

2022 LAUREL PACKINGHOUSE RENTAL CONTRACT

Laurel Packinghouse 1304 Ellis Street Kelowna BC V1Y 1Z8
778.478.0325 sweber@kelownamuseums.ca www.kelownamuseums.ca

Terms and Conditions

TEMPORARY COVID-19 CONDITIONS THAT FORM PART OF THIS CONTRACT

Events will continue to comply fully with the PHO mandates. Social distancing in terms of seating may have to 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 renters/guests be noncompliant 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 on the back or front decks, stairs, ramp or in the park. Use of the butt dispenser on the walkway outside the main entry 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 the Laurel Enterprise Coordinator. No smoking is allowed, although the Square can be secured as a licensed area until no later than 10:00pm. Conditions apply.

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 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

Laurel Venue - Booking Checklist

- ❖ read, sign, date and return your contract to the Laurel Enterprise Coordinator, Shelley Weber 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

LAUREL PACKINGHOUSE FACILITY RENTAL AGREEMENT

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

Facility Rental	Times	Notes	Total Cost
Laurel Packinghouse	9:00am – 2:00am	*Renters must advise participants of relevant <i>Terms & Conditions</i> of using the venue. Last call no later than midnight. Last service by 12:30am. Guests gone by 1:00am. Doors locked by 2:00am.	\$2600.00

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

APPROVED: _____
Laurel Enterprise Coordinator

DATE: _____

DATE: _____



Terms & Conditions for use of the Laurel Square

This agreement between KMS and the client pertains specifically to the use of the Laurel Square in conjunction with an event already contracted for at the Laurel Packinghouse. The Laurel Square cannot be contracted for use on a stand-alone basis through KMS. Once signed, this agreement becomes part of the main rental contract and is subject to all the terms and conditions therein.

Day/date/time frame: _____

Event: _____ **Renter:** _____

Smoking: All City of Kelowna parks are smoke-free. Smokers must be directed to the sidewalk at the main entrance off Cawston Avenue, where there is a butt dispenser.

Alcohol: Without licensing, fencing and security in place, no alcohol must be taken into the Laurel Square at any time. Licensing is subject to a pre-arranged, formal addendum to the rental contract. The only outdoor areas where alcohol may be consumed as part of a rental event is on the patio and/or in the Laurel Square, within the cordoned area and no later than 10:00pm.

Décor: The shunting truck, irrigation flume, bug hotel, apple box Exploratorium, game board and interpretive signage must be left completely untouched by décor. Nothing can be painted, staked to trees or infrastructure, or nailed, pinned, taped.

Furnishings: KMS furniture will not be available outside. Renters are responsible for bringing all furnishings to be used outside and removing them by the end of the contracted time.

Garbage/recycling: Renters are required to bag all garbage and recycling and leave it outside the single back door of the Laurel, on the deck.

Security: Renters are entirely responsible for the security of goods and furnishings in the outdoor areas, including the Square and the deck. Fencing can be rented and installed to ensure a fully private event and is essential for the Square to be a licensed area. Fencing must be removed by contractual end-time.

Cost: \$500.00

Renter's/s' signature: _____

Shelley Weber/KMS signature: _____

Payment method: _____ Date: _____

KELOWNA MUSEUMS SOCIETY RENTAL CONTRACT
OUTDOOR UPPER DECK USE LAUREL PACKINGHOUSE

Day/date of event:

Renter:

Time frame for use of deck:

Alternate person monitoring guests' use of deck:

Terms & Conditions:

1. Under no circumstances is smoking allowed on the deck or in Laurel Square.
2. Under no circumstances is cooking allowed on the deck or in Laurel Square.
3. Under no circumstances can the door(s) be propped open.
4. Alcohol may be taken outside, within the demarcated area of the upper rear deck, and only when a Special Event Permit is in effect.
5. KMS furniture may not be taken outside.
6. Direct access to the deck from the Laurel Packinghouse will end at 10:00pm.
7. Event Staff have the right, and the responsibility, to stop access to the deck if guests persist with smoking or other unacceptable behaviour.
8. *Terms & Conditions* of the KMS Rental Contract apply, and it is the expectation that renters will advise their guests accordingly.

credit card	Name:	VISA: MC: AmEx and EFTs: not accepted	Exp: V code:
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Rental Fees	Amount	Method	Date Paid
Total rental fee: <i>\$100.00 per hour from start of SEP through 10:00pm</i>	\$		
Due on/before:			

The undersigned has read and agrees to be bound by this Rental Contract in conjunction with the KMS Rental Contract securing the main venue. 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.

SIGNED: _____
 Renter

APPROVED: _____
 Laurel Enterprise Coordinator

DATE: _____

DATE: _____