

VAN DER PLASGALLERY

CONTRACT FOR EXHIBITION SPACE

1. Rental Fees for _____

Renting Fee: _____ \$2,500 _____ per day

Additional Hourly Renting Fees: _____ \$450 _____ if applicable

Returnable Security Deposit _____ \$2,500 _____

Cleaning/Garbage removal: \$150 per hour if applicable

Curating/Hanging fee: \$250 per hour if applicable

Deinstallation fee: \$250 per hour if applicable

Storage fee: \$100 per day if applicable

Security and Damage Deposit: In addition to the rental fee, the renter is required to provide a \$1,500 Security & Damage Deposit. The security and damage deposit will be held for three days after the conclusion of the exhibition, to cover any damages, or additional clean up that may result from use of the Gallery. Additional fees are the responsibility of the renter if damages are higher than the total security deposit.

INSURANCE AND INDEMNIFICATION

1. The exhibitor, shall, at its sole cost and expense, procure general liability insurance with a limit of \$4,000,000.00 in the aggregate/per occurrence, naming "Van Der Plas Galleries, Inc", and "156 Orchard Street, LLC" as additional insured, on a primary, non-contributory basis.
2. To the fullest extent permitted by law, for the exhibitor shall defend, indemnify and hold Van Der Plas Gallery harmless from and against all liabilities, damages, consequential damages, losses, claims, actions, costs and expenses, including attorneys' fees and court costs, of any nature resulting from injuries, including death, or damages to persons or property while on the premises or adjoining sidewalk and walkways arising out of or in any manner connecting with the use, condition or occupancy of the premises or any act or omission of the exhibitor, its agents, contractors or employees.

CHANGE OF DATE / CANCELLATION POLICY

1. A change-of-date request by the renter must be received by the Gallery 30 days in advance of the scheduled event. If the request for a change of date can be accommodated, fees and deposits paid will be applied to the new date.
2. Cancellation of any corporate or individual event must be submitted in writing. Any cancellation received in less than 30 days will result in a fee of 20% of the total rent.
3. Van Der Plas Gallery reserves the right to cancel special events due to unforeseen circumstances and force majeure; however, in such unlikely instances, the renter's deposits and fees will be refunded in full.

GALLERY HOURS

1. Included in the rental fees will be our team helping with assisting you hang and run the exhibition. We will promote your event on our social media and website. However if a sale is made from one of our galleries assistants a 5% commission will be needed. All wrapping will be expected to be done by you or there is an additional charge of wrapping material (which we would need to know ASAP if you want wrapping to be done on our hand).
2. Business hours - the gallery is available on regular business days from 11AM-6PM.
3. Opening Receptions - rental time includes setup starting at 11AM and clean up by 10 PM. The renter must plan for the vacating of all parties from the Gallery no later than 10 PM, including cleanup. In the event that the renter does not vacate at agreed time, \$450 an hour will be charged in overtime.
4. The renter is responsible for all setup including chairs, tables and other furniture or equipment. The Gallery owns a limited number of tables and chairs. If available, additional chairs

can be rented through the gallery. The Gallery does not provide linens or table coverings. The Gallery does not provide a microphone or PA system.

5. Due to the Gallery's business hours, setup for a special event may not begin earlier than 2 hours prior to the start of the event.
6. The Gallery reserves the right to post signage advertising a private function.
7. The renter may not adjust lighting. No candles, fires, pyrotechnics, smoke or bubble machines may be used. Electrical cords must be taped to the floor for safety.

SETUP AND TAKE DOWN

1. The Checklist and floor plan will delineate setup details and planned placement of tables, chairs, podiums, freestanding decorations, equipment, etc.
2. Move in: renter is welcome to begin set up for the event from 11 AM.
3. Move out: The event space must be vacated by 10 PM.

FOOD AND BEVERAGES

1. All food preparation and service can be arranged with the Gallery with prior notice.
2. No cooking of any kind is permitted inside or outside the Gallery. Propane, gas burners, hot plates or BBQ equipment are not permitted. Small sterno type devices are allowed.
3. If alcoholic beverages are served, the renter takes all responsibility for loss or damage as a result of their misuse and indemnifies the Gallery against any and all claims of injury or damage as a result of such service. It is the responsibility of the renter to not serve alcohol to minors or to allow an excess intake of alcohol by any attendee. Van der Plas Gallery reserves the right to close a bar service should it be judged necessary to protect the facility and safety of visitors.
4. Alcohol cannot be sold, either directly or through a cover charge, without a proper permit, to be arranged and displayed by the renter. Professional bartending services must be licensed with the New York Alcoholic Beverage Commission and must provide proof of liability insurance upon request. Cups, utensils and other serving equipment are not provided by the gallery.
5. Smoking/vaping is not allowed in the Gallery.
6. Food and drinks may be served only in the Gallery.

ENTERTAINMENT

1. Performances and/or the placement of musicians, instruments or equipment may not endanger guests or artwork.
2. Musicians must set up inside the Gallery.
3. Volume must be adjusted upon request. All music must end at the time specified on the

agreement. Night parties must end at 10PM.

OTHER

1. The renter agrees to abide by all local, state and federal laws while on the premises and to hold the Gallery harmless for any violations. The renter agrees to hold the Gallery and its owners harmless from and against all claims, damages, losses or injuries related to the rental.
2. Gallery rental capacity is 150 people.
3. The renter is responsible for reimbursement of any and all damage to artwork or building premises during the rental period.
4. In the event of damage to the premises or the property of Van der Plas Gallery, thereon during its use and occupancy by the renter, the renter agrees to pay the cost of repairing, restoring and/or replacing same within ten days after being presented with an invoice if the security deposit is not sufficient to cover such cost.

VAN DER PLAS GALLERY

RENTAL AGREEMENT

RENTER NAME: _____

DATE OF EVENT: _____

RENTER'S ADDRESS: _____

PHONE: _____

EVENT DESCRIPTION: _____

EMAIL: _____

EVENT CHECKLIST:

EVENT START TIME: _____

EVENT END TIME: _____

SETUP TIME : _____

CLOSING TIME: _____

RENTAL TOTAL: \$

Check: _____ Card: _____ Cash: _____

REFUNDABLE SECURITY DEPOSIT: \$2,500

TOTAL: \$

ACKNOWLEDGMENT:

I have read the policies of Van der Plas Gallery related to rental events and I agree to abide by these policies herewith.

I agree to defend (with attorneys acceptable to the art gallery), indemnify, protect and hold harmless Van der Plas

Gallery and its officers, agents, representatives and owners, from and against any and all damage, loss claim, liability and expense, including but not limited to actual attorneys' fees and legal costs, incurred directly or indirectly by reason of the use of occupancy of the Gallery, the act or omissions of me/us, our agents, employees, licensees or invitees, or any claim, demands, damage, suit or judgment brought by or on behalf of any person or persons for damage, loss or expense due to, but not limited to bodily injury or property damage sustained by such person or persons which arise out of, are occasioned by, or are in any way attributable to me/us, our agents, employees, licensees, or invitees or our use of the Gallery.

RENTER'S SIGNATURE : _____ DATE: _____

VAN DER PLAS GALLERY : _____ DATE: _____