



Art that makes you talk.

Living Arts of Tulsa Rental Agreement

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows: that this agreement dated _____, _____, is entered into by and between Living Arts of Tulsa, Inc. and

[Renter/Organization] _____

To be used for: [name of event and brief description of function] _____ on the following date(s): _____

Contact Name: _____ Phone Number: _____

Mailing Address: _____

E-mail Address: _____

Function Hours - Rental Time: _____ Event Time: _____

Expected Attendance: _____ Catering Service: _____

Catering Contact Name and Phone Number: _____

Alcohol Request Submitted: Yes ___ No ___ Date Submitted: _____

Which space(s) would you like to rent? (Myers Gallery rental includes use of entire building.)

- ___ Myers Gallery Weekend/Weekday (\$2000/\$1500) ___ West End Gallery (\$500) ___ Meeting Space (\$50/\$100)
___ Myers Gallery with nonprofit discount (\$1000/\$750) ___ Education Space (\$250)

Total Facility Rental: \$ _____

Rental Equipment (please provide the quantity requested)

- 8ft Tables (\$10) ___ 8ft Linens(\$8) ___ Projector/Video System (\$100 Each)
Bistro Table (\$6) ___ Bistro Linens (\$4) ___ Sound System (\$100) ___
Stage Units (\$50 For Each Section) ___ Parking Lot Exclusivity (\$600) ___
Number of Chairs ___ (included)

Total Equipment Rental: \$ _____

Cleaning Service Options: \$350 Cleaning Fee ___ Self Clean ___

Total Rental Fee: \$ _____

Due upon reservation: Non-refundable Deposit of 50% of Total Rental Fee \$ _____

Due two weeks prior to event on _____:

- \$ _____ Remaining Balance
\$1,000 Refundable Security Deposit
Certificate of Insurance

- Non-refundable Deposit will be applied to Total Rental Fee.
• Renter will be responsible for all damages and/or violations of Living Arts Terms and Conditions of Rental, to be assessed immediately following event.
• Above charges are subject to change based upon final arrangements confirmed by the Event Registration Form.
• Any additional details, terms and conditions separately agreed by the parties are expressly incorporated as though written here.

Living Arts of Tulsa Terms and Conditions of Rental

1. **Fees** – A non-refundable deposit is required upon contract signing in the amount of 50% of total rental fee. If the balance has not been paid by two weeks prior to the event, Living Arts reserves the right to cancel the reservation. A fully refundable security deposit of \$1,000 is due two weeks prior to the event. This deposit will be refunded after the gallery is clean and all artwork is verified as undamaged. If there are damages which exceed the value of the deposit, the renter is responsible for paying the additional costs for either repair or purchase price at the discretion of the artist.
2. **Set-Up** – Renter is responsible for all set-up. Fire codes must be followed, including that all exits must have at least 36" of cleared space around them and a clear path to them. Renter must not handle any artwork or handle any lighting for exhibits. No fires, sparklers, pyrotechnics, smoke or bubble machines may be used. Candles may be used provided they are in safe, non-breakable containers. Living Arts reserves the right to deny any activity or the use of anything Living Arts deems hazardous to the gallery or its contents or any person. Nothing may be attached to the walls, ceiling, or floor without explicit written approval from Living Arts.
3. **Clean Up** - The renter is required to clear all areas rented of trash and debris and to return all rented equipment clean, returning the premises to its original condition by the end of the allotted rental time. Failure to clean up will result in a charge against the damages deposit.
4. **Additional or Subsequent Charges** - Any additional charges that occur after the 'final balance' is paid will be billed to the Renter within 30 days of the event date. This includes, without limitation, any damages to the facility, excessive cleaning charges necessitated by the event, missing or damaged equipment (including rental equipment) or other personal property and any legal charges that may result from violation of alcohol policies.
5. **Certificate of Insurance** – All organizations, groups, etc. using the Living Arts of Tulsa space is required to have a certificate of insurance. The certificate must cover general liability and property damage in the amount of \$1,000,000.00 and must state "Living Arts of Tulsa, Inc." as an additional insured. This can be obtained through an existing homeowners or business policy.
6. **Alcohol Policy** - If the Renter desires to have alcohol at the event, an "Alcohol Request Form" must be submitted to and approved by Living Arts 30 days prior to the date of the event. NO alcohol may be allowed on the premises unless purchased through Living Arts.
7. **Rental Time** - The time that is rented from the Living Arts of Tulsa includes: any set-up or preparation to take place before the event, the time of the actual event and any time needed to clean up after the event to the standard set by the Living Arts of Tulsa guidelines. All parties must be removed from the facility by the end of the rental time stated in the Living Arts of Tulsa User Agreement.
8. **Smoking Policy** – There is no smoking allowed in the building.
9. **Weapons Policy** – There are no weapons allowed on the premises of Living Arts at any time.
10. **Staff Assistance** - All events will have a Living Arts staff member or representative present at all times to assist the renter with any facility-related needs and to unlock and/or lock the facility at the agreed start and end event times.
11. **Security** - It is the Renter's responsibility to ensure the safety of the building and its contents against theft and damage. Renter should provide at least one person designated to keep an eye on things. Renter shall not use the premises or allow them to be used for any illegal purpose. At no time should the renter or event guest leave the first floor. The second floor is a residential area and is completely off limits. No more than 260 occupants are allowed inside the building at a time. Renter and guests must not park in spaces designated reserved/"lofts". These spaces are for the residents on the second floor. Also, renter and guests should avoid using the Spaghetti Warehouse lot; they tow.
12. **Parking Lot** - Renters have the option to purchase the Living Arts parking lot for available parking if there is a publicly scheduled event such as, although not limited to, a Driller's game. If the Renter's choose not to purchase the parking lot spaces, two spaces will be reserved for vendor use during their event.

