

**Mackenzie Art Gallery Facility Rental Contract**

This Facility Rental Contract is made between the **Mackenzie Art Gallery Inc.** and **Saskatchewan Information & Privacy Commissioner.**

**Mackenzie Art Gallery Inc.**  
3475 Albert Street.  
Regina, SK S4S 6X6

**Mackenzie Art Gallery Contact:** Christy Ross, Events & Rentals Coordinator  
**Telephone:** (306) 584-4250 ext. 4259  
**Email:** christy.ross@mackenzieartgallery.ca

**AND**

**Saskatchewan Information & Privacy Commissioner**  
503 - 1801 Hamilton Street  
Regina, Sask. S4P 4B4

**Event Lead Contact:** Pam Scott  
**Telephone:** (306) 798-2261  
**Email:** pscott@oipc.ca

WHEREAS, Mackenzie Art Gallery Inc. (MAGI) has facilities for rent at 3475 Albert Street in Regina, Saskatchewan, and agrees to rent to Saskatchewan Information & Privacy Commissioner (Renter). Whereas, MAGI has agreed to rent the **Galleries & Salon** to the Renter for a **Information & Privacy Conference Dinner on Wednesday, September 12, 2018** with an estimated attendance of **40** guests.

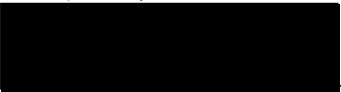
The Renter will pay MAGI the sum of half of the total rental fee, before tax and additional service fees, as a damage deposit due upon signing of this contract [waived]. The Renter also agrees to leave a valid credit card number on file at the time that the contract is signed. The Renter will pay the remaining amount no later than two business days prior to the event.

Please see Appendix A for details regarding access to the facility, the specific costs involved for this rental, and the services and supplies included in this agreement. The Facility Rental Terms & Conditions (Appendix B) outlines any further costs that may be incurred. A MAGI Representative will conduct an inspection of the facility at the conclusion of the function. The Renter agrees to leave the facility in the same condition as received.

The Renter must read, sign and initial the Summary of Costs and Services (Appendix A), the Facility Rental Terms & Conditions (Appendix B) and the Damage Deposit Authorization Form (Appendix C). By signing this Facility Rental Contract, the Renter acknowledges they have read and understood this Contract, Summary of Costs and Services, the Facility Rental Terms & Conditions and the Damage Deposit Authorization Form. This Facility Rental Contract is intended to be legally binding to both parties.

If this Contract is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to MAGI that he/she has full authority to sign such contract, and in the event he/she is not so authorized, that he/she will be personally liable for the faithful performance of this contract. Please sign this Contract and return it along with the required deposit. If the contract and deposit are not returned to MAGI by **March 29, 2018** we will be released from this commitment and free to rebook the space with another Renter.

**Renter**

Pam Scott  
Name (Printed)  
  
Signature

March 15, 2018  
Date

**Mackenzie Art Gallery**

Jason Ziegler  
Manager, Business & Visitor Experience  
  
Signature

Date

Summary of Costs & Services (Appendix A)

To the Facility Rental Contract between the MacKenzie Art Gallery (MAGI) and Saskatchewan Information & Privacy Commissioner (Renter).

Renter Information					
Contact Name Pam Scott		Organization Name Saskatchewan Information & Privacy Commissioner			
Street or R.R. 503 - 1801 Hamilton Street		City, Province Regina, Sask. S4P 4B4			
Main Telephone (306) 798-2261		Alternate Telephone			
E-mail pscott@oipc.ca		Non-Profit Number			
Space and Event Information					
Rental Date(s) Wednesday, September 12, 2018		Name of Event Information & Privacy Conference Dinner			
Entry/Set-up Start Time 1:00 pm	Set up End Time	Rental Space(s) Galleries & Salon			
Event Start Time	Event End Time	Expected Attendance 40			
Clean up Start Time	Clean-up End Time/Exit 10:00 pm	Caterer Information			
The rental space will be available to the Renter during the Rental Period(s) ONLY. To avoid additional fees, the Renter should include sufficient time for set-up and clean-up within the Rental Period.					
Equipment Included (please indicate number of items needed per piece of equipment)					
Sound system	✓	Rectangle Table (6 foot)	—	Movable Wall	—
Microphone	✓	Rectangle Table (4 foot)	—	Bar	✓
Podium	✓	Tall Bistro Table [max 5]	5	Ottoman bench	—
Projector	—	Short Bistro Table	—	Risers	—
Screen (portable)	—	Round table (5 foot)	5	Flip chart and Markers	—
Laptop	—	Banquet Chairs	40		
Additional Services (additional charges apply)					
Please indicate if you would like to purchase an additional service such as an Exhibition Tour.					
* Additional services includes SOCAN fee and exhibitions open 4.5 hrs @ \$50/hr.					

