

McKay Art Centre Studio Rental Information

SECTION A	-	Overview
SECTION B	-	Studio Schedule and Rental Fees
SECTION C	-	Security, Insurance and Liabilities
SECTION D	-	Responsibility of Artist
SECTION E	-	Responsibility of Varley Art Gallery
SECTION F	-	Deposits
SECTION G	-	Cancellations

SECTION A: Overview

1. Rental of the Kathleen Gormley McKay Art Centre (hereafter referred to as the "Art Centre") shall be booked through the Administrator of the Varley Art Gallery. To make inquiries or do an initial booking request, please call (905) 477-7000, extension 3273.
2. The Booking Request form must be completed by the artist (hereafter referred to as the "Artist") and submitted to the Administrator of the Varley Art Gallery for approval.
3. After the Booking Request is approved, the Artist will receive a confirmation letter and Rental Contract from the Administrator to review and sign. The Rental Contract must be signed to ensure that the booking is secured.
4. The renting of the Art Centre is considered final upon completion of the Rental Contract and accompanied with the Rental Deposit (50% of the Rental Fee). The booking is not in effect until the deposit and signed Rental Contract are received and may be assigned to another user at the full discretion of the Varley Art Gallery.
5. The Unionville BIA occupies two of the 2nd floor rooms 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 kitchen and washroom facilities on the main floor are shared by the main floor artists, City of Markham ("City") staff and art class students.
6. Schedules and Rental Fees are stipulated in the following Section B.

SECTION B: Studio Schedule and Rental Fees

1. The Artist may use the Art Centre studio space between the hours of **8 am and 10 pm**. Hours beyond this rental time must be approved by the Varley Art Gallery.

2. Studio Rental Fees:

Small Studio (12 x 12 ft)	Large Studio (13 x 24 ft, plus conservatory)	Basement Studio	Upstairs Studio
\$343 + HST for each 2-week slot	\$629 + HST for each 2-week slot	\$57 + HST per day	\$286 + HST For each 2-week slot

Rentals are for a 2-week minimum and 3 month maximum.
Taxes & liability insurance are extra.

3. Rental rates are for the use of the main floor room(s) of the Art Centre. **Rates are exclusive of HST.**
4. The rental balance is due no later than one month prior to the rental start date. Failure to provide payment will void the Rental Contract and result in the loss of the deposit.
5. All rental fees are made payable to the **City of Markham**.

SECTION C: Security, Insurance & Liabilities

1. Artist receives both a key and alarm activated security system access to the Art Centre. 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.
2. The Artist shall assume sole risk and responsibility for personal injury or death of any person and damage to any property (including, without limitation, the Artist's works of art or belongings) arising out of or in any way connected with the use by the Artist or its invitees of the Art Centre. The Artist agrees and acknowledges that the Varley Art Gallery/the City of Markham make no representation or warranty with respect to the condition or suitability of the Art Centre for the Artist's intended use.
3. The Artist will be responsible for the replacement or repair of any damaged furniture or equipment as well as any damage done to the Art Centre/facility.
4. The Artist agrees to indemnify, defend and save harmless the Varley Art Gallery, and The Corporation of the City of Markham (and its affiliates, elected officials, directors, officers, and employees) (the "Indemnified Parties") from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Indemnified Parties, and against all losses, liabilities, judgements, claims, suits, demands or expenses which the Indemnified Parties may sustain, suffer or be put to resulting from or arising out of Artist's use of the Art Centre under this Rental Contract.
5. **It is highly recommended that the appropriate insurance for artwork and objects of value be acquired by the Artist for the duration of the rental.**
6. The Artist agrees to obtain appropriate **General Liability Insurance for Bodily Injury or Property Damage** arising from the use of the premises for a limit of at least \$2,000,000 for each occurrence and include The Corporation of the City of Markham as an additional insured. This liability insurance may be secured through the Varley Art Gallery.

SECTION D: Responsibility of Artist

1. The key must remain in the possession of the Artist renting the space at all times. It is not to be given out to other individuals.
2. The Artist agrees to practice only in the following media: drawing, painting, photography, digital art, ceramics, printmaking, and fibre-based art. Toxic materials, including aerosol cans and oil-based paints are prohibited, and any artistic media not listed above are subject to approval by the Varley Art Gallery.
3. Artists are to use the rented room(s) as studio space only, and are not permitted to run their own public programs/workshops/lectures.
4. Artist must ensure that floors and walls are properly protected from paint and damage. Use of drop clothes are highly recommended.
5. At the end of each day the Artist shall ensure:
 - the kitchen is clean, food is properly stored, and all garbage and waste is disposed of correctly
 - all paint materials are properly cleaned and studio is left in a tidy manner. Varley Art Gallery cleaning staff attend to basic cleaning of washroom, recycling removal, floor mopping, etc. The Artist is expected to clean up all their own materials and to wash paint residue from the sink after every use. The sink in the kitchen is not to be used to clean brushes, palettes or similar materials. The washroom sink is designated for art cleanup. If additional staffing hours or equipment are required for clean up, artist will be charged \$15 per hour.
 - Art Centre is locked and the security system is armed
6. The kitchen facility at the Art Centre is not available for food preparation, only food serving.
7. The Art Centre is a zero waste facility. The Artist must ensure that plates, cups, napkins are compostable or recyclable and that all waste is disposed of in the designated areas (green and blue bins). Please see Zero Waste Policy attached.
8. No alcohol shall be consumed on the premises.
9. No open flame of any kind is permitted in the Art Centre/facility.
10. Smoking is not permitted anywhere in the Art Centre or on its premises.
11. No nails, screws or tape of any kind are to be used to hang art work on the walls of the Art Centre.
12. Nothing shall be permitted to be done or displayed on the premises which are contrary to the *Criminal Code*, or any federal, provincial or municipal act, by-law, or regulation.
13. Artist is to notify the Varley Art Gallery staff immediately in cases of security issues, any loss or damage to the Art Centre or to the Artist's works of art/personal property.
14. The front storm door is to remain closed at all times in order to ensure that heating and cooling is properly maintained.

15. In the event of a **FIRE or EMERGENCY** the following regulations are in effect:
- (i) The Artist must observe and obey the Fire Alarm 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.

SECTION E: Responsibility of Varley Art Gallery

1. Provide key and alarm activated security system access to the Art Centre.
2. Respond to security and emergency issues upon notification.
3. Supply Artist with Art Centre Floor Plan and Zero Waste Policy.

SECTION F: Deposits

1. The studio space is not reserved until the Rental Contract is signed by the Artist and the Administrator of the Varley Gallery, and a rental deposit of **50%** of the rental fee is paid.
2. The remainder of the fee is due one month prior to the rental start date.

SECTION G: Cancellations

1. The City of Markham, and/or the Varley Art Gallery reserve the right to cancel this Rental Contract upon notification to the Artist at least ONE MONTH prior to the date of the rental, in which event any deposit paid shall be refunded to the Artist and the City, and the Varley Art Gallery shall not be liable to the Artist for any loss, costs or damages.
2. Deposit will NOT be refunded if the Artist cancels the booking at any time.
3. If the Gallery is unable to host a contracted studio 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.
4. If a studio 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 pro rate the rental fee (excluding insurance fees) based on the number of days the artist has actually used the space.