

Minutes Board of Director's Meeting

Tuesday, March 26, 2013

Meeting held at Campagnolo - 1020 Main Street

Attendees:

Doug Smardon – President

Randal Cullen - Vice President

Melissa Delamar – Secretary

Jo-Ann Turford – Treasurer

Alain Boullard – Member at Large

Nicholas Jackiw - Board Guest

The meeting was called to order at 6:45 by Doug Smardon, President.

Old Business

Web Page Management

A request has been sent to our webmaster to add a memorial page. He has agreed to add it when he has some free time.

Insurance and 3rd Party liability on studio and gallery lease agreements

It was suggested by a member looking to hold a show that the board have a lawyer revisit the contract to remove any third party liability altogether. It is believed that the artist will become responsible when an accident happens at the studio. Randal had passed on the contract to a lawyer in his office to review, and the amended documents are attached. The disputed clause now states that the lessor must hold the leaser (The society) free from blame for any claims for injury by third parties or the lessee, unless on our part. The motion to accept the changes to the Lease agreement was made by Alain. Seconded by Jo-Ann Turford. The motion was then approved by the board.

2014 Calendar & Coffee Table Book

Randal has been looking at various options to subsidize the printing costs of the proposed coffee table book. He is looking for information from Basic's members and will be in touch by way of survey that will be circled to the members. Please contact Randal Cullen for more information.

New Business

Financial Report

The society saw a loss for the month of February. After a discussion by the board, it was noted that attendance has been down in the past weeks, and is most likely the cause of the drop in income. Nicholas has graciously offered to look at the attendance over the last year, and make an assessment as to what might be causing a drop in attendance. The board will continue to

monitor its finances closely, but as this is the first time in quite a while the society has seen a loss, the board feels no reason to be alarmed.

TD Waterhouse Debenture Investment Status

Randal has been closely monitoring the investment for the Society. Currently the market is fluctuating, and the share price has gone down, although our dividends are still accumulating.

AGM Follow Up

Proposed Modelling change room - It was proposed at March's AGM, that a model change room be added to the studio, to provide models with a private space, where they could change and keep their belongings. After getting feedback from a number of models on the subject, it has become apparent that the models are just not interested, and that what we have is sufficient. One suggestion that was brought up, was to add a rug to the storage room, where many of the models currently change, so they don't have to step on the cold concrete. The board will make this update ASAP.

The spirit of accommodating our models, which was the intention of the proposal, is not lost. The board will attempt to find another way to recognise them in the coming months.

Proposed Rotating Board Member - In an attempt to get members involved and to develop communication between the board and its members, a floating board seat was created, to be given to a different member or session manager every month. Nicholas Jackiw was our first, and was in attendance at our first board meeting following the AGM. The board will then ask the session managers, one by one, to attend future meetings.

Proposed Members Survey - Nicholas had assembled a 10 question survey, with a range of questions regarding to the studio. It was discussed that the survey be online, that would be sent to members via email. The board reviewed the survey, and suggested that a question be added in regards to general interest in volunteering. Nicholas has agreed to make some adjustments to the survey.

Don Slade Show

In honor of Don Slade, a long time member of Basic Inquiry who has passed away, a showing of his works has been proposed by his friends and family members. The dates available for the show would be July 3 - 30, 2013. The board has decided to wave the \$25 studio rental fee.

Members Show

Jane Hennessey has gathered a group of 5 or 6 volunteers to organize a members show from November 6 to December 3, 2013. More information will be available on www.lifedrawing.org as it becomes available.

Other

Library

Currently, there is no organization to the small library of art books found next to the sign in desk. There was talk of removing the bookshelf, but Alain has expressed his interest in keeping it there. He has engaged a volunteer to help keep the library organized, and to start a catalog, where people could sign them out.

Newsletter

Alain Boullard has suggested that the studio revive it's monthly newsletter, to help keep members informed and interested in what's going on with the society. The board will be looking for a volunteer to take on the task, which will involve a bit of graphic design and writing skill. Please contact one of the board members for more information.

Having no more business to discuss, the meeting was adjourned at 8:45 pm.

THIS AGREEMENT is made the _____ day of month, 20__
BETWEEN:

THE VANCOUVER LIFE DRAWING SOCIETY dba
BASIC INQUIRY
(the "Leaser")

AND:

Name:
Mailing address:

(The "Lessee")

1. Premises

The Leaser grants and the Lessee takes a lease of the commercial premises known municipally as 1011 Main Street Vancouver, B.C. V6A 4L4 (the "Premises") and all contents therein on the dates and during the hours set out in Schedule "A" attached hereto (herein called the "Term") for the sole purpose as set out in Schedule "B" attached hereto and for no other reason.

