

## GALLERY RENTAL CONTRACT

Archway Gallery (the “Gallery”) is available for special events and receptions by those who desire a unique setting for their special event. This Rental Agreement has been developed with careful consideration of the impact that such events will have on the Gallery and its facilities.

Special events must be organized so that the works of art are not endangered in any way. The Gallery reserves the right to refuse rental for any events deemed inappropriate for the space or potentially damaging to the artwork.

The undersigned, \_\_\_\_\_ (“Renter”), hereby agrees to rent the Gallery for a special event on the following terms and conditions:

### GENERAL PROVISIONS

1. The Gallery will provide space, utilities, and limited kitchen facilities.
2. At least one artist from the Gallery will be present throughout the event.
3. Gallery rental occupancy is limited to 175 persons.
4. Use of the front of the gallery, where the “Featured Artist” exhibition is hung, shall be determined in the Gallery’s sole discretion.
5. Sales of or inquiries about Gallery artwork during an event are welcomed.

### FEES AND DEPOSITS

1. Rental Fees:

Base Rental Fee:	\$200 per hour (Event Start Time – Event End Time)
Movement of Art:	\$50/person/hour
Set-up Fee:	\$100 per hour (1 hour minimum)
Take-down Fee:	\$100 per hour (1 hour minimum)
Overtime:	Charged at the applicable hourly rate

An “Estimated Rental Fee” for the event is provided on the Checklist on page 5 of this Agreement. This represents the parties’ good faith estimate, of the amount of time required for the event, including set up and take down. If the actual time required for the event exceeds the time shown on the Checklist, then the applicable fees will be adjusted accordingly.

2. Security and Damage Deposit: Upon execution of this Agreement, Renter shall provide credit card information to be held on file for a Security and Damage Deposit in the amount of \$1,000, to cover any loss, damage, or additional fees that may result from Renter’s use of the Gallery. If such loss, damage, or additional fees exceeds the amount

of the Security and Damage Deposit, then Renter agrees to assume full responsibility for payment of same. The Security and Damage Deposit will be refunded if all conditions of this Agreement are met at the end of the rental period.

3. Payment Schedule: Upon execution of this Agreement, Renter shall pay a Reservation Fee of fifty percent (50%) of the Estimated Rental Fee. The remaining fifty percent (50%) is due on or before the Event Start Time shown on the Checklist on page 5 of this Agreement. No event may begin without full payment of the Rental Fees and Security Deposit. If all fees are not paid as specified in this Agreement, Archway Gallery may cancel the event and retain the Reservation Fee as liquidated damages for the Renter's breach.
4. Event Planning: At least two weeks prior to the scheduled event, Renter shall meet with the Events Coordinator to finalize plans for the event. This meeting will include a walk through of the facilities with the Events Coordinator, a review of the Checklist, and a floor plan showing the layout of tables, food and drink stations and entertainment location for the event.

### **CHANGES OF DATE / CANCELLATION POLICY:**

1. A change-of-date request by the Renter must be received by the Gallery at least two weeks prior to the scheduled event. If the request for a change of date can be accommodated, all fees and deposits paid will be applied to the new date.
2. Cancellation within two weeks of the event will incur a \$250 cancellation fee. All other fees and deposits will be refunded.
3. Archway Gallery reserves the right to cancel special events due to unforeseen circumstances and force majeure; however, in such unlikely instance, the Renter's deposits and fees will be refunded in full.

### **SETUP AND TAKEDOWN**

1. The Checklist and floor plan will delineate setup details and planned placement of tables, chairs, podiums, freestanding decorations, equipment, etc.
2. The event, including cleanup, must be concluded and all parties vacated from the Gallery by midnight.
3. Renter is responsible for all setup including chairs, tables and other furniture or equipment. The Gallery owns a limited number of tables and chairs which may be used at no additional charge. The Gallery does not provide linens or table coverings. The Gallery has a microphone and PA system available for an additional fee of \$25.
4. Due to the Gallery's business hours, actual setup for a special event may not begin earlier than 2 hours prior to the start of the event.
5. All rental equipment, linens, etc. must be delivered during business hours no earlier than the weekday prior to the event. They must be picked up during business hours on the first weekday immediately following the event. Before or after those days, a charge of \$50 per day will be assessed for storage of items not belonging to the Gallery. Lost and found items will be stored for 30 days and then donated to a charitable organization.
6. Artwork may not be touched, moved or altered by the Renter. The Gallery will accommodate movement of a limited amount of art. Gallery artists will do so prior to or during the event. The Gallery will charge \$50/person/hour for the movement of art.

