

# 2021 LAUREL PACKINGHOUSE RENTAL CONTRACT

Laurel Packinghouse 1304 Ellis Street Kelowna BC V1Y 1Z8  
778.478.0325 [sweber@kelownamuseums.ca](mailto:sweber@kelownamuseums.ca) [www.kelownamuseums.ca](http://www.kelownamuseums.ca)

## Terms and Conditions

### TEMPORARY COVID-19 CONDITIONS THAT FORM PART OF THIS CONTRACT

At this time, events through the end of 2021 must be limited to fifty people (including all service providers hired and two KMS Event Staff), and a written plan must be provided in advance by renters as to how guests' entry/exit, seating, food service, bar service, movement through the space and health & safety considerations will be monitored. Buffet food service is not permitted. Social distancing in terms of seating must be accommodated in the floor plan and planned for in terms of non-seating aspects. Renters must specify an individual who will be present throughout each event and will act as a liaison with our staff to monitor and address concerns. KMS reserves the right to cancel any event should the plan presented to us not sufficiently address any concerns we may have, and should the event logistically not align with the limit on participants.

**1. Deposit:** A **non-refundable, non-transferable** deposit of fifty percent of the rental fee is due at the time of booking and is required for confirmation of your booking. The remainder of the rental fee is due no later than 21 days prior to the date of the rental. We are not able to process American Express or EFTs. NSF cheques will result in an additional charge. Registered charitable/non-profit organizations must provide their registration number at the time of signing in order to qualify for the reduced, non-profit rates. Deposits are not transferable to an alternate date or party.

**2. Cancellation:** Cancellation notification received in writing 30 days or more before the date of the rental event will receive a refund not including the non-refundable rental deposit. If a cancellation notice is received 29 days or less prior to the date of the rental, the full rental fee will be charged. Refunds will not be provided if an event must be cancelled while in progress due to circumstances beyond our control, such as fire, flood or power outage, or any other circumstance, including COVID-related concerns, in which the building must be closed in the interests of visitors health and safety.

**3. Insurance:** The Renter will procure and maintain \$2,000,000 THIRD PARTY LIABILITY INSURANCE for the contracted time frame. The Kelowna Museums Society and the Laurel Packinghouse must be named as additional insured. Evidence of this insurance is mandatory prior to use of the facility. It may be purchased through any broker of choice.

**4. Alcohol and Bar Service:** All British Columbia Liquor Control Board regulations must be met. A BCLCB Special Occasion License must be provided to the Coordinator prior to the day of the event, and must reflect guest count, NOT venue capacity. Last call is no later than midnight, and last service is no later than 12:30am. Certified bartenders are essential.

#### **5. Personnel:**

The renter is to provide all the necessary people to set up, clean up, and operate the event. Kelowna Museums Society staff is not responsible for the operation of the event.

The renter is wholly responsible for sub-contractors and service providers, their conduct, and their adherence to the *Terms and Conditions* of the Rental Contract.

The renter will ensure that the maximum number of persons using the museum shall not exceed the approved capacity.

**6. Set-up/Take-down:** KMS staff is responsible for set-up and take-down of KMS chairs and tables. Renter's responsibilities consist of removing all items brought in for the event, and returning the kitchen to pristine condition.

Access to the venue will be no earlier than 9:00am, without an hourly charge prearranged. **Time involved for deliveries, set-up and take-down is within the rental period.** The Coordinator reserves the right to return the premises to pre-rental condition at the expense of the renter, should the renter fail to do so.

\*Any machinery brought into the venue must be prearranged with the Coordinator, prior to event date, and confirmed in writing.

**7. Flames and Gases:** No open flames are permitted inside the building. Candles may be enclosed in glass and lit, but not placed on windowsills or in washrooms. Wax drips on any building surfaces may result in damage charges. No sparklers are to be used inside or out. The use of CO2 cannisters, vapour, aerosols or any particulate spray which may impact smoke detectors or the HVAC system are strictly prohibited. No use of charcoal or wood in or around the Laurel Packinghouse is permitted.

**8. Decorations:** Under no circumstances will the use of nails, screws, tacks, pins, or any other devices, which are inserted into the physical structure of the building, or confetti, be permitted. Further, nothing (including and especially **tape**) is to be attached to painted or finished surfaces, including floors and walls, nor to any part of the building. **Renters must ensure vendors and service providers fully comply.**

**9. Air Conditioning:** The loading bay door is opened only for the delivery/pick-up of event materials and catering. Ask staff for help. All other doors must remain closed in order to sustain the HVAC system.

**10. Smoking:** Smoking will only be permitted **off** the Laurel Packinghouse property and must be more than 3 meters away from doors. Smoking is not permitted at the back of the LPH on the gravel, on the back deck, front stairs or ramp. Use of the butt dispenser on the walkway is strongly encouraged.

**11. Deck use:** Use of the deck at the Laurel Square side of the venue is welcome until 10:00pm, with no alcohol or smoking allowed. Deck rentals can be arranged to secure a licensed area and/or an extension of the rental area. A separate contract in addition to this one must be prearranged for dedicated deck use.

**12. Laurel Square:** The park adjacent to the Laurel Packinghouse is city-owned and operated. It can be reserved as a rental space through City personnel. The Laurel Enterprise Coordinator can supply that contact information. No smoking is allowed, although the Square can be secured as a licensed area.