Summary and Total Fees		
Rental Fee	\$ 640.00	Event Identification Number
Damage Deposit (50% of rental amount)	\$ waived	Date Damage Deposit Processed
Additional Services	\$ 266.13	Date Final Payment Processed
SOCAN Fee	\$	Credit Card Type
Security Fee	\$ 0.00	Credit Card Number
Subtotal	\$ 906.13	Name of Cardholder
GST (applies to Security Fee only)	\$ 0.00	Expiry Date
TOTAL	\$ 906.13	CVC

The MAGI agrees to make the Rental Space, equipment, and the personnel stated above available to the Renter during the Rental Period for the fees set out above, all subject to the terms and conditions contained in this contract, including the attached Facility Rental Terms & Conditions.

By signing this Rental Contract, the Renter acknowledges that they have read, signed and understood this Contract and the attached Rental Terms & Conditions. Representatives of both parties have signed below with the intention of legally binding the parties to this Facility Rental Contract.

<u>Pam Scott</u>		<u>March 15, 2018</u>
Renter Name (printed)	Signature	Date
<u>Jason Ziegler</u>		
Manager, Business & Visitor Experience	Signature	Date

Facility Rental Terms & Conditions (Appendix B)

To the Facility Rental Contract between the MacKenzie Art Gallery (MAGI) and Saskatchewan Information & Privacy Commissioner (Renter).

GENERAL INFORMATION

1. Governing Terms and Conditions

These Terms and Conditions and the Contract to which they are attached constitute the sole and exclusive agreement between MAGI and the Renter regarding the subject matter hereof. This Contract supersedes all prior negotiations, representations, agreements or commitments, whether written or oral, with respect to the subject matter hereof. No revision, modification or waiver of the terms and conditions of this Contract shall be binding on MAGI unless such revision, modification or waiver is expressly agreed to in writing by MAGI.

2. Lost or Stolen Property

MAGI is not responsible for any lost, stolen or damaged property or equipment of the Renter, its employees, agents, guests, or caterers whether rented or provided by MAGI.

3. Licenses and Payments

All live or recorded entertainment is subject to Society of Composers, Authors and Music Publishers of Canada and RE: SOUND royalty fees. The Renter will be charged this fee on the event invoice and MAGI will remit this fee to SOCAN on behalf of the Renter.

Royalty fees are as follows (GST not included):

Up to 100 attendees without dancing	\$20.56
Up to 100 attendees with dancing	\$41.13
101 – 300 attendees without dancing	\$29.56
101 – 300 attendees with dancing	\$59.17

4. Exhibit Galleries

Exhibition installations may be underway during the Rental Period. These installations may necessitate the closure or restriction of access to certain galleries or sections of the MAGI. The schedule of installations may not be known at the time of booking. As a result, the MAGI reserves the right to restrict or change gallery access at any time.

5. Art & Photography

Works of art shall not be allowed onto the premises without prior written approval from the MAGI. Photography is not permitted within exhibit gallery spaces. Photography is permitted in all facility rental spaces; flash and tripods are allowed, except in the Leader-Post Boardroom.

6. Indemnity

The Renter shall indemnify and hold harmless the MAGI from any and all claims, losses, expenses, or proceedings which arise out of: (a) negligence of the Renter, its guests, or anyone directly or indirectly employed by any of them or anyone who acts on behalf of any of them, or (b) a breach of this Contract by the Renter. This indemnification shall survive the termination of this agreement.

7. Limitation of Liability

The MAGI makes no warranty or representation, express or implied, statutory or otherwise, that the Rental Area or facilities of the MAGI will meet the Renter’s requirements or are fit for a particular purpose. The Renter acknowledges that they have inspected the Rental Space and/or the facilities of the MAGI and determined that the Rental Space and the MAGI facilities are suitable for its purpose. The MAGI reserves the right to add or remove displays in any area of the Gallery, including Facility Rental Spaces. Any damages to a display as caused by the Renter, its guests, or anyone directly or indirectly employed by any of them, will be charged to the Renter and will be applied to the credit card on file.

8. Force Majeure

If performance of this Contract by the MAGI is delayed or rendered impossible by an act of God, government authority, disaster, strike, civil disorder, MAGI hosted or sponsored special event, capitol upgrades, national or international special event, an emergency, or for any reason at the sole discretion of the MacKenzie Art Gallery, this Contract may be terminated by written notice without liability. In the case where a suitable alternate space within the Gallery can be arranged, the MAGI will provide the Renter with notice of the space change.

