



T. H. Shevchenko  
1814 - 1861

# Shevchenko Museum Музей Шевченка

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# FACILITIES RENTAL POLICY

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## Contents

1.0. INTRODUCTION AND PURPOSE .....	5
2.0. FACILITIES RENTAL POLICY .....	5
2.1.0. SPECIFIC TO Rental Places .....	5
2.1.1. Foyer (1 <sup>st</sup> floor).....	5
2.1.2. Shevchenko Gallery (1 <sup>st</sup> floor).....	5
2.1.3. Art Gallery (2 <sup>nd</sup> floor) .....	5
2.1.4. Library (2 <sup>nd</sup> floor).....	5
2.1.5. Studio (basement floor) .....	5
2.1.6. Kitchen (basement floor) .....	6
2.2. Renter’s Eligibility, Rights and Responsibility .....	6
2.3. Facility Use and Occupancy.....	6
2.4. Grant of Use .....	6
2.5. Laws and Ordinances .....	6
2.6. Conduct .....	7
2.7. Caterers and Venue Supplies .....	7
3.0. RENTAL FEES .....	7
3.1. Payment Methods.....	7
3.2. Advance Fees .....	7
4.0. CANCELLATION POLICY .....	8
5.0. CONFLICT, LIABILITY & INSURANCE .....	9
6.0. ACCESS TIMES, DELIVERY & SET-UP .....	9
7.0. FOOD AND BEVERAGE POLICIES .....	10
8.0. RECYCLING .....	10
9.0. FACILITY RENTAL EVENT COMPONENTS .....	10
10.0. DECORATIONS AND SPECIAL EFFECTS .....	11
10.1. Advance Approval .....	11
10.2. Signage & Display Materials.....	11
10.3. Affixing (Nailing, Tacking, Gluing, Taping).....	11
10.4. Set Design & Staging .....	11
10.5. Fireworks & Pyrotechnics .....	12
10.6 Rehearsals.....	12

11.0 ALL SM VENUES.....	12
11.1. Lighting.....	12
11.2. Music & Entertainment.....	12
11.3. Noise .....	12
11.4. Use of SM Logo & Name .....	12
11.5. Marketing & Public Relations Materials .....	13
11.6. Interior & Artifact Photography and Video.....	13
11.7. Capacity & Fire Code.....	13
11.8. Accessibility Accommodations.....	13
11.9. Smoke & Smoking .....	13
12.0. ADDITIONAL LOGISTICS, DISCLOSURES AND FACILITIES POLICIES.....	13
12.1. Temperature & Climate Control Disclaimer.....	13
13.0. ADDITIONAL SERVICES .....	13
13.1. SM Security .....	13

## **1.0. INTRODUCTION AND PURPOSE**

The Shevchenko Museum (SM) provides some of its facilities for the public to rent for special occasions. Our rental policy is designed to protect SM property

The following is the SM Facility Rental Policy, intended to communicate clearly and concisely both SM and renter's expectations.

## **2.0. FACILITIES RENTAL POLICY**

### **2.1.0. SPECIFIC TO RENTAL PLACES**

#### **2.1.1. Foyer (1<sup>st</sup> floor)**

Use of the foyer includes furnishing (up to 6 chairs). Maximum capacity for the foyer is 6 people.

#### **2.1.2. Shevchenko Gallery (1<sup>st</sup> floor)**

Use of the Shevchenko Gallery includes furnishings. Maximum capacity for the Shevchenko Gallery is 28 people. Basic stage furnishings include podium, chairs (up to 28), and tables (up to ten).

#### **2.1.3. Art Gallery (2<sup>nd</sup> floor)**

Use of the Art Gallery includes furnishings. Maximum capacity for the Gallery is 29 people. Performing groups may use their own sound equipment; however, LCD projector and sound system are available for additional fee specified in the Rental Agreement. Basic stage furnishings include podium, chairs (up to 29) and tables (up to ten). Use of Bar is included in Art Gallery rental.

