



Space Rental Agreement

The Renter: (name, address, and telephone number):

Name:

Company:

Address:

City, State & Zip:

Phone:

Email:

The Gallery: (name, address, and telephone number):

Name: **AZ Gallery**

Address: **308 Prince Street, #130**

City, State & Zip: **St. Paul, MN 55101**

Phone: **(651) 224-3757**

hereby enter into the following Agreement:

This agreement is made this _____ day of _____, 200____,
between _____ for AZ Gallery (The Gallery) and
_____ for _____
(The Renter).

Terms. The Renter will use the main exhibit space of AZ Gallery (The Gallery) located at 308 Prince Street, #130 in St. Paul, MN 55101, for the sole purpose of having an invitation only _____ (The Event).

The rental price for The Event is \$_____.

Expected attendance: _____.

The Event will take place on _____ Day of Week _____ M M / D D / Y Y Y Y
between the hours of H H : M M (AM / PM) and H H : M M (AM / PM).

The Event set-up will take place on _____ Day of Week _____ M M / D D / Y Y Y Y
between the hours of H H : M M (AM / PM) and H H : M M (AM / PM).

The Event clean-up will take place on _____ Day of Week _____ M M / D D / Y Y Y Y
between the hours of H H : M M (AM / PM) and H H : M M (AM / PM).

Gallery Hours. Rentals may not interfere with the hours The Gallery is open to the public unless it is arranged and approved by The Gallery. The Gallery's normal business hours are Friday 5:00 PM – 8:00 PM, Saturday and Sunday 10:00 AM – 2:00 PM. All set-up and clean-up must be performed after hours.

Gallery Representative. A Gallery representative must be on site at all times during the event to ensure compliance with The Gallery policies and regulations. The fee for this person's time is included in the rental fee. If the Client is found to be in non-compliance with any of the regulations set forth herein, The Gallery's representative will terminate the event immediately and The Gallery will retain the entire rental fee plus the security deposit.

Capacity. Attendance for the event may not exceed 125 persons. This limit is for the safety of the attendees and for the protection of the space and the artwork.

Photographs. Photographs of the artwork on display at The Gallery for any commercial use whatsoever are prohibited. Photographs of the event, in which the artwork may appear in the background, are permitted.

Contract. The Gallery's President serves as the primary contact for The Renter. The President has the authority to execute all decisions deemed appropriate and/or necessary for the effective execution of this Agreement and these policies and regulations.

Reservation of Rights. The Gallery's members reserve the right to, at any time, waive or alter any provision set forth in this Policy if, in its opinion, it is in the best interests of The Gallery to do so.

Laws and Regulations. The Renter shall permit no activities in violation of the laws of the city of St. Paul, the state of Minnesota or of the United States, nor any activities in violation of any applicable ordinance or regulation.

Noise. The Renter must gain prior approval from The Gallery for music arrangements and noise levels. Noise must be contained within The Gallery and not audible in any building common areas or adjoining units. All entertainers (DJs, bands, or musicians) hired by The Renter must abide by these policies and regulations.

Alcohol. If The Renter chooses to provide alcohol for the event, such alcohol will not be sold, and no implied suggestions for sale of alcohol will be made. The Renter must use a licensed caterer with a site permit for dispensing of alcoholic beverages on the premises. The Renter and licensed caterer must sign the Alcohol Permission Form. No hard liquor is permitted – only beer, wine and champagne are allowed. No alcohol from the event is permitted outside The Gallery. No alcohol will be served to persons under 21 years of age. The Gallery reserves the right to request licensed caterer to stop serving alcohol should any of The Gallery’s representatives deem it is necessary to protect The Gallery and safety of individuals.

Food. The Renter is solely responsible for providing all food and supplies necessary for presentation and serving of food and drinks. The Renter may not use any food or drinks already on the premises.

Equipment. The Renter may use any equipment (stereo system, tables, chairs, linens, and serving containers) available on the premises. The Renter is responsible for any damage to the equipment during the event. Any additional equipment that may be needed is solely the responsibility of The Renter. After the event, all The Gallery equipment used must be cleaned and returned to the location in which it was found.

Catering and Food Preparation. There is no hot water, food preparation equipment, or food preparation areas on the premises. The Renter is solely responsible for whatever arrangements are necessary for the service, preparation and clean-up of food on the premises. All food and catering costs are The Renter’s responsibility. Chafing trays must be used for heating any food.

Children. Children are welcome on The Gallery’s premises. However, The Renter is solely responsible for making certain that they do not damage the gallery or the artwork and are supervised by an adult at all times.

Artwork. The artwork may not be removed or moved prior to or during the event. The Renter does not have permission to move the artwork. Any damage to the artwork that occurs during the event or in connection with the event is solely the responsibility of The Renter. Should any artwork be damaged, The Renter shall be responsible for reimbursement to the artist of the list price of the artwork.

Deliveries. All deliveries of equipment and/or food in connection with the event must be coordinated with The Gallery’s President or Representative and may not interfere with The Gallery’s normal business hours. The Gallery’s President or any Representatives are not authorized to sign for any rental or delivery.

