

Chris White Gallery Event Space Rental Agreement and Contract

Please physically sign this document.
Digital signatures will not be accepted.



**701 N. Shipley Street
Wilmington, DE 19801
302 4757-0998**

Event Date: _____ Number of Guests: _____ (Max = 99)

Type of Event: _____

Set-Up Time: _____ Event Start Time: _____ Event End Time: _____

Primary Contact: _____

Client: _____

Address: _____

City: _____ State: _____ Zip: _____

Preferred Phone: _____

RATES

Main Gallery

\$365 for 6 hours, plus \$55/hour for extra hours

Lower Gallery

\$340 for 6 hours, plus \$50/hour for extra hours

Both Galleries

\$465 for 6 hours, plus \$75/hour for extra hours

If renter provides own insurance, \$100 will be subtracted from the above rates. See below.

Rates include a \$40 COVID-19 cleaning charge.

AVAILABILITY

The Chris White Gallery is available for rentals every day of the week from 8:00 AM - 10:00 PM except the first Friday of each month. To check availability, please submit this Gallery Rental Form and allow up to 72 hours for someone to respond to your request. Standard rental time is based on 6 hours, including set-up and clean up. More time is subject to an additional fee. It is understood that your event may be shorter than 6 hours. The Rental Fee (plus any additional fees) must be paid via PayPal seven (7) days in advance of your event. A PayPal invoice will be provided after the receipt of the Date-Hold Deposit and signed Event Space Rental Agreement and Contract. No refunds will be issued 5 days prior to your event. Cashier's check or money order are also accepted.

POLICIES AND REGULATIONS

A non-refundable Date-Hold Deposit of \$25 along with a signed Event Space Rental Agreement and Contract is required to reserve the event date and times. All balances must be payable to the Chris White Gallery 7 days in advance of the event. No refunds will be issued 5 days prior to the event. The Chris White Gallery is not responsible for lost, damaged, or stolen equipment or objects left on the premises.

INSURANCE AND LIABILITY

Special Event Liability Insurance is required for ALL Renters. Our rental fee includes the cost of insurance coverage for the event except for alcohol sales. If you have your own insurance and can provide proof the rental fee will be adjusted to remove the cost of insurance. Your insurance must provide and maintain public liability and personal

property damage insurance, insuring the Shipley Lofts and the CWDC against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and occupancy of the premises, or any other occupant premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 Million, and general aggregate liability of not less than \$2 Million. The Shipley Lofts and the CWDC, 701 N. Shipley Street, Wilmington DE 19801 shall be named as an additional insured of said policy. If the event includes the distribution or sale of items, including but not limited to, food and alcohol, Renters must provide proof of vending and serving licenses prior to the start of the event. Sale of alcohol requires proof of insurance from the Renter.

SITE DECORATION

The Chris White Gallery is a contemporary fine art gallery. Gallery artwork, furniture, and fixtures will not be moved and/or removed for any event. In the event of any damage occurring to gallery artwork, furniture, or fixtures the Renter will be held solely responsible and will be billed accordingly. This includes, but is not limited to, scratches, nicks, breaks, or marks of any kind. No confetti, glitter, rice, birdseed, flower petals, sparklers, or smoke machines are allowed on the premises. Candles must be globed with hurricanes or votives. No open flames are allowed.

Primary Contact/Renter Initials: _____ / _____

Date: _____

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NOISE

Renter acknowledges that the premises are located near residential units and therefore agrees to control the noise level at the event such that it does not disturb neighboring occupants. In the event that the event creates a disturbance due to high noise volume, Renter shall immediately reduce the volume. If repeated disturbances are created, at the Chris White Gallery's discretion, the Renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded.

Note: Music must end by 10:00 PM.

CANCELLATIONS, REFUNDS

The Cancellation Date-Hold Deposit is Non-Refundable. More than 6 days prior to event, 100% of Space Rental Fee will be refunded. From 5 days prior to event: **NO RENTAL PAYMENT WILL BE REFUNDED.**

LIABILITY

Renter agrees to indemnify, defend, and hold the Chris White Gallery, its building owners, officers, 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 the Chris White Gallery. In the event the Chris White Gallery, its building owners, officers, and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, the renter agrees to pay the Chris White Gallery, its building owners, officers, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the Chris White Gallery, including all collection expenses and interest due.

Primary Contact/Renter Initials: _____ / _____

Date: _____

CAPACITY

Renter understands that the maximum standing capacity of the Chris White Gallery is 99 people and will not exceed this limit.

CATERING, CLEANING, TRASH AND EQUIPMENT REMOVAL

The Chris White Gallery will be in a clean condition prior to the event. Within one (1) hour following the event, the Renter is required to remove all equipment and return the space to the same clean condition in which it was found. There is no open flame or frying allowed on site or any cooking that will create smoke. All trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the Renter and/or the Caterer. Renter understands that they must comply with our cleaning terms otherwise they will be charged an additional \$50.00 cleaning fee.

CITY, COUNTY, STATE, AND FEDERAL LAWS

The Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. The Renter shall not sell alcohol on the premises at any time without proper licenses. The Renter may not serve alcohol to minors on the premises at any time. The Renter agrees to ensure that alcoholic beverages are consumed in a responsible manner. The Chris White Gallery reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of the Chris White Gallery or the safety of its staff, guests, or building contents.

ENTRY AND EXIT

The Renter agrees that Chris White Gallery agents may enter and exit the premises during the course of the event.

Primary Contact/Renter Initials: _____ / _____

Date: _____

ACKNOWLEDGED, AGREED AND AUTHORIZED BY PRIMARY CONTACT/RENTER:

Signed _____ Date: _____

ACKNOWLEDGED, AGREED AND AUTHORIZED BY THE CHRIS WHITE GALLERY:

Signed _____ Date: _____

Event Insurance Company: _____

Policy Number: _____
(Please provide a copy of the policy)

Date Hold Deposit (Non-Refundable): Amount \$25

Date Due: _____

Location: _____

Main Gallery

Space Rental Fee: Amount: \$ _____

Additional Time: Amount: \$ _____

Total Cost: \$ _____ Date Due: _____