



special use contract

This one-time agreement ("Agreement") is by and between _____ ("Client"), _____ (address), who can be reached at _____ (phone number) and art6, a not-for-profit organization located at 6 East Broad Street, Richmond, VA 23219 ("the Premises".) For and in consideration of the mutual covenants, promises and payments made and to be made, art6 and the Client agree as follows:

1. This Agreement is for Client to use the Premises for the following date and time: Date: _____ Time: _____ and for the following use ("the Event"), which will not be open to the public: _____. Expected attendance: _____. The Client understands that a \$300 Security Deposit is required within (10) days of the client's request to confirm all reservations. Failure to receive the Security Deposit by that date will result in cancellation of the reservation. The Client agrees to pay art6 a rental fee of \$_____ for use of the entire premises. This fee must be received by art6 no later than thirty (30) days prior to the event. Failure to pay the entire rental fee by thrity (30) days prior to the event will result in forfeiture of 50% of the Security Deposit. Checks should be made payable to art6. Credit cards may be used to pay the rental fee. A \$50 fee will be charged on any returned checks.
2. The Client agrees that he/she is responsible for maintaining the Premises and the artwork therein in as good condition as it was immediately prior to the Client's use. The Client agrees that it will pay any and all reasonable costs of repair for any damage to the Premises or the artwork caused by, or occurring during, the Client's use of the Premises pursuant to his Agreement.
3. The Client hereby indemnifies and holds harmless art6 and its employees, agents, successors, and assigns from any and all damages, liabilities, costs or claims, whether in contract or in tort, including costs and attorney's fees, arising from or in any way connected with the Client's use of the Premises pursuant to this Agreement.
4. art6 makes no representation as the suitability of the Premises for any particular purpose, and the Client agrees that his/her agreement to the terms set forth herein is not contingent upon such suitability.
5. The Client agrees that it shall in its use of the Premises (1) permit no activities in violation of the laws of Virginia, or the laws of the United States, and shall take all appropriate action to enforce this provision; (2) comply with all regulations and ordinances, including those of the Alcoholic Beverage Commission, applicable to the Event and Client's use of the Premises; (3) comply with all art6 policies and regulations applicable to the use of the Premises, which policies and regulations are attached to this Agreement and incorporated herein by reference.
6. art6 reserves the right to terminate this Agreement if Client fails to comply with the art6 policies and regulations attached hereto.
7. This Agreement is the sole agreement between art6 and the Client. The terms and conditions herein supersede any or all previous Agreements, whether oral or in writing. This Agreement cannot be changed or amended except in writing signed by both parties.
8. The persons signing below represent that they have the authority to bind the parties herein.

WITNESS, the following signatures:

Client: _____
Name (Printed): _____
Title: _____
Date: _____

art6: _____
Name (Printed): _____
Title: _____
Date: _____

Policies and regulations for special use of the gallery

art6 is a non-profit gallery for the visual and performing arts, promoting the understanding and appreciation of contemporary art. As such, it is in use full time as a gallery housing paintings, sculptures, and other forms of visual art. Several times a month the space is also used for musical performances, poetry readings, theater performances and other forms of performance art. Therefore, it is essential that users of the space be careful to avoid any damage to the artwork. They also will find that the space is not always available for special use due to rehearsals and performance events. The following policies and regulations address these considerations. They are incorporated into the License Agreement:

1. **Gallery hours.** Rentals may not interfere with the hours art6 is open to the public. art6 is open Thursday-Sunday 12-4 p.m. and 6-10 p.m. on the first Friday of each month. The facility is also used for various performances throughout the year. All set-up and clean-up must be performed after the gallery closes.
2. **art6 representative.** An art6 representative must be on site at all times during the special use event to ensure compliance with art6 policies and regulations. The fee for this person's time is included in the rental fee. If the Client is found to be in non-compliance with any of the regulations set forth herein, the art6 representative will terminate the event immediately and art6 will retain the entire rental fee plus the security deposit.
3. **Capacity.** Attendance for special use events may not exceed 150 persons. This limit is for the safety of the attendees and for the protection of the space and the artwork.
4. **Photographs.** Photographs of the artwork on display at art6 for any commercial use whatsoever are prohibited. Photographs of the event, in which the artwork may appear in the background, are permitted.
5. **art6 contract.** art6's Director serves as the primary contact for Client. The Director has the authority to execute all decisions deemed appropriate and/or necessary for the effective execution of the Agreement and these policies and regulations.
6. **Reservation of rights.** art6's Executive Committee reserves the right to, at any time, waive or alter any provision set forth in this Policy if, in its opinion, it is in the best interests of art6 to do so.
7. **Laws and regulations.** The Client shall permit no activities in violation of the laws of Virginia or of the United States, nor any activities in violation of any applicable ordinance or regulation.
8. **Alcohol and beverage use.** All ABC regulations of the Commonwealth of Virginia apply to any event, taking place at art6. Clients are responsible for obtaining the necessary license from the VA Department of Alcoholic Beverage Commission if they intend to sell alcoholic beverages at their event. art6 may request proof of the license prior to the event. Client is solely responsible for the proper use and dispensing of alcoholic beverages on the premises. art6 will operate a cash bar for Client with the understanding that all proceeds from said bar will be obtained by art6. Otherwise, art6 shall bear no responsibility or liability whatsoever for the use and service of alcoholic beverages by Client. The Director can assist with any questions or arrangements that need to be made.
9. **Food.** The Client is solely responsible for providing all food and supplies necessary for presentation and serving of food and drinks. Client may not use any food or drinks already on the premises.
10. **Equipment.** Client may use any equipment (tables, chairs, linens, and serving containers) available on the premises. Client is responsible for any damage to the equipment during the event. Any additional equipment that may be needed is solely the responsibility of the Client. After the event, all art6 equipment used must be returned to the location in which it was found.
11. **Catering and food preparation.** There is no hot water on the premises. Client is solely responsible for whatever arrangements are necessary for the service, preparation and clean-up of food on the premises. All food and catering costs are the Client's responsibility. Chafing trays must be used for heating any food.
12. **Children.** Children are welcome on art6's premises. However, Client is solely responsible for making certain that they do not damage the gallery or the artwork.
13. **Artwork.** The artwork may not be removed or moved prior to or during the event. Clients do not have permission to move the artwork. Any damage to the artwork that occurs during the event or in connection with the event is solely the responsibility of the renters. Should any artwork be damaged, the Client shall be responsible for reimbursement to the artist of the list price of the artwork.
14. **Deliveries.** All deliveries of equipment and/or food in connection with the event must be coordinated with art6's Director and may not interfere with art6's normal business hours. art6's Director is not authorized to sign for any rental or delivery.