Set-up. All set-up must take place within the specified event set-up period. The facility can be adorned for your occasion but no decorations may cover or obstruct any artwork on display. An appointment with The Gallery President is required to discuss and coordinate set-up and/or decoration arrangements.

Entrance. All guests and vendors associated with the event must enter and exit via The Gallery’s street entrance. The inside entrance that is accessible from inside the Northern Warehouse Building’s main hallway is only available when the front door of the building is unlocked or arranged with The Gallery.

Clean-up. The Renter agrees to have a thorough cleaning done either by their staff or a professional cleaning company within the specified event clean-up period. The premises must be returned to the condition received prior to the event. Trash receptacles on the premises are available for the use during the event; however, The Renter should provide additional receptacles if they are needed. All trash after the event should be disposed of in the Northern Warehouse Building's trash container. If there is insufficient room in the Northern Warehouse Building's trash container, the excess trash must be removed from the premises entirely and disposed of by The Renter. If The Renter does not comply with the cleaning rules set forth above there will be a \$250.00 cleaning charge deducted from The Renter's security deposit.

Curfew. An 11:00 PM curfew for all guests will be strictly enforced. All vendors and other individuals associated with the event must be off the site by 12:00 AM. An after-hours fee will be assessed from the security deposit for any violation of this rule.

Damages. The Renter agrees to compensate The Gallery for any property damage caused by their patrons, guests, or staff during The Event, including but not limited to damage done to the exhibited artwork. The Gallery is not liable for any injury occurring to any patron, guest or staff member at The Event.

Fines. The Renter agrees to pay any fines which are a result of the event or the event's patrons, guests or staff and The Renter assumes responsibility for attaining the proper permits, if any, to legally hold the event at The Gallery. The Renter hereby indemnifies, and holds harmless The Gallery and its members, agents, successors, and assigns from any and all damages, liabilities, costs or claims, whether in contract or in tort, including costs and attorney's fees, arising from or in any way connected with The Renter's use of The Gallery pursuant to this Agreement.

Premature Event Termination. The Gallery will not be held accountable in any way for a premature termination of the event at the request of any city or state official, including but not limited to a Police Department, or a Fire Department.

Fees and Cancellations. A Security Deposit of \$250.00 is required to hold all rental reservations. The rental fee is required thirty (30) days prior to the date of the event. Failure to receive the entire fee by that date will result in cancellation of the reservation and forfeiture of half the Security Deposit. Cancellations received no later than sixty (60) days prior to the reserved date will result in a refund of the rental fee already paid less an administrative fee of 20% of the Security Deposit (\$50.00). Cancellations thirty (30) days or less, prior to the event will result in forfeiture of the entire Security Deposit. Fees and the Security Deposit may be paid with a credit card or check payable to "AZ Gallery". A \$50.00 fee will be charged on any returned checks. The Security Deposit will be deposited immediately upon receipt and refunded within seven (7) days following the event, minus any charges for cancellation, overtime, clean-up, damage, or theft.

Inclement Weather. The Gallery is not liable for loss or reimbursement of fees due to cancellation caused by inclement weather or other acts of God. However, should inclement weather force a cancellation, The Gallery will work with The Renter to reserve an alternate date, if possible, at no additional cost. The Gallery's guide for cancellation due to inclement weather is the closing of the St. Paul Public Schools.

Insurance. Renters are responsible for any damage not covered by The Gallery's insurance, including the amount of the deductible. If The Renter would like additional coverage, they may pay for an event rider to The Gallery's policy, if available, or provide additional insurance on their own.

Parking. The Gallery provides no exclusive parking. Renters and guests must find parking on the street or in nearby parking lots. Renters or their contractors may use the space in front of the gallery designated as a loading zone to strictly load/unload. All vehicles must be moved to a proper parking area.

Smoking. Smoking is prohibited inside The Gallery and anywhere inside the Northern Warehouse Building. Guests may smoke only in areas outside the building.

Security. If The Renter desires additional security (i.e. off-duty police officers, private security guards), the arrangements and cost shall be solely The Renter's responsibility.

Termination. The Gallery reserves the right to terminate any rental reservation at any time if The Renter is found to be in non-compliance with the rental policies and regulations herein. Such termination will result in the forfeiture of all fees and deposits paid to the date of the termination. Any violation of this contract by The Renter during the event is grounds for immediate termination of this agreement by The Gallery which will be executed, if necessary, by a Gallery representative.

Procedures for Modification. Amendments to this Agreement must be signed by both The Renter and The Gallery and attached to this Agreement. Both parties must initial any deletions made on this form and any additional provisions written onto it.

Choice of Law. This Agreement shall be governed by the law of the State of Minnesota.

The above agreement is entered into and validated by the following signatures on behalf of their respective organizations.

(Print Name of The Renter)

(Signature of The Renter) Date _____

(Print Name of authorized representative of The Gallery)

(Signature of authorized representative of The Gallery) Date _____