Venue Rental & Catering
Terms & Conditions

1. Planning an Event at the AGW
Thank you for choosing the AGW! Our dedicated staff is excited to work with you to make your event spectacular. We will assist you in selecting the perfect space, catering, and amenities for your special event. We'll help you add those extra-special finishing touches to make your event one to remember!

Please consider these terms & conditions carefully and forward any questions to the AGW Event Manager by phone at **519.977.0013 ext. 133** or email **jfletcher@agw.ca.**

2. Definitions
'AGW' stands for the Art Gallery of Windsor and 'Patron' means the person or company entering into this Agreement with the AGW.

3. Cancellation Policy
Fifty per cent (50%) of the **Venue Rental invoice** will be retained in the case of an event cancellation after the event has been confirmed. The **Venue Rental cancellation fee** will be applied to a rental, provided it takes place in the same calendar year as the original booking.

If cancellation of the Patron's event occurs less than 30 days prior to the scheduled service, 50 per cent (50%) of the **Catering deposit** will be retained.
If cancellation of the Patron's event occurs less than five (5) working days prior to the scheduled service, the Patron is subject to all catering costs for the final number of guaranteed guests.

4. Invoicing & Deposits
Fifty per cent (50%) of the **Venue Rental fee** is required as a deposit to secure the space. The balance owing is due five (5) working days prior to the event.

A deposit of $1,000 or 50 per cent (50%) of the estimated **Catering invoice** (whichever is less), is to be paid at the time the Patron selects their catering menu. The remaining balance of the Patron's account is due ten (10) working days prior to the event.

Rates are subject to taxes and a 15% gratuity.

Venue Rental & Catering are invoiced separately, but all payments must be made directly to the AGW. Payment options include: Visa, MasterCard, American Express, Cash, Debit, Certified Cheque, Draft or Money Order. **Catering deposit must be paid by credit card.*

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5. Guaranteed Numbers

When booking an event, the Patron will be asked to give an estimate of the number of guests expected to be in attendance. A final number of guests attending is required by the Patron ten (10) working days prior to the event.

6. Inspection

The AGW reserves the right to inspect and monitor all private functions. The AGW will not be held responsible for damage or loss of personal property or equipment brought into the function area by the Patron or any member of the Patron's guest list. The AGW will also not assume responsibility for any personal property or outside equipment left behind by the Patron or a member of their party after the event has concluded.

The Patron will be held responsible for any damage or vandalism inflicted on the rented premises before, during or after an event, by a guest or any individual in attendance.

7. Venue Safety

The Patron and all members of his/her party are expected to exude responsible behaviour while renting a space at the AGW. In compliance with the AGW's safety rules, the Patron and all party members must respect the rented space. The AGW assures patrons that rentable spaces are compliant with facility safety guidelines and pose no risk of injury to the Patron or any member of his/her party. However, the AGW holds no responsibility if any improper behaviour is exuded and said behaviour results in personal injury for one or more members of the renting party.

Patrons are encouraged to keep in mind the safety precautions to be taken when alcoholic beverages are being served. All alcohol is to be served in compliance with the strict guidelines of the Ontario Liquor Control Board. Servers reserve the right to refuse alcohol to guests who appear to have reached their limit. No individual other than those hired by the catering company must administer alcohol services to guests. Any violations of these laws that result in injury of a party member or damage to AGW property are direct responsibility of the Patron.

8. Insurance and Inspection of outside Service Providers

The AGW reserves the right to inspect, accept or decline any outside service providers that neglect the AGW's insurance, safety and quality standards. The AGW reserves the right to inspect and review all service providers before approving their services. Insurance documents and service licenses are subject to request at the discretion of AGW staff. The Patron will be notified prior to the event if a service provider has been declined by the AGW.

9. Set-Up

All existing artwork and displays within the rented space are property of the AGW. The AGW reserves the right to maintain the original space and all existing materials within it. By no means may any piece of art, sculpture, painting, etc. be removed by the Patron or any member of his/her party before, during or after the event. The AGW staff reserves the right to determine whether artwork is to be removed in preparation for an event.

The Patron is encouraged to note that scheduled exhibition changes may interfere with artwork being displayed in an available space at any given time.

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10. Removal of Decorations/Equipment/Bar Stock

The Patron's bar stock for a Service Bar, decorations, DJ/band equipment and all personal belongings are to be removed during the tear-down period of the event. Arrangements can be made for next day removal. Please note the AGW is not responsible for any decorations, personal belongings and/or equipment left unattended or over night.

11. Catering for Your Event

The selected menu must be finalized and booked a minimum of fifteen (15) days in advance. The Patron must speak with the AGW Events Manager by calling (519) 977-0013 ext. 133 to finalize menu choices. Customized menus are also available.

**Included in the catering prices are standard black and/or white linen tablecloths and napkins, china, and cutlery.*

**Catering deposit must be paid by credit card.*

12. Outside Food Vendors and/or other Service Suppliers (pre-approved)

Any outside food vendor or food service provider must be pre-approved by the AGW Events Manager. Any of these services (i.e. wedding cakes, desserts, candy, specialty food service/station, etc.) that is to be present at an event, is subject to a $3 per person fee on the total catering price. Delivery, handling and set-up requirements will be determined by the AGW

Delivery, handling and set-up requirements, as well as any additional costs needed for the service to be provided, will be outlined by the AGW Events Manager. The service or handling fee will be billed directly to the Patron on the final **AGW Event Invoice.**

All deliveries for outside service providers must be pre-arranged and coordinated with the AGW Events Manager. Delivery time, load-in, set-up, take-down and removal must be scheduled in sufficient time prior to the event. If these tasks are not pre-arranged and approved by the AGW Events Manager at the determined time and through the AGW loading dock, the AGW may not be able to accept the materials in sufficient time for the event.

