaining 90% of the selling price will be the Renters.
- d) The Renter will receive payment for sales on the 15th of the month following the rental. Payment will be made via cheque or Etransfer. A list of the artwork sold will be provided with the payment.
- e) At the time of sale, packing material will be provided by APFTA at no charge to the Renter. All artworks must be taken with the buyer at the time of the purchase. APFTA will not be involved with shipping or in planning to ship any artwork.

#### **6) Events (Open Receptions):**

- a) There is no official show opening ceremony organized by APFTA and that if the Renter wish to organize one, themselves, that it must be first approved by APFTA.
- b) Food and beverages are not allowed in the Annex Gallery during any event open to the public unless the Renter has prior approval from APFTA.
- c) Alcohol in the Annex Gallery is prohibited unless approved by APFTA prior to the Renter's event. In the event permission is granted and alcohol is served, it is the responsibility of the Renter to obtain a liquor license or to make other arrangements for the legal sale or serving of alcohol.
- d) Smoking and any open flames in the Annex Gallery are always prohibited.
- e) The maximum capacity for Annex Gallery is dependent on Provincial Government regulations at the time. The exact number of attendees must be confirmed and approved by APFTA prior to the event.
- f) The Renter is responsible for providing any additional equipment and materials for the event, such as tables, chairs, and decorations.

**7) All set-up, preparation, take-down and & cleanup:**

- a) The Renter is responsible for making all arrangements with APFTA for the delivery and removal of the artwork on the allocated timeslot, unless otherwise arranged.
- b) The set-up, preparation, take-down and & cleanup activities are to be completed, by the Renter, during the allocated timeslot.
- c) The Renter is responsible for unpacking their own artwork upon delivery and re-packing upon pick up. Packing materials can be stored in the Studio Space during the exhibition.

**8) Artwork and Inventory details:**

- a) All artworks must be the property of the Renter unless special arrangements are made from borrowing work from private collections. All work for sale in the exhibition will remain the property of the Renter until such time as it is sold.
- b) All artworks must be original.
- c) APFTA reserves the right to execute any artwork from any reason.
- d) All artworks must be ready for hanging and display.
- e) The Renter is to provide wall sales tags for each piece, listing title, artist, and price.
- f) All artwork pieces must be identified with matching title and price on its reverse.
- g) Any storage of additional artwork to replace sales can be stored in the Studio Space during the exhibition.
- h) Exhibition artwork may not be removed until the conclusion of the rental period.
- i) The Renter agree to having APFTA photograph and reproduce artwork for the purposes of advertising, catalogues, promotions, and placement on their website, newsletter, and social media.
- j) The Renter is to provide a completed Inventory List by Artist of all the artwork being displayed in the Exhibition. These Inventory Lists are to be included at the front of the Inventory Book.

**9) Installation:**

- a) APFTA does provide chains and hooks for the north brick wall. No other hanging materials are provided (hardware). Please ensure the chain S hooks remain when removing artwork.
- b) The Renter is to use nails, tacks, or hooks for hanging artwork on other walls.
- c) The Renter must return the Annex Gallery to a satisfactory condition at the end of the rental period. Any damage to the walls needs to be repaired by the Renter.
- d) The Renter must remove any additional equipment and materials they supplied.

**10) Marketing Materials:**

- a) The artwork images used in Marketing Material must be displayed in the exhibition.
  - b) Marketing Materials and Artist Statements are to be received **2 months** prior to the Exhibition.
  - c) APFTA can assist if needed to prepare Marketing Material.
  - d) While advertising and promotion is the responsibility of the Renter, the exhibition will be promoted on APFTA website, newsletter, and social media sites.
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- e) The Renter shall provide APFTA with two vertical (11" x 8") exhibition posters to advertise their exhibit; these will be displayed within the Gallery store. Show posters for display purposes need not be provided until the show set up date.
- f) Marketing Material MUST be professional in appearance – not hand-written.

**11) Altering or Damage to the Annex Gallery:**

- a) The Renter shall not injure, deface, change, or alter the premises or any items contained within the Annex Gallery and shall not cause or permit anything to be done that may cause damage.
- b) Any damage that may occur due to the negligence or behavior of the Renter or any of the attendees of an event hosted by the Renter becomes the responsibility of the Renter. The Renter will pay APFTA such sum necessary to restore or repair item to original condition. In the event the item is beyond repair, the Renter will pay such sum equal to the full, retail price of the item, as determined by APFTA.

**12) Indemnification:**

- a) The Renter agrees to indemnify and hold APFTA, it is members or volunteers harmless from all claims, actions and causes of actions relating to, and in any way connected to, the negligence of the Renter or event attendees in their use of the Annex Gallery.

I have read and I accept the conditions of this Agreement.

By filling out this contract and returning it to APFTA your exhibition will be confirmed. Any subsequent additions or changes must be done in writing and delivered to the Gallery and signed by APFTA and the Renter.

	Signature	Date
Renter		
APFTA		

Rental Payment \$ \_\_\_\_\_ Received on \_\_\_\_\_