



McKay Art Centre
197 Main Street, Unionville

McKay Art Centre Rental Information and Fees

1. BOOKING PROCEDURES

- Rental of the Kathleen Gormley McKay Art Centre (hereafter referred to as the "McKay Art Centre") shall be booked through the Administrator of the Varley Art Gallery of Markham. To make inquiries or do an initial booking request, please call (905) 477-7000, extension 3263 / dcabeceiras@markham.ca.
- A **Booking Request** form must be completed by the artist, or group (hereafter referred to as the "Artist"). When submitting the Booking Request form, first time artists must also include digital images which are representative of the work to be exhibited or provide a website address for viewing. All bookings must be approved by the Administrator of the Varley Art Gallery of Markham.
- After the Booking Request is approved, the artist(s) will receive a confirmation letter and Contract from the Administrator to review and sign. The contract must be signed to ensure that the booking is secured. Please note that in order to ensure fair access to the exhibit space, an individual artist may book one solo exhibition per year, until further exhibition bookings become available and may be offered at the full discretion of the Varley Art Gallery.

2. EXHIBITION SCHEDULES AND FEES

The Artist will use the Art Centre according to the hours stipulated below. Early closing times are permitted. Hours beyond the rental closing time must be approved by the Varley Art Gallery.

<u>Exhibition Days & Hours:</u>	<u>Day of Week</u>	<u>Opening Hours</u>	<u>Closing Hours</u>
Installation Day	Tuesday of rental week	1:00 p.m.	9:00 p.m.
Exhibition (5 days)	Wednesday – Sunday	10:00 a.m.	9:00 p.m.
Dismantle Day	Monday after rental week	10:00 a.m.	1:00 p.m.

Dismantling on Sundays is optional, as long as the artist vacates the Art Centre by the closing hours stipulated above.

Art Centre Fees

Rental (5 days, flat rate): \$713

Parking (flat rate, optional): \$50

Additional Applicable Fees

Liability Insurance: \$102 (per week)

Liquor Liability Insurance: \$234 (per event)

SOCAN Music Fee: Varies

- Rental rates are for the use of the main floor exhibition rooms of the Art Centre only. The Unionville BIA and Studio Rental Artists occupy the 2nd floor of the McKay House; the lower level is frequently used for art classes and camps. Entrance to these areas is usually through the kitchen and the appropriate stairwell.
- The renting of the Art Centre is considered final upon completion of the Rental Contract and accompanied with the **Rental Deposit (50% of the total Rental Fee)**. The booking is not in effect until the deposit and signed contract are received and may be assigned to another user at the full discretion of the Varley Art Gallery. All rental fees are made payable to the **City of Markham**.
- The rental balance is due no later than the installation day. Failure to provide payment will void the contract and result in the loss of the deposit.

3. RESPONSIBILITY OF ARTIST

- Artist is responsible for all aspects of their exhibition (installing, supervising, dismantling, processing payments, etc.).
- Artist receives both a key and alarm activated security system access to the Art Centre on the installation day. The key is not to be given to any other individual and must remain in the possession of the Artist for the duration of the rental. Lost/stolen keys must be reported immediately to Varley staff. If the key is lost/stolen, it is the responsibility of the Artist (key holder) to pay for the rekeying of the building plus the cost of issuing new keys to everyone who already has one. If security guards are dispatched without cause due to the artist's incorrect activation of the security system or the artist's other negligent actions, the artist will be responsible for these related costs as well.
- Each day by Closing Time the artist is responsible to:
 - (i) Ensure all guests have left.
 - (ii) Ensure the kitchen is clean, food is properly stored, and all garbage and waste are disposed of.
 - (iii) Ensure the Art Centre is locked and the security system is properly armed.
- In order to serve alcohol at the Art Centre, a **Special Occasions Permit (SOP)** is required. The Artist must apply for this license at least 14 days in advance at any L.C.B.O. outlet and must post it in a noticeable location during the event, otherwise no alcohol shall be served at the Art Centre. Alcohol can only be consumed in areas indicated on the Special Occasions Permit. Only individuals with Smart Serve accreditation may serve alcohol at the event. Additional information can be found at <https://www.agco.ca/general/general-information-special-occasion-permits>.
- Artist is to notify the Gallery Staff immediately in cases of security issues, any loss or damage to the Art Centre or Artist's assets.
- In the event of a **FIRE or EMERGENCY** the following regulations are in effect:
 - (i) The Artist must observe and obey the Fire regulations.
 - (ii) The Art Centre must be evacuated and 911 must be called.
 - (iii) The Art Centre must not be re-entered until it has been deemed safe to do so by the fire department.

