

RENTAL AGREEMENT

*Please return completed form by email to **membership@bng.bm***

CLIENT INFORMATION:

Name: _____

Mailing Address: _____

Telephone(s): _____

Email: _____

Are you a BNG Member? (*circle*) **YES** / **NO** Membership type: _____

FUNCTION:

Bermuda National Gallery (BNG) is first and foremost an art museum. Exhibition set-up will vary from time to time, and as such will dictate the types of functions that can be held in the Gallery. Clients are advised to visit BNG prior to each event to ensure that the current layout will suit the type of event planned. Artwork and lighting can never be removed, repositioned or relocated. Permitted decorations are limited to those placed on tables and/or freestanding displays or signs. Directional signage outside the Gallery, if required, is the responsibility of the client. **No flames of any kind are permitted in the Gallery, including sternos, candles, incense, sparklers, etc.** BNG reserves the right to cancel an event if it poses a risk to the artwork and/or the premises.

Type of function: _____

Date requested: _____ No. of guests: _____

Set-up time: _____ How many people are you bringing for set-up/breakdown _____

Event time (start to finish): _____

Breakdown over by: _____

Event coordinator/ company rep (*name & cell #*): _____

(*email*): _____

PROGRAMME APPROVAL:

A layout of your programme is required in advance for BNG approval. This includes a floor plan of the space to be used and the scope of the event. Because of the nature of some exhibitions, some events may not be possible. Event approval is entirely at the discretion of BNG.

DO YOU REQUIRE ANY OF THE FOLLOWING?

Chairs (100 avail.): _____ Bar tables (3 avail.): _____ Small tables (2 avail.): _____

*Projection Screen: **Y / N** Podium – rental fee **\$40 (initial):** _____ **Y / N**

**Projector and any other technical equipment must be provided by the client.*

NOTE: Chair &/or table set-up and breakdown are the responsibility of the client (initial): _____

Items or equipment for the rental may be delivered to BNG **after 4pm on the day of your event Monday – Friday, or after 2pm on a Saturday**, and must be removed **by 10am the following business day**. Items to be collected should be left in the main hallway of City Hall. BNG is not responsible for any items left on the premises.

CATERING:

The client must supply all refreshments and supplies, including glassware, table cloths, napkins, garbage bags, etc. **Pending availability**, the caterer may use the kitchen on the ground floor of City Hall. The client must review their proposed menu with a Gallery representative, as certain foods are not allowed in the Gallery. BNG reserves the right to request food stations be set up outside the main Gallery doors. Food and beverages may be consumed in the main Gallery space only; **absolutely no food or beverages are permitted in The Watlington or The Ondaatje Rooms**. All food, drink and garbage must be removed immediately following the event.

As **the protection of our Artwork is our primary concern** and requires considerations beyond those which are typical for caterers, the client must notify us of choice of caterer so that we can ensure the needs of the Gallery are met and do not affect the event. BNG reserves the right to refuse caterers.

BNG prohibits cooking or the use of flames of any kind in the Gallery, including sternos and candles.

By assuming responsibility, the client agrees to cover any costs arising from damages to the collections or facilities.

Caterer name & contact info: _____

I agree to assume responsibility for this caterer (initial): _____

Signature

Date

CARPET CLEANING:

If you would like to serve hot foods with sauces, or if you are serving dark drinks such as red wine at your event, please initial here: _____. This will act as an agreement that you as the client are responsible for carpet cleaning at a cost of \$300.00 should there be stains to the carpet as a result of spillage.

Your Damage Deposit of \$300.00 is fully refundable; this payment will be returned to you if the carpet sustains no damage.

ACCESS:

Rentals may not impede visitor walkways or emergency exits at any time.

BATHROOM FACILITIES:

Public bathrooms are located on the third-floor landing of City Hall. BNG facilities are for the sole use of Gallery staff members.

CHILDREN:

Children under the age of 12 must be accompanied by an adult.

NO SMOKING POLICY:

BNG and City Hall are non-smoking facilities.

PHOTOGRAPHY:

Flash photography is prohibited, with the exception of approved media. BNG must review any photographs or videos with the client prior to the publishing of such images in any public medium or by using any software platform. BNG reserves the right to take photographs of events held at the Gallery for marketing purposes.

PROMOTIONAL MATERIALS:

BNG must approve any use of its logo in any promotional materials, printed or online, for your event. This includes but is not limited to press releases, posters, flyers, brochures, advertisements, websites, newsletters or invitations that include Bermuda National Gallery's name, as well as the use of BNG's logo onsite at the event.

Please note Bermuda National Gallery's name should not be used in the headline of any press release regarding your event, but we are pleased for you to include a sentence regarding the location of your event in the body of the release.

RENTAL FEES:

Up to 3 hours \$ 1,000.00
3-4 hours \$ 1,300.00
4-5 hours \$ 1,600.00
5-6 hours \$ 2,000.00

The above times include set-up and breakdown.

Special rates available for smaller-scale functions that do not require set-up/ breakdown.

