

Blue Ridge Arts Center

GALLERY and FACILITY RENTAL AGREEMENT

This use/rental agreement made effective this _____ day of _____, by and

between _____
("User")

and the Blue Ridge Arts Center ("BRAC"), for usage of the BRAC Gallery and Facility at 111 E. South 2nd St., Seneca, SC for the purpose of

Beginning Date _____ Closing Date _____

Who hereby agree as follows:

Gallery and or Facility Use Fee:

The fee charged for the usage of the Gallery and or Facility is _____

Deposit:

A deposit of _____ is required for your event. The Gallery is not considered reserved until BRAC receives the deposit. The entire usage fee will be paid by the last business day prior to the event. Usage fees are payable by cash, personal or corporate check. All charges are made payable to the Blue Ridge Arts Center. Deposits will be refunded no later than two weeks after the event, minus any charges for damage or clean up incurred during the event to the facility. In the event that the User chooses not to clean up the Gallery and or Facility after the event, the charge for clean up will be \$250.00.

In the event that the User needs to cancel an event, the Blue Ridge Arts Center must be given notice at least 48 hours prior to the event. Failure to give 48 hours prior notice will result in forfeiture of the deposit. In the event of inclement weather, the deposit may be transferred and the date rescheduled; but the deposit will not be refunded.

Smoking in the building:

Smoking and any open flames in the Gallery or classroom are prohibited at all times!

Cancellation:

☒ BRAC reserves the right, without penalty or liability of any nature, to reschedule or cancel the date(s) confirmed. This would happen if circumstances arise that are not anticipated at the time the confirmation is made, preventing the use of the facility. Prompt notice of cancellation will be given to the Renter in the event that the need for cancellation becomes apparent. In the event of cancellation, refund of deposit in full will be given.

Food and Beverage:

☒ Food and beverages are not allowed in the Gallery during any event **open to the public** unless User has prior approval from the BRAC. However, they are allowed in the classroom.

Set up and Clean up:

☒ The User is responsible for the event set up and any clean up. The User is also responsible for providing equipment and decorations.

☒ The User, their agents or guests must remove all equipment and materials they supplied, and return the Gallery to a satisfactory condition at the end of the rental period.

Reservation:

☒ Applications for use of the Gallery must be approved by BRAC. Only completed applications, with signatures, will be considered for approval.

☒ Availability of the Gallery is on a first come, first served basis.

☒ Use of the Gallery for any purpose does not signify or constitute endorsement of the User or any organization to which User is affiliated.

☒ BRAC reserves the right to refuse usage of the Gallery to any individual or organization.

☒ User, their agents and all guests are not allowed into the Gallery prior to the start time of the event without prior approval from BRAC.

☒ BRAC will provide to the User an on-site gallery representative to oversee the set-up of the event, the opening of the event, and clean up by the user. This representative also has the authority to halt and disperse any event in violation of the terms as set forth in this Agreement.

Promotional Materials or Decorations:

☒ BRAC shall approve all decorations prior to the event. At no time are any of the following decorations allowed: helium balloons, confetti, potpourri, glitter, bubbles, birdseed, incense or any open flames. No items may be tossed, spread or scattered in the Gallery, including rice, birdseed, confetti and flower petals. No animals are allowed in the Gallery except those providing assistance to disabled individuals.

Altering the Gallery:

☐ User shall not injure, deface, change or alter the premises or any items contained within the Gallery and shall not cause or permit anything to be done that may cause damage. Nails, hooks, tacks or screws will not be permitted on any gallery walls.

Damage to the Gallery:

☐ Any damage that may occur due to the negligence or behavior of the User, an agent of the User or any of the attendees of the event (regardless of whether they were invited or not) becomes the responsibility of the User. The User also agrees that if the premises, or any items contained therein, regardless of whether the item is owned by BRAC, is damaged by any act, default or negligence by the User, an agent of the User or any of the attendees of the event, the User will pay the Gallery such sum necessary to restore or repair items to original condition. In the event the item is beyond repair, the User will pay such sum equal to the full, retail price of the item, as determined by BRAC.

