



## Gallery Rental Request – Photo Session

Date requested: \_\_\_\_\_

Time requested: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Reason for Photo Session: \_\_\_\_\_

Name of Photographer: \_\_\_\_\_

Photography Company: \_\_\_\_\_

*If the requested date is available, the Applicant will be contacted for payment which must be made within five (5) business days of approval to secure the date.*

**I have read and hereby agree to the Municipality of Leamington's Photo Session Terms and Conditions attached to this agreement as Schedule "A".**

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Privacy Statement: Personal information on this form is collected under the authority of the Municipal Act, 2001 and will be used for the purpose of processing the Venue Rental request for a Gallery Photo Session. Questions about the collection of this information should be directed to the Manager of Legislative Services/Clerk, Municipality of Leamington, 111 Erie Street North, ON, N8H 2Z9. 519-326-5761

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### Office Use Only

Gallery Rental Fee for one 2-hour Photo Session \$200.00 + HST = \$226.00

Account Number 10-4-0300-3065-001600 (MS-CSPHOTO)

Number of Sessions: \_\_\_\_\_ Total owing: \_\_\_\_\_

Receipt Number: \_\_\_\_\_ Staff Initials who processed payment: \_\_\_\_\_

Contract Employee: \_\_\_\_\_

Approved by: \_\_\_\_\_

Signature: \_\_\_\_\_

**Schedule “A”**  
**Gallery Rental Request – Photo Session, Lobby of the**  
**Leamington Municipal Building, 111 Erie Street North (the**  
**“Gallery”)**

Please read and consider these terms and conditions very carefully as they impact your future legal rights including the right to sue or claim compensation following an accident. You may forward any questions by phone at **519-326-5761** or email [clerks@leamington.ca](mailto:clerks@leamington.ca)

**1. Definitions**

“**Clerk**” means the municipal Clerk appointed by Council or his or her designate;  
“**Municipality**” means The Corporation of the Municipality of Leamington;  
“**Applicant**” means the person or company entering into this Agreement with the Municipality;  
“**Smoking**” means smoking (inhaling and exhaling) or holding lighted tobacco or cannabis (medical or recreational);  
“**Vaping**” means inhaling or exhaling vapour from an electronic cigarette (e-cigarette) or holding an activated e-cigarette, whether or not the vapour contains nicotine.

**2. Gallery Rental Request and Fee**

Where possible, permission will be given to written requests for a single, specific two-hour period on a specific date. Two (2) hour sessions are subject to availability and approval Monday through Friday 5:00 PM to 7:00 PM, and on Saturday and Sunday 9:00 AM to 5:00 PM. If approval is granted, applicants will receive notification, and a permit will be issued upon receipt of payment. The Gallery rental fee is outlined in the Municipality of Leamington’s Annual Fees and Charges By-law and is subject to change. The current fee for a two (2) hour photo session is \$200.00 plus HST.

**3. Cancellation Policy**

Fifty (50%) percent of the rental invoice will be retained in the case of an event cancellation after the event has been confirmed. This rental cancellation fee could be applied to a future rental provided it takes place within six (6) months of the original booking.

Please note: Notification of a cancellation must be received by the Clerk’s Department via email at [clerks@leamington.ca](mailto:clerks@leamington.ca), not more than five (5) business days prior to the event date to receive a return of fifty (50%) percent of the rental fee.

The Municipality reserves the right to cancel the Gallery booking due to extenuating or unforeseen circumstances, including but not limited to inclement weather, building emergencies, labour disputes or other labour disruptions, public disasters, governmental enactments, regulations or orders, conflict with an organized municipal event and/or any condition that may compromise safety. In such cases, if no satisfactory alternative date and time can be arranged with the Applicant, one hundred (100%) percent of the Fee will be returned to the Applicant. The Municipality will not be liable for any damages or losses suffered by the Applicant or others for such cancellation.

#### **4. Invoicing & Deposits**

Prior to the event, one hundred (100%) percent of the rental fee is required to secure the Gallery. The rental payment must be made directly to the Municipality. Payment options include debit or cheque. If the requested date is available, the Applicant will be contacted for payment which must be made within five (5) business days of approval to secure the date.

