

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**LEASE AGREEMENT**

Agreement made on \_\_\_\_\_, 20\_\_\_\_, by and between City Art Gallery and \_\_\_\_\_, referred to as "Occupant".

Occupant agrees to hire and City Art agrees to make available for use the Gallery located at 1224 Lincoln Street on the following terms and conditions:

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

Type of Event; \_\_\_\_\_

Time: \_\_\_\_\_

Set-up starting at \_\_\_\_\_

Event starting at \_\_\_\_\_

Event ending at \_\_\_\_\_

Clean-up ending at \_\_\_\_\_

Total Hours \_\_\_\_\_

Number expected: \_\_\_\_\_

**Due to the age and original use of our building along with historical architectural features, accessibility is an issue that we need to deal with on a case by case day and time basis. Please let us know how we may assist you with access to our business.**

Maximum occupancy is 300 for food, dancing and some seating-150 for seated meal with dancing

**Setup and breakdown time must be included in your total rental hours. Rental includes the City Art furniture package (\$365.00 value.). All events must conclude prior to midnight. All vendors including caterers, music, bars and guests must vacate the premises no later than 12 Midnight or the entire deposit will be forfeited. Please check one:**

**Friday or Saturday:**

\_\_\_\_\_ 5 Hour Rental: \$1,800.00  
\_\_\_\_\_ 6 Hour Rental: \$2,100.00  
\_\_\_\_\_ 7 Hour Rental: \$2,400.00  
\_\_\_\_\_ 8 Hour Rental: \$2,700.00  
\_\_\_\_\_ Projector Rental \$50.00

**Monday thru Thursday:**

\_\_\_\_\_ 4 Hour Rental \$1,200.00  
\_\_\_\_\_ 5 Hour Rental \$1,400.00  
\_\_\_\_\_ 6 Hour Rental \$1,600.00  
\_\_\_\_\_ 7 Hour Rental \$1,800.00

**Sunday**

\_\_\_\_\_ 6 Hour Rental \$1,800.00 (handled by Applause Catering)  
Security Deposit \$500.00 (Refundable after event)

**TOTAL HOURS # \_\_\_\_\_ \$ \_\_\_\_\_**

Date due \_\_\_\_\_, 20\_\_\_\_ **(Balance due must be paid not later than 30 days prior to the event.)**

The Occupant understands and agrees that the attached Rules are a part of this Agreement. Failure by the Occupant to abide by the Rules will result in forfeiture of the security deposit and other charges. In addition, Occupant shall be liable for any damage to the Gallery and its contents that occur during Occupant's use of the Gallery.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE (Day) \_\_\_\_\_ (Night) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-MAIL: \_\_\_\_\_

<u>Service</u>	<b>ADDITIONAL CONTACTS FOR EVENT</b>		
	<u>Company</u>	<u>Contact person</u>	<u>Telephone</u>
Coordinator:	_____	_____	_____
Caterer:	_____	_____	_____
DJ or Band:	_____	_____	_____
Photographer:	_____	_____	_____
Wedding Cake:	_____	_____	_____
Florist:	_____	_____	_____
Bartender:	_____	_____	_____

**RULES AND ADDITIONAL REQUIREMENTS**

City Art invites you to host your next meeting, social event, wedding reception or special occasion within the ambiance of an art gallery setting. Art exhibitions change throughout the year. Because City Art is an art gallery located in a historic warehouse building, and because we want to insure the safety of our guests and the success of your event, we ask your understanding and cooperation in complying with the following rules:

1. **General terms.** The primary space available for functions is approximately 3000 square feet located in the main Gallery. Maximum occupancy is **300**. Nighttime and weekend hours are available for private parties after the Gallery is closed.
2. **Confirmation of reservation.** Your reservation for City Art will be confirmed upon the receipt of the Agreement, signed and accompanied by a security deposit. The deposit will be returned to you within two weeks after your event if the contract is followed concerning the use of the property.

