

BSoA CONTRACT AGREEMENT FOR EXHIBITION RENTAL

Agreement made on _____, 2008, by and between BSoA Gallery and

_____, referred to as "Occupant". Occupant agrees to hire and BSoA agrees to make available for use the Gallery located at City Hall Arts Centre 17 Church Street, Hamilton, Bermuda; on the following terms and conditions:

Exhibition Dates: _____ to _____

Exhibition Name: _____

Gallery Name: _____

Bda Registered Charity No: _____

BSoA Member: Must be a current BSoA member to rent any of the galleries. Yes___ No___

Membership Rates: Student: \$20___ Senior 65+: \$40___ Adult: \$55___ Family: \$75___ Single Patron: \$125___
Double Patron: \$175___ Benefactor: \$500___

Setup: Set-up is the responsibility of each exhibitor, though BSoA staff is on-hand to advise and assist where needed. You may begin set-up on Wednesday prior to your opening from 1:00 PM until 5:00 PM. Show must be completely ready no later than Friday on opening day by 4:00 PM.

Security Deposit (See page 2 Gallery Charges) of 50%: \$_____ Due at time of signed lease agreement.

Cleaning Deposit: \$100.00___ (Refundable after event).

TOTAL: \$_____ See page 2 Gallery Charges

Less Deposit: \$_____

Balance Due: \$_____

Balance is due 60 days prior to event. On or before Friday, _____, 2008.

The Occupant understands and agrees that the attached Rules are a part of this Agreement. Failure by the Occupant to abide by the Rules will result in forfeiture of the security deposit and other charges. In addition, Occupant shall be liable for any damage to the Gallery and its contents that occur during Occupant's use of the gallery.

NAME: _____

SIGNATURE: _____ **Date:** _____

ADDRESS: _____

TELEPHONE: Office: _____ Cell: _____

EMAIL: _____

BSoA Representative: _____ **Date:** _____

Victoria Evans-Cracknell, Executive Director

Please sign and return your contract with the 50% security deposit. You will receive a full refund if you cancel within 90 days. If you cancel less than 90 days in advance of your reception or exhibition, we retain 50% of the rental fee (security deposit). If you cancel less than 60 days before the event, we retain the entire rental fee. If circumstances beyond the control of BSoA force it to cancel your reservation, we will refund all sums paid. This refund is in lieu of all other damages.

2008 Gallery Charges

Exhibitions run 19 days

	ONIONS	EDINBURGH	STUDIO A	STUDIO B
Resident/Artwork for sale:	\$1,500	\$650	\$250	\$250
Resident/Artwork not for sale:	\$1,950	\$845	\$450	\$450
Non Resident/Artwork for sale:	\$1,650	\$715	\$385	\$385
Non Resident/Artwork not for sale:	\$2,100	\$910	\$500	\$500
Bda Registered Charity Artwork for sale:	\$1,050	\$455	\$245	\$245
Bda Registered Charity Artwork not for sale:	\$1,365	\$591	\$318	\$318

Gallery Specifications and Names

- The primary space available for functions is approximately 2,700 combined sq ft.
- Onions Gallery – 60 x 30 feet
- Edinburgh Gallery - 33 x 14 feet
- Studio A – 14 x 15 feet
- Studio B – 14 x 15 feet
- Maximum occupancy is 378

