



5521 East Viking Blvd, Wyoming, MN 55092
(651) 272-5122 www.WyomingCreativeArts.org

Hallberg Center for the Arts

GALLERY RENTAL CONTRACT

The Hallberg Center for the Arts, which is owned and managed by the Wyoming Area Creative Arts Community, Inc. (WACAC), is available for special events and receptions by those who desire a unique setting for their special event. The Rental Agreement and Fees have been developed with careful consideration of the impact that such events will have on the gallery's facilities. Special events must be organized so that the works of art are not endangered in any way. The Gallery reserves the right to refuse rental for any events deemed inappropriate for the space or potentially damaging to the artwork.

The WACAC provides space, utilities, and limited kitchen facilities. At least one artist from the Gallery will be on hand throughout the event to oversee the use of the space, to answer questions and to lock and unlock the gallery. Gallery rental occupancy is limited to 125 persons.

Sales of or inquiries about Gallery artwork during an event are welcomed. A member/attendant will be on hand to answer questions.

FEES AND DEPOSITS

1. **Rental Fees:** A non-refundable Reservation fee of 50% of the estimated rental fee is required to reserve the space, due upon execution of this Agreement. The Rental Agreement and Checklist must be completed and signed. The balance is due two weeks prior to the special event.

2. **Security and Damage Deposit:** In addition to the rental fee, Renter is required to provide credit card information to be held on file. This information is to cover a Security and Damage Deposit in the amount of \$500. The Security and Damage Deposit will be held to cover any damages, cleanup or additional fees that may result from use of the Gallery. Additional charges for damage recovery or repair, cleanup, and fees are the responsibility of the Renter if said charges are of a higher cost than the total Security Deposit. The Security Deposit will be refunded if all conditions of this Agreement are met at the end of the rental period.

Any damage to art work will be the responsibility of the renter and will be charged at the cost of the piece damaged or the cost of repairs at the discretion of the artist.

3. Payment Schedule: No event may begin without full payment of the Rental Fees and Security Deposit. If all fees are not paid as specified in this Agreement, WACAC may remove the event from its calendar without arranging for an alternative date and may retain the Reservation Fee as liquidated damages for the Renter's breach.

4. Agreement: The Rental Agreement and Checklist must be executed and the Reservation Fee and Security Deposit information collected two weeks prior to the event being placed on the Gallery's schedule/calendar. This meeting will include a walk through of the facilities with the Events Coordinator. A floor plan showing the layout of tables, food and drink stations and entertainment location must conform to the final event.

5. Insurance - I understand that I must provide proof of liability insurance in the amount of \$1,000,000 per occurrence naming the Wyoming Area Creative Arts Community, Inc. as additional insured for General Liability, under the certificate of insurance.

CHANGES OF DATE/CANCELLATION POLICY:

1. A change-of-date request by the Renter must be received by the Gallery at least two weeks in advance of the scheduled event. If the request for a change of date can be accommodated, fees and deposits paid will be applied to the new date.
2. Cancellation within two weeks of the event will result in a \$250 charge; however, all other fees will be refunded.
3. WACAC reserves the right to cancel special events due to unforeseen circumstances and force majeure; however, in such unlikely instance, the Renter's deposits and fees will be refunded in full.

SETUP AND TAKEDOWN

1. The Checklist and floor plan will delineate setup details and planned placement of tables, chairs, podiums, freestanding decorations, equipment, etc.
2. Rental time includes setup and cleanup. The Renter must vacate the Gallery by midnight, which includes all parties and cleanup.
3. Renter is responsible for all setup including chairs, tables and other furniture or equipment. The Gallery owns a limited number of tables and chairs which may be used at no additional charge. The Gallery does not provide linens or table coverings. The Gallery does not provide a microphone or PA.

4. Due to the Gallery's business hours, actual setup for a special event may not begin earlier than 2 hours prior to the start of the event.
5. All rental equipment, linens, etc. must be delivered during business hours no earlier than the weekday prior to the event. They must be picked up during business hours on the first weekday immediately following the event. Before or after those days, a charge of \$50 per day will be assessed for storage of items not belonging to the Gallery. Lost and found items will be stored for 30 days and then donated to a charitable organization.
6. Artwork may not be touched, moved or altered by the Renter. The Gallery will accommodate movement of a limited amount of art. Gallery artists will do so prior to or during the event. The Gallery will charge 20\$/person-hr for the movement of art, but generally less than \$200.
7. Electrical cords must be taped to the floor for safety. Signage or décor outside of the gallery is permitted on the door only. The gallery reserves the right to post signage advising of a private function.
8. Due to the age of the Gallery building, handicapped accessibility may be limited in some areas of the building. The Gallery does have some portable ramps for use on the front steps of the building. ***At the time rental inquiry, please specify specific needs for handicap accessibility.***
9. Renter may not adjust lighting. No candles, fires, pyrotechnics, smoke or bubble machines may be used.
10. Post-event cleanup is the responsibility of the Renter; failure to do so immediately following the event may result in reduction of the Security Deposit refund. Receptacles are provided in the Gallery for collection of trash and recyclables. If your party is something that generates substantial waste, please discuss at time of rental inquiry. The Gallery will provide cleaning equipment / supplies.

FOOD AND BEVERAGES:

1. All food preparation and service must be arranged and provided by the Renter.
2. The gallery has a small kitchen space, which is inappropriate for commercial food and beverage service. All materials stored in the cabinets and kitchen are property of the Gallery and, unless specified in the Agreement herewith, not available for use. If space is available, the Renter may use the Gallery's refrigerator with top freezer, microwave oven, coffee pot, and large beverage serving containers. Renter must provide table coverings if desired, trash bags, utensils, and food storage materials, napkins and dinner or plastic ware. There is no dishwasher or icemaker.