Cleaning and Repair Fees

A refundable security deposit will be collected two weeks prior to the event. It will be returned to the Renter if the facility has been restored to its pre-rental condition at the end of the allotted event time, or after the professional cleaning, depending on the chosen cleaning option.

If any artwork is destroyed beyond repair or cleaning, the Renter will be charged the full price of the artwork or repair. If this total exceeds the deposit amount, the Renter will be responsible for paying the difference.

Cleaning includes:

- **Cleaning floors (sweep and mop) of areas rented;**
- **Cleaning bathrooms (counters, sinks, floors, and empty trash);**
- **Cleaning kitchen (counter, sinks, floor);**
- **Removal of all trash to dumpster in parking lot;**
- **All areas are in good, clean condition and appear as they were upon arrival.**

Possible deductions from the security deposit include, but are not limited to:

Custodial fee of \$350 should any part of the building require cleaning

Additional \$25 for gum or streamer removal

Additional \$25 per bathroom for cleaning

Additional \$25 for bar/prep area cleanup

Additional \$50 for clearing litter or debris

Additional \$50 for wiping down tables, chairs or any other surfaces

Additional \$50 for sweeping

Additional \$75 for mopping

Additional \$75 for cleaning food/drink off of walls, columns, etc.

Additional \$50 for cleaning of windows or doors

Additional \$75 for trash removal

Additional \$100 for returning of tables, chairs, stage sections, etc. to storage

Additional \$25 per hour, plus supplies for any repainting or repairing of walls

Additional \$100 per hour for cleaning/repairing artwork



Request For Alcoholic Beverage Service

In keeping with the Living Arts of Tulsa policy and all applicable legal requirements, please complete the form below to request approval for service of alcohol.

Name of Event _____ Date of Event _____

Time of Actual Event _____ Time Alcohol is to be served _____

Event Contact _____ Phone _____

Rooms Alcohol is to be Served in _____

Licensed/Insured Bartender/Service _____ Phone _____

Bar Service cost/ amount needed: \$125 bartender _____ \$75 barback _____

Type(s) of Alcoholic Beverages to be served:

- Low Point Beer
- Beer (bottles or cans only)
- Wine
- Champagne
- Mixed Beverages (liquor and mixer)

Additional Comments or Requests: _____

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows: to have read and agree to abide by the following policies for the service of alcoholic beverages in Living Art of Tulsa:

- No one under the age of 21 will have the opportunity, or under any circumstances be allowed, to consume alcoholic beverages.
- No one will become disorderly. Any person who does become disorderly will be requested to leave the event once safe transport has been assured. If such person resists, police will be called.
- No one will be allowed to leave the Living Arts of Tulsa with an open alcoholic beverage or be allowed to drive a vehicle in an inebriated condition.
- Alcohol will be served only by a licensed and insured bartender provided by the caterer or other equally qualified licensed and insured bartending services and that Living Arts has a copy of their bartending license on file or receives a current copy before the event.
- I will ensure that the bartender provides the Living Arts of Tulsa with a copy of his/her license and insurance before alcohol is served.
- I acknowledge no alcoholic beverages will leave the area designated for the event.
- I acknowledge no alcoholic beverages will be consumed in the parking area of the Living Arts of Tulsa.
- I agree no alcoholic beverages will be brought in by guests or any other party. ABLE Commission fine for unpurchased alcohol on licensed property is \$1,000 per bottle.
- I agree no alcoholic beverages will be allowed, aside from the ones approved in the above request and purchased by the Living Arts of Tulsa Rental Manager.

For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows: the undersigned acknowledge that a staff member of the Living Arts has discussed the Rental Agreement, Terms and Conditions, Cleaning and Repair Fees, and Request for Beverage with me and I agree to abide by the Rental Agreement of the Living Arts of Tulsa.

LIVING ARTS OF TULSA, INC.	Date	Renter Signature	Date
_____	_____	_____	_____
		Printed Name	