7. Electrical cords must be taped to the floor for safety. Signage or décor outside of the gallery is permitted on the door only. The gallery reserves the right to post signage advising of a private function.
8. A portion of the front desk area may be used for the event. The front desk may not be used as a bar, and no liquids may be served or stored in that area. The Gallery credit card machine may not be used for non-Gallery sales or transactions. The area behind the desk is for the exclusive use of Gallery staff. Use of the front desk may not impede access by Gallery artists to phone, credit card machine, computer and other business equipment.
9. Renter may not adjust lighting, air conditioning or heating. No candles, fires, pyrotechnics, smoke or bubble machines may be used.
10. Use of the shared patio spaces must be pre-arranged with Gallery and pre-approved with other tenants and landlord representatives and cannot be guaranteed.
11. Post-event cleanup is the responsibility of the Renter; failure to do so immediately following the event may result in reduction of the Security Deposit refund. Receptacles are provided in the Gallery for collection of trash and recyclables. Dumpsters for trash/recyclables are located outdoors at the rear entrance of the Gallery. The Gallery will provide cleaning equipment / supplies.

## **FOOD AND BEVERAGES:**

1. All food preparation and service must be arranged and provided by the Renter.
2. The gallery has a small kitchen space, appropriate for food and beverage service. All materials stored in the cabinets and kitchen are property of the Gallery and, unless specified in the Agreement herewith, not available for use. If space is available, the Renter may use the Gallery's refrigerator with top freezer, microwave oven, coffee pot and large beverage serving containers. Renter must provide table coverings if desired, trash bags, utensils, and food storage materials, napkins and dinner or plastic ware. There is no dishwasher or icemaker.
3. No cooking of any kind is permitted inside or outside the Gallery. Propane, gas burners, hot plates or BBQ equipment are not permitted. Small sterno type devices are allowed.
4. If alcoholic beverages are served, Renter takes all responsibility for loss or damage as a result of their misuse and indemnifies Gallery against any and all claims of injury or damage as a result of such service. It is the responsibility of the Renter to not serve alcohol to minors or to allow an excess intake of alcohol by any attendee. Archway Gallery reserves the right to close a bar service should it be judged necessary to protect the facility, artwork or safety of visitors.
5. Alcohol cannot be sold, either directly or through a cover charge, without a proper permit, to be arranged and displayed by the Renter. Professional bartending services must be licensed with the Texas Alcoholic Beverage Commission and must provide proof of liability insurance upon request.
6. Smoking is not allowed in the Gallery.
7. Food and drink may be served only in the Gallery.

## **ENTERTAINMENT:**

1. Performances and /or the placement of musicians, instruments or equipment may not endanger guests or artwork, and the Gallery reserves the right to approve the location and set up of same.
2. Musicians must set up inside the Gallery.
3. Volume must be adjusted upon request. All music must end at the time specified on the Agreement. Night parties must end at 11PM.

## **PARKING**

1. The Gallery shares with other local businesses approximately 25 public parking spaces in the lot behind the building. Renter's guests are invited to utilize these spaces if available. Street parking in the immediate vicinity is available.
2. Valet parking services may be hired at the discretion of the Renter, but the shared parking lot may not be blocked or reserved for valet.
3. Valet services must provide proof of liability insurance upon request, and Archway Gallery must be indemnified from any related loss or damage.

## **LIABILITY**

1. Renter agrees to abide by all local, state and federal laws while on the premises and to hold the Gallery harmless for any violations.
2. Renter agrees to hold the Gallery and its owners harmless from and against all claims, damages, losses or injuries related to the rental.
3. Renter is responsible for any and all loss or damage to artwork, building premises, or Gallery property during the rental period (unless damages are caused by a member of the Gallery staff). Any loss or damage to artwork will be charged at the cost of the piece or the cost of repairs, in the artist's sole discretion.
4. The Gallery may apply the Security Deposit to cover any such loss or damage, and shall provide Renter with an itemized statement of charges.
5. In the event the Security Deposit is not sufficient to cover such loss or damage, the Renter agrees to pay the remaining cost of repairing, restoring and or replacing the lost or damaged property within ten days after being presented with an invoice.

