

Living Arts of Tulsa Gallery Rental Agreement

Name of Renter _____

Times and Dates:

Starts at: _____ On: _____

Ends at: _____ On: _____

Renter agrees to rent the (please check all that apply):

- Gallery Space Catering Space Meeting Space
 Education Space Workshop Space

Additional Services:

- Parking Lot Exclusivity Clean Up Service Use of Video System
 Use of PA System

Living Arts agrees to provide the space and utilities.

Staging, video projection systems, and PA systems, including setup, are available for an additional fee.

By signing this agreement the renter undertakes the responsibility of the following:

SET UP AND TAKE DOWN

- a) Renter is responsible for all set up including moving of all chairs, tables, lighting, etc. with prior approval from rental coordinator. Please do not handle any artwork on display.
- b) No fires, pyrotechnics, smoke, or bubble machines may be used in any part of the building, and fire exits may never be blocked within a 36in width.
- c) Candles may be used provided they are in a safe, non-breakable container.
- d) Living Arts reserves the right to deny any activity or equipment usage that could potentially damage the gallery or its contents.
- e) No banners, placards, tape or other materials may be attached to the walls, ceilings or floor without prior approval by rental coordinator.
- f) Renter is responsible for all clean up pertaining to both the inside and outside of the building. Unless otherwise specified, clean up must be completed within the rental agreement period. Chairs and tables must be put away, and all trash throughout the building must be hauled to the dumpster located in the north parking lot. The Premises must be in the same condition as it was when occupancy began. If these conditions are not met, fees will be taken out of Renter's security deposit according to the attached Fee Structure for Rules Violations.
- g) Living Arts provides a Clean Up Service for a flat fee of \$400 on weekdays and \$450 on weekends, to be paid one week in advance of the event.

FEES AND DEPOSIT

- a) A non-refundable Reservation Fee of 50% of the total rental fee is required to reserve the space, due upon the execution of this Agreement. The remaining 50% of the total rental fee is due one week prior to the event.
- b) If the remaining payment is not made within a timely manner by the Renter, it shall constitute a breach of this agreement. Living Arts may remove the event from the calendar without arranging for an alternative date and Living Arts may retain the initial Reservation Fee as liquidated damages for Renter's breach.
- c) In addition to the rental fee, the Renter is required to provide credit card information to be held on file. This credit card is to cover a Security Deposit of \$1000. The Security Deposit will be refunded in full if all conditions of this agreement are met at the end of the rental period.
- d) The Security Deposit will be held to cover any damages, clean-up, and additional fees that may result from use of the Premises. The cost of any repairs or replacements resulting from damage incurred during this event, and any additional fees, will be deducted from this Security Deposit before a refund is made. Additional fees are the responsibility of the Renter if damages are of a higher cost than the total Security Deposit.

USE OF BAR

- a) There is a flat fee of \$100 to use the Living Arts Bar.
- b) The Renter must hire an outside bartending service.
- c) Living Arts requires the outside bartending service to provide proof of a state liquor license and all refrigeration and equipment needed for the event.
- d) No one younger than 21 may be allowed to tend bar or be served alcoholic beverages. Valid identification must be presented when serving any alcoholic beverages.
- e) All Renters are responsible for complying with the State of Oklahoma Liquor Laws.

