

EXHIBITION RENTAL AGREEMENT



RENTER CONTACT INFORMATION

RENTER (ORGANIZATION): _____

PRIMARY CONTACT PERSON: _____

PRIMARY PHONE: _____

EMAIL ADDRESS: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

ALTERNATE CONTACT PERSON: _____

ALTERNATE EMAIL ADDRESS: _____

EXHIBITION DETAILS

EXHIBITION TITLE: _____

CURATOR/ JUROR: _____

EXHIBITION OPENING DATE: _____

EXHIBITION CLOSING DATE: _____

OPENING RECEPTION (DATE/ TIME): _____

INSTALLATION DATES (DATE/ TIME): _____

DEINSTALLATION DATES: _____

OTHER SPECIAL EVENTS (DATE/ TIME): _____

GALLERY HOURS FOR EXHIBITION: Thursdays 2-7pm, Fri & Sat 11-4pm

NUMBER OF WORKS: _____

BRIEF DESCRIPTION OF EXHIBITION: _____

RENTAL FEES & SECURITY DEPOSIT

Your total rental fee is: \$_____

A signed contract and down payment, in the amount of 50% of your total fee, must be received to reserve your date(s) and time(s).

Non-refundable down payment due with contract (50% of total): \$_____

All payments should be made out to Brew House Arts. Checks or ACH payments via digital invoice are accepted. Any additional costs that arise prior to the exhibition will be due within two (2) days of the exhibition rental start date (for costs related to the exhibit itself) or special event (for costs related to events after the exhibit's opening night).

SECURITY DEPOSIT

The balance of the rental fee plus a refundable \$500 Security Deposit is due thirty (30) days prior to the rental. The Security Deposit will be returned in full no later than two (2) weeks after the close of the exhibition, if all Deinstallation and Removal Procedures described below are properly followed. The Security Deposit may be applied to damages or any other additional cost or fee necessitated by Renter use of the space which goes beyond the scope of this Agreement. Additional fees are the responsibility of the Renter if they exceed the amount of the Security Deposit.

Balance + Security Deposit total: \$_____ is due ____/____/____

TERMS AND RESPONSIBILITIES OF RENTER

PRE-EXHIBITION MEETING

Renter must schedule a pre-exhibition meeting no less than thirty (30) days prior to the exhibition start date to discuss final installation details and review works to be on display. The meeting may take place in person or via teleconference.

GALLERY/WORKS LIST

A final gallery list, including the name of the artist(s), title of work, medium, dimensions, price and insurance value must be provided at least one (1) week prior to the exhibition start date.

INSTALLATION OF EXHIBITION

Renter may either arrange an installation team or use the Brew House Arts (BHA) installer of record at an additional fee. Renter must notify BHA in writing at least

thirty (30) days prior to the start of the exhibition rental period if installation services are required. The Renter will have up to five (5) days to install the exhibition.

Packing, transportation of, and handling costs and risk of loss or damage incurred in the delivery of artwork from the Renter to the BHA, and in their return to the Renter, shall be the responsibility of the Renter. If pieces are shipped directly to the gallery, tracking information must be provided to BHA staff.

Limited storage is available upon request. Storage fees of \$50 per day may be applied to any items left overnight or beyond scheduled exhibit installation time and fees may be deducted from the security deposit.

All nails, screws, penetrating items and other fasteners must be temporary and non-destructive and their use must be approved by BHA staff.

All wall penetrations or any damage made to the gallery walls must be repaired during the removal of the exhibition. Alternatively, BHA can arrange for the repairs for an additional fee.

DE-INSTALLATION & REMOVAL OF EXHIBITION

The Renter will be responsible for de-installation and removal of all works tied to their exhibition. The renter will have up to five (5) consecutive days to de-install, remove all works, and repair all walls with full patching and painting.

Storage fees of \$50 per day may be applied to any items left overnight or beyond scheduled exhibit de-installation time and fees may be deducted from the security deposit. This also applies to items left post-event for shipment out via courier. BHA is not responsible for ensuring that pick-ups are scheduled and executed.

SUPERVISION OF THE EXHIBITION

BHA will provide staffing for gallery hours noted on Page 1 of this Agreement as defined at signing. Staffing for any additional gallery hours must be provided by the Renter.

OPENING RECEPTION & SPECIAL EVENTS

BHA will provide support for one public opening reception, subject to the terms of the Opening Reception Agreement. Advertising, printing of invitations, and other opening reception costs (including refreshments) are the responsibility of the Renter.