3. **Rental Rates:**

**Friday or Saturday:**

_____ 5 Hour Rental:	\$1,800.00
_____ 6 Hour Rental:	\$2,100.00
_____ 7 Hour Rental:	\$2,400.00
_____ 8 Hour Rental:	\$2,700.00

**Monday thru Thursday:**

_____ 4 Hour Rental	\$1,200.00
_____ 5 Hour Rental	\$1,400.00
_____ 6 Hour Rental	\$1,600.00
_____ 7 Hour Rental	\$1,800.00

**Sunday:**

_____ 6 Hour Rental	\$1,800.00
_____ Projector Rental	\$50.00

Security Deposit \$500.00 (Refundable after event)

**A partial hour is charged as a full hour. Set up and breakdown time must be figured into the total rental time. Rental includes furniture package. All events must conclude prior to midnight. All vendors including caterers, music, bars and guests must vacate the premises no later than 12 am or the entire deposit will be forfeited.**

4. **FULL PAYMENT OF THE RENTAL FEE IS DUE NO LATER THAN ONE MONTH PRIOR TO YOUR EVENT OR CANCELLATION MAY OCCUR.**
5. **Furniture provided for your use (included in rental fee—value \$350).**
  - a. 60" Round Tables (3)
  - b. 48" Round Tables (4)
  - c. 36" Round Tables (6)
  - d. 6' Banquet Tables (6)
  - e. 8' Banquet Tables (2)
  - f. 30" Standing Round Cocktail Tables (4)

g. Premium Golden Oak Folding Chairs with Padded Seats (50)

Note: City Art does not set up or break down furniture.

**Projector** for use with a lap top, CD or DVD program, accompanied by speakers. (Rental price for the event **\$50.00** which represents an approximate savings of \$100.00.)

6. **Cancellation.** If you cancel the reservation within the six-month period prior to the event, City Art reserves the right to retain your deposit. If circumstances beyond the control of City Art force it to cancel your reservation, City Art will refund all sums paid. This refund is in lieu of all other damages. If the full rental payment is not received one month prior to your event, City Art reserves the right to cancel your reservation without a deposit refund. There will be no refund if event is cancelled within thirty days of the event date.
7. **Liability for damages and injuries.** Occupant assumes full financial liability and responsibility for any damage, loss of property belonging to the Gallery or works of art belonging to individual artists. Occupant releases City Art from any liability whatsoever arising out of the use of the Gallery including personal injury incurred during or as a result of such use.
8. **Appropriate events.** All events must be deemed appropriate to the Gallery and cannot interfere with normal operation. City Art reserves the right to deny usage to any persons or groups or for any program, which is inconsistent with its purpose or reputation. The owners and rental coordinator have the authority to take action and make decisions that are in the best interest of the Gallery, its safety, security and image in the community.
9. **Additional Contact Persons.** When Occupant is unable to be present for the entire event, a designated contact person(s) must be appointed to be present from set-up time until all guests leave to ensure that the Gallery rules are followed. City Art will designate a rental staff person who will open the Gallery at the contracted time for set up and be on or near the premises during the event.
10. **Set up and decorations.**
  - a. It is the responsibility of Occupant to make arrangements with the caterer for set up and cleaning responsibilities.
  - b. Enforcement of Gallery rules by caterer and others under contract is the responsibility of Occupant.
  - c. The City Art rental staff-person does not set up or break down equipment or furniture for the event and is not responsible for unloading or loading supplies. Due to liability, caterer must provide adequate staff for set up, event and breakdown.
  - d. The City Art rental staff person is responsible for security and to ensure the Gallery rules are followed.
  - e. All decorations and equipment must be delivered and set up on the same day as the event, and removed at the conclusion of the event, on that day unless other arrangements are made with the City Art rental staff-person.
  - f. All rented tables and chairs must have rubber protective caps on feet or they will not be allowed on the wooden floors.
  - g. City Art is not responsible for any items left at the Gallery.
  - h. Decorations shall not be applied to any wall inside the Gallery.
  - i. Decorations may be placed on tables only. **Absolutely no food or drinks may be placed on the antique piano—it must be covered with a cloth and may be used for gifts or photo display.**
  - j. The fire code forbids the use of open flames inside or outside City Art. No candles may be used. No fog machines, liquid smoke, bubble machines or any other effect that may be deemed inappropriate will be allowed.
  - k. Decorations and equipment must not be placed in such a manner as to impede the flow of traffic or to obstruct access to stairs, bathrooms or fire exits.
  - l. No furniture or equipment shall be placed within three feet of any artwork.