3. No cooking of any kind is permitted inside or outside the Gallery. Propane, gas burners, hot plates or BBQ equipment are not permitted. Small sterno type devices are allowed if utilized by an approved caterer.

4. If alcoholic beverages are served, Renter takes all responsibility for loss or damage as a result of their misuse and indemnifies Gallery against any and all claims of injury or damage as a result of such service. It is the responsibility of the Renter to not serve alcohol to minors or to allow an excess intake of alcohol by any attendee. The WACAC reserves the right to close a bar service should it be judged necessary to protect the facility, artwork or safety of visitors.

5. Alcohol cannot be sold or served, either directly or through a cover charge, without a proper permit, to be arranged and displayed by the Renter. Professional bartending services must be licensed with the Minnesota Department of Public Safety, Liquor Control Division, Alcohol and Gambling and Enforcement Division and must provide proof of liability insurance upon request.

6. The Hallberg Center for the Arts is a smoke free building. Smoking is only permitted in the designated smoking area near the back of the building.

ENTERTAINMENT:

1. Performances and /or the placement of musicians, instruments or equipment may not endanger guests or artwork.

2. Musicians must set up inside the Gallery.

3. Because the Gallery is located in a residential area, out of respect for our neighbors, volume must be adjusted upon request. All music and excessive noise must end at 10PM, unless specified otherwise in the rental agreement.

PARKING

1. The Gallery has approximately 25 public parking spaces in the lot beside the building. Renter's guests are invited to utilize these spaces if available. Street parking in the immediate vicinity is available. No overnight parking in the street is allowed in Wyoming.

2. Valet parking services may be hired at the discretion of the Renter.

3. Valet services must provide proof of liability insurance upon request, and The Wyoming Area Creative Arts Community, and the Hallberg Center for the Arts must be indemnified from any related loss or damage.

OTHER

1. Renter agrees to abide by all local, state and federal laws while on the premises and to hold the Gallery harmless for any violations. Renter agrees to hold the Gallery and its owners harmless from and against all claims, damages, losses or injuries related to the rental.
2. Gallery rental occupancy is limited to 125 persons.
3. 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 the Wyoming Area Creative Arts Community staff).
4. In the event of damage to the premises or the property of WACAC thereon during its use and occupancy by the Renter, the Renter agrees to pay the cost of repairing, restoring and or replacing same within ten days after being presented with an invoice if the security deposit is not sufficient to cover such cost.



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I, the undersigned applicant have read the policies and rules of the Hallberg Center for the Arts and agree to fully comply with these rules and policies and accept full responsibility for the use of the facility. I hereby submit the requested damage/clean-up deposit (in addition to the rental fee) for my intended use in accordance with the rules and policies of the facility. The damage deposit will be returned if there are no charges for damages, repairs, or cleaning cost resulting from our use. I understand that if I cancel, the rental fee deposit is not returned.

RENTAL AGREEMENT

Renter's Name: _____

Renter's Address: _____

Date of Event: _____

Event Description: _____
(DINNER, WEDDING, AWARD CEREMONY, REUNION, PARTY, COCKTAIL RECEPTION, MEETING, ETC)

Phone: _____

Alternate Phone: _____

Email Address: _____

SPECIAL NEEDS OR REQUESTS: _____

EVENT CHECKLIST:

of Attendees Estimated: _____

Start Time: _____

End Time: _____

Art Relocation Cost: _____

Rental Cost: _____

Total Cost: _____

Date Reserved: _____

Rental Deposit Amount (1/2 of total cost): _____

Payment Method: Cash _____ Check _____ Card _____

Name on card: _____

Card Number: _____

Expiration Date: _____

CVV Code: _____

Rental Balance Amount: _____

Payment Method: Cash _____ Check _____ Card _____

Name on card: _____

Card Number: _____

Expiration Date: _____

CVV Code: _____

Security Deposit Amount: _____

Payment Method: Cash _____ Check _____ Card _____

Name on card: _____

Card Number: _____

Expiration Date: _____

CVV Code: _____

Total Damages, Charges, & Fees: _____

Amount of Refund: _____

Date of Refund: _____

by Gallery Artist/Member: _____

ACKNOWLEDGMENT:

I have read the policies of WACAC related to rental events and I agree to abide by these policies herewith.

I agree to defend (with attorneys acceptable to the art gallery), indemnify, protect and hold harmless WACAC and its officers, agents, representatives and owners, from and against any and all damage, loss claim, liability and expense, including but not limited to actual attorneys' fees and legal costs, incurred

directly or indirectly by reason of the use of occupancy of the Gallery, the act or omissions of me/us, our agents, employees, licensees or invitees, or any claim, demands, damage, suit or judgment brought by or on behalf of any person or persons for damage, loss or expense due to, but not limited to bodily injury or property damage sustained by such person or persons which arise out of, are occasioned by, or are in any way attributable to me/us, our agents, employees, licensees, or invitees or our use of the Gallery.

RENTER'S SIGNATURE:

_____ DATE: _____

WACAC EVENT COORDINATOR:

_____ DATE: _____

The attached floor plan represents the placement of tables, chairs, electrical fixtures, podiums, décor and all props necessary to carry out my event. Placement of food tables, bars, and entertainment or AV presentation locations are included.

I understand that this plan is part of the contract and the actual set up depicted must conform to event plans.

_____ Date: _____

Renter's Signature

_____ Date: _____

Date Event Coordinator Signature Date

Date of Event: _____