Renter Initials RS

PAYMENT INFORMATION

9. Damage Deposit & Secondary Charges

A Damage Deposit of half of the total rental fee, before tax and additional services, will be applied to the contract at the time of signing by way of credit card. This amount will be held until the event concludes. If damages occur in the MAGI,

these funds will be used to cover the cost. Damage costs, additional security fees, and other incidentals, exceeding the amount of the deposit will be applied to the credit card on file. A full list of the damages, costs associated, as well as additional charges will be supplied to the Renter by way of invoice. If no damages have been incurred, a full refund of the initial Damage Deposit will be refunded to the original credit card that it was processed on. A receipt will be provided upon request.

**10. Cancellation Policy**

(a) If either party cancels this Contract more than thirty (30) days before the commencement of the Rental Period, the Deposit will be returned to the Renter less a \$50 administration fee. (b) If the Renter cancels this contract thirty (30) days or less prior to the commencement of the Rental Period, the Renter will pay a \$75.00 cancellation fee.

**11. Security Fee**

Security is mandatory for events taking place outside of MAGI hours at a rate of \$75/hour for main floor events and \$100/hour for second floor events (security fees double on statutory holidays). The cost for Security will be added to the Renter's invoice. The Renter will be charged \$100 for each additional 15 minutes that exceeds the exit time on the contract. Additional Security may apply to events where alcohol is being served.

MAGI hours of operation are:

- 8:30 A.M. to 5:30 P.M. Monday – Friday
- 10:00 A.M. to 5:30 P.M. Saturday
- 12:00 P.M. to 5:30 P.M. Sunday and statutory holidays.

**12. Payment of Rental Fees**

The payment of rental fees and the other charges set out in the Rental Contract is due in full two days prior to the Rental date, unless previous arrangements have been made in advance to invoice the renter. This payment shall not limit the MAGI's right to claim other damages for breach of this Contract.

**13. Outstanding Payment**

The Renter will be charged via the credit card on file any unpaid amount due past 45 days.

Renter Initials           *PS*          

**RENTAL TERMS**

**14. Use**

The Renter shall only use the MAGI facilities in compliance with all statutes, ordinances, rules, and regulations issued by federal, provincial, and municipal governments including all rules of the RCMP, Regina Police and Fire Departments, and the Saskatchewan Liquor and Gaming Authority. The conduct of all of the Renter's employees, guests and caterers while on the MAGI property shall be the responsibility of the Renter. The Renter also accepts all responsibility for any injury to person(s) or property or loss or damage to property or theft of personal property or artistic content on the MAGI premises during the Rental Period or resulting from the Renter's access to the MAGI. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction and termination of this Contract. The Renter, their guests, as well as MAGI staff will treat all parties with courtesy and respect. Abusive behavior of any type will not be tolerated and will result in the right to evict objectionable persons from the Rental Area or the MAGI premises. Violations of this Contract will result in denial of future rental requests.

**15. Setup and Takedown**

The Renter will be granted access to the Rental Area for setting up, including Caterer's setup, during the Rental Period only. The MAGI will provide the tables and chairs needed for your rental in the Centre, but does not provide linens, silverware or tableware. The Renter must provide the MAGI with final numbers and set-up requirements in the rental area at least fourteen (14) days before the event. The MAGI staff will not be responsible for the moving, setting up, or taking down of any equipment brought in by or for the Renter and/or Caterer. The Renter must remove all items brought to the facility at the conclusion of the rental agreement. If items are not removed by Renter, the MAGI will dispose of them as they see fit.

**16. Decorations**

The Renter shall not (a) cause or permit the MAGI facilities to be damaged, altered or defaced in any manner; (b) place any nails, hooks, tacks, screws, or other fasteners into any part of the MAGI facilities; (c) place or permit to be placed signs on painted walls in any part of the MAG facilities; (d) no decorations such as posters, pictures, or banners are to be fastened to walls; (e) the only tape permitted to be used on MAGI flooring is Frog Tape (can be purchased at any hardware store); if any other type of tape is found to have been used the Renter will be charged for the damage; (f) confetti, rice, bird seed, rose petals, glitter, fake snow, bubbles, sparklers and candles are not allowed; (g) all décor items must comply with local fire department regulations; (h) fresh flowers/plants are allowed in approved areas only and must be from a professional grower; plants must be potted in sterile soil; stamens must be removed from flowers which have pollen; special permission must be obtained when using liquids other than water, or other materials that may cause problems i.e. fur, skin, hair, quills, feathers, grasses, hay, wood and/or materials that have been stored outside or in a garage as these all have the potential to harbor insect types which can be harmful to the artwork; (i) the use of aerosol products (i.e. hairspray, spray glue, spray glitter, smoke, fog or hazer machines is prohibited.

If prohibited items are found in the rental space, MAGI staff will request that the Renter remove them.

