



Facilities Rental

Terms & Conditions For Events

The Winnipeg Film Group has two facilities available for event rentals. Please note that the Dave Barber Cinematheque is for the priority use of our in-house programming and the Black Lodge Studio is priority use for Production member's film productions.

When these facilities are not in use for our artistic program or by our Production members for films, these facilities are available to rent for photo and film shoots, audio recordings, rehearsals, workshops, meetings, and private event gatherings.

General Conditions

1. Winnipeg Film Group staff reserve the right to refuse the use of our space to individuals, groups, or organizations who do not meet all the conditions outlined in the rental agreement.
2. Rental requests are also weighted and prioritized as they align with our overall organizational objectives.
3. Advertising must not use the Winnipeg Film Group, Black Lodge Studio or Dave Barber Cinematheque logo, or organizational name. Address information is to be used to indicate the location of the venue. The Dave Barber Cinematheque's address should be listed as "100 Arthur Street, Artspace Building" and the Black Lodge Studio' address should be listed as "Suite 304, 100 Arthur Street, Artspace Building."
4. Rental events shall not proselytize, or assist in any way proselytizing elsewhere or in the future, for religious or political purposes.
5. Rentals for activities generating personal profit through sales or promotion must conform to Winnipeg Film Group's operating licenses.
6. Winnipeg Film Group reserves the right to cancel this agreement in an emergency situation or due to circumstances beyond its control.
7. If the Renter deliberately, negligently, or innocently misrepresents any information required by this Agreement, the Agreement may be immediately canceled.



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8. The Renter is responsible for ensuring that each sub-contractor is aware of and agrees to all Rental Agreement Conditions stated in this document by providing a copy of this Rental Agreement Form to all subcontractors, including caterers, presenters, moderators, etc.
9. A minimum of two Winnipeg Film Group staff members are required at all events in the Dave Barber Cinematheque.
10. A minimum of one Winnipeg Film Group staff is required at all events in the Black Lodge Studio with 40 or less guests. A minimum of two Winnipeg Film Group staff is required at all events with 40 or more guests.
11. Additional fees for additional equipment may apply. Equipment must be requested at least fourteen (14) days in advance and is subject to availability.
12. At no time will Winnipeg Film Group staff collect admission fees for the renter. If the renter is managing tickets, this must be overseen by their own staff. Collecting admission fees for third parties is not the responsibility of the Winnipeg Film Group.

Security Deposit

13. A Security Deposit of half the amount of the full rental fee is required for event rentals to confirm your rental. The deposit will be deducted from your final invoice balance.
14. The Security Deposit and a signed Rental Agreement are due no later than seven (7) days after confirmation of the requested rental date(s). The rental dates are not secure until this payment is received and agreement is signed and returned.

Insurance and Payment Schedule

15. Final costs of the space and services provided to the Renter will be based on actual expenses incurred through the course of the rental and will be payable upon receipt of the invoice.
16. A copy of Liability Insurance sufficient to the standards required by Winnipeg Film Group for the event must be provided to the Winnipeg Film Group (14) fourteen days prior to the rental start date, or Winnipeg Film Group reserves the right to cancel the event and any obligations, implied or in writing, that have been made with the Renter.



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17. The Renter must carry a commercial general liability insurance with limits of not less than \$2,000,000 or such higher limits as deemed to be necessary and required from time to time by Winnipeg Film Group protecting the Renter and Winnipeg Film Group against any claims for bodily injury, death or property damage resulting from any activities conducted by or on behalf of the Renter, however caused, arising out of the Renter's use, occupation or possession of Winnipeg Film Group. The insurance policy shall contain a cross liability clause and name Winnipeg Film Group Society, their officials, employees and agents as additional insured.
18. You may obtain Liability Insurance for your event from PAL Insurance Brokers Canada Ltd.
<https://www.palcanada.com/index.php/en-us/policies/event-hosts/special-events-liability>
Toll Free: 1-800-661-1608
19. Payment of the rental may be made by way of credit card, e-transfer, or cheque. Balance of rental costs is due on receipt of an invoice from Winnipeg Film Group. Any monies owing to the Renter will be paid out by Winnipeg Film Group within thirty (30) business days of the rental's completion.

