



# Bateman Foundation

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## RENTAL AGREEMENT

Fill out the information below and read the terms of agreement. Once the document is signed, please send a PDF to [rentals@batemanfoundation.org](mailto:rentals@batemanfoundation.org).

Name ("Client")	
Organization	
Phone Number	
Address	
Email	

Event Name ("Function")	
Type of Event (seated dinner, cocktail party, lecture, etc)	
Date	
Number of guests	
Rental time Including set-up/clean-up. Set-up and clean-up will be billed at \$250/hr	
Arrival time for set-up Will supplies be dropped off before hand?	



## RENTAL TERMS

### 1. USE

The Client shall use the Facility for the purpose of the Function and for no other purpose.

### 2. FEES

The Client agrees to pay the Fees set out below plus all applicable taxes for the use of the Facility.

\$250.00 per hour with a minimum of 2 hours.

Rentals that go beyond 11:00pm are subject to an additional \$75/hour fee.

If the Client goes beyond the agreed upon scheduled time additional hours will be billed.

### 3. BOOKING & PAYMENT

Full payment is taken at the time of booking. Bookings and payments can be made online at [batemanfoundation.org/venue-booking/](https://batemanfoundation.org/venue-booking/) or through Andrea Terron at the Bateman Gallery. Fees for any other costs incurred during the function will be invoiced within two business days after the event and are payable within five business days.

### 4. CANCELLATION BY THE CLIENT

A booking may only be cancelled by notice in writing to the Bateman Foundation. The Client remains liable for payment of a cancellation fee in accordance with the following schedule.

Where written notice of cancellation is received by the Bateman Foundation:

- If an event is cancelled before 24 hours to the start time, all fees will be refunded.
- A cancellation fee of 25% will be levied for rentals cancelled **less than 24 hours** to the Function's start time.

### 5. CANCELLATION BY THE BATEMAN FOUNDATION

The Bateman Foundation reserves the right to refuse or cancel any booking where the requested booking, in the sole opinion of the Foundation, conflicts with the Foundation's mission statement and/or policies, the Function is not suitable for the Facility, or the proposed activities may be unlawful, present a risk to public safety or persons using the space or facility, or be contrary to public policy. Such bookings will be cancelled subject to the return of the Client's fees.

If the Facility is unavailable for any reason beyond the reasonable control of the Gallery, including fire, earthquake, storm, global pandemic/epidemic, utility outage or failure, and/or Act of God, this Rental Agreement shall terminate, and the Client shall have no right to, nor claim for, damages or compensation from the Gallery, its board, officers, employees, family, contractors or agents.

### 6. TERMS OF USE

**"As-Is":** the Facility is rented "as is". **Under no circumstance will artwork or light fixtures be moved, covered up or have anything adhered to them.**

**No Alterations:** The Client will not alter the Facility without the prior written consent of the Foundation, which consent may be arbitrarily withheld. Decorations, exhibits or displays for the Function shall not be



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stapled, tacked, taped, wired or otherwise attached to the Facility walls, ceilings, floors or contents. Ribbon, string or pipe cleaners may be used to attach decorations to tables or other freestanding furnishings. All plants and flowers must be treated with a pesticide before their arrival at the gallery. **Plants and flowers must be removed immediately after the Function. No open flames are permitted.**

**No Signs:** No signs or banners relating to the Function may be affixed to the exterior or interior of the Facility without the expressed written consent of the Foundation. Free-standing signage in the reception area may be used in agreement with firecode safety. **All signage must be removed immediately after the Function.**

**Licenses and Permits:** The Client shall obtain all permits and licenses required for the Function, and shall immediately pay when due any and all license fees, permit fees, assessments and taxes that may be imposed by any government or government agency whether federal, provincial or municipal with regard to Client's use of the Facility.