4. RESPONSIBILITY OF GALLERY

- The Gallery provides a hanging apparatus for displaying approximately 50 art works subject to size of works. Display easels for additional works are the responsibility of the artist.
- The Gallery supplies the Artist with the Art Centre Floor Plan and Zero Waste Policy.
- The Gallery monitors closed circuit TV cameras installed on the main floor and perimeter of the Art Centre to provide increased safety and security.
- Standardized labels are provided to the artist for their use (optional).

5. INSURANCE

- The Varley Art Gallery of Markham is owned by the City of Markham and therefore requires that all persons or companies renting City facilities have the insurance coverage with the following attributes:
 - A minimum of \$2,000,000 of Commercial General Liability
 - Name "The Corporation of the City of Markham" as an additional insured
 - Include Full Participant Coverage
- In lieu of obtaining insurance independently, coverage can be purchased through the Varley Art Gallery.
- It is advisable that the Artist acquires appropriate insurance for his or her works of art for the duration of the exhibition.

6. STANDARD POLICIES

- The artist is responsible for the conduct and behavior of their guests.
- The artist shall assume all liability for all damages to the McKay Art Centre caused directly and indirectly by him/herself or his/her invitees. The artist will be responsible for the replacement or repair of any damaged furniture or equipment as well as any damage done to the facility.
- Open flames are not permitted in the Gallery at any time. This veto includes candles, sterno burners, propane, natural gas, or any other type of flame.
- The McKay Art Centre is a smoke-free facility. Smoking is not permitted anywhere inside its building or outdoor courtyard.
- Rental spaces are to be left in the same condition as they were found. Gallery will provide appropriate recycling and compost bins.
- The kitchen facility at the McKay Art Centre is equipped with a fridge and microwave only. The kitchen is not available for food preparation, only food serving. The kitchen is shared by the main floor exhibitors, City staff and art class students.
- No nails, screws or tape of any kind are to be used to hang art work. No tape of any kind, including stickers, may be used to affix display labels to wall. No coloured 'Hold-It' may be used. Only **White 'Hold-It'** is permitted for display labels.

- The front storm door is to remain closed at all times in order to ensure that heating and cooling is properly maintained.
- Nothing shall be permitted to be done or displayed on the premises which is contrary to the Criminal Code, or any provincial or municipal act, by-law, or regulation.

7. UNLOADING AND LOADING OF ARTWORKS

- The driveway at the McKay Art Centre is reserved for Staff only. However, the artist may temporarily use this space for the unloading/loading of art works.
- Unloading and loading of art works may be done through the front or side entrance of the McKay Art Centre.

8. DECORATIONS & SIGNAGE

- Any decorations to be used for the function must be approved by The Varley Art Gallery. Helium balloons and candles (open flames) are not permitted. If items are affixed to the walls, they must be attached in a manner which does not damage the walls. Nails and screws may not be used.
- Artists are required to provide their own signage identifying their event. Artists are permitted to display **2 POSTERS** not to exceed 8 1/2" x 11" – one in the outdoor display board and the other in the Varley Art Gallery's lobby. These must be approved by the Varley Art Gallery's Communication staff prior to posting. According to the Heritage Conservation District Sign By-laws in effect for Main Street, Unionville, **no other signage, (e.g. banners, sandwich boards) or decorations are permitted on the exterior of the building.**

9. PROMOTIONAL MATERIAL

- The Varley Art Gallery does not provide any publicity or advertising for events booked at the McKay Art Centre.
- Use of the Varley Art Gallery logo and wordmark must be approved by the Varley Art Gallery.

10. CANCELLATION POLICY

- Deposit will NOT be refunded if the artist cancels the exhibition at any time.
- If the Gallery is unable to host a contracted exhibition booking at the Art Centre prior to its commencement due to an act of God, or other cause beyond reasonable control, the Gallery will cancel the booking and return the deposit in full to the artist.
- If an exhibition booking in progress at the Art Centre must be cancelled due to an act of God, or other cause beyond reasonable control, the Gallery will prorate the rental fee (excluding insurance and SOCAN fees) based on the number of days the artist has actually exhibited.