#### **2.1.4. Library (2<sup>nd</sup> floor)**

Use of the Library includes furnishing (a table and ten (10) chairs). Maximum capacity for the library is 10 people.

#### **2.1.5. Studio (basement floor)**

Use of the Studio for workshops and small seminars includes furnishings (two tables and 6 chairs). Maximum capacity for the Studio is six people. Long term rental is available under a separate agreement.

### **2.1.6. Kitchen (basement floor)**

Use of the Kitchen for rented Galleries includes kitchen stove and oven, refrigerator, dishwasher, microwave, coffee machine. Maximum capacity for the kitchen is five (5) people.

Use of the Kitchen for workshops includes kitchen stove and oven, refrigerator, dishwasher, microwave, coffee machine, glassware and cutlery. Maximum capacity for the kitchen is five (5) people.

## **2.2. Renter's Eligibility, Rights and Responsibility**

Individuals over the age of 21 or groups may rent approved facilities at SM venue for activities and events that do not harm SM's image or damage SM property. All renters must adhere to all policies and guidelines set forth in the Rental Agreement.

SM management may decline facility rental at their sole discretion. All determinations are made on a case-by-case basis and are guided by the best practice's guidelines.

SM does not discriminate against any person because of their, race, color, religion, national origin, age, gender, marital status, veteran's status, sexual orientation or disability.

## **2.3. Facility Use and Occupancy**

Renter will restrict occupancy to areas specified in Rental Agreement and adhere to the specified time periods.

## **2.4. Grant of Use**

The renter will make all arrangements and agreements with their own independent contractors such as caterers, planners, photographers, and entertainers, unless other arrangements are specified in the contract. The renter is granted use of the facilities as outlined in the Rental Agreement and must abide by the policies set forth. SM has the right to waive any of the policies when it is deemed, in the sole discretion of the SM staff, suitable to do so. SM has the right to remove any individual, group or equipment that may cause harm to the guests or public during the event. The renter may request the removal of artwork at the renter's expense. The renter assumes full responsibility for all guests and any loss, damage or bodily injury that may result from the use of the facilities.

## **2.5. Laws and Ordinances**

It is the renter's responsibility to comply with all federal and provincial laws, and bylaws of the City of Toronto. The renter is responsible to make sure all individuals, guests, vendors and independent contractors comply with these laws.

## **2.6. Conduct**

In addition to complying with policies contained in the Rental Agreement, the renter, guests and independent contractors must comply with all instructions and requests made by SM Director and its staff concerning conduct during the event. SM has the right to require the immediate removal from SM property of any person who is causing a disturbance or engaging in any conduct that, in the sole discretion of SM staff, is threatening or dangerous to people or property within SM property. SM is not responsible for any damages or delays caused by the removal of such a person.

## **2.7. Caterers and Venue Supplies**

The renter may choose your own caterer for your special event. We welcome all caterers as long as they meet the required specifications below and/or event insurance is purchased (<https://www.palcanada.com/index.php/en-us/>). The renter must notify the SM Director of all vendors prior to the event. The renter is responsible for complying with the policies regarding set-up times and deliveries. Please refer to restrictions and rental fees in your contract. Caterer specifications:

- ✓ Current Catering Retail License (e.g. Smart Serve)
- ✓ Proof of Insurance covering the event.

## **3.0. RENTAL FEES**

Renter is bound by contract to pay all sums including deposits, final payments, administrative charges (e.g., removal of artworks) and cancellation fees in accordance with Rental Agreement. Rental rates vary for each SM facility and rental function. Rates are subject to change. Please see current Rental Rate Sheet.