**Special Event Permit:** The Bateman Foundation is not licensed for the sale or service of liquor. If liquor is to be consumed at the Function, it is the responsibility of the Client to obtain a Special Event Permit. The Client may apply for a Special Event Permit at any BC Government Liquor Store or online. The Special Event Permit must be presented to the Gallery prior to the Function. **It is illegal to serve alcohol in the Bateman Gallery without a Special Event Permit.**

**Food, Beverages and Catering:** Fees do not include food, beverage, linens, glasses, cutlery, servers, music or equipment rentals. Catering, including food, bar service, tables, linens, cutlery, china and glasses, music, and waste removal are the responsibility of the Client and the caterer and **all such items must be removed from the Facility immediately following the Function**. The Gallery must approve the arrangement of tables and podiums brought into the Facility in advance. Outside Caterers must make an on-site inspection prior to the event to ensure suitability. Due to site limitations **no cooking is allowed on site. Due to their potential for staining, red wines, red juices, and red sauces are not permitted anywhere in the Bateman Gallery**. The Bateman Gallery does not have a sink, dishwasher or kitchen.

**Set up and Clean up:** Arrangements for set up and clean-up of any food and drink, chair, tables, table covers, utensils, glassware, displays, decorations, entertainment, extension cords, audio-visual equipment, etc., are the sole responsibility of the Client. **It is the responsibility of the Client to provide adequate personnel to help set-up before the Function and clean up after the Function**. All tables, chairs, podiums, speakers etc. must be kept at least **2 feet** from all artwork. All equipment related to the Function must be removed from the gallery immediately after the Function and must be removed from the building before 10:00am the next morning. **All garbage and recycling must be removed by the caterer/Client immediately after the Function**. The Gallery is not responsible for rented equipment that is missing or damaged.

**Condition of Facility:** The Client will keep the Facility in a clean and sanitary condition at all times, and upon completion of the rental, the Client will deliver up possession of the Facility to the Gallery in the same condition as at commencement. **If the Facility is damaged by Client, its agents, contractors, employees, patrons or guests, the Client shall pay upon demand the sum required to restore the Facility to the condition it was in prior to such damage.**



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**Safety/Compliance with Laws:** The Client shall use the Facility in a careful and safe manner, in compliance with all applicable federal, provincial, regional and municipal laws, bylaws, and regulations, including those governing the use and occupancy of the Facility. Due to fire regulations, no more than 75 persons are permitted in the gallery for seated Functions and 100 for Functions in which guests are standing. Capacity numbers are also dictated by the BC government and Health Canada in regards to COVID-19 and other pandemics.

**Public Safety:** The Client agrees to conduct its activities in the Bateman Gallery with full regard to public safety, and shall not bring into the Facility any materials or equipment which may cause bodily injury (including death) to any person in the Facility or which may constitute a hazard to the Facility or the property therein, without the prior written approval of the Bateman Gallery, which approval may be arbitrarily withheld.

**Safety and Emergency Procedures:** The Bateman Gallery shall have the right to make announcements, interrupt the Function or evacuate the Facility in the interest of public safety, and the Client shall cooperate in such announcements, interruptions and evacuations. If the Bateman Gallery is evacuated during a Function, the Client shall, subject to the evacuation or interruption, retain possession of the Facility for sufficient time to complete the Function providing such time does not interfere with another client, and if it is not possible to complete the Function, the Fee may be adjusted at the sole discretion of the Bateman Gallery. The Client hereby waives any claim of damages or compensation from the Bateman Gallery arising from such evacuation or interruption.

**Notification of Damages:** The Client will notify the Bateman Gallery immediately of any damages, nuisances, malfunctions or obstructions occasioned in or about the Facility.

**Royalties:** The Client is solely responsible for obtaining all licenses with regard to the use of copyrighted music, dramatic or other works in the Bateman Gallery and shall immediately pay when due any and all royalties, fees and costs arising from the use of such works and from the use of any patented, trademarked, or franchised articles, devices, or processes in or on the Bateman Gallery.

**The Robert Bateman Marks:** The use of trademarks, trade names, service marks, logos, designs and symbols that belong to the Bateman Gallery is forbidden unless a written authorization is obtained in advance from the Bateman Foundation. Except for the purposes of describing the location of the event, the words 'the Bateman Foundation and/or the Bateman Gallery must not appear in any advertising or notices with regard to the event unless the Client secures written permission from the Bateman Foundation. The Client agrees to seek prior approval of any design and promotional material that features these terms.

**No Dancing:** **Dancing is not permitted at the Facility.**

**Musical Performance:** Musical performances may be held in the Bateman Gallery. SOCAN fees are payable as noted under Royalties.