11. **Smoke-Free Facility.** City Art is a smoke-free facility. Although the building is equipped with fire sprinklers, the Gallery is located in a potentially flammable historic building. City Art also sells highly flammable art supplies. Original artwork can be damaged by smoke and the resulting damage would be very costly to replace or repair. Please confine smoking to outside designated areas where ash/cigarette receptacles are located. **No smoking in any restroom.** Please place discarded cigarettes in proper receptacles provided. If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by the event staff.
12. **Electrical equipment.** Because of the risk of power overload and fire hazard, City Art must approve supplemental electrical equipment in advance.
13. **Sound System.** The sound system at City Art is not appropriate for events. The Muzak system in the gallery is not appropriate for any purpose other than background music during a reception or dinner while guests are arriving.
14. **Alcohol.**
  - a. The Occupant and caterer must abide by all City, County and State alcoholic beverage control laws and regulations. All persons serving alcoholic beverages must be licensed and insured in an amount acceptable to City Art in order to serve alcoholic beverages. The minimum acceptable coverage is \$1,000,000.00. An umbrella policy of not less than \$2,000,000.00 is preferred. City Art must be provided a certificate showing that it is a covered entity. Proof of insurance and coverage must be provided to City Art in writing at least 30 days prior to the event.. City Art discourages anyone carrying alcoholic beverages away from the premises.
  - b. If alcoholic beverages are to be served and any of the following conditions apply, the Occupant or caterer must have an appropriate license or permit from the SC Department of Revenue and Taxation, Alcoholic Beverage Licensing:
    - i. If tickets are sold in advance or at the door.
    - ii. If donations are accepted by or on behalf of a sponsor or other entity
    - iii. If a cash bar is provided.
  - c. Persons serving alcohol must display a copy of all appropriate licenses and permits.
  - d. All bars are to be closed one-half hour prior to the scheduled end of the event. City Art recommends that bars be open no more than three hours.
  - e. No beer kegs are allowed.
15. **Caterers.** A list of approved caterers and bartending services will be provided by a representative of City Art or found on a copy of our Vendors list on line. City Art requires caterers to have a copy of their business license and liability and bonding insurance on file with City Art in order to operate.
16. **Event Conclusion:**
  - a. In order to assure that the event will conclude in an orderly manner and the contracted hours will be adhered to, music must cease and bars must close at least one-half hour before scheduled time for the event to end. It is the responsibility of the Occupant to make these arrangements in advance with the musicians and bartenders or caterers.
  - b. Unless other arrangements have been made in advance and noted on the lease agreement all items brought to the Gallery for the event must be removed from the Gallery on the day of the conclusion of the event. City Art is not responsible for any items left at the Gallery.
  - c. The Occupant must make arrangements with caterer or others for User breakdown responsibilities. Occupant is responsible for leaving Gallery and grounds "broom clean" or in the condition in which they were found when the doors were opened for set-up.
  - d. Tables and chairs must be cleaned and returned to proper areas and racks.
  - e. All decorations, food and drink container products, and all trash must be collected in plastic bags and removed to the large outside trash container ("Dumpster") located directly across from City Art beside the Blue Marlin. City Art staff does not set up or break down furniture

- or empty trash.
- f. Caterers must leave all food preparation and serving areas neat and clean. This includes, but is not limited to the staging room, ovens and all other surfaces used which have food or spillages, including all floors.
- g. City Art is responsible for mopping floors and cleaning restrooms before and after the event.
- h. Glitter, confetti, tinsel, birdseed and rice are prohibited and may not be thrown in any area of the property. No sparklers or fireworks of any kind may be discharged on City Art property.
- i. Rose petals, bubbles and bells are acceptable outside of the front door. There will be an extra cleanup charge if the Gallery staff has to clean up.

**17. Extra Charges.** If the Occupant fails to comply with the terms of the lease, City Art reserves the right to retain the security deposit and charge the Occupant for the cost of restoring the Gallery to its prior condition. In addition, should the Occupant's use of the premises cause City Art to be charged with any violation of law, Occupant agrees to reimburse City Art for all fines and penalties imposed. All extra charges are due and payable not later than ten (10) days after issuance to the Occupant of a statement setting forth the charges.

**18. Attorney fees.** In the event City Art retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Occupant agrees to pay a reasonable attorney fee of not less than \$500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

**19. Choice of law.** The laws of the State of South Carolina govern this agreement.

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Occupant