

# Letter of Agreement

Space Rental



## TMAC Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Org: Toronto Media Arts Centre

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## Renter Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Org: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

## Space(s) Describe use; if not renting, leave blank

Mezzanine: \_\_\_\_\_

Gathering: \_\_\_\_\_

Small Gallery: \_\_\_\_\_

Main Gallery: \_\_\_\_\_

## Date(s)

Set-up time: \_\_\_\_\_

Event start time: \_\_\_\_\_

Event end time: \_\_\_\_\_

Wrap time: \_\_\_\_\_

TMAC will provide the Renter with the use of the above noted space(s), located at 32 Lisgar Street, Toronto, during the period and for the purpose noted above. This agreement is subject to the following terms and conditions. This agreement and any and all documents as attached and noted, constitutes the entire understanding of the parties executing it below:

**TMAC Contact Signature:**

\_\_\_\_\_

**Renter Contact Signature:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

## Payment Terms

- A signed letter of agreement (this document) and date-hold deposit in the amount of 40% of your invoice total must be received to reserve your date(s) and time(s).
- The balance of your invoice is due 14 days prior to your event.
- Payments should be made to **Toronto Media Arts Cluster**. Cash, cheque, Interac e-Transfer (sent to accounts@tomediaarts.org) and major credit cards are accepted.
- No refunds will be paid 10 days prior to an event, as your agreement to rent may cause the loss of additional bookings or business for TMAC. Equipment rentals and/or purchases necessary to produce your event may not be refunded, or may not be refunded in full if costs have been incurred toward that obligation.

## Capacity

- Mezzanine event space: 145 (113 w/ SOP)
- Gathering space: 60 (40 w/ SOP)
- Small gallery: 100 (60 w/ SOP)
- Main gallery: 110 (40 w/ SOP)

## Site decoration/art hanging

Only TMAC staff and volunteers are to rearrange furnishings, artwork, signage and equipment. No nails, screws, staples or penetrating items are to be used on our walls except with the explicit permission of TMAC and supervision by our technical manager or other staff. No glitter or foil confetti is allowed on site. Low tack tape may be used on our walls. The cost of repairing any damage caused will be charged after your event.

## Conduct

There is absolutely no drug use or smoking (with the exception of smudging, which we are happy to accommodate) tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. The Renter is responsible for enforcing the TMAC Code of Conduct, and any violation is grounds for immediate expulsion from the premises and the conclusion of the rental period. No refund will be made in such cases.

## Noise

As a media arts centre, we expect amplified sound at evening events. However, please be aware that TMAC is located in a dense residential area, and we want to be courteous neighbours and respectful of the local community. In the event that Renter's event creates a disturbance due to high noise volume, TMAC staff and volunteers have full authority to ask the Renter, DJ or live music performer to turn the entertainment down and/or off. If repeated disturbances are created, Renter

**Contact/Renter Initials:**

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**Date:**

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may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to Renter.

Under Toronto Municipal Code 591, **playing of loud music is prohibited after 11:00 pm**. As long as volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors, sound may be amplified outside those hours.

If the event is held during the day (9 a.m.-6 p.m.), amplified sound may be used only by special arrangement with TMAC. Please do not interfere with or disturb other users and tenants of the space.

## Cancellation

- Date-hold deposit is non-refundable.
- No rental fees will be refunded within 10 days of event.

## Load-in, set up, load out and storage

All load-ins and load-outs must take place within the designated timeframe given by TMAC. If there is an event prior to yours a timed delivery will be required. TMAC is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the Renter.

Limited storage is available upon request.

## Cleaning, trash and equipment removal

TMAC will be in a clean condition prior to your event. Within two hours following the event, you are required to return the space to the same clean condition in which it was found.

All trash and recycling must be collected, properly bagged and removed by the Renter to the garbage receptacle in the loading dock area.

All rental equipment must be removed immediately following your event. Our freight elevator near the Lisgar Street entrance is available for use.

## Compliance with municipal, provincial and federal laws

The Renter agrees to comply with all applicable laws and shall conduct no illegal act on the premises. TMAC is a drug free and non-smoking facility at all times – no exceptions. Renter shall not sell alcohol on premises without a valid AGCO special occasion permit and levy receipts, provided to TMAC staff at least 2 hours prior to the start of the event, and will comply with all provisions of the SOP.

## Entry and exit

Contact/Renter Initials:

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Date:

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Renter agrees that TMAC staff or volunteers may enter and exit premises during the course of the event. A representative of TMAC will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

### Promotions and copyright

Should TMAC be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications. We are happy to provide professionally created images of our space and print-ready logos for promotional materials.

**Contact/Renter Initials:**

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**Date:**

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