

# Mount Fortress Corridor Lease Regulations

### **1. Venue Description**

The Mount Fortress Corridor (hereinafter referred to as 'the Corridor') is managed by the Macao Museum under the Cultural Affairs Bureau and is located on the east side of Mount Fortress at the foot of the mountain.

A modernised building of European character, it is a scenic corridor to the Mount Fortress, which is part of the 'Historic Centre of Macao', a UNESCO-listed World Heritage Site. The Macao Museum within the Mount Fortress is also an excellent place for travellers to learn about Macao's history and pluralistic culture.

The interior of the Corridor receives sufficient natural light. The Corridor follows a winding incline and connects to the ground floor, the first floor and the second floor. The usable floor area is approximately  $400 \text{ m}^2$  with the horizontal display line 145 m. The Corridor is suitable for holding various types of exhibitions, workshops, lectures, theatre, literature and art performances and other activities.

The Corridor is open year-round. Its opening hours are from 7:00am to 7:00pm daily.

### 2. General Regulations on Venue Lease

- 2.1. The Corridor is only provided for use in holding cultural, arts, educational or charity events of a non-profit nature, or for display and sale of cultural and creative products possessing characteristics typical of Macao.
- 2.2. The venue is leased to:
  - 2.2.1. Agencies of the Macao SAR Government;
  - 2.2.2. Cultural and arts groups or individuals funded by the Cultural Affairs Bureau of the Macao SAR Government;
  - 2.2.3. Schools registered with the Macao SAR Government;
  - 2.2.4. Groups and organisations registered with the Macao SAR Government that are involved in charity work, culture and art, and cultural and creative industries;
  - 2.2.5. Art workers with legal right of abode in Macao.
- 2.3. Under all circumstances, the Macao Museum retains the right of final decision on lease of the Corridor.
- 2.4. Lessees must strictly abide by the laws of Macao on copyright. All disputes and legal liability related to copyright that stem from an event shall be borne entirely by the Lessee.



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#### 3. **Lease Period**

3.1. The period of each lease of the Corridor shall be from the starting date of the event to the end date of the event. Normally, lease periods are from five to ten days.

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- 3.2. Based on the details of the event, Lessees may apply for one to three days before the start date of the event to arrange and decorate the venue and one day after the event to conduct clean-up work without paying any additional fees.
- 3.3. Lessees who exceed the times prescribed in 3.1 or 3.2 must obtain the approval of the Macao Museum for any extension but approval shall not preclude Lessees from paying the associated costs in accordance with the provisions of Article 7.

#### 4. **Application Procedures**

- 4.1. Lessees applying to lease the Corridor must complete the 'Mount Fortress Corridor Lease Application Form' (the application form is available from the Cultural Affairs Bureau or can be downloaded from the Macao Museum website (www.macaumuseum.gov.mo). The completed application must be submitted in hard-copy form to the Macao Museum at least 60 days before the starting date of the event.
- 4.2. After receiving a completed application form with all required information attached, the Macao Museum shall reply in writing within 30 days. If the event date is 90 days or more hence, notification will be issued 60 days before the event.

#### 5. **Use and Arrangement of the Venue**

- 5.1. Lessees may not sub-let the venue to a third party.
- 5.2. Lessees must comply with the instructions of the staff of the Macao Museum and properly use the various items of equipment in the venue.
- 5.3. Under no circumstances may a naked flame, dangerous goods or products or equipment that pose a danger to visitors be used in the vicinity of the Corridor.
- 5.4. In order to adequately protect the facilities in the Corridor, Lessees shall provide the Macao Museum with a detailed explanation of the layout of decorations and equipment, and shall implement the layout only after having obtained the approval of the Macao Museum. The Macao Museum reserves the right to final approval of the venue layout.
- 5.5. While in the Corridor during events and during preparation and cleaning before and after events, employees of Lessees must wear identification signed and issued by the organiser.
- 5.6. The Corridor shall be available to Lessees from 9:00am to 7:00pm for installation and cleanup activities before and after events. Event preparation and clean-up outside of these hours must be approved by the Macao Museum but said approval shall not preclude Lessees from paying associated costs in accordance with the provisions of Article 8.
- 5.7. When setting up the venue, Lessees shall avoid using installation methods or materials (such as double-sided tape, super-strength glue and so on) that damage the building's walls and



existing facilities. Lessees shall compensate the Cultural Affairs Bureau for any damage resulting from the use of such methods or materials and shall repair the damage.

