

# EVENT RENTAL AGREEMENT

**Gallery Anderson Smith** ("Venue")

**Venue Address:** 1401 Peachtree Street NE, Suite A200, Atlanta, GA

**Effective Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

This Event Rental Agreement ("Agreement") is entered into by and between:

**Venue/Owner:** Gallery Anderson Smith ("Venue")

**Client/Renter:** \_\_\_\_\_ ("Client")

Client Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Representative (if entity): \_\_\_\_\_

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## 1) EVENT DETAILS

- **Event Name/Type:** \_\_\_\_\_
- **Event Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- **Guest-Facing Event Hours:** Start \_\_\_\_\_ AM/PM End \_\_\_\_\_ AM/PM
- **Access Times (Setup/Cleanup):** Setup Start \_\_\_\_\_ Cleanup End \_\_\_\_\_
- **Estimated Guest Count:** \_\_\_\_\_
- **Maximum Capacity (Hard Cap): 300**
- **Areas Included:** ☐ Main Lower-Level Gallery ☐ Lounge/Bar Upper-Level Area  
☐ Outdoor/Entry ☐ Other: \_\_\_\_\_
- **Purpose/Use:** \_\_\_\_\_

Client agrees not to exceed **300 attendees** at any time (including guests, vendors, and staff), unless Venue provides written approval and any required building/fire approvals.

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## 2) RENTAL FEES & PAYMENTS

- **Standard Rate: \$950 per hour**
- **Minimum Hours: 2 hours**
- **Total Scheduled Rental Hours (including setup/cleanup if billed): \_\_\_\_\_ hours**
- **Estimated Rental Fee: \$\_\_\_\_\_ (= \$950 × \_\_\_\_\_ hours)**

Additional fees (if applicable):

- **Security Deposit (refundable): \$\_\_\_\_\_**
- **Cleaning Fee (if applicable): \$\_\_\_\_\_**
- **Staffing/Security (if required): \$\_\_\_\_\_**
- **A/V or Equipment Add-Ons: \$\_\_\_\_\_**
- **Other: \$\_\_\_\_\_**

**Remaining Balance:** \$\_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ (typically 3 days before event)

**Payment Method(s):** ☐ Card ☐ ACH ☐ Check ☐ Other: \_\_\_\_\_

**Late Payments:** Balances not paid by the due date may be subject to a late fee of \$100 and/or cancellation per Section 6.

### 3) SECURITY DEPOSIT TERMS

The Security Deposit covers damages, excessive cleaning, missing items, overtime, or policy violations. Venue will provide an itemized list of deductions, if any. Refunds (less deductions) will be issued within 30 business days after the event.

### 4) INCLUDED AMENITIES & ADD-ONS

**Included (check all that apply):**

- ☐ Standard gallery lighting
- ☐ Restroom access
- ☐ On-site Venue representative

☐ Basic trash removal (bagged)

☐ Other: \_\_\_\_\_

**Add-Ons (fees may apply):**

☐ A/V (TV/Projector/Speakers/Mics) \$ \_\_\_\_\_

☐ Extra tables/chairs \$ \_\_\_\_\_

☐ Bar service / bartender \$ \_\_\_\_\_

☐ Event staffing / security \$ \_\_\_\_\_

☐ Extended hours \$ \_\_\_\_\_ per hour

☐ Cleaning fee \$ \_\_\_\_\_

☐ Other: \_\_\_\_\_

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## **5) USE RULES & RESTRICTIONS**

Client agrees to:

- Use the Venue only for the purpose stated in Section 1.
- Maintain guest count at or below **300** at all times.
- Comply with all building rules, fire code, and applicable laws.
- Keep all exits clear and maintain safe walkways.
- Prevent damage to artwork, walls, floors, fixtures, furniture, and equipment.