Depending on your level of membership, you may qualify for a discount – see below.

Included in the base rental fee:

- Facility utility costs
- Cleaning prior to the event
- Use of chairs, tables, projection screen
- Use of kitchen on ground floor of City Hall (pending availability and approval by City of Hamilton)
- City Hall Security (supplied by City of Hamilton; paid for by Gallery)
- Third party public liability insurance
- Gallery administration regarding the event
- Gallery representative on duty throughout the event (please note BNG staff is present to maintain the security of the Gallery only)

ADD VALUE to your rental with a Director/ Curator Tour – \$150.00: **Y / N**

SURCHARGES:

Additional fees may be charged depending on the length, date or time of the event:

- i. All events held on a Saturday or Sunday, or that continue after 10pm will be charged a fixed surcharge rate of \$250.00. This fee is to cover overtime fees paid to the Corporation of Hamilton and BNG staff.
- ii. BNG is not available for rental during normal public open hours (Tue-Fri 10am-4pm, Sat 10am-2pm) except under special circumstances. In these instances, a fixed surcharge of \$500.00 will be applied to cover lost admission fees, lost visitor donations and Gallery supervision staff.
- iii. Any events requiring special usage of the Gallery may be subject to additional fees.

DISCOUNTS:

Director’s Circle Members

Patron 10% discount
Benefactor 15% discount
Sponsor 20% discount

Registered Charities

20% discount

Regular Volunteers

20% discount

PAYMENT SCHEDULE:

A deposit of 50% of the rental cost is due upon signing this contract. This confirms your booking and ensures BNG will be available to you as listed above. The Gallery will not be reserved until this deposit is paid. **The balance is to be paid upon receipt of the final invoice,** which will be sent once we have reviewed the duration of your rental and the condition of the Gallery after your event. Interest will be applied to outstanding accounts at an additional cost of 1% per month in failure to comply. Payment methods will be outlined on your invoice.

CANCELLATION POLICY:

In the event of cancellation of your event, BNG will refund half the deposit paid, less any associated bank charges. Cancellation less than 7 days prior to your event will result in forfeiture of the full deposit amount.

INDEMNITY:

Without prejudice to any rights or remedies of Bermuda National Gallery, the Client shall indemnify and hold harmless BNG and each of its directors, officers, employees and agents (collectively, **Indemnified Persons**) against all actions, suits, claims, demands, losses, charges, costs and expenses which any Indemnified Person may suffer or incur as a result of or in connection with any damage to property or artwork (real or otherwise) or in respect of any injury (whether fatal or otherwise and including, without limitation, arising from or in connection with any person, whether an invitee of the Client or otherwise, being or becoming infected with COVID-19) to any person which may result directly or indirectly from the use and occupation of BNG by the Client or the negligent or wrongful act or omission of, or breach of this agreement by, the Client or any of its sub-contractors.

COVID-19 GUIDELINES:

Please initial below to confirm that you agree with the following:

_____ I and my guests will adhere to all Bermuda Government mandated COVID-19 protocols, and any BNG COVID-19 protocols or guidelines, each as in place at the time of my event, including but not limited to mask-wearing, hand sanitizing upon arrival and appropriate physical distancing.

_____ I will provide an accurate and comprehensive list of all attendees, which includes the full name, email address and telephone number for each person in attendance at the event. This information will be used should contact tracing become necessary in the BNG’s sole determination. I confirm, represent, and warrant that I will inform all the attendees of, and obtain their consent to, the use of their personal information for contact tracing and such other uses as required under Bermuda Government COVID-19 protocols or guidelines in force from time to time.

_____ If I become aware that any of my guests at the event receive or have received a positive COVID-19 test result within two weeks before or after the date of the event, I will promptly notify BNG and provide any reasonable details that BNG requires.

(cont’d)

_____ Failure to comply with any of the above (as determined by BNG in its sole discretion) will result in the immediate closure of the event and forfeiting of the full rental fee.

_____ BNG may, in its sole discretion, determine to clean and sanitize the Bermuda National Gallery space as a result of a positive COVID-19 test result received by any person (other than BNG personnel) in attendance at the event within two weeks before or after the date of the event, and I will promptly following such determination **pay a facility cleaning and sanitization fee of \$125.00.**

AGREEMENT:

I/We agree to rent the venue indicated above for the date stated. I/We have read the conditions of rental as outlined in this document and agree to abide by them. I/We agree to indemnify and hold harmless the Bermuda National Gallery from and against the consequences of any claims arising as a result of any personal injury, loss or damage sustained by ourselves or any third parties or their goods and effects whilst on the premises, or outcomes resulting from non-compliance with COVID-19 protocols.

Signature

Date

Received by/on behalf of Bermuda National Gallery:

Signature

Date

FOR BNG USE ONLY:

Approved by CoH Date Approved: _____

Payment Method: Cash Cheque Credit Card Direct Deposit Collaborative Event / Fee Waiver

Deposit Amount: _____ Date Received: _____

Final Payment: _____ Date Received: _____