**Photography:** **Photography without flash is permitted.**



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**Merchandising:** Sales of merchandise must be approved in advance by the Bateman Gallery.

**Smoking:** **Smoking or the use of E-cigarettes are not permitted** anywhere within the Bateman Gallery or Steamship Terminal.

**Devices and Electrical Equipment:** All devices, equipment and materials used in conjunction with the Event shall meet all applicable standards and specifications required by law or regulation, including Canadian Standards Association standards.

**Deliveries:** **All equipment related to the Function must be removed from the gallery immediately after the Function and must be removed from the building before 10:00am the next morning.** Daytime deliveries and pick-ups must be made through the west entrance of the building. The Bateman Gallery is not responsible for rented equipment that is missing or damaged.

**Client Property:** The Client may have property delivered to the Bateman Gallery prior to the commencement of the rental period with written consent from the Bateman Gallery. All property of the Client brought into the Bateman Gallery in connection with the Event shall be at the sole risk, and be the sole responsibility, of the Client, and the Bateman Gallery shall not be liable for any loss or damage to such property from any cause whatsoever. The Client will remove all of its property from the Bateman Gallery on, or before the end of the rental period, and if the Client fails to so remove its property, the Bateman Gallery may remove such property at the sole risk and expense of the Client. The Bateman Gallery shall have no responsibility, or liability (including for loss, damage or theft) with respect to Client property removed from the Bateman Gallery.

**Management of Facility:** The Bateman Gallery retains the right to manage and control the Facility at all times and to enforce, or cause the enforcement of, all applicable laws, bylaws, regulations and policies (including as to minimum and maximum occupancy of the Facility). The representatives of Bateman Gallery may enter and inspect the Facility at any time during use by the Client. The Client agrees to comply with all reasonable orders, rules and regulations of the Bateman Gallery concerning the use of the Facility as declared from time to time, and to adhere to reasonable direction from the representative in charge of the Facility during the function.

## **7. LIABILITY**

**Use At Own Risk:** The Bateman Gallery is used at Client's own risk. The Gallery is not responsible for damage to or loss of personal effects or equipment, nor injury to the Client or any persons in attendance at any Function organized by the Client. Any damage to equipment or property as a result of the Client's event will be the sole responsibility of the Client.

**Indemnity:** The Client shall indemnify and hold harmless the Bateman Gallery, its governors, employees, family, contractors and agents from and against any and all claims, suits, penalties, expenses (including legal fees) or damages, including those for bodily injury or death, damage or destruction of property, and infringement of intellectual property rights (including failure to pay applicable copyright fees), arising out of this Rental Agreement, the use of the Facility by the Client or the act, omission or negligence of the Client, or its directors, officers, employees, contractors, members, family, agents, invitees or those for



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whom the Client is responsible at law.

**Insurance:** The Client shall obtain and maintain Commercial General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury, (including death) and damage to property including loss of use thereof. Such insurance shall include coverage for broad form property damage, contractual liability, completed operations and product liability. The Bateman Foundation shall be named as an additional insured on the policy, but only with respect to the operations of the Client in the performance of this Rental Agreement. The Client shall provide to the Bateman Gallery not less than 7 days prior to the Function a Certificate of Insurance evidencing the required insurance is in force and effect. The Client covenants that the amount of insurance coverage required to be acquired by it under the provisions of this Rental Agreement shall not be construed to, and shall in no manner, limit or restrict the liability of the Client.

## 8. MISCELLANEOUS

This Rental Agreement is the entire agreement between the Bateman Gallery and the Client with respect to its subject matter. This Rental Agreement cannot be delegated or assigned by the Client without the prior written consent of the Bateman Gallery, and shall be governed by and construed according to the laws of British Columbia and shall endure to the benefit of and be binding upon the successors and the permitted assigns of the parties. No variation or modification of this Rental Agreement and no waiver of its provisions or conditions shall be valid unless in writing and signed by a duly authorized signatory for each party.

**By signing this Agreement the Client agrees to be bound by the rental terms.**

X \_\_\_\_\_ / \_\_\_\_\_  
Client Signature Date

\_\_\_\_\_  
Client/Contact Name (print)