Private openings and other events outside the gallery hours noted on Page 1 of this Agreement (“Other Special Events”) must be coordinated through BHA. Renters wishing to hold Special Events other than the opening public reception must sign a separate BHA Event Rental Agreement for each additional event.

GALLERY EVENTS

In the event that BHA rents out the gallery space for public or private events during the Renter's exhibition, BHA may need to move or relocate artwork that the Renter has installed. In the event artwork must be moved, BHA will notify the Renter in advance.

INSURANCE & LIABILITY

FINE ARTS INSURANCE

BHA covers up to a total of \$100,000 in Fine Arts Insurance for eligible artworks while on temporary display. Artwork is NOT insured while in transit. The Renter agrees that, in the event of loss or damage, recovery shall be limited to such amount, if any, as may be paid by the insurer, hereby releasing BHA and its agents and employees from liability for any and all claims arising out of such loss or damage.

Any additional insurance will be at the Renter's expense.

ADDITIONAL LIABILITY

Renter agrees to indemnify, defend, and hold BHA and its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Renter, its employees, and agents of alcoholic beverages at BHA.

In the event the BHA, its landlord, building owners, officers, employees and/or agents, are required to file any action in court to enforce any provisions of this agreement, Renter agrees to pay BHA, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by BHA, including all collection expenses and interest due.

SALES

Renter may elect to either:

A. Take full responsibility for all sales of artwork. In this case, BHA staff or agents will collect all relevant contact information of interested parties and provide the information to the Renter within 24 hours of buyer inquiry. BHA is not responsible for shipping or delivery of artwork to the purchaser.

B. Defer responsibility of all artwork sales to BHA staff or agents in which case, BHA will collect 10% admin fee for all sales. BHA staff will collect payment including taxes for all artwork sold in the gallery via check or credit card. Following the close of the exhibition, BHA will make a single payment to Renter within two weeks of the close of the exhibition for all sales, less 10% of retail price, not including credit card fees or sales tax. The renting party will be

responsible for payment to all artists. BHA is not responsible for shipping or delivery of artwork to the purchaser.

C. Note arrangements if different from above:

Please select your choice and Initial here: _____

MARKETING & PROMOTIONS

Advertising and printing of invitations or other marketing materials are the responsibility of the Renter. Should BHA be engaged in the promotion or co-production of your event, all marketing messages and communications must be pre-approved by BHA Staff.

BHA requests that any promotional materials include the full name of the organization: "Brew House Arts."

PHOTOGRAPHY

Photography of the exhibition is permitted by visitors and press unless otherwise noted. Please provide BHA with photos or press contact for inquiries.

MODIFICATIONS

Any modifications to this Agreement must be made in writing and signed by both parties.

TERMINATION

This agreement may be terminated by either party by written notification of termination from either party to the other.

Termination initiated by the Renter more than thirty (30) days prior to the exhibition rental start date will result in loss of Deposit by Renter. Full payment will be required for cancellations made within thirty (30) days of the exhibition rental start date. The Security Deposit will be refunded.

BHA reserves the right to cancel this agreement due to unforeseen circumstances. However, in the event of a BHA cancellation, all deposits and fees will be refunded to the Renter in full.

FORCE MAJEURE

Neither BHA nor the Renter shall be considered in default in the performance of its obligations under this Agreement if such performance is prevented or delayed by any cause which is beyond the reasonable control of the party affected, including but not

limited to, war, hostilities, revolution, civil commotion, strike, lockout, epidemic, accident, fire, wind or flood or because of any law, order, proclamation, ruling, regulation or ordinance of any government or subdivision of government or because of any act of God.

CONDUCT

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal activity on the premises. BHA is a drug free and non-smoking facility. BHA reserves the right, in its exclusive discretion, to expel anyone who, in the judgment of BHA or its agent(s), is in any manner jeopardizing the rights, use permit, or insurability of BHA or the safety of its staff, guests, or building contents through their actions.

There is absolutely no drug use of any kind tolerated on premises or within 25 feet of the building. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall always use the premises in a considerate manner.

Conduct deemed disorderly at the discretion of BHA staff shall be grounds for immediate expulsion from the premises and possibly to the conclusion of the rental period. In such cases, no refund of the event costs shall be made.

ACKNOWLEDGMENT

I have read the policies of BHA related to rental events and I agree to abide by these policies as outlined above.

Acknowledged and authorized by Primary Contact/Renter:

Date: _____

Acknowledged and authorized by Brew House Arts:

Date: _____