**Prohibited (unless Venue gives written approval):**

- Open flames (candles), fog machines, fireworks, confetti/glitter, smoke effects
  - Nails/screws/tape that damages walls or surfaces
  - Illegal substances, weapons, or unsafe activities
  - Any activity that disrupts neighboring tenants/building operations
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## **6) CANCELLATION / RESCHEDULING**

- **Client Cancellation:** Retainer is **non-refundable**. If cancellation occurs within 7 days of the event, Client may be responsible for up to 20% of the remaining Rental Fee.
  - **Rescheduling:** One reschedule permitted if requested at least 30 days in advance, subject to availability.
  - **Venue Cancellation:** If Venue must cancel for reasons beyond its control or unavoidable circumstances, Venue will refund amounts paid (excluding any third-party costs already incurred on Client's behalf), and Venue's liability will be limited to the refund.
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## 7) OVERTIME

If Client, guests, or vendors remain beyond the agreed cleanup end time, overtime will be billed at **\$850/hour**, charged in one hour increments, and may be deducted from the Security Deposit and/or charged to Client.

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## 8) CLEANING & TRASH

Client must return the Venue in substantially the same condition as received. Client is responsible for removing all décor, rentals, and personal items, placing trash in designated bags/containers, and wiping spills.

**Excessive Cleaning:** a flat rate fee of \$500 may be charged.

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## 9) VENDORS, DELIVERIES, AND INSURANCE

- **Vendors:** Client must provide a vendor list at least 7 days prior.
  - **Deliveries:** Must occur only during agreed access windows.
  - **Insurance:** Required: Client must provide a Certificate of Insurance naming Venue as additional insured, due 7 days prior.
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## 10) ALCOHOL (IF APPLICABLE)

If alcohol is served, Client is responsible for legal compliance, age verification, and any required licenses/permits. Venue may require a licensed bartender and/or insured caterer. Venue may stop alcohol service if unsafe behavior occurs.

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## **11) DAMAGE TO PROPERTY / ARTWORK**

Client is responsible for any damage caused by Client, guests, or vendors, including damage to artwork and exhibition materials. Repair/replacement costs may be deducted from the Security Deposit and/or charged to Client.

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## **12) ASSUMPTION OF RISK & LIABILITY WAIVER**

Client assumes all risks associated with the event and use of the Venue. Venue is not responsible for lost, stolen, or damaged personal property belonging to Client, guests, or vendors.

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## **13) INDEMNIFICATION**

Client agrees to indemnify and hold harmless Venue and its owners, employees, and agents from claims, damages, losses, liabilities, or expenses (including reasonable attorney's fees) arising from Client's event, guests, vendors, or use of the Venue, except to the extent caused by Venue's gross negligence or willful misconduct.

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## **14) FORCE MAJEURE**

Neither party will be liable for failure to perform due to events beyond reasonable control (e.g., natural disasters, government orders, power outages, building closure). If Force Majeure prevents the event, the parties will work in good faith to reschedule or refund consistent with Section 6, less unrecoverable costs.

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## **15) DEFAULT**

Venue may terminate this Agreement and require immediate cessation of the event if Client violates Venue policies, exceeds capacity, engages in illegal activity, or creates safety risks. In such case, fees may be forfeited and additional costs may be charged.

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## 16) GOVERNING LAW / VENUE

This Agreement will be governed by the laws of the State of Georgia.

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## 17) ENTIRE AGREEMENT

This Agreement (including any attached addenda) is the entire agreement and supersedes prior discussions. Amendments must be in writing and signed by both parties. Electronic signatures are acceptable.

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## SIGNATURES

### CLIENT / RENTER

Name: \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### VENUE: Gallery Anderson Smith

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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## OPTIONAL ADDENDUM A — EVENT RULES (INITIAL EACH)

Client Initials: \_\_\_\_\_

- Max capacity 300 acknowledged: \_\_\_\_\_
- No glitter/confetti/open flames: \_\_\_\_\_
- COI at least 7 days in advance required: \_\_\_\_\_

- No wall attachments without approval: \_\_\_\_\_
- Vendor insurance requirements met (if required): \_\_\_\_\_
- No smoking on the premises: \_\_\_\_\_