



Date of inquiry _____ Date of event: _____

Area(s) interested in renting: Gallery or 3rd front loft

Name: _____ Contact person _____

Phone #: (w) _____ (h) _____ Email: _____

Address: _____

How did you hear about SPACES? _____

Type of Event: Reception Cocktail party Meeting Wedding Reception Other _____

Please describe event:

- Please answer the following questions.**
- Event Time: _____ to _____ All events must end not later than 12:00 midnight
 - Number Attending? _____
 - How much time is needed for set up? _____
 - Ticket price*? _____
 - Dinner or hors d'oeuvres? _____ Caterer: Yes or No
 - Name of Caterer _____ phone # _____
 - How much space will the caterer require? _____
 - Bar: Cash or Open (*you must present a liquor permit to SPACES at least fourteen (14) business days prior to your event)
 - Rental Company: _____ # of tables _____ # of chairs _____
 - Delivery day and time: _____
 - Entertainment: live music performance disc jockey boom box



Additional Terms and Conditions of Agreement

- Group User must be least 21 years old.
- Set up and clean up is the Group-User responsibility
- There is no air conditioning for the gallery or 3rd front loft (till March 31, 2009)
- SPACES must approve **any printed material** for the event before it is mailed
- **LIQUOR** - If Group-User chooses to have Beer, Wine, or Mixed Spirits, the Group-User or caterer must **present Liquor Liability insurance and, if needed, a liquor permit) to SPACES at least fourteen (14) business days prior to your event.** The State of Ohio says - No permit is required if an individual or organization intends to provide beer, wine or spirituous liquor at a private function where access is restricted to invited guests only, such as a wedding reception for which no admission fee is charged or any alcoholic beverages sold. For permit and information go the State of Ohio website <http://www.com.ohio.gov/liqr/Forms.aspx#AgencyOps>.
- **SECURITY** - SPACES does not provide security. Group User is required to contract with a private security firm for an off-duty Cleveland police officer for the duration of their opening event. It is up to the Group-User to secure and pay for security. SPACES is not liable for any loss or damage of any items or materials brought to its premises by the event host or its guests.
- **EQUIPMENT:** The Group-User is welcome to use our stove, refrigerator and trash cans. A limited number of tables and chairs are available for a fee. Group-User or caterer is required to supply garbage bags.
- **INSURANCE: The Group-User agrees to provide SPACES with a certificate of its liability insurance,** naming SPACES as an Additional Insured, with a combined single limit of not less that \$1,000,000, requiring not less than thirty (30) days notice of cancellation or change, addressed to SPACES. **Liquor Liability insurance with a limit of not less that \$1,000,000 is also required. See Resources attachment for insurance agent.**
- **DAMAGES:** In the event of damage to SPACES, its exhibits, equipment, or furnishings beyond ordinary use, the Group-User agrees to pay the cost of repairs, restoration, or replacement. To the extent that such damage is covered by SPACES' insurance, SPACES waives subrogation of its insurers against the Group-Users.
- **INDEMNIFICATION:** The Group-User agrees to defend, indemnify, and hold harmless SPACES from all claims arising from Group-User's use of the premises. It is understood and agreed that this is a contract for rental of space only and the Group-User is solely responsible for the conduct or lack of care of itself, its employees, agents, contractors, and invitees.
- **CANCELLATION:** Either party may cancel this agreement on written notice sixty (60) days or more before the date of the rental without liability. In such event the deposit shall be refunded in full. The Group-User may cancel after sixty (60) and more than fourteen (14) days before the date of the rental but the deposit fee shall not be refundable and shall be forfeited. In the event that the Group-User cancels the event fourteen (14) days or less before the date of the rental or if the Group-User fails to use the space without notifying SPACES of the cancellation, the Group-User is responsible for full payment of the rental agreement. SPACES may at any time cancel this contract as a result of an event or events beyond its control which makes performance of this contract impossible. In such event it shall return the rental fees paid as of the date of cancellation.
- **ADDITIONAL FEES:**
 - SPACES requires the Group-User to pay 2 gallery attendants **\$75.00 each for up to 6 hours service per attendant for special events, non SPACES events and openings beyond normal gallery hours.** Please include this in your final payment **due at least fourteen (14) business days prior to your event.**
 - SPACES reserves the right to add additional attendants as deemed necessary, to be paid by the Group-User.
 - Use of SPACES equipment, cleaning, and prep of rental space that is above and beyond what is considered "normal" space prep shall be at the expense of Group Users. These fees will be billed to the Group-User after an inspection of the space.

DEPOSIT AND PAYMENT:

The Group-User must return the following within at least **fourteen (14) business days prior to event:**

1. Agreement signed by the Group-User
2. Caterer Policies form signed Group-User and Caterer representative
3. Certificate of liability insurance naming SPACES as an Additional Insured
4. A liquor permit and evidence of liquor liability (cash bar or ticket sales only)
5. Payment of one-half the rental fee and the gallery attendant's fee. The balance of the rental fee plus other agreed upon charges will be billed after the event.

Rental fee for ___/___/___ will be \$ _____ + gallery attendant(s) fee \$ _____ Total amount due \$ _____

Group-User _____ date _____



SPACES Caterer Policies

The Group-User understands the SPACES Caterer Policies are as follow:

1. All caterers must meet the approval of SPACES or come from a preapproved list.
2. Payment for catering is the responsibility of the Group-User.
3. The caterer must furnish evidence of insurance in the amount of \$1,000,000 for bodily injury, personal injury, and property damage. If the caterer also serves liquor, **a liquor permit and evidence of liquor liability** must also be provided in the amount of \$1,000,000. Both coverages must designate SPACES as an Additional Insured.
4. The gallery is available at 4:00 pm for set up. Third floor is available after 11:00 am. Caterers may make arrangements for earlier access.
5. The caterer or the Group-User is required to set up and break down all tables and chairs.
6. All events must end not later than 12:00 midnight.
7. The caterer or the Group-User is responsible for clean up of all areas including kitchen. All food and party refuse must be removed from the premises immediately following the event.
8. Caterers or the Group-User must thoroughly clean kitchen and/or satellite kitchen and/or rental area, including sweeping and mopping floors, and cleaning of counters and sinks.
9. Caterer not listed by the SPACES preferred list will be considered. Proof of insurance and a \$500.00 deposit by the caterer is required.
10. Caterers may make arrangements for earlier access. Arrangement for deliveries can be made with Gallery Manager

Caterer and the Group-User have read and understand the information regarding the SPACES Catering Policies.

Caterer _____ Date _____

Group-User _____ Date _____