



Rental Agreement

This Rental Agreement (the “Agreement”) is hereby entered into by and between The Crary Art Gallery, Inc., 511 Market Street, Warren, Pennsylvania (the “**Lessor**”) and

Name: _____ (the “**Lessee**”)

Address:

Phone Number:

Email Address:

This the day of:

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1. Subject to the terms and conditions set forth herein, Lessor agrees to rent to Lessee and Lessee agrees to rent from Lessor the public rooms and to the extent set forth herein, the outside areas of the Crary Art Gallery located at 511 Market Street, Warren, Pennsylvania (herein the "**Premises**").
2. Minimum age of Lessee, or to the extent that Lessee is not a person, the Lessee's representative, shall be twenty-five (25) years of age.
3. EVENT TIME/RENTAL PERIOD: The Event Time will begin at ____ P.M. and end at ____ P.M. on the day of _____.
4. PREMISES: Subject to paragraphs 8 and 9 below, the Lessee shall rent the following portions of the Premises (see attached diagram):
 - a. Public Galleries and kitchen (inside) ____
 - b. Fountain Courtyard and lawn (outside) ____
5. NUMBER OF GUESTS: Maximum number of guests for purposes of calculating Rental Fee shall be:
 - a. Less than 20: ____
 - b. 20 to 49 persons: ____
 - c. 50 to 100 persons: ____
 - d. 101 to 150 persons: ____
6. RENTAL FEE: The Event Time Rental Fee shall be \$ _____. Additional hours beyond the Event Time will cost \$ _____ per hour and will be subject to the approval of Lessor. A per person charge of \$ _____ will be assessed if the maximum guest limit of persons is exceeded.
7. DEPOSIT: Lessor shall require a non-refundable deposit equal to fifty percent (50%) of Rental Fee (\$ _____) payable upon the execution of this Agreement. Lessee shall be required to pay an additional deposit equal to fifty percent (50%) of Rental Fee (\$ _____) no later than seven (7) days prior to use of the property, or _____.

8. SET-UP/CLEAN-UP PERIOD/REMOVAL OF PROPERTY: Lessee shall be permitted access to the Premises during the following periods for Set-Up, Clean-Up and Removal of Property:
- a. Set-Up Period:
 - b. Clean-Up Period:
 - c. Removal of Property: n/a

Lessor shall provide Lessee with the name and phone number of Lessor's representative that will open and close the Premises. Lessee shall be required to confirm the beginning of the Set-Up Period with Lessor contact no later than 48 hours prior to beginning of proposed Set-Up Period. Additional charges may apply in the event that Lessee fails to arrive at agreed-upon time for Set-Up Period and if Lessee fails to vacate the Premises at or prior to the end of the Clean-Up Period and/or fails to arrive at agreed-upon time for Removal of Property Period and complete removal of all property no later than the end of the Removal of Property Period.

9. General Responsibilities of Lessee: **Lessee Initials** _____

- a. Lessee shall provide tables, chairs, table service, buffet service and tents if needed;
- b. Lessee shall be responsible for set up on the Premises prior to the Event Time and shall be responsible for removal of property from Premises after the Event Time including, without limitation, tables, chairs, buffet, refreshment bars, tents if required and trash within the allotted time. **Lessee shall ensure that the Premises is in broom-clean condition upon completion of the Clean-Up Period and completion of Removal of Property Period.** Additional charges may apply if Lessee fails to leave the Premises in broom clean condition;
- c. Lessee Agrees that all persons attending the Event, including guests, employees and contractors of the Lessee, shall abide with the Lessor's tobacco-free policy on the Premises. The use of tobacco products on the Premises, including smokeless tobacco products, is strictly prohibited.
- d. Lessee agrees that no animals, except for guide and service animals for persons with disabilities, will be permitted in or on the Premises during the rental period.
- e. Lessee acknowledges and agrees that only electronic candles are permitted.
- f. Lessee shall be responsible for the cost of all damage done to the Premises during the Event Time as well as during the set-up and property removal and clean-up period.

- g. The Lessor does not have regular trash removal services. Additional charges may apply if Lessee fails to remove all trash and garbage prior to the conclusion of the Clean-Up Period and Removal of Property Period.
- h. Lessee shall not, without prior permission from Lessor, attach any sign, banner or decoration to the walls of the Premises – indoor and outdoor – and shall not attach any sign or decoration to the wood doors of the Premises. Upon request, the Lessor can provide an approved location and method for attaching an approved temporary sign at the entrance to the Premises, **but the Lessee shall not attach anything to the wooden doors of the Premises.**

10. Responsibilities of Lessor:

- a. Lessor shall provide Premises with working heating, electricity, water and sewage;
 - b. Lessee's rental does not include use of telephones, televisions, computers and computer connections on the Premises except as specifically authorized by Lessor;
 - c. Lessor shall provide use of the Premises public restroom facilities for any rental;
 - d. Lessor shall provide limited use of kitchen facilities on Premises for serving food and beverages, but Lessee shall not be permitted to use kitchen facilities for meal preparation.
 - e. Lessor will permit Lessee to use Lessor's tables and chairs not in use for Gallery purposes at the time of the Event provided, however, that Lessee shall be responsible to set up tables and chairs prior to the Event and store the tables and chairs at the conclusion of the event. Lessor is not able to guarantee the availability of tables and chairs for any event unless the Lessee provides prior notice. In addition, Lessee shall use caution in moving tables and chairs in order to avoid damaging the Gallery floors.
11. Lessee agrees to be solely responsible for the actions and behavior of all persons on the Premises during the entire Event Time/Rental Period, including set-up and clean-up periods, and shall indemnify and hold Lessor harmless from any claim or expense whatsoever arising out of such actions, including reasonable attorney fees. Lessee agrees to be solely responsible for injuries to all persons or losses suffered by all persons while on the Premises and shall indemnify and hold Lessor harmless from any claim or expense whatsoever, including reasonable attorney fees, except injuries caused by the negligence or willful misconduct of the Lessor.
12. Lessor is a non-profit corporation organized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and accordingly, the Lessor must operate as an exempt entity in accordance with Section 501(c)(3) and other relevant Internal Revenue code provisions. Accordingly, the Lessor reserves the right to restrict the types of events that may be held on the Premises. By way of example and not limitation, the following

types of events are not permitted to be held at the Premises: political events; demonstrations; auctions of art; art displays, film/video screenings, performances or education and design-related events not presented or approved by the Lessor; and events where entrance requires an on-site ticket purchase. The Lessor reserves the right to review the special event plans (including décor, signs and entertainment) to ensure that they are compatible with the Lessor’s mission and tax-exempt operating limitations.

13. NOTICE: The Lessor shall contact the Lessee at the address, phone number and email address provided on page one unless such contact information is amended in writing. The Lessee shall contact the Lessor as follows:

Name:
Phone Number:
Email Address:

Having read and understood this rental agreement, Lessee hereby agrees to be bound by all the terms.

LESSEE:

Date: _____

By: _____

Title: _____

LESSOR: The Crary Art Gallery, Inc.

Date: _____

By:
Treasurer