#### **5. Guaranteed Numbers**

When booking an event, the Applicant 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 Applicant ten (10) working days prior to the event. The Applicant is responsible for ensuring that the number of guests does not exceed the guaranteed number. The Municipality reserves the right to limit the number of guests per session. The maximum number of guests that can be accommodated for any session is fifty (50) people.

#### **6. Applicant Responsibility**

The Applicant is responsible for the conduct and supervision of all of its guests, invitees and others whom the Applicant is responsible for at law (collectively "Guests"). The violation by the Applicant or any Guest of any of these Terms and Conditions shall be grounds for immediate expulsion from the Gallery of the Applicant and all Guests. The Municipality reserves the right to inspect and monitor all Photo Sessions.

The Applicant shall comply with and ensure that any Guest complies with: (a) federal and provincial laws and regulations; (b) municipal by-laws, policies and procedures; and (c) any order or directions of the Municipality's employees.

## **7. Use of the Gallery**

The Applicant shall use the Gallery only on the date and during the time specified on the Permit. The Applicant (who must be 18 years of age or older) must be present on the date and during the time specified on the Permit.

The Applicant accepts the Gallery on an “as is, where is” basis and acknowledges that the Municipality makes no representations or warranties regarding the condition or the suitability of the Gallery for the Applicant’s intended purpose.

The Applicant, including Guests, shall comply with the Municipality’s Public Conduct Policy, failing which, the Municipality may take appropriate action it deems necessary in accordance with the Public Conduct Policy. In the event the Applicant or Guest is determined to have contravened the Public Conduct Policy, the Municipality may impose restrictions upon the Applicant or Guest including, but not limited to, limiting or revoking access to and use of the Gallery. In the event of the exercise of this right by the Municipality acting through any of the Municipality’s employees or by police, the Applicant waives any right to any and all claims for losses or damages.

## **8. General Prohibitions**

The Applicant and any Guests shall not:

- a) Enter any area of the Leamington Municipal Building, except the Gallery.
- b) Consume any alcohol on the premises of the Leamington Municipal Building. The Municipality may eject from the Leamington Municipal Building any person who has in his/her possession an alcoholic beverage or any person who appears to be impaired.
- c) Deface or damage any portion of the Leamington Municipal Building. The Applicant is liable for all costs incurred by the Municipality in remediating any damage or destruction caused in or to the Leamington Municipal Building by the Applicant and/or its Guests;
- d) Engage in any behaviour that is disruptive or will result in a nuisance;
- e) Allow any person to bring into any part of the Leamington Municipal Building any visual or audio materials in or on any media that are or would be obscene, indecent, lewd, offensive or objectionable;
- f) Make or erect any installations, alterations, modifications or additions in the Gallery or to the Leamington Municipal Building without the prior written consent of the Municipality;
- g) Take photographs of or engage in conduct of lewd, offensive or objectionable nature; and
- h) Use the Gallery for any political or religious purpose which would reasonably be believed to signify Municipal support for or opposition to that political position or that religious purpose. The prohibition does not apply to wedding ceremonies.

## **9. Smoking**

No Smoking or Vaping is allowed inside the Leamington Municipal Building in accordance with the Smoke-Free Ontario Act, 2017, S.O. 2017, c. 26, Sched. 3. Smoking and Vaping is prohibited within nine (9) metres of any entrance or exit to the Leamington Municipal Building.

## **10. Set-Up**

All existing fixtures and furniture within the Leamington Municipal Building are property of the Municipality. The Municipality reserves the right to maintain the original space and all existing materials within it. By no means may any fixture or piece of furniture be removed by the Applicant or any Guests before, during or after the event. Municipal staff reserves the right to determine whether furniture is to be moved in preparation for, or during a session.

## **11. Removal of Decorations/Equipment**

The Applicant's decorations, photo equipment and all personal belongings are to be removed by the Applicant prior to vacating the premises. The Municipality is not responsible for the Applicant's or its Guests' decorations, personal belongings and/or photo equipment.

## **12. Promotional Materials**

All signage, promotional materials, etc. brought into the Leamington Municipal Building must be pre-authorized before use for a photography session. These materials must be of a professional nature and may only be used if necessary and are part of the session aesthetics. The Municipality 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. Boudoir type shots are not permitted in the Leamington Municipal Building.

