



418 Dakota Avenue | Wahpeton, ND 58075 | (701) 591-1010 | [www.RedDoorGalleryWahpeton.com](http://www.RedDoorGalleryWahpeton.com)

## GALLERY RENTAL AGREEMENT

This use/rental agreement made effective this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("User") and Red Door Art Gallery ("RDAG"), for usage of the Red Door Art Gallery in Wahpeton, ND for the purpose of \_\_\_\_\_ on \_\_\_\_\_, From the hours of \_\_\_\_\_ until \_\_\_\_\_ who hereby agree as follows:

### Gallery Use Fee:

- The fee charged for the usage of the Gallery is Seventy Five and 00/100 Dollars (\$75.00) per hour which includes set up and clean up time.

### Deposit:

- A deposit of \$250.00 is required for a non-alcoholic event (A deposit of \$1,000 is required for an event where alcohol will be served) and is due along with the signed Agreement. The Gallery is not considered reserved until RDAG receives the deposit. A second payment of fifty percent (50%) of the estimated price of the event will be paid 7 days prior to the event. The entire balance of the estimate will be paid by the last business day prior to the event. Usage fees are payable by cash, personal or corporate check, or credit card. All charges are made payable to the Red Door Art Gallery. 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 after the event the gallery charge for clean up will be \$250.00.
- In the event that the User needs to cancel an event, the Gallery 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.

### Alcohol in the Gallery:

- Unless approved by RDAG, and deposit paid at least 14 days prior to the User's event, alcohol in the Gallery is prohibited.
- In the event permission is granted and alcohol is served, it is the responsibility of the User to obtain a liquor license or to make other arrangements for the legal sale or serving of alcohol as set forth by the State of North Dakota and the City of Wahpeton Liquor Ordinances. Smoking and any open flames in the Gallery are prohibited at all times!

**Cancellation:**

- The RDAG reserves the right, without penalty or liability of any nature, to reschedule or cancel the date(s) confirmed in the event circumstances arise that are not anticipated at the time the confirmation is made, which would prevent 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 RDAG. A list of approved food vendors will be provided. No food is to be brought into the Gallery for an event that is from any person/vendor not on the approved vendor list.

**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 materials for the event, such as tables, chairs and decorations.
- The User, their agents or guests must remove all equipment and materials they supplied, 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 the RDAG. 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, by the Trustees of the Red Door Art Gallery, its staff, members or volunteers. User may not, in any way, suggest or imply that the RDAG makes such an endorsement.
- RDAG 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 the Gallery Manager. If approved, prior entry may require an additional fee.
- The RDAG will provide to the User an on-site gallery representative to oversee the set-up of the event, the event itself 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:**

- The RDAG 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 RDAG, 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 item 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 the RDAG.

**Control of the Building:**

- In allowing the use of the Red Door Art Gallery or property associated with Gallery to a User, the Executive Committee of the Red Door Art Gallery and Museum Trustees retains the right to control the management thereof, and to enforce all the rules for the management and operation of the same.
- RDAG, 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: religious meetings or gatherings and 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 the Gallery, RDAG, 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 Trustees of the Red Door Art Gallery, its staff, members or volunteers harmless from any and all claims, 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 Gallery will not be open to the public during events.

- The usage of the Gallery may in no way interfere with exhibits or programming of the Gallery.
- The maximum occupancy of the Gallery at any one time is 80 people. The User shall not violate the maximum occupancy.
- The User shall not, in its usage of the Gallery, discriminate on any basis.

User \_\_\_\_\_ Date \_\_\_\_\_

Representing \_\_\_\_\_

RDAG Manager \_\_\_\_\_ Date \_\_\_\_\_

Approved by RDAG Executive Committee on \_\_\_\_\_