### **3.1. Payment Methods**

All payments may be made in cash, Interact, cheque, money order or by credit card. We accept VISA, MasterCard and American Express. Failure to pay fees at the times specified in these policies will result in cancellation of the event and the advance deposit will be forfeited. A credit card authorization form for the security deposit must be signed. This credit card will also be used to obtain payments for any add-on services and labor during the week prior to the event and anything that may occur the day or night of the event, such as any cleaning or labor charges incurred. A \$50 administrative fee will be charged to the credit card for any cheques returned due to insufficient funds.

### **3.2. Advance Fees**

To reserve date of rental, an advance payment of \$100 is required at the day of booking. The contract must be signed prior to the event.

### **3.3. Security Deposit**

The amount of \$350 charged for the security deposit is set forth in the Rental Agreement. This deposit is required at the signing of the Rental Agreement for the protection of the museum property. Provided that no damages have occurred to the museum property, the security deposit will be returned to the renter within three business days. If any of these requirements have not been satisfied the security deposit will be forfeited.

### **3.4. SM Services**

SM staff does not serve as your event planner, unless stated so in contract as an add-on service. If SM is asked or required to coordinate these services, an additional labour fee of \$25 per hour will be charged.

### **3.5. Time Allotment**

If the event exceeds the time outlined in the Rental Agreement, an additional hourly rate set forth in the Rental Agreement will be charged and billed to the credit card on file for the event.

### **3.6. Final Payment**

The balance of all rental fees is before the beginning of the event.

## **4.0. CANCELLATION POLICY**

SM has the right to cancel any event due to circumstances beyond our control. In addition, if SM determines that it is in the best interests of the venue to cancel an event because the renter or its vendors or independent contractors will not comply with SM policies or are not willing to work with SM staff on these matters, SM has the right to cancel the event at any time. In these circumstances, the standard policy on cancellation fees will apply and SM will not be responsible for any damages or other losses that may result from the cancellation.

### **4.1. Cancellation fees**

Written notice of cancellation is required. The advance deposit (\$100) due with the Rental Agreement is non-refundable, unless the event is rescheduled or cancellation is more than 7 days before the event. If the event is cancelled within seven or less days prior to the event and not rescheduled, the SM retains the advance deposit.

## **5.0. CONFLICT, LIABILITY & INSURANCE**

### **5.1. Conflict**

If there is any conflict between the provisions of the Rental Agreement and an oral discussion with SM staff, the written provision of the Rental Agreement will control. Any exceptions negotiated and contained in the Rental Agreement will prevail over the general policies.

### **5.2. Liability**

The renter is solely responsible for any damages that the renter, guests, independent contractors or other parties associated with the event cause to the museum property. Repair costs or other damages will be deducted from the security deposit. If damages exceed the amount of the security deposit, the renter will be responsible for the excess amount and an additional charge will be added to the credit card on file.

SM is not responsible for property left on museum property by the renter or any of the independent contractors. SM is not responsible for any damage of the renter's property caused by fire, windstorm, hail or other severe weather or elements of nature. SM is not responsible for any damages caused by the malfunction of plumbing, heating or air conditioning equipment in or on rental facilities. SM is not responsible for the performance or acts of any of the independent contractors.

### **5.3. Insurance**

SM may require renter and /or caterers to provide proof of liability insurance.

## **6.0. ACCESS TIMES, DELIVERY & SET-UP**

### **6.1. Compliance**

The renter is responsible for complying with negotiated operations and policies regarding set-up and breakdown times, deliveries, and related schedules. The renter or renter's event planner must check-in with the SM director prior to the commencement of deliveries for the event.

### **6.2. Hours of Operations**

The hours of operation of museum vary. Based on museum operations, programs, exhibits, and events, access to the museum for set-up, breakdown and delivery will be arranged at the sole discretion of the SM Director.

Access times will be specified in the Rental Agreement. It is the responsibility of the renter to make sure all vendors and independent contractors follow these policies.

### **6.3. Prior to Event**

The renter must provide SM with a complete vendor list (including phone number) and delivery schedule.