**Renter:**

**Archway Gallery:**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Event Coordinator**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



2305 Dunlavy  
Houston, Tx 77006  
(713) 522-2409  
www.archwaygallery.com

**RENTAL AGREEMENT CHECKLIST**

RENTER'S NAME: \_\_\_\_\_ DATE OF EVENT: \_\_\_\_\_

RENTER'S ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_\_ ALT PHONE: \_\_\_\_\_

EVENT DESCRIPTION: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SPECIAL NEEDS OR REQUESTS: \_\_\_\_\_

**EVENT CHECKLIST:** (actuals will be filled in the date of the event)

# OF ATTENDEES / ESTIMATED: \_\_\_\_\_ # OF ATTENDEES / ACTUAL: \_\_\_\_\_

EVENT START TIME/ ESTIMATED: \_\_\_\_\_ EVENT START TIME / ACTUAL: \_\_\_\_\_

EVENT END TIME / ESTIMATED: \_\_\_\_\_ EVENT END TIME / ACTUAL: \_\_\_\_\_

SET UP TIME / ESTIMATED: \_\_\_\_\_ SET UP TIME / ACTUAL: \_\_\_\_\_

CLEAN UP TIME / ESTIMATED: \_\_\_\_\_ CLEAN UP TIME / ACTUAL: \_\_\_\_\_

ART MOVEMENT / ESTIMATED: \_\_\_\_\_ ART MOVEMENT / ACTUAL: \_\_\_\_\_

\_\_\_\_\_

ESTIMATED RENTAL TOTAL:\* \_\_\_\_\_ DAMAGES: \_\_\_\_\_

RESERVATION FEE (1/2 TOTAL): \_\_\_\_\_

Paid date: \_\_\_\_\_

Check \_\_\_\_\_ Card \_\_\_\_\_

RENTAL BALANCE (1/2 FINAL): \_\_\_\_\_ OTHER: \_\_\_\_\_

Paid date: \_\_\_\_\_

Check: \_\_\_\_\_ Card: \_\_\_\_\_

SECURITY DEPOSIT TOTAL: \_\_\_\_\_ TOTAL CHARGES / ACTUAL: \_\_\_\_\_

Card type: \_\_\_\_\_

Card #: \_\_\_\_\_ SECURITY DEPOSIT AMOUNT HELD: \_\_\_\_\_

Name on card: \_\_\_\_\_

Exp date: \_\_\_\_\_ Sec code: \_\_\_\_\_ SECURITY DEPOSIT REFUNDED \_\_\_\_\_

Check # \_\_\_\_\_ Date of refund: \_\_\_\_\_ by gallery artist: \_\_\_\_\_

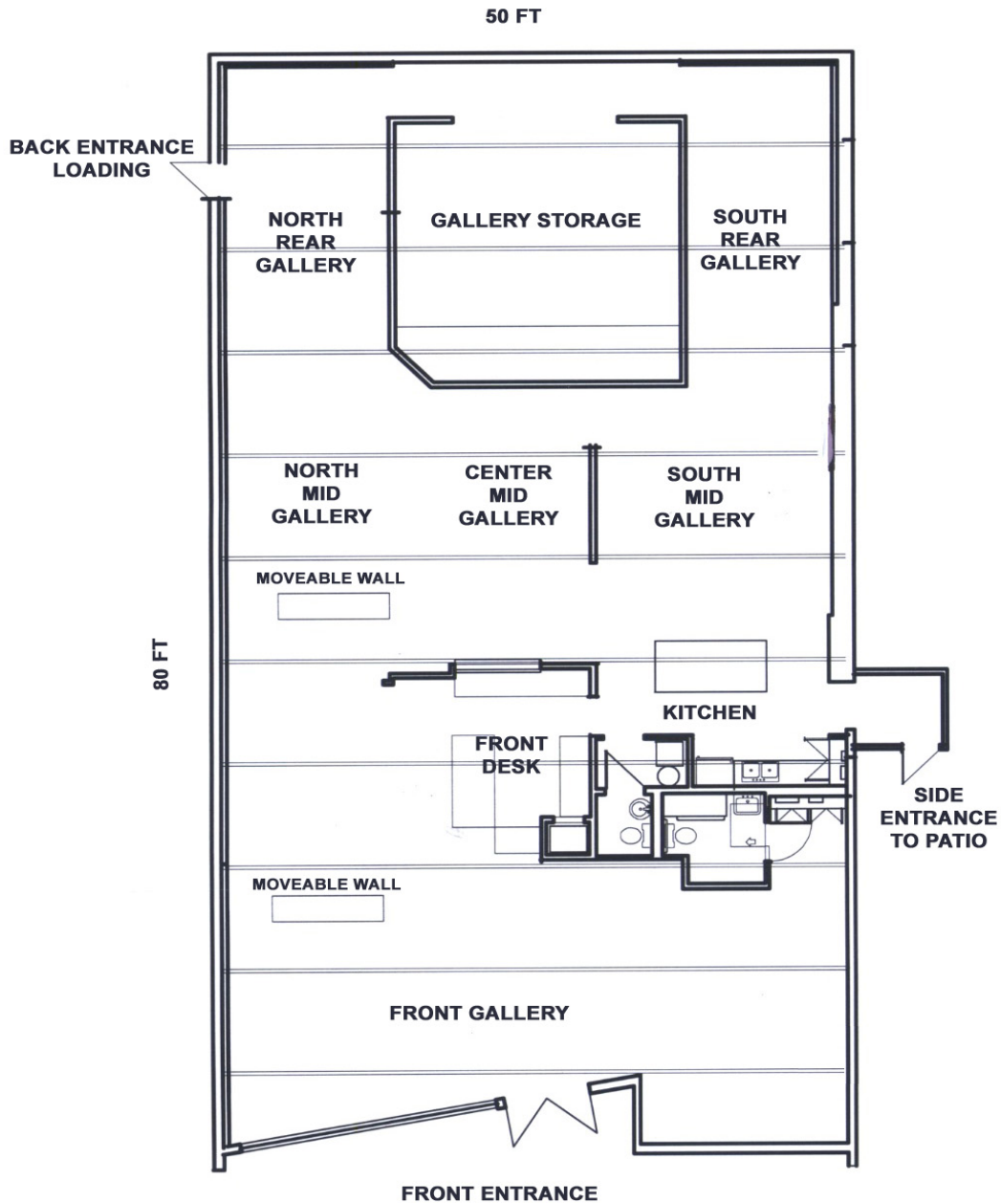