2. The Lessee covenants with the Leaser:

A To pay the rent computed as set out in Schedule "C";

B To use the Premises only for the purposes set out in Schedule "A" of this Lease;

C To keep the Premises and the contents thereof as clean and in good repair (reasonable wear and tear only excepted) as at the beginning of the Term and to report to a director or officer of the Leaser any damage immediately upon discovering the same.

D To yield up the Premises with all fixtures, contents and additions at the termination of this Lease in good repair, reasonable wear and tear excluded;

E The Lessee hereby indemnifies and saves harmless the Leaser for any loss, damage, and/or costs [including a solicitor's costs computed on a 4 solicitor and own client basis] by any third party or the Lessee as a result of bodily injury to others on the Premises as a result of the actions of the Leaser for any reason whatsoever except for negligent, or intentional behaviour of the Leaser.

F The Lessee agrees not to utilize the name of the Leaser in advertising,

promoting or conducting its activities on the Premises or elsewhere.

G The Lessee agrees to pay for the utilized supplies of the Leaser as set out in Schedule "D"

3. Conditions

Provided always and it is agreed as follows:

A The Leaser may re-enter the Premises if the rent is in arrears and terminate this Lease;

B The Lessee shall be provided with a set of keys for the Premises which shall be returned to the Leaser upon termination of this Lease. The Lessee agrees not to copy the same.

C This Lease may be terminated at any time at the discretion of the Leaser by transmittal of a letter to the Lessee and refund of all unused portions of the lease payment

D The Lease is not transferable.

THE VANCOUVER LIFE DRAWING SOCIETY DBA
"BASIC INQUIRY"

LEASER-LESSEE CONTRACT FOR INDIVIDUAL/GROUP SHOWS

Basic Inquiry [the "Leaser"] and _____ [the "Lessee"] hereby agree that the Leaser shall provide space at its premises at 1011 Main Street, Vancouver, B.C. [the "Premises"] for a display [the "Show"] of works of art [the "Works"] during the period [the "Term"] commencing on the ___ day of _____, 20___ [the "Opening Date"] until the _____ day of _____, 20___ [the "Final Date"] subject to the following terms and conditions:

Agreements of the Lessee:

1 The Lessee must be a member in good standing of The Vancouver Life Drawing Society (VLDS).

2 The minimum term work can be displayed is two weeks. The maximum term is six weeks unless otherwise agreed to by the Leaser.

3 The Lessee can deliver the Works to the Premises by 3 p.m. on the Saturday prior to the Opening Date. Works may be stored by the Lessee prior to that time in available slots in the Premises. The Lessee shall advise the Leaser, when all of the Works have been delivered to the Premises.

4 The Lessee shall remove the Works from the Premises forthwith after 4:00 pm on the Final Date. Works not so removed may be stored by the Leaser for a period of not exceeding two weeks, after which time, they may be disposed of by the Leaser,

5 The Lessee will be loaned one set of access keys for the term of the contract. A \$20 deposit will be collected by the Leaser Coordinator and refunded upon the safe return of the keys at the end of the contract.

6 During the Term the Lessee shall be responsible for arranging and/or attending their own Gallery times. Times the studio is available for viewing by the public are between the hours of 1:30 p.m. and 5:30 p.m., Monday through Saturday. The dates and times chosen for Gallery showings to the public shall be agreed upon by the Lessee with the Leaser. The hours approved will be posted on the Leaser web site. Lessees occupying the studio space during these times for showing their work may at their discretion use the space for personal studio time as long as the Gallery remains open to the public and activities are conducted in a professional/respectful manner that reflect favourably on the Society. Under all circumstances the studio must be left in a clean and orderly fashion for the following drawing session.

7 The Lessee will be responsible for preparing the Gallery space for their show including cleaning of the premises, white washing the walls, changing any burnt out light bulbs and any set up as needed. The studio has a tall ladder that can be used to reach the lights but is strongly

recommended that no person should be climbing the ladder without the assistance of another person to steady it.

The Leaser may be able to provide the necessary materials and light bulbs but is not obligated to do so. If the Lessee purchases any materials considered necessary for the maintenance of the Gallery, such as light bulbs, these expenses will be approved by the Board of Directors for reimbursement.

8 The Lessee will be responsible for any repairs for damage to the Gallery/Studio space that may result from their negligence whether accidental or intentional; such as damage to the windows, electrical wiring, lighting fixtures, walls or any other parts or components that make up the Leaser/studio space.

