



FACILITY USE AGREEMENT

SELKIRK COMMUNITY ARTS CENTRE (hereafter "SCAC") makes its facilities available to groups or organizations for meetings, workshops or other events, whenever possible. Based on your completion and acceptance of the Facility Use Proposal form, SCAC would be pleased to accommodate your event.

Name of Individual/Group/Organization (hereafter, "User"): _____

Address: _____

Phone Number(s): _____

Contact Email: _____

Date(s) and time(s) of workshop/meeting/event: _____

Nature of workshop, meeting or event: _____

Space(s) being reserved: _____

Facility Usage Fee Required [] \$50 [] paid

For purposes of this Agreement, any reference to facilities includes reference to any portion of 250 Manitoba Avenue, Selkirk, Manitoba, including the main gallery, Sparks Space, furniture, equipment and parking lot.

TERMS AND CONDITIONS

1. User is required to abide by all SCAC guidelines, requirements, and other restrictions regarding usage of the facility.
2. User agrees that it will not use the facility for any unlawful purpose and will obey all laws, rules, regulations of all governmental authorities while using the above-described facility.
3. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including the main gallery, Sparks space, restrooms and parking lot.
4. User agrees to hold harmless, indemnify and defend SCAC (including SCAC's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above-described

premises, its entrances, exits or restrooms, the surrounding areas, for User's purpose, regardless of whether such injury or damage results from the negligence of the SCAC (including SCAC's agents, employees and representatives) or otherwise.

5. The User agrees to pay a \$50 facility use fee to SCAC upon signing of this Agreement, except as in paragraph 8.
6. The User agrees not to move, touch or otherwise interfere with all artwork on display.
7. The User will communicate with event participants as necessary regarding event instruction, supplies, dates, times and fees.
8. Member Users who intend to use the facility for a workshop, agree to collect any workshop fees and to remit 15% of the total of all course fees collected to SCAC.
9. The User agrees to ensure all electrical appliances are unplugged following the event.
10. The User agrees to remove all garbage from the facility immediately following the event.
11. SCAC agrees to assign a liaison from the Workshop & Events Committee with whom the User shall communicate.
12. The User agrees to provide the SCAC liaison with a completed Program Report Form. (This is important information SCAC needs to comply with grant requirements).
13. If requested by the User, SCAC may advertise the event in the membership newsletter and all SCAC social media platforms.
14. If requested by the User, SCAC will provide a poster template with SCAC logo for use by the User.
15. SCAC will have a SCAC member present to open and close the space at the requested date and time of the event.

- 16. SCAC will make available coffee, tea, sugar, coffee whitener and water. Any other refreshments will be the responsibility of the User.
- 17. SCAC will provide a CD player, chairs and tables.
- 18. In the event of damage to SCAC's facility, those using SCAC's facility shall accept the amount of repair and replacement costs as estimated or otherwise determined by the SCAC or its designee and shall pay the SCAC for such repair and replacement costs upon demand.
- 19. Both parties claim independence from one another and act as separate entities, and *nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.*
- 20. This Agreement sets forth the entire agreement and understanding between the parties pertaining to the subject matter other than as expressly provided in this Agreement. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties.

User represents and warrants that it has read and fully understands all guidelines, requirements, restrictions, and other provisions set forth in the Facility Use Agreement, requests usage of SCAC's facilities as indicated above, and accepts, agrees to, and will in all respects fully and timely comply with the Facility Use Agreement.

User Signature: _____
Print Name: _____

Date: _____

SCAC: _____
Print Name: _____

Date: _____