**\*This amount is an ESTIMATE based on Renter's stated needs. If actual event, set-up, or take-down time exceeds the estimated time, it will incur additional hourly charges, as set forth in the Rental Agreement.**

**ACKNOWLEDGMENT:**

I have read the policies of Archway Gallery related to rental events and I agree to abide by these policies herewith. I agree to defend (with attorneys acceptable to the art gallery), indemnify, protect and hold harmless Archway Gallery and its officers, agents, representatives and owners, from and against any and all damage, loss claim, liability and expense, including but not limited to actual attorneys' fees and legal costs, incurred directly or indirectly by reason of the use of occupancy of the Gallery, the act or omissions of me/us, our agents, employees, licensees or invitees, or any claim, demands, damage, suit or judgment brought by or on behalf of any person or persons for damage, loss or expense due to, but not limited to bodily injury or property damage sustained by such person or persons which arise out of, are occasioned by, or are in any way attributable to me/us, our agents, employees, licensees, or invitees or our use of the Gallery.

RENTER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ARCHWAY GALLERY EVENT COORDINATOR: \_\_\_\_\_ DATE: \_\_\_\_\_



This floor plan represents the placement of tables, chairs, electrical fixtures, podiums, décor and all props necessary to carry out my event. Placement of food tables, bars, and entertainment or AV presentation locations are included.

I understand that this plan is part of the contract and the actual set up depicted must conform to event plans.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Event Coordinator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Event