

PORT MOODY ARTS CENTRE

Rental Terms and Conditions

GENERAL TERMS

1. Two hour minimum rentals with 1 hour increments. Part hours are rounded to the next full hour.
2. If rental is outside of regular operating hours, renter must pay an additional \$30 per hour for after-hours staff time.
3. All events must end no later than 1:00 am.
4. Failure to vacate the premises by the agreed-to end time, will result in a \$100 per hour surcharge (or any portion of the hour).
5. The Port Moody Arts Centre (herein after referred to as "PoMoArts") assumes no responsibility for lost or stolen property, property damage or injuries during the activities authorized by this agreement.
6. All City of Port Moody owned or operated buildings are designated 100% smoke free. Smoking Regulation Bylaw No. 2773. Smoking is only permitted 7.5 metres (25 feet) away from any window, door or air intake.

PAYMENT & BOOKING

1. All rooms and facilities are booked on a first come first served basis. To secure a booking the renter must prepay a minimum of 50% of the rental fee or \$200, whichever is lower.
2. All renters must sign the rental contract, initial the terms & conditions document and present a valid insurance certificate. These documents are to be submitted to the Port Moody Arts Centre (due no later than 15 days before the rental date).
3. Final payment for rental can be made by cash, Debit, Visa or Mastercard in person or by phoning our front desk (604-931-2008) for credit card payments. Payment must be made in full at least 15 days prior to rental date or as per the term indicated on the invoice.
4. The cancellation policy is as follows, subject to written notice of cancellation:
 - 30 days or more: Rental fee returned less a 10% administrative charge
 - 15 to 29 days' notice: 50% of rental fee will be retained, or \$200 – whichever is lower.
 - 0 to 14 days' notice: Full rental fee is retained; no refund for last minute cancellations.

DAMAGE DEPOSITS/REFUNDS

1. PoMo Arts may cancel a rental to accommodate for any in-house functions, maintenance/cleaning or undetermined events. In the event of a cancellation by PoMo Arts, a minimum of two weeks' notice will be provided. In extreme unforeseen cases, PoMo Arts may

cancel with no advance notice (for an emergency situation only). In the event that PoMo Arts must cancel the renter with less than 14 days' notice, all deposits and fees will be reimbursed to the Licensee.

2. Facilities, amenities and all surrounding areas shall be left in the condition they were prior to use. **Terms and Conditions must be strictly followed. Failure to do so may result in additional charges being billed to the Licensee, at the discretion of PoMo Arts.**
3. The renter is responsible for damage inflicted to any part of the facility during the Licensee's event and all costs for damage repairs, lost furniture, and staff overtime will be billed to the renter accordingly. Note that damage repair costs are assessed by City of Port Moody maintenance staff and invoices are issued to rental client as proof of total repair cost. The Licensee will make payment for all invoiced repairs or equipment replacement within 10 business days of repair/replacement work completion.

SET UP, CLEAN UP, CATERING & KITCHEN PROCEDURES

1. Renter is responsible for setup and post-event cleanup of the room within scheduled rental time.
 2. The rental group is responsible for table and chair set up and take down.
 3. Tables and chairs must be stored or stacked properly after event.
 4. Renter is responsible for providing their own stereo and/or audio visual equipment.
 5. The seating capacity of each facility/room must be adhered to.
 6. Tables and chairs are not to be dragged across the floor.
 7. Tables and chairs are not to be removed from the premises of the facility.
 8. Absolutely NO STAPLES, TACKS OR TAPE ON TABLES OR WALLS.
 9. All garbage & recycling must be removed from room and placed in the appropriate bins provided. Additional bags and bins can be obtained through the staff.
 10. All rooms must be left clean and tidy at the end of event.
 11. If food is served, all health regulations under the *Health Act* must be met. No cooking is permitted on premises. Any person/caterer who serves or prepares food or drinks must have an interim permit for that function.
1. All secondary service providers related to a rental (ex: caterers, decorators, etc.) must arrive during the rental contract period. Access to the room or building outside of contract time frame will not be allowed.
 2. Coffee urns and serving supplies (i.e. cutlery, glassware, dishes, linens, etc.) are to be supplied by renter.
 3. No BBQs and/or propane tanks are permitted.
 4. Fridge use is not available to the renter.
 5. No confetti or rice is to be thrown inside or outside facilities.
 6. Glitter is prohibited from our rental facilities (in any form: makeup, costume, decorative).
 7. CATERERS MUST REMOVE ALL SUPPLIES NIGHT OF RENTAL. No exceptions.

INSURANCE, LIQUOR & PERMITS

1. Rental groups must present a General Liability Insurance certificate and, if serving liquor, a HOST Liquor Liability Insurance certificate along with a Liquor License must be obtained by the renter and proof of insurance given to PoMo Arts. See Insurance/Liquor Procedures below.
2. A Society of Composers, Authors and Music Publishers of Canada (SOCAN) fee is required for all renters where music and/or dancing is present. License fee without dancing \$22.06 (plus tax); with dancing \$41.13 (plus tax). Should you require a SOCAN licence, please let us know and we will invoice you for it.
3. In cases where liquor will be brought in and/or consumed, a provincial Special Occasion Liquor License (SOL) is required. The SOL must be obtained no less than 15 days prior to event and may be purchased from the following provincial liquor store located in Port Moody.
#101-130 Brew St. 604-933-2094
4. The SOL must be obtained by the person(s) named on the contract.
5. Individuals issued a SOL may be required to obtain a Serving It Right certificate. For further information, contact a local Provincial Liquor store. <http://www.bcliquorstores.com/special-occasion-licence>
6. The SOL must be presented immediately after purchase to the Port Moody Police Department for approval located at 3051 St. Johns Street and then, taken back to the liquor store for final approval.
7. *B.Y.O.B. (bring your own booze) type functions are **NOT** permitted.*
8. Bar service and music must end at least 30 minutes prior to the end of a rental.
9. Liquor can only be brought in the day of rental during the contract time frame only. All remaining liquor must be removed by end of rental period.
10. All renters must purchase General Liability Insurance for each booking and have a minimum amount of \$2M (\$5M if liquor is served) coverage. **The City of Port Moody and The Port Moody Arts Centre** must be named as co-insured. It is recommended to provide your insurance company with a copy of the rental contract and all applicable event permits.
11. PoMo Arts requires a copy of the insurance certificate no less than 15 days prior to rental date. You may purchase insurance from a company of your choice or from the following list:
 - Online: <https://bc.events.insure> (the Insurance certificate is automatically emailed to us)
 - Port Moody Insurance Agencies: (the Insurance certificate will need to be delivered to PoMo Arts in person or emailed)
 - Leaders Insurance #106-3003 St. Johns St 604-469-1799
 - Port Moody Insurance #390-221 Ioco Rd 604-469-1142
 - Suter Brook Insurance #162 Brew St 604-469-9355