14. Delivery of Materials

All deliveries must be clearly labelled to the attention of the AGW Events Manager, along with the name of the function, the date and the room rented. The AGW will not assume responsibility for items left on the Gallery premises following the Patron's event. After 48 hours, remaining items will be disposed of. If outside displays, exhibits and/or products are to be brought in and used, prior arrangements are to be made with the AGW Events Manager for their arrival, unloading, set-up, take-down, re-loading and departure. Such displays, exhibits and/or products are property of the Patron and the AGW assumes no responsibility whatsoever for the loss or damage of these materials, whether caused by the negligence of the AGW, its staff, employees, personnel or otherwise.

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15. Liquor Services

Complete bar services are provided by the caterer. The client will be invoiced according to consumption. Alcoholic beverages will be served in accordance with the guidelines set forth by the Ontario Liquor Control Board. No liquor will be served past 12:45 a.m. All entertainment must cease at this time in order to vacate all special event rooms by 1:00 a.m., unless otherwise arranged with the AGW Events Manager.

A **Service Bar Option** is also available at a cost of $11 per person. The Patron must obtain a **"No Sale Special Occasion Permit"** from the LCBO. Using the permit, the Patron must purchase the liquor, wine and beer from the LCBO, Beer Store and/or Ontario Wine Store. The service charge will include bartender fees, glassware, ice, soft drinks and juice (specialty glassware & holiday events are subject to additional fees).

**Delivery time of the alcohol and Special Occasion Permit is to be pre-arranged with the AGW Events Manager.*

**Please be sure to include an inventory of all the items delivered (to be checked upon arrival with AGW staff) and that all items are in boxes with the Patron's name(s) on them.*

16. Promotional Materials

All signage, promotional materials, etc. brought into the AGW must be pre-authorized before use for an event. These materials must be of a professional nature and may only be used if necessary and are part of the event aesthetics. The AGW does not permit anything to be nailed, posted or otherwise affixed to the walls or any area of the space rented and the surrounding premises.

17. Pyrotechnics and Speciality Décor

All speciality décor and services present at an event must be approved by the AGW Event Manager. No open flames are permitted but candles may be used if they are of votive type and placed away from linens, floral arrangements or any other décor that may catch fire. Special effects (i.e. smoke/fog machines, feathers, glitter, projectiles, etc.) must also be approved before permitted use. The AGW does allow the use of confetti and bubbles at special events.

17. SOCAN

SOCAN fees/tariffs are setup by the Copyright Board and will be invoiced directly to the Patron whenever music is performed or played.

18. Representation and Warranty of the Patron

If the event in question is celebrating a corporation, partnership, association, club, society, etc., the person signing this Agreement represents and warrants to the AGW that he/she has full authority to sign such a contract. In the event he/she is not authorized to do so, he/she will be held personally liable for the loyal performance of this Agreement.

19. Limitation of Liability

THE AGW'S LIABILITY FOR ANY BREACH OF THE ABOVE CONDITIONS AGREEMENT, INCLUDING THE BREACH OF ANY FUNDAMENTAL CONDITION OUTLINED OR ANY BREACH ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE PATRON'S ACTUAL, PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO THE AGW IN COMPLIANCE WITH THIS AGREEMENT. REGARDLESS OF THE FORM OF ACTION (BREACH OF CONTRACT, STRICT LIABILITY, TORT, NEGLIGENCE, OR OTHER LEGAL VIOLATION) THE AGW RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT IF SUCH AN ACTION IS TO OCCUR. THE PATRON ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL THE AGW BE RESPONSIBLE FOR INCIDENTAL, PUNITIVE,

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INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES RESULTING FROM LOST BUSINESS REVENUE OR LOST PROFITS, EVEN IF THE AGW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. General

Any paragraph or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof or thereof. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), no shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall be governed by and interpreted and enforced in accordance with the laws in the Province of Ontario and the federal laws of Canada applicable therein. If the AGW is delayed or interrupted in or prevented from the performance of its obligations hereunder by reason of an act of God, fire, flood, war, labour dispute or other labour disruption, public disaster, governmental enactment, regulation or order or any other cause beyond its control, the AGW shall not be responsible or liable to the Patron therefore. If as a result of any of the foregoing events the Patron's function is cancelled, the AGW will work with the Patron to re-schedule the Patron's function, provided that if the function cannot be rescheduled then the AGW shall return all amounts paid to it hereunder. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the parties in connection with this Agreement, except as specifically set forth herein.

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I have read and hereby agree to the Art Gallery of Windsor Venue Rental & Catering Terms & Conditions.

Event Name | Event Date

Patron Name | Signature | Date

Patron Name | Signature | Date

Event Manager | Date

Recognition of Your Support

The Art Gallery of Windsor is a not-for-profit, charitable arts organization working to collect, conserve, interpret and present Canadian art to the Windsor region. Charitable support, in addition to rental fees, is essential to the AGW's continued success as a valuable cultural resource in the community. The AGW hopes you and your company will consider making a charitable donation of 10 per cent (10%) of your rental fee. In sincere appreciation of your support, we would be pleased to recognize your philanthropy at your event and/or at the Gallery.

THANK YOU FOR CHOOSING THE AGW!
Making memories, one event at a time…

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