### **6.4. Breakdown and Clean-up**

The time scheduled for the event in the Rental Agreement includes the cleanup and tear-down time. It is the responsibility of the renter to make arrangements with the caterer, contracted event planner and other service providers to meet this deadline. If the event exceeds the time outlined in the Rental Agreement, the additional hourly rate set forth in the Rental Agreement will be charged and billed to the credit card on file for the event.

## **7.0. FOOD AND BEVERAGE POLICIES**

### **7.1. Self-Catering**

Due to health code provisions, SM does not allow events to be self-catered or partially self-catered without the liability insurance.

### **7.2. Food Preparation**

All food delivered to SM may be pre-prepared in the caterer's own licensed kitchen or SM kitchen. Any other food preparation must be approved in Rental Agreement.

## **8.0. RECYCLING**

The SM is committed to promoting environmental sustainability and follows "green" practices that also apply to special occasion rental vendors such as caterers, decorators and other suppliers.

## **9.0. FACILITY RENTAL EVENT COMPONENTS**

### **9.1. Tablecloth, Glassware, China and Other Service**

SM only provides the rental facility and any services outlined in the Rental Agreement or in published packages. The renter or the caterers are responsible for providing all items related to the staging and serving of food and beverages, such as tablecloth, china, glassware, etc., unless the otherwise specified in the Rental agreement.

SM is not licensed to sell or serve alcoholic beverages and cannot accept any responsibility for the storage of these beverages.

### **9.2. Food & Beverage Rights and Responsibilities**

The caterer or bartender is obligated to refuse service to anyone less than 18 years of age or deemed intoxicated. Alcoholic beverage service must end at least 30 minutes prior to the end of

an event and may only be consumed in the areas designated for your event in the Rental Agreement. Alcoholic beverages may be consumed only within the SM building and rented space. If a guest is not cooperative in their consumption of alcoholic beverages, is behaving in a manner that is disruptive or is a danger to the museum property, SM Director or staff will remove the guest from the premises and call the police. No one will be allowed to leave the event facility with an open container of alcohol. Any damage caused by intoxicated guests will be deducted from the renter's security deposit.

### **9.3. Clean-up & Facilities Checklist**

All caterers must follow the cleaning checklist and instructions provided by the SM Facilities Rental Manager and as set forth in their agreement with the SM Director. All rental facilities must be left as they were presented for the event. Trash must be deposited in the designated areas. The SM Director will have a facilities checklist that must be completed and signed by the caterer or the renter prior to leaving the facility.

The SM Director or SM staff will determine the amount of the security deposit, if any, to be retained based on this checklist after a walkthrough of the facilities. If additional clean-up is required, SM will bill renter \$25.00 per hour.

## **10.0. DECORATIONS AND SPECIAL EFFECTS**

### **10.1. Advance Approval**

All decorations must be approved in advance with SM Director.

### **10.2. Signage & Display Materials**

Display materials must be presented on freestanding easels. Signage must be removed both inside and outside the venue at the end of the event.

### **10.3. Affixing (Nailing, Tacking, Gluing, Taping)**

Floral and other decorations must be freestanding or using museum hanging system. There is to be nothing nailed, tacked, glued, taped or otherwise affixed onto the walls, floors, ceilings, windows or doors of any rental facility under any circumstances.

### **10.4. Set Design & Staging**

These items are permitted but must be approved by the SM Director and addressed in the Rental Agreement. All equipment must be removed immediately following the event or by time indicated in Rental Agreement.

## **10.5. Fireworks & Pyrotechnics**

Aerial fireworks of any kind are prohibited on or around museum property. No sparklers or burning decorations are allowed inside any of the rental facilities.

## **10.6 Rehearsals**

There is charge for rehearsals for the events booked in the venue. There will be a separate agreement for the rehearsals.

## **11.0 ALL SM VENUES**

### **11.1. Lighting**

All UV lights used at SM facilities must have UV filters. Any additional interior or exterior lighting used at a SM facility (including but not limited to halogen, incandescent and flood lights) must be approved by SM Director.