USE OF BUILDING PREMISES

- a) Renter must secure the safety of the building and its contents from damage and/or theft. Living Arts recommends the Renter to designate at least one person to have the responsibility of watching exits and bathroom areas for additional precautionary measures. A staff liaison will be on hand during the rental period to assist Renter with any safety or emergency related needs. If mixed drinks are served, Living Arts requires an off duty police officer to be present at the expense of the Renter.
- b) Renter shall not use the Premises or allow the Premises to be used for any purpose prohibited by any Federal or State laws or regulations or ordinances of the City of Tulsa.
- h) For the safety of event patrons, Living Arts requests that no one is allowed to access the stairways in the building leading to the residences upstairs. It is for this reason that we ask that all guests be located on the first floor of the building at all times.
- i) No more than 260 people may occupy the building at any given time.
- j) Please do not allow event patrons to park in the Spaghetti Warehouse parking lot. Parking is available on Brady street. The lot North of Living Arts is for shared use with Brady Loft tenants (whose parking is marked) and area consumers. Use is first-come-first serve. Exclusivity to parking lot is an additional fee.
- k) No patrons may leave the building with an open beverage container.
- l) There is a strict no smoking policy inside the building, however smoking is permitted outside in designated smoking areas where cigarette butts are required to be properly extinguished.

RESPONSIBILITY OF DAMAGES

- a) RENTER IS RESPONSIBLE FOR REIMBURSEMENT OF ANY AND ALL DAMAGE TO ARTWORK OR BUILDING PREMISES DURING THE RENTAL PERIOD (unless damages are made by a member of Living Arts staff)
- b) In the event of damage to the premises or the property of Living Arts located thereon during its use and occupancy by the Renter, the Renter agrees to pay the cost of repairing, restoring and/or replacing same within five days after being presented with with an invoice if the security deposit is not sufficient to cover such cost.

PROOF OF INSURANCE

- a) Renter must provide a certificate of liability insurance covering the facility rental premises for the rental period. Renter must verify with the insurance provider that their policy covers facility rentals. This certificate may be obtained through an existing homeowner's or business policy.
- b) Certificate is due one week prior to the event date along with the remaining rental fee and Security Deposit.

Total Rental Fee agreed upon for this event is: _____

1st Half due on: _____ Paid on: _____

2nd Half due on: _____ Paid on: _____

Agreed to by:

Renter's Signature

Date

Living Arts Representative Signature

Date

Checks are preferred for payments (except for Security Deposit) and may be made out to "Living Arts of Tulsa" with "Space Rental" notated in the memo space.

Living Arts of Tulsa
307 E. Brady
Tulsa, OK 74120

Contact Information

Name: _____

Cell phone: _____

Alt. Phone: _____

Email: _____

Address: _____

City: _____

State/Zip: _____

Fee Structure for Rules Violations

It is our job here at Living Arts to work with our renters to provide a smooth and enjoyable rental experience. Renting the space at Living Arts, however, requires a great deal of responsibility to ensure that each renter has a positive experience.

Because of this, the following list of deductions will be taken directly out of the security deposit before it is returned if they should not be met:

- a) A base custodial fee of \$400 on weekdays and \$450 on weekends should any part of the building require cleaning. In addition to this base fee is an itemized list of deductions for each service required:
- \$25 – Gum or streamer removal
 - \$25 – Cleaning of bathrooms
 - \$25 – Emptying and cleaning of beverage bins and refrigerator.
 - \$50 – Clearing litter from all areas accessed including bathrooms.
 - \$50 – Wiping down of any equipment, tables, gallery surfaces, kitchen and bar surfaces.
 - \$50 – Sweeping
 - \$50 – Cleaning of windows of entrance and exit doors
 - \$75 – Mopping
 - \$75 – Wiping down of any walls or columns of any beverage/food
 - \$75 – Trash removal to dumpster
 - \$100 – Stacking and storing of tables, chairs, and equipment
- b) Any damage to the walls where repairs/painting is needed is \$25/hr + supplies.
- c) Any damage to the artwork is \$100/hr for repairing/cleaning the work (if possible). In cases where the artwork is destroyed, the full retail price of the piece will be deducted. Should the retail price exceed the total security deposit the renter is responsible for paying the remaining cost in full.

Credit Card Information for holding of the Security Deposit

Name on Card

Credit Card Number

3-digit Security Code

Expiration Date (mm/yy)

I _____ hereby authorize the above credit card to be charged for the amount of the total fees as outline above in the Fee Structure for Rules Violations.

Signature of Cardholder