

DISTRICT OF VANDERHOOF

VANDERHOOF TOURISM AND CULTURAL CENTRE FEES BYLAW 1242, 2022

A BYLAW TO ESTABLISH FEES AND CHARGES FOR THE VANDERHOOF TOURISM AND CULTURAL CENTRE

The Council of the District of Vanderhoof in open meeting assembled enacts as follows:

1. DEFINITIONS

In this bylaw, unless the context otherwise requires:

Booking Agent means the Manager or designate.

Centre means the Vanderhoof Tourism and Cultural Centre.

Consignment means an arrangement for the Centre to carry, display, and sell merchandise from the Consignor for a fee.

Consignor means a local artist or small business wishing to sell their merchandise through the Vanderhoof Tourism and Cultural Centre for a fee.

Director means the District of Vanderhoof Director responsible for the Vanderhoof Tourism and Cultural Centre.

District means the District of Vanderhoof.

Manager means the District of Vanderhoof Manager responsible for the Vanderhoof Tourism and Cultural Centre.

Renter means the entity wishing to borrow the use of space and resources from the Centre for a fee.

2. APPLICATION OF BYLAW

2.1. The District hereby imposes fees for the provision of services and information as set out in Schedules A and B, attached hereto.

2.2. All fees within this Bylaw shall be charged applicable taxes unless otherwise indicated.

3. SEVERABILITY

If any part of this Bylaw is for any reason held invalid by any court of competent jurisdiction, the invalid portion shall be severed and the severance shall not affect the validity of the remainder of this Bylaw.

4. ENACTMENT

4.1. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time.

4.2. Any Bylaw referred to herein is a reference to an enactment of the Council of the District of Vanderhoof, as amended, revised, consolidated or replaced from time to time.

5. **CITATION**

This Bylaw may be cited for all purposes as “Vanderhoof Tourism and Cultural Centre Fees Bylaw 1242, 2022”.

READ A FIRST TIME this 25th day of April 2022

READ A SECOND TIME this 25th day of April 2022

READ A THIRD TIME this 25th day of April 2022

ADOPTED this 16th day of May 2022

Original signed by Mayor Thiessen

Mayor

Original signed by Willene Perez

Corporate Officer

SCHEDULE A BOOKING FEES

- a. Gallery and Conference Room booking fees are set out in the table below.
- b. Fees are effective September 1 of each year.
- c. Fees set out in this Schedule increase by a minimum of CPI annually and rounded to the nearest 25 cents (\$0.25).
- d. All fees are per hour unless otherwise indicated.
- e. The rates established herein do not include any applicable taxes.
- f. Gallery rentals require a \$500.00 damage/cleaning deposit.
- g. Conference Room rentals require a \$200.00 damage cleaning deposit.
- h. An additional \$400 damage/cleaning deposit is required if the rental involves a banquet or liquor.
- i. Full payment of fees is due prior to use.
- j. Future bookings will be denied to delinquent accounts and their sponsors.
- k. Not-for-profit organizations requesting that Booking fees be waived should do so via the District's annual Grant-In Aid program.

Booking Cancellation

Renters shall notify the Booking Agent fourteen (14) days in advance if they wish to cancel any booking. The renter will be charged if they do not give proper notice:

- 0% if the renter finds another renter to fill their time and acquires permission from the Booking Agent;
- 0% if beyond 14 days' notice;
- 50% if within 14 days of the rental;
- 100% if within 7 days of the rental.

CHARGES ARE PER HOUR		
	GALLERY	CONFERENCE ROOM
Rental Rate	\$100.00	\$25.00
Staff Overtime from Rentals	\$150.00	\$37.50

SCHEDULE B CONSIGNMENT FEES

- a. The Consignment fee is 15% of the merchandise's selling price.
- b. Consignors must indicate on the VTCC Consignment Agreement, as provided by the District and amended from time to time, whether they prefer the 15% fee to be added to the merchandise's regular selling price or to take the 15% from the merchandise's regular selling price.
- c. The final selling prices established in the VTCC Consignment Agreement do not include any applicable taxes.
- d. The Centre agrees to maintain the agreed-upon selling price for each item consigned and will accept nothing less unless otherwise agreed upon in writing and signed by both parties.
- e. The Centre shall forward to the Consignor the amount equal to the selling price of the consigned goods minus the Gallery's commission within 45 days of sale.