- 5.8. Lessees are entirely responsible for installation and clean-up work in the venue resulting from their events. Employees assigned to the Corridor by the Macao Museum shall not take the place of Lessees in safekeeping or by taking delivery of any item, and items shall not be delivered to or withdrawn from the Corridor except at appointed times.
- 5.9. Banners, posters and signs affixed by Lessees in the Corridor and adjacent areas for the event shall be placed in designated locations and shall not be affixed elsewhere without authorisation.

### 6. Facilities and Services

#### 6.1. Power Supply

- 6.1.1. The power supply in the Corridor basically satisfies routine lighting and temperature-regulation needs. Beyond these needs, or when an event necessitates the use of other special electrical equipment, prior approval of the Macao Museum is required before additional power can be acquired. Depending on the circumstances, the Macao Museum may require Lessees to pay additional power fees.
- 6.1.2. Lessees planning to use or move power facilities in the Corridor must obtain prior authorisation from the Macao Museum and the operation must be conducted under the guidance of the museum's electricians. Lessees shall not unilaterally change or move the original equipment.

### 6.2. Cleaning

- 6.2.1. It is prohibited to eat or smoke in the Corridor.
- 6.2.2. It is prohibited to bring pets or other animals into the Corridor, except when specially authorised by the Macao Museum.
- 6.2.3. The Macao Museum is only responsible for routine cleaning of the Corridor. Any additional cleaning work resulting from a Lessee's set-up of the venue shall be the responsibility of the Lessees.
- 6.2.4. Following the end of events, Lessees shall complete the clean-up of the venue within the specified time.

### 6.3. Corridor Staff

- 6.3.1. During times when the Corridor is open to the public, an attendant shall be assigned to ensure the routine operation of the Corridor.
- 6.3.2. The Macao Museum shall assign staff to co-ordinate with Lessees during the period prior to and following the start of events as well as near the end of events. If the



assigned employees work overtime hours based on the request of Lessees, Lessees shall pay the overtime pay of the assigned employees.

### 6.4. Security

- 6.4.1. During times when the Corridor is open to the public, at least one security guard shall be assigned to ensure routine security in the Corridor.
- 6.4.2. If for reasons of security, the Macao Museum thinks a Lessee's event necessitates an increase in security staff, the Lessees shall bear the corresponding expense. Lessees shall pay for any additional security expenses.
- 6.4.3. The Macao Museum shall not be liable for the loss or damage of any goods in the Corridor that belong to Lessees.
- 6.4.4. Lessees shall cooperate with attendants and security guards assigned to the Corridor by the Macao Museum, and shall assign employees to maintain the order of people entering and exiting the venue, as well as maintaining order inside the venue.

### 7. Fees and Payment

### 7.1. Venue Fee

- 7.1.1. The daily fee for lease of the venue is two thousand Macao patacas (MOP2,000). If the lease period exceeds the time specified in Article 3, after obtaining the approval of the Macao Museum, the Lessee is still required to pay an additional daily fee for lease of the venue of two thousand Macao patacas (MOP2,000).
- 7.1.2. Lessees shall implement set-up and clean up of the venue in accordance with the times stipulated in 3.2 and 5.6. If these times are exceeded, it is necessary to obtain the approval of the Macao Museum, and pay a venue lease fee of two hundred Macao patacas (MOP200) per hour.

## 7.2. Other Fees

- 7.2.1. Lessees shall, in accordance with 6.2.3 and 6.4.2, directly pay the costs of additional security and cleaning staff. The related costs shall be calculated according to the rules of the corresponding security or cleaning company. Enquiries into the corresponding fee rates can be submitted with the assistance of the Macao Museum.
- 7.2.2. The Macao Museum shall, in accordance with the provisions of 6.3.2 and 6.1, collect from Lessees remuneration for overtime work by Macao Museum staff resulting from the event as well as any additional power costs.

## 7.3. See Article 8 for the fees charged for postponed or cancelled events



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## 7.4. Deposit

7.4.1. Twenty-one days before the start of their event, Lessees shall pay the Macao Museum a lease deposit of five thousand Macao patacas (MOP5,000) by cheque payable to 'Conselho Administrativo do Fundo de Cultura'.

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7.4.2. The deposit cheque shall be returned to the Lessee after the event has ended and the Lessee has completed the clean-up of the venue and paid all venue costs, personnel costs and other expenses arising from the event.