## **13. Pyrotechnics and Speciality Décor**

All speciality décor and services present at a session must be approved by the Clerk. No open flames are permitted. The following special effects/specialty décor are not permitted: smoke/fog machines, feathers, glitter, projectiles, confetti and bubbles. Any special effects/specialty décor not listed above must be approved by municipal staff prior to use.

#### **14. Limitation of Liability**

The Applicant agrees to use the Gallery and Leamington Municipal Building (collectively the “Municipal Property”) at its sole risk. In consideration of the Municipality’s agreement to rent the Gallery to the Applicant, the Applicant (which term shall include his or her successors, assigns, heirs, executors, officers, directors and employees) agrees to release and forever discharge the Municipality, its directors, officers, employees, agents and elected or appointed officials from: (a) any and all claims, actions, causes of action, damages, demands for damages, and other liabilities for or related to: (i) any injury to, illness of or death of the Applicant or its Guests; and (ii) any loss or theft of or damage to any property however caused in or about the Municipal Property owned by the Applicant or its Guests; (b) any act or omission (including negligence) on the part of any employee, agent or contractor employed or retained by the Municipality from time to time to perform any maintenance or other work in or about the Municipality; and (c) any indirect, special, consequential, and incidental damages. The Applicant further agrees not to make any claims (including any cross-claim, counter-claim, third party, action or application) against any person or corporation who might claim contribution or indemnity against the Municipality.

#### **15. Indemnification**

The Applicant shall indemnify and save completely harmless the Municipality, its directors, officers, employees, agents and elected or appointed officials, from and against any and all claims, actions, demands, damages, losses, liabilities, and expenses arising out of or as a result of: (a) any breach, violation or non-performance of these Terms and Conditions on the part of the Applicant or its Guests; (b) any damage to the Municipal Property occasioned by the use of the Municipal Property by the Applicant or its Guests; (c) any injury to, illness of or death of any person or any damage to property or other losses arising from or resulting from the use of the Municipal Property by the Applicant or its Guests; or (d) any act or omission on the part of the Applicant or its Guests.

## **16. General**

- a) These Terms and Conditions shall enure to the benefit of and be binding upon the Applicant and the Municipality (collectively the “Parties”) and their respective successors and assigns.
- b) Headings contained in these Terms and Conditions are included solely for convenience, are not intended to be full or accurate descriptions of the content of any paragraph(s) and shall not be considered to be part of these Terms and Conditions.
- c) These Terms and Conditions shall be governed by the laws of the Province of Ontario and any dispute with respect the Terms and Conditions shall be resolved in accordance with those laws.
- d) No amendment of these Terms and Conditions shall be effective unless made in writing and signed by the Parties.
- e) These Terms and Conditions constitute the entire agreement between the Parties. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of these Terms and Conditions except as explicitly set out herein.
- f) These Terms and Conditions are not assignable by the Applicant without the written consent of the Municipality.
- g) The Parties agree that if any provision of these Terms and Conditions or their application to a person or circumstance is, to any extent, invalid, illegal, or unenforceable, it shall be considered separate and severable from these Terms and Conditions, and the remaining provisions or the application of the provisions to persons or circumstances other than those as to which it is invalid, illegal, or unenforceable shall remain in full force as though such invalid, illegal, or unenforceable provision or application had never been included.
- h) No failure or delay on the part of a Party in exercising any of its rights or remedies set out in these Terms and Conditions, or any partial or single exercise thereof, shall constitute, or be deemed to constitute, a waiver thereof.

**Permit No. \_\_\_\_ / \_\_\_\_**  
**Gallery Rental - Photo Session**

**To All Whom it May Concern:**

This Permit is granted to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To rent the Gallery at the Municipal Office, 111 Erie Street North, for one (1), two (2) hour photo session provided the said Applicant shall observe all Photo Session Terms and Conditions in Schedule "A".

Issued at Leamington, Ontario this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Event Date:** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Event Time:** \_\_\_\_\_ to \_\_\_\_\_\*  
(\*Note: no extension of rental time is permitted)

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Samantha Starling, Municipal Registrar  
RECEIVED the sum of \$200.00 + HST  
being the full amount payable for this permit.