Film Screening Rights and Permissions

20. Renters must have permission from the artist/rights holder or assigned distributor to publicly screen the presented film in our facilities for events. The Winnipeg Film Group reserves the right to request proof of permission prior to accepting any rental booking.
21. Private screenings are not required to clear screening rights.
22. Artist fees or rental fee payments to the distributor are solely the responsibility of the renter as are any related costs in screening the film, such as shipping, customs, brokerage costs etc.
23. Reporting revenue and admissions to distributors is also the responsibility of the renter.
24. Film classification is solely the responsibility of the renter. At no time will the renting organization list the Winnipeg Film Group or Dave Barber Cinematheque as a financially liable party in any agreements related to artist fees, shipping, or other associated expenses.
25. Rental parties are required to provide the content being screened at an absolute minimum of one week in advance of their rental date for testing.
26. Video tech can be done at no extra cost to the renter, provided it is done on a weekday between 10 am and 5 pm. For 35mm or 16mm film we would have to schedule a



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projectionist to come in, and that would cost \$25 per hour.

27. Winnipeg Film Group reserves the right to adjust the rental fee to account for unavoidable extra labour costs incurred by late content submissions, or video tech required after hours, at \$25 per hour. In the event that a screening cannot proceed due to major technical issues with the content following a late content submission after the deadline of one week prior to the event date, Winnipeg Film Group may retain the rental deposit to cover labour and lost revenue.

Cancellations

28. Full refunds of deposits and paid estimates will be granted if Winnipeg Film Group is notified thirty (30) days prior to the event date. Events booked three (3) calendar days or longer, require sixty (60) days notice for cancellation or date changes.
29. If the rental is canceled or changed within thirty (30) days of the rental date, the Security Deposit will be forfeited, but any paid estimated expenses will be refunded in full.
30. If the rental is canceled within seven (7) days of the event, the Renter will be required to pay all staffing charges, but will have the remainder of cost estimates returned to them.

Safety

31. On behalf of the Renter, the signatory of this contract, agrees to ensure that activities conducted in Winnipeg Film Group will not endanger any person; and to indemnify and save harmless Winnipeg Film Group, and any of their respective employees, officers, volunteers, or agents against any and all claims for injury to person and property, however caused, and arising out of the activities of the rental group or out of the occupation or possession of the premises by the rental group.
32. Winnipeg Film Group is a non-smoking facility.
33. Emergency exits must remain easily accessible and under no circumstances can they be blocked by: tables, chairs, walls, stages, people, etc.
34. No compressed gas or propane equipment/fixtures may be used inside the facility, including helium balloons. Any such material used outside of the facility must adhere to CSA approval standards.
35. The use of candles or open flame are prohibited. Only water smoke machines are allowed in the Black Lodge Studio.

- 36. The Renter is required to conform to all Workers' Compensation Board regulations.
- 37. The Renter is required to adhere to The Public Health Act orders on gatherings and events.