Renter Initials \_\_\_\_\_

**17. Cleanup**

The Renter agrees to leave the Rental Area in as good a condition and repair as when received at the beginning of the Rental Period. All food, beverages, equipment, and rental supplies must be removed from the Rental Area immediately after each use and no later than the exit time stated on the face of this Contract. Any catering areas used must be cleaned and left in an “as received or better” condition. All trash must be removed from the area and placed in an appropriate trash container. If the Renter is unable to leave the Rental Area in as good a condition and repair as received at the beginning of the Rental Period, the MAGI will have the area professionally cleaned and/or restored at the Renter’s expense.

**18. Caterers**

Caterers must be licensed. Cooking must be confined to the kitchen area ONLY. Sterno food warmers are allowed outside kitchen spaces; however propane burners used for food preparation are prohibited. All food items must be purchased product or supplied by the Caterer due to health regulations. All Caterers’ equipment must be removed the day of the event.

**19. Alcohol**

No alcoholic beverages may be served in the MAGI facility without the proper permits as required by the Saskatchewan Liquor and Gaming Authority (306-787-7363). The Renter is solely responsible for applying for, obtaining, displaying and complying with the terms of any such permit(s). The Renter is responsible for supplying all alcohol, glasses, ice, beer tubs, mix and garnishes. No alcohol is permitted in any other area other than outlined on the liquor license and NO alcohol is permitted outside the doors of the Rental Space. The consumption and/or display of alcohol is prohibited in public areas during MAGI regular operating hours. Guests must be over 19 years of age with valid photo identification, in order to consume or purchase alcohol in the MAGI.

**20. Liability Insurance**

Where alcohol is being served at an event, it is the Renter’s responsibility to provide a certificate of liability insurance at minimum three (3) business days prior to the rental date in an occurrence basis, against claims for bodily injury, and property damage in or about the premises, contractual liability, tenants legal liability, host liquor liability in amounts not less than \$2,000,000 in respect to each occurrence. The MAGI must be included as an additional insured. The MAGI may terminate this contract if the Renter fails to deliver a certificate of liability insurance in compliance with this paragraph. If MAGI terminates this contract for failure to deliver a required certificate of insurance, the Renter shall not be entitled to the return of any fees or deposits.

**21. Food and Beverage**

Food and beverages are only allowed in designated areas. No food or beverages are allowed in the exhibit areas.

**22. Smoking**

No smoking is permitted in any part of the MAGI. Smoking is only allowed outside of the T.C. Douglas Building in designated areas.

**23. Equipment Delivery and Pickup**

All rented equipment and supplies must be delivered the day of the event and picked up by the end of the Rental Period, unless special arrangements have been made, in writing, with the MAGI.

**24. Parking**

Vehicles must park in designated parking only. The semi-circular drive may be used only for loading and unloading people and supplies.

**25. Animals**

No animals are allowed on the premises, with the exception of service animals.

**26. Fire Safety**

All exits and exit signs must be kept clear of obstruction to comply with fire regulations. In case of fire, all individuals in the MAGI must proceed to the main front entrance unless blocked, in which case, exit from the nearest fire exit.

**27. Damage**

The Renter shall be liable for all damage to the Rental Area or facilities of the MAGI attributable to acts or omissions of the Renter, or their employees, agents, guests or caterers.

**28. Technical Equipment**

The Renter shall be liable for damage to technical equipment owned by the MAGI if damage is caused by use. The MAGI will not operate or be liable for damage to technical equipment supplied by outside contractors.

29. Building Security


The MAGI is not responsible for any valuable items left in the Rental Area or the MAGI facility. Other renters may be allowed access to the MAGI during the Rental Period and parts of the building may be open to the public. The Renter should take necessary precautions to protect valuable personal property. For events occurring after hours, Security must be present. The MAGI will book security to be on the premises for the duration of the event. It is up to the discretion of the MAG to determine the number of guards and the required length of their service.

30. Right of Entry and Inspection

The MAGI reserves the right to access, inspect and control the Renter’s event at all times. This right includes, but is not limited to, the right to end the event at any time without liability or penalty of any kind to MAGI. Reasons for ending the event may include, but are not limited to, the following: crowd control, illegal substance discovered at the event, fire code violations or disorderly conduct among guests.

Renter Initials PS

I, the undersigned Renter, shall accept responsibility on behalf of my guests and agents for any damage or theft sustained to the MAGI (premises, equipment, furniture, and all other property) as a result of the occupancy of said premises by our guests/group/organization. I have read and understand the above statements and agree to adhere to the terms set out above. I understand that failure to adhere to these terms will result in additional expenses and charges added to the invoice.

<u>Ram SCOTT</u>		<u>March 15, 2018</u>
Renter Name (printed)	Signature	Date
<u>Jason Ziegler</u>		
Manager, Business & Visitor Experience	Signature	Date