



Date: _____

Gallery Rental Agreement between _____ (renter) and Sooke Arts Council.

Terms of Use: By signing this rental agreement, Renter(s) agree to the following:

Gallery rental rate: \$200 for 2 weeks plus 25% commission on sales - open to public for 10 days (Wednesday of first week to Sunday of second week). The date of your rental begins on a Monday through to the Sunday of the following week. For example: Monday the 1st to Sunday the 14th.

A \$100 deposit is required to hold the space. The balance will be due three weeks before the date of your rental. The date and space are not reserved until the deposit (or full amount) and signed rental agreement are submitted to and received by the representative for the Sooke Arts Council.

We require 3 weeks notice for cancellations. The deposit is refundable **IF** we are given notice 3 weeks or more in advance. After that it is non-refundable. If you paid in full then \$175 of the amount will be refunded. If notice is given well in advance of the 3 weeks you will receive a full refund.

The premises are to be used for the purpose of an art show, including such activities as are necessary and usually incidental to such use. **All advertising is the responsibility of the Renter but Sooke Arts Council will post the event on their website and share on social media.**

SHOW ORGANIZATION

You are responsible for hanging your show. Basic supplies like hammer, nails etc. can be provided. Please consult with us if you have extra heavy/large pieces to display.

Hanging of your show will be either a Monday or Tuesday before the Wednesday opening date. Arrangements will be made as to date and time so someone can let you into the gallery. If you need assistance with hanging please consult with us.

Take-down of your show is to occur at the 4 pm closing time on the final Sunday of your show to accommodate the next incoming show.

Please note: set-up and clean-up time must take place during hours set forth in this agreement.

We require a master list of gallery items by title and price in order to input them into our sales system by the Tuesday before your opening day at the latest.

During your Show

Be present as much as possible during your show to promote your work to visitors.

Volunteers/gallery workers will manage purchases via the Gallery sales system. At the end of your show you will be paid via cheque for 75% of sales totals within one week of the end date.

SPACE & EQUIPMENT SUPPLIED:

The Gallery agrees to provide the space in good working order but makes no special guarantees as to said space's functionality or suitability to Renter's purposes. The Renter is entitled to use the entire central gallery space and any furniture such as tables and chairs at the time of rental. The gift shop portion of the gallery remains. The Gallery is not liable for acts out of its control such as power outages, weather, emergencies, or Acts of God. Renter agrees to return the space in the condition it was provided and to immediately notify the Gallery of any damage, failure, or change in equipment provided.

DAMAGE TO EQUIPMENT, FURNITURE, OR GALLERY:

Renter agrees to pay for any repair or replacement costs of equipment, furniture, or other items that Renter damages within 5 business days. In the event that Renter's clients, or any and all Renter's visitors damage any equipment or items in the space, Renter agrees to pay for any repairs or replacements necessary within 5 business days. **Renter agrees to leave the gallery in the condition it was found**, or a \$100 cleaning fee will be assessed and invoiced.

The Renter agrees that the Gallery holds no liability for any damage or injury caused by use of rental items to Renter or any third party. The Renter assumes all risk of personal property damage or personal injury. If any accident involving the Gallery's rental items has occurred while it is in the Renter's possession, Renter shall make the Gallery aware by written statement of details of occurrence of event including police report and names and addresses of witnesses, if applicable.

LIABILITY:

The Gallery by Sooke Arts Council will not be held liable for any injuries or accidents to the Renter, Renter's employees, Renter's clients/visitors, or any and all of the Renter's property that occur within or outside the gallery premises.

Use of the gallery requires the following in advance:

- Signed Gallery Rental Agreement
- Payment of deposit at the time of booking and balance owing one week prior to the show date

Returned checks will incur additional charges including but not exceeding all bank fees plus \$25 processing fee.

Cancellation requests must be made via email to bookings@sookearts.com and will be responded to promptly by a representative of Sooke Arts Council.

I have read all of the above and fully understand and agree to strictly adhere to each section.

Date of Gallery Rental (as discussed with SAC rep)

Renter's Name _____

Email _____

Phone number _____

Signature _____

Gallery Rep Name _____

Gallery Rep Signature _____