Facility

- 38. The facility is rented on an "as is basis".
- 39. Winnipeg Film Group is a shared and publicly funded community asset and the use of Winnipeg Film Group must reflect this consideration. Users of Winnipeg Film Group must comply with all applicable City by-laws and Federal and Provincial legislation, including the Provincial Human Rights Code which prohibits discriminatory conduct that would expose persons or groups to hatred or contempt. [Winnipeg Film Group's Safer Spaces Policy](#) must be adhered to.
- 40. The Renter is responsible for following directions from the Winnipeg Film Group staff members on duty in the building. The staff member will: supervise the building and activity, take over control of the event in any emergencies, and conduct initial and final check on the state of the facility.
- 41. Set-up, take down, and cleanup, including removal of all garbage and recyclable items, are the responsibilities of the Renter, unless negotiated in advance, and must take place within the hours of rental. As Winnipeg Film Group is a zero waste facility, all Renters are required to sort their waste into the appropriate containers. Failure to take down or to clean up will increase the cost of the event and will be deducted from the Security/Damage Deposit and/or invoiced to the Renter.
- 42. The Renter must provide designated personnel at the end of the event to do a site check with Winnipeg Film Group staff.
- 43. The Renter is restricted to use only the area listed on the rental agreement, and the public amenities including the toilet and foyer.
- 44. The Renter must notify Winnipeg Film Group staff prior to vacating the room used. If the Renter vacates a room without notifying Winnipeg Film Group staff or does not properly secure the room used (entrance/exit doors, windows, etc.), they will be held liable for any items that are lost, stolen, or damaged. The replacement costs of these items will be deducted from the Security/Damage Deposit and/or invoiced to the Renter.
- 45. The Renter is responsible for the behaviour of their guests while they are on the grounds (either inside or outside the facility).



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46. Noise levels (including live/recorded music) must be below 70 decibels during daytime hours (as registered outside of the building), and all noise must cease by 11:00 p.m. Winnipeg Film Group staff will monitor decibels and any request by them to lower noise levels must be complied with. Any excessive noise will result in a partial or total loss of the Security Deposit.
47. The Renter must ensure that the maximum number of people in the room is within the limits as indicated under the estimated attendance, as agreed to, on the booking confirmation. Maximum limits for the Dave Barber Cinematheque is 85 people, and the Black Lodge Studio is 81 people. Winnipeg Film Group staff may be required to restrict the number of people and enforce clear access to specific spaces, such as fire exits etc.
48. Animals are not permitted in the building unless it is required by an individual with a service animal.
49. Under no circumstances is the Renter allowed to handle the in-house equipment, including lighting, sound, and video equipment. A Winnipeg Film Group staff technician must operate all lighting, sound, camera and projection equipment belonging to Winnipeg Film Group.
50. The Renter agrees that no structural modifications may be made to the room or equipment installed without prior written consent from Winnipeg Film Group staff. Modifications include, but are not limited to making holes in the walls, suspending objects from the ceiling, drilling into the floor, and installing a temporary stage.
51. The Renter agrees to use the room only for the activities for which they have been designated. Winnipeg Film Group has working creative artists and organizations, and residential tenants in our space and under no circumstances will this rental disturb any tenants with activities that have not been agreed upon in advance. If the Renter uses the room for additional activities not discussed with Winnipeg Film Group, Winnipeg Film Group staff has the authority to immediately cancel the rental, and may charge additional fees.
52. Winnipeg Film Group is unable to arrange storage of equipment or supplies outside the agreed rental date(s).

Alcohol & Concessions

53. The Winnipeg Film Group (WFG) holds its own Liquor, Gaming and Cannabis Authority (LGCA) licence. Under the terms of this licence, **renters are strictly prohibited from**



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selling alcohol at any WFG venue.

This includes, but is not limited to: operating a cash bar; selling drink tickets; accepting payment or donations in exchange for alcoholic beverages; providing alcohol as part of an entry fee or fundraising activity.

- 54. Only the Winnipeg Film Group is permitted to sell or serve alcohol under its licence.
- 55. Unless otherwise agreed to in advance in writing, the Winnipeg Film Group may choose to sell concessions during the event, for the sole profit of the Winnipeg Film Group.

Catering Conditions

- 56. Food and beverages may not be served or consumed in Winnipeg Film Group without advance written consent by Winnipeg Film Group.
- 57. All food preparation and service for public events must acquire a Provincial Health permit.
- 58. All food preparation and service must meet the guidelines of Manitoba Health. If food/beverages are being handled in an unsanitary fashion, Winnipeg Film Group staff reserve the right to take appropriate action and the Renter may be denied further food service.
- 59. When using a catering service, the Renter must provide the name and contact number of the caterer.
- 60. There are no cooking or food warming facilities available onsite. It is the Renter/caterer's responsibility to prepare food offsite.