Venue and Exhibition Rental Rules

1. **No smoking** anywhere within the building.
2. **Catering company** must be approved prior to authorization of event.
3. **No open flame** and candles must be in glass containers.
4. **Decorations** will be limited to tables and are not to be affixed in any way to the gallery walls. No furniture or equipment shall be placed within three feet of any artwork.
5. BSoA does not have facilities for cooking food; the catering staff will designate food staging areas in compliance with food safety standards. All food waste and trash will be placed in dumpsters at the end of the event.
6. **Electrical Equipment** - Because of the risk of power overload and fire hazard, the Corporation of Hamilton must approve supplemental electrical equipment in advance. The sound system at BSoA is not appropriate for events.
7. **Set up and Decorations** - It is the responsibility of Occupant to make arrangements with the caterer for set up and cleaning responsibilities.
8. **Event Conclusion** - In order to assure that the event will conclude in an orderly manner and the contracted hours will be adhered to, music must cease and bars must close at least one-half hour before scheduled time for the event to end. It is the responsibility of the Occupant to make these arrangements in advance with the musicians and bartenders or caterers.
9. Unless other arrangements have been made in advance and noted on the lease agreement all items brought to the Gallery for the event must be removed from the Gallery on the day of the conclusion of the event. BSoA is not responsible for any items left at the Gallery.
10. **Alcohol** - The Occupant and caterer must abide by all laws pertaining to alcoholic beverage regulations. All persons other than the approved caterer serving alcoholic beverages must be licensed and insured in order to serve alcoholic beverages. BSoA discourages anyone carrying alcoholic beverages away from the premises. If alcoholic beverages are to be served and any of the following must display a copy of all appropriate licenses and permits. All bars are to be closed one-half hour prior to the scheduled end of the event. No beer kegs are allowed.

Venue and Exhibition Rental Rules-continued

11. **Liability for Damages and Injuries** - Occupant assumes full financial liability and responsibility for any damage, loss of property belonging to the Gallery or works of art belonging to individual artists. Occupant releases BSoA from any liability whatsoever arising out of the use of the Gallery including personal injury incurred during or as a result of such use.
12. **Confirmation of Reservation** - Your reservation will be confirmed upon the receipt of the Agreement, signed and accompanied by a 50% security deposit.
13. **Appropriate Events** - All events must be deemed appropriate to the Gallery and cannot interfere with normal operation. BSoA reserves the right to deny usage to any persons or groups or for any program, which is inconsistent with its purpose or reputation. The Executive Director and rental coordinator have the authority to take action and make decisions that are in the best interest of the Gallery, its safety, security and image in the community.
14. **Additional Contact Persons** - When Occupant is unable to be present for the entire event, a designated contact person(s) must be appointed to be present from set-up time until all guests leave to ensure that the Gallery rules are followed. BSoA will designate a rental staff person who will open the Gallery at the contracted time for set up and be on or near the premises during the event.
15. **Cancellation** – A full refund if you cancel within 90 days. If you cancel less than 90 days in advance of your event, we retain 50% of the rental fee. If you cancel less than 60 days before the event, we retain the entire rental fee. If circumstances beyond the control of BSoA force it to cancel your reservation, BSoA will refund all sums paid. This refund is in lieu of all other damages.

Please sign and return your contract with the 50% security deposit. You will receive a full refund if you cancel within 90 days. If you cancel less than 90 days in advance of your reception or exhibition, we retain 50% of the rental fee (security deposit). If you cancel less than 60 days before the event, we retain the entire rental fee. If circumstances beyond the control of BSoA force it to cancel your reservation, we will refund all sums paid. This refund is in lieu of all other damages.

Guidelines and Responsibilities for the Exhibitor *(you)*

Initial each line item

1. No nails, double sided tape or any other product may be used to hang artwork___
2. Catering and bar___
3. Produce and mail own invitations with their contact details for any RSVP purposes___
4. Invitations must be approved by the director prior to mailing___
5. The gallery must be returned in a clean condition (including the removal of labels___
6. Other wise cleaning deposit will not be returned___
7. Produce own catalogue and labels___
8. Publicize own exhibition___
9. Responsible for any and all damage to BSoA property___

Guidelines and Responsibilities of BSoA *(us)*

1. Provide display partitions and picture hangers for the duration of show
2. Provide service from the director or appointed deputy or volunteer, Monday through Friday 10:00 to 4:00 PM or Saturday 10:00 to 2:00 PM to 'sit' the gallery each day the exhibition is open to the public
3. Services of the director in an advisory capacity on 'hanging' days prior to the opening of the show
4. Handle the sales transactions
5. Wrap sold artwork
6. BSoA absorbs the costs of electricity
7. BSoA reserves the right to move artwork exhibited in the show
8. Provide the BSoA mailing list on preprinted mailing labels only