9 The Lessee shall be responsible for providing their own labeling for the works being shown. Such label information shall include its title, the date that it was created, the media of the Work and its price and must meet the approval of the Leaser Coordinator in layout and design.

10 The Lessee will be responsible for determining the location and manner of displaying the Works and for the hanging of their pieces. Hammer and nails may be provided. The show must be hung in a professional and safe manner. The Leaser will be the sole judge as to what constitutes a professional display of work.

11 Works comprising small items that the Lessee wishes to sell on the Opening Date or during times when the Premises are open to the public may be displayed on a table in the Premises in such manner as the Leaser and the Lessee may agree. The Lessee shall be solely responsible in organizing such table of display.

12 The Lessee will be solely responsible for their own promotional material including invitations to the show. All promotional material must meet the approval of the Leaser Coordinator for content and design.

13 If the Lessee wishes to arrange for an Opening Reception they must have approval from the Leaser for rental of the studio and the nature of the events planned. The studio may be rented as per the terms of the Basic Inquiry Studio Rental Policy and Lease of Premises Agreement. If the Gallery is to be rented for four weeks or more the cost of renting the studio for the purposes of holding an opening reception will be waived but a rental/lease agreement must be signed.

Further, Lessees understand they are responsible for:

A) Attending the Premises on the Opening Date for the entire Reception which may start any time after 2:00 pm (except Sundays the hours must be after 5 pm) and end no later than 10:00 pm (unless a mid week reception is planned). Receptions cannot conflict with any scheduled drawing sessions or events.

B) Providing, preparing and serving any food and refreshments.

C) Set up and clean up before and after the reception. The studio must be returned to its normal set up for drawing sessions in a clean and satisfactory manner. The Leaser Coordinator shall be the sole judge as to what is considered satisfactory.

D) If liquor is to be served the Lessee must arrange for and have in place a week prior to the opening reception:

- i) A person with the B.C. LCB Right To Serve certification to apply for the liquor license and oversee the bar services.
- ii) A liquor license from the B.C. Liquor Control Board.
- iii) Special Events insurance that covers the serving of liquor.

All liquor will be provided and served by the Lessee.

For a fee of \$100 the Society can provide a service by which the liquor license and insurance can be acquired and bar services provided. This fee does not include the cost of the liquor license or insurance which the Lessee will be responsible for.

14 The Lessee acknowledges that the Premises are used by members of the public as a drawing studio daily and often the Works would be unsupervised. The Lessee agrees that the Leaser shall not be responsible for any direct or indirect damage to, or theft or loss of the Works while the Works are on the Premises before, during or after the Term of the Show.

15 The Lessee agrees that the Leaser may in its sole discretion remove any piece of work from the Premises, prior to, during or after the Term if such work is felt to be in conflict with the Criminal Code of Canada Obscenity Laws.

16 The Lessee hereby indemnifies and saves harmless the Leaser for any loss, damage, costs [including a solicitor's costs computed on a solicitor and own client basis] by any third party or the Lessee as a result of displaying the Works on the Premises for any reason whatsoever.

17 The Lessee hereby indemnifies and saves harmless the Leaser for any loss, damage, and/or costs [including a solicitor's costs computed on a solicitor and own client basis] by any third party or the Lessee as a result of bodily injury to others on the Premises as a result of the actions of the Leaser for any reason whatsoever except for negligent, or intentional behaviour by the Leaser.

18 The Lessee hereby grants to the Leaser the right to print, publish or disseminate

copies of any of the Works in printed form or on the internet for the purpose of publicizing the Works or the Show and for a reasonable period of time prior to thereto, during or subsequent thereto without claims of liability therefore.

19 The Lessee hereby represents and warrants that all of the Works are original and that the Lessee is entitled to sell and distribute the same to the public.

20 The Lessee shall be responsible for the sale of any of the Works during the Term of their show and the Leaser is in no way responsible for the successful conclusion of any such sales.

21 The Lessee shall pay to the VLDS a rental fee for the use of the Leaser wall space the sum of \$25 per week for the agreed term of the show. The agreed sum shall be paid not less than 7 days prior to the opening of the Show.

Agreements of the Leaser:

22 The Leaser will not collect any commissions from the sale of work.

23 If the Leaser has no subsequent scheduled shows or events, the Leaser may at the request of the Lessee, agree to extend the Show beyond the Final Date.

24 The Leaser shall assist in promoting the Lessee show by:

A Advertising the show on the VLDS web site

B Sending members an electronic version of the invitation by email.