



Winkler Gallery of Fine Art & Winkler Art Education Center

Facility Usage Agreement

Event Date: _____ Group/Event Description: _____

Event Time(s) _____

Contact Person:

Name: _____

Address: _____

Telephone: _____

Email: _____

Time of Use: Start _____ (End) _____

(Note: Time of Usage must include time from set up through clean up)

Number of Guests Expected: _____ **Note: The Maximum number of guests for the facility is 100.**

Rental/Usage Fees an

- Up to 4 hours - \$150
- More than 4 hours, but less than 8 hours - \$250
- A 50% rental deposit will be due upon your returning this signed and initialed rental agreement. The balance of the rental fee is due no later than 3 days before the scheduled event, and if not paid as indicated, the Winkler Gallery reserves the right to cancel the event and use of the facility will not be provided.
- The 50% rental deposit will secure your date and is non-refundable and non-transferable. If the event is cancelled after the entire rental or usage fee is paid in full, 50% of the rental fee paid will be returned.

Security Deposit

- In addition to the rental fee, a Security Deposit of \$150 will be due upon returning this signed and initialed rental agreement. The Security Deposit will be returned if the event is cancelled and if the facility is adequately cleaned and the facility has not been damaged during the event.
- Clients are responsible for the clean-up and removal of their equipment, food, bar supplies and garbage at the conclusion of the event. The Winkler Gallery and Education Center will determine if there is any excessive clean-up or damage to the property as a result of your event and, if necessary, the security deposit will be applied towards any needed cleanup or repairs.

Liability & Personal Property

- Client is responsible for the conduct of any of its employees, guests or other persons it may invite into the facility during its usage.
- The Winkler Gallery reserves the right to have a staff member present during the event, although Client is ultimately liable for anything that occurs during their usage of the facility.
- The Winkler Art Gallery and Education Center shall not be responsible for any loss or damage to personal property placed in or about the facility belonging to Renter or his guests.
- The Client shall hold The Winkler Art Gallery and Education Center harmless from all claims arising out of loss or damage to such property. The Winkler Art Gallery and Education Center shall not be liable for any damage or loss to said property regardless of how and where same shall occur.

Beverage Service:

- While alcohol consumption is allowed at the facility, alcohol may not be served to minors or anyone appearing to be intoxicated. Client agrees that any and all alcohol be served by a professional bar service with the necessary licenses and liability insurance.
- Upon signing this agreement, the client agrees to indemnify and hold harmless The Winkler Gallery & Education Center on from any damages, costs or expenses, including reasonable attorney fees, which may arise as a result of consumption of alcoholic beverages by the client and any of the clients' guests.

The Agreement includes all the terms and conditions agreed upon by the parties and no oral commitments or representation shall be valid or binding upon the parties. This Agreement may not be modified in any manner except by written modifications signed by both parties.

Client

By: _____

Printed Name: _____

Date: _____

Winkler Art and Education Center

By: _____

Printed Name: _____

Date: _____