**13. Sound/Music levels:** Music ceases no later than **12:30am**, at which time take-down begins. No music/sound system may be used outside the building. Any fines levelled against the renters and/or KMS by the City of Kelowna or the RCMP will be paid by the renters. A minimum fine is \$500.00.

**13. Propane:** Propane tanks are strictly prohibited inside the building. Renters and their caterers must make arrangements with the Coordinator regarding **any** plans to cook outdoors.

\*No open charcoal/wood grills allowed.

**14. Event end time:** The renter will end the event by 1:00am at the latest. The renter must then clean the kitchen and remove all goods brought in for the event before doors are locked at 2:00am. Take-down starts no later than 12:30am. Failure on the part of the renter or the renter's sub-contractors to clean the kitchen and clear items out of the Laurel Packinghouse before the next day will result in **an automatic, minimum additional fee of \$250.00.** Arrangements must be made regarding service provider/supplier pick-up that allows them to do their work in an adequate time that corresponds with the 2:00am closure.

**15. Exhibits:** No exhibit cases, wall panels, or photographs are to be moved or altered, or used as resting places for food/drink. No confetti is allowed indoors.

**16. Parking:** There is public, City-controlled parking downtown adjacent to the Laurel Packinghouse and in nearby lots. Parking hours and fees are posted by the City of Kelowna. The Kelowna Museums Society can not be held responsible for any parking fines. **NO** parking is allowed in any of the spaces adjacent to the Rotary Centre for the Arts, at any time; Laurel renters, guests, vendors, and service providers there will be towed.

**17. Security and safety:** Renters, guests and sub-contractors must respect directives of Kelowna Museums Society staff regarding any aspect of use of the venue. KMS staff have access to all parts of the venue at all times. \*Due to the heritage nature of the venue, shoes must be worn at all times in order to avoid splinters.

**18. Promotion/Advertising:** The name and logo of the Laurel Packinghouse and Kelowna Museums Kelowna Museums may not be used in event promotion and advertising without prior written approval from the Laurel Packinghouse Coordinator. KMS may promote public events on the KMS web page and social media, upon receipt of publicity information provided by the renter.

**19. Termination of Agreement:** The Rental Coordinator and the Kelowna Museums Society reserve the right to terminate the Rental Contract at any time. If an event is shut down by KMS Staff for contravention of KMS Terms & Conditions, there will be no compensation to the renter.

**20. Contract confirmation:** The booking is confirmed when:

- the Facility Rental Contract has been read, signed and dated by the Coordinator, and completed to the satisfaction of the Kelowna Museums Society then countersigned/dated, with receipt attached;
- a rental deposit of half the rental rate has been received;
- credit card details have been included in the contract;
- the renter agrees to final payment in advance of the event, using the given credit card

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## Laurel Venue - Booking Checklist

- ❖ read, sign, date and return your contract to the Laurel Enterprise Coordinator, Shelley Weber [sweber@kelownamuseums.ca](mailto:sweber@kelownamuseums.ca)
- ❖ pay your nonrefundable, nontransferable deposit and provide credit card information
- ❖ provide your Covid-19 safety plan
- ❖ provide proof of liability insurance (see #3)
- ❖ provide both pages of the floor plan
- ❖ make arrangements for a Special Event Permit, if applicable (see #4)
- ❖ provide names of service providers and key personnel, and key times

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## LAUREL PACKINGHOUSE FACILITY RENTAL AGREEMENT

EVENT NAME:

<b>Date(s) of Event:</b>		<b>Booking date:</b>	
<b>Renter:</b>		<b># of guests:</b>	
<b>Contact at event/email:</b>		<b>Alt. contact:</b>	
<b>Phone:</b>		<b>Address:</b>	

<b>Facility Rental</b>	<b>Times</b>	<b>Notes</b>	<b>Total Cost</b>
Laurel Packinghouse	9:00am - 2:00am	*Renters must advise participants of relevant <i>Terms &amp; Conditions of using the venue.</i> Last call no later than midnight. Last service by 12:30am. Guests gone by 1:00am. Doors locked by 2:00am.	\$2600.00
Okanagan Wine & Orchard Museum		Open to guests during event.	

<b>Credit Card</b>	Name:	VISA: MC: <b>AmEx and EFTs: not accepted</b>	Exp: V code:
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<b>Rental Fees</b>	<b>Amount</b>	<b>Method</b>	<b>Date Paid</b>
Total rental fee:	\$2600.00		
<b>Nonrefundable, nontransferable</b> deposit:	<b>\$1300.00</b>		
Final balance: Due on/before:	<b>\$1300.00</b>		
Rental of glasses, optional, \$200.00			

The undersigned has read and agrees to be bound by this Rental Contract. The undersigned recognizes that the deposit is non-refundable and non-transferable. The undersigned is responsible for communicating and assuring that all parties involved with the rental event, including service providers and guests, are aware of and adhere to the *Terms and Conditions* of use, and understands that a financial charge will be levied if the *Terms and Conditions* of use are not adhered to by any attendee.

Due to unpredictable circumstances with respect to the COVID pandemic, it may be that KMS will adapt to new considerations as they arise. KMS may determine that events may have to be restricted or cancelled, in conjunction with government mandates and health considerations.

SIGNED: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Renter

Laurel Enterprise Coordinator

DATE: \_\_\_\_\_

DATE:

\_\_\_\_\_