Control of the Building:

☐ In allowing the use of the Blue Ridge Arts Center or property associated with Gallery to a User, the Board of Directors of the Blue Ridge Arts Center retains the right to control the management thereof, and to enforce all the rules for the management and operation of the same.

☐ BRAC, or one of its assigns, reserves the right to (1) eject any person, (2) halt any activity or (3) disperse any gathering in the Gallery it deems objectionable. Gatherings prohibited at the gallery will include, but are not limited to activities of a lewd nature or activities that could be construed as a public nuisance.

☐ In consideration for the use of the building, the User hereby waives any and all claims, actions and causes of actions for damages against Blue Ridge Arts Center, its Board of Directors, its employees or volunteers, including but not limited to any damages resulting from action taken in enforcement of the rights set forth in this Agreement, relating to, or in connection with the use of the premises.

Indemnification:

☐ The User agrees to indemnify and hold the Board of Directors of the Blue Ridge Arts Center, its staff, members or volunteers harmless from any and all claims, injuries, actions and causes of actions relating to, and in any way connected to, the negligence of the User, their agents or event attendees in their use of the Gallery.

Additional Provisions:

☐ The usage of the Blue Ridge Arts Center may in no way interfere with exhibits or programming of the Blue Ridge Arts Center.

☐ The maximum occupancy of the Gallery at any one time is _____ people. The User shall not violate the maximum occupancy.

Rental Agreement= Gallery Specifics

BLUE RIDGE ARTS CENTER requires that each Individual Art Exhibit be professionally presented in keeping with all other events held in the gallery [ie. hung, tagged and properly advertised]. Therefore we request adherence to the following:

1. *Please plan to entirely fill the gallery = 75 {18x22"} pieces can be comfortably placed on the walls in the gallery, this does not include pedestals. [Or 40-45 larger pieces {30x40} not including the choir loft space.] Sharing with other artists is acceptable. All art must be approved by the Board.*
2. *Brac reserves the right to final approval of display before Opening; Panels and pieces are subject to relocation for maximum use of space and minimizing the potential for damage to breakable or delicate pieces. Notice will be provided to the artist prior to relocation. Jewelry must be in a shadow box.*
3. *Complete Bio's, Statements and any Descriptive Materials required to complete an adequate email and website campaign will be provided to BRAC at least ONE MONTH before Opening date.*
4. *Complete inventories will be submitted at least TWO WEEKS before opening.*
5. *Each piece requires a tag containing TITLE, MEDIUM, PRICE OR Not For Sale [Show NAME optional] on card stock. A sample tag and publisher template will be provided upon request along with the appropriate ready-to-hang backing cards/glue.
If you are unable to produce tags, a representative can create, print, cut and mount these on ready to hang backer cards for a 25.00 fee.
If you would like a program, one can be designed for you.
Options include [Black and White/ Text Only/ 8.5x 11 sheet]:
List Layout- Front only- \$20.00 plus \$10.00 printing fee for 50 copies.
Center Folding- 4 page with gradient header- \$35.00 plus \$25.00 printing and folding fee for 50 copies. \$10. 00 for each additional 50 copies.*
6. *Email campaign will include BRAC Membership, Regional Sister Organizations and Galleries and our extended Individual Artist list. All other advertising [posters, postcards and print ads are the responsibility of the artist. Physical address can be provided upon request.*
7. *Regular BRAC Gallery Hours will be maintained- BRAC volunteers or members will be available to man the gallery during most show hours. The artist is required to sit one during the display period.*
8. *Brac Volunteers will be on hand to receive guests and assist with the reception.*

User _____

Date _____

Representing

BRAC Administrator _____

Date _____

Approved by BRAC Board of Directors on _____