### **11.2. Music & Entertainment**

When choosing entertainment, it is the renter's responsibility to understand and comply with all policies and to be aware of the physical limitations of the particular rental venue. SM has the right to refuse to allow such acts to perform at the SM venue.

### **11.3. Noise**

Due to city ordinances, amplified music, speeches or performances are not permitted outside of the rental structure past 11 p.m. It is the renter's responsibility to comply with this restriction and to ensure that all guests and entertainers comply with this restriction.

### **11.4. Use of SM Logo & Name**

SM's name may be used to communicate the location of the event. Any other use of the name is prohibited unless approved by the TMS Director. Use of the SM logo or pictures for printed materials for the event is not permitted without the approval of the SM Director. A written description of the intended use and a pre-press copy of the material may be required.

### **11.5. Marketing & Public Relations Materials**

The use of SM's marketing materials for the promotion of your event is not permitted without prior approval of the SM Director. All public relations or press relations involving SM must be coordinated with the SM Director.

### **11.6. Interior & Artifact Photography and Video**

Interior photography and video is allowed in rental space.

### **11.7. Capacity & Fire Code**

SM will indicate the square footage and capacity requirements for each rental venue. SM complies with all City of Toronto fire ordinances and will not allow rental events to exceed fire code capacities. It is the renter's responsibility to be aware of the applicable capacity for the event and to ensure that it is not exceeded. SM is not responsible for any damages or delays resulting from cancellation of an event due to fire code violations.

### **11.8. Accessibility Accommodations**

All SM facilities are accessible to people with physical disabilities. If there are additional needs, the renter should contact the SM Director to make appropriate arrangements.

### **11.9. Smoke & Smoking**

Materials causing smoke or other potentially hazardous conditions are prohibited on the museum property.

## **12.0. ADDITIONAL LOGISTICS, DISCLOSURES AND FACILITIES POLICIES**

### **12.1. Temperature & Climate Control Disclaimer**

The nature of the SM operation restricts our ability to adjust indoor temperature. Every effort will be made to achieve a comfortable temperature for your event, however, when you rent a facility at SM, you acknowledge that SM is not responsible for any delays or damages caused by weather conditions or the temperatures in the rental facilities.

## **13.0. ADDITIONAL SERVICES**

### **13.1. SM Security**

During all events, there will always be at least one SM employee on duty. This basic security package is included with all rental events. SM has the right to retain additional security staff for

any event for which it is deemed, in the sole discretion of SM Director, required to ensure the safety of the SM property or event guests. SM requires that additional security staff be on duty during any event with 60 guests or more.

The following statement must be included on the Rental Agreement and must be signed and dated by both, the renter and the SM Director.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SHEVCHENKO MUSEUM, THE CITY OF TORONTO AND ALL OFFICERS, EMPLOYEES, AND MEMBERS OF THE BOARD OR OTHER GOVERNING AUTHORITY OF EACH ENTITY (THE “INDEMNITEES”), OF AND FROM ANY AND ALL ACTIONS, SUITS, DAMAGES, EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES), CLAIMS (INCLUDING TORT CLAIMS), AND DEMANDS ARISING DIRECTLY OR INDIRECTLY FROM YOUR EVENT, REGARDLESS OF WHETHER A CLAIM ARISES IN WHOLE OR IN PART FROM ANY NEGLIGENCE OR ALLEGED NEGLIGENCE, INCLUDING THE SOLE, JOINT, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, OF THE INDEMNITEES.

SIGNATURES

I have read and agree to all rental facilities policies contained in this Rental Agreement. I understand that it is my responsibility to ensure that all my guests, independent contractors and any other parties associated with my event comply with these policies. I understand and agree to the consequences set forth in my Rental Agreement resulting from any failure to comply with these policies.

\_\_\_\_\_  
Signature (Renter)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (SM Representative)

\_\_\_\_\_  
Date