15. **Set-up.** All set-up must take place within the specified rental period. The facility can be adorned for your occasion but no decorations may cover or obstruct any artwork on display. An appointment with the Director is required to discuss and coordinate set-up and/or decoration arrangements.
16. **Entrance.** All guests and vendors associated with the event must enter and exit via the front entrance. Use of the rear entrance for special deliveries must be coordinated with art6's Director.
17. **Clean-up.** Client is solely responsible for all clean-up from the event. The premises must be returned to the condition received prior to the event. All clean-up must occur within the specified rental period. Trash receptacles on the premises are available for use during the event; however, renters should provide additional receptacles if they are needed. All trash after the event should be disposed of in the city trash container behind the gallery. If there is insufficient room in the city trash container, the excess trash must be removed from the premises entirely and disposed of by the Client. Clean-up outside the rental period will result in additional charges, to be subtracted from the Security Deposit.
18. **Curfew.** A midnight curfew for all guests will be strictly enforced. All vendors and other individuals associated with the event must be off the site by 1:00 a.m. An "after-hours fee" will be assessed from the Security Deposit for any violation of this rule.
19. **Fees and cancellations.** A Security Deposit of \$300.00 is required to hold all rental reservations. The rental fee is required thirty (30) days prior to the date of the event. Failure to receive the entire fee by that date will result in cancellation of the reservation and forfeiture of half of the Security Deposit. Cancellations received no later than sixty (60) days prior to the reserved date will result in refund of that portion of the rental fee already paid less an administrative fee of 20% of the Security Deposit (\$60.) Cancellations thirty (30) days or less prior to the event will result in forfeiture of the entire Security Deposit. Fees and Security Deposit may be paid with a credit card or check payable to art6. The Security Deposit will be deposited and refunded within 2 weeks following the event, minus any charges for cancellation, overtime, clean-up, damage, or theft.
20. **Inclement weather.** art6 is not liable for loss or reimbursement of fees due to cancellation caused by inclement weather or other acts of God. However, should inclement weather force a cancellation, art6 will work with the renter to reserve an alternate date, if possible, at no additional cost. art6's guide for cancellation due to inclement weather is the closing of the Henrico County Public Schools.
21. **Insurance.** art6's insurance policy has a liability limit and property damage limit with a \$500 deductible. Renters are responsible for any damage not covered by art6's insurance, including the amount of the deductible. If renters would like additional coverage, they may pay for an event rider to art6's policy, if available, or provide additional insurance on their own.
22. **Parking.** art6 provides no exclusive parking. Renters and guests must find parking on the street or in nearby parking lots. Renters or their contractors may use the rear parking lot to load/unload. There is a commercial parking lot across the street where parking is available for a nominal fee during the day and is free after 6:00 p.m. Heading east on Broad St., turn right at 1st Street. One can enter from 1st Street or from Grace Street.
23. **Smoking.** Smoking is prohibited inside art6. Guests are welcome to use the front courtyard.
24. **Security.** If the renter desires additional security, e.g., off-duty policemen, the arrangements and cost shall be solely the renter's responsibility. Please inquire with the gallery's Director for information on whom to contact.
25. **Termination.** art6 reserves the right to terminate any rental reservation at any time if the renter is found to be in non-compliance with the rental policies and regulations herein. Such termination will result in the forfeiture of all fees and deposits paid to the date of the termination.