## 7.5. Settlement and Payment

- 7.5.1. Within five working days of the end of the event, the Macao Museum shall notify Lessees of the total amount due for fees for the venue and other additional fees incurred by the event.
- 7.5.2. Lessees shall directly pay the security company and cleaning company for any additional security and cleaning that occurs as a result of their assisting in the event.
- 7.5.3. The lease fee and other additional fees incurred by the event (including overtime for staff of the Macao Museum) shall be paid to the Macao Museum by a cheque payable to 'O Conselho Administrativo do Fundo de Cultura'.
- Lessees shall pay all items in full within ten days of the date of receiving 7.5.4. notification from the Macao Museum of the total amount due.
- If a Lessee fails to pay all items billed within the aforementioned payment period, 7.5.5. the Cultural Affairs Bureau will respond in accordance with legal procedures and may keep the deposit paid by the Lessee. Furthermore, if the Lessee is a group or individual funded by the Cultural Affairs Bureau, that funding shall immediately be suspended until the entire balance due is fully paid.

#### 8. **Postponement or Cancellation**

- 8.1. If Lessees wish to cancel the lease of the venue, they should notify the Macao Museum in writing no later than fourteen days before the starting date of the event and shall pay a handling fee of three hundred Macao patacas (MOP300).
- 8.2. In the event of an incident of *force majeure* prior to the start of an event (including tropical cyclone warning signals, rainstorm warning signals or Typhoon Warning Signal No. 8, and so on, issued by the Macao Meteorological and Geophysical Bureau) the Lessee may apply for postponement or cancellation of the event. Postponement shall be arranged based on venue availability and the revised dates shall be determined via consultation between the Macao Museum and the Lessee. If the event is already in progress, the Lessee shall pay the corresponding fees according to the original plan.
- 8.3. When events are cancelled due to situations described in 8.2, Lessees shall still pay the handling fee of three hundred Macao patacas (MOP300).



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- 8.4. If Lessees notify the Macao Museum of the cancellation of an event less than fourteen days prior to the starting date (inclusive) of the event, none of the paid deposit shall be refunded.
- 8.5. When necessary, the Macao Museum has the right twenty-one days prior to the start date of an event to require the Lessee to change the approved dates of the event, and the Lessee may not object. If the Lessee cancels the event for this reason, the paid deposit may be refunded, and the Lessee shall not be required to pay the handling fee.
- 8.6. If an event held by a Lessee is found to be inconsistent with the submitted event plan, the Macao Museum has the right, prior to or during the event, to cancel the approved lease application, and the Lessee may not object. The deposit paid by the Lessee shall not be refunded.
- 8.7. The three-hundred Macao patacas (MOP300) handling fee described in 8.1 and 8.3 shall be paid to the Macao Museum by cheque payable to 'O Conselho Administrativo do Fundo de Cultura'.

#### 9. **Bad Weather**

9.1. In the event of a Tropical Cyclone Warning Signal No. 8, the Corridor will be closed to the public, and all activities in the Corridor shall be suspended or cancelled. Lessees shall notify their visitors and guests of the situation of their own volition.

#### 10. **Insurance and Compensation**

- 10.1. Lessees shall personally consider the issue of purchasing insurance in relation to the event. During the lease period, any loss, injury or accident suffered by Lessees or third parties as a result of the events or equipment of Lessees shall without exception be the responsibility of the Lessees.
- 10.2. During the lease period, if facilities within the venue are damaged, destroyed or broken because of a Lessee's event, the Lessee shall bear complete liability and pay compensation. The Cultural Affairs Bureau has the right to decide the amount of compensation paid for damage.

#### 11. Other

- 11.1. Use of the venue by Lessees must be as environmentally friendly and resource efficient as possible, and must comply with the regulations of Macao on environmental protection and noise pollution.
- 11.2. If a Lessee fails to comply with the 'Mount Fortress Corridor Lease Regulations', the Macao Museum reserves the right to refuse any future application by the Lessee to lease the Corridor in the future.
- 11.3. If the Lessee is funded by the Cultural Affairs Bureau, it shall pay the overtime pay of security and cleaning staff incurred by the event and additional electricity costs. The Lessee shall also abide by these Regulations and any special provisions stipulated by the Cultural



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Affairs Bureau when providing the funding.

- 11.4. Once these regulations become valid, timely adjustments or updates to them may be made depending on need.
- 11.5. These rules become valid on 1<sup>st</sup> October, 2008.

Macao Museum 16<sup>th</sup> September, 2008