



www.boxheartgallery.com

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## Event Space Rental Agreement and Contract

Event Date: \_\_\_\_\_

Type of Event: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

Set-Up Time: \_\_\_\_\_ Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Preferred Phone: \_\_\_\_\_

BoxHeart is available for rentals Tuesdays – Thursdays: 5pm – 11pm, Fridays and Saturdays: 6pm – 12am, Sundays and Mondays: noon – 10pm. To check availability, please call **Nicole @ 412.687.8858**.

BoxHeart's Standard Rental Fee is \$300. Standard rental time is based on 4 hours, including set-up and clean up. More time is subject to an additional fee of \$95/hour. It is understood that your event may be shorter than 4 hours.

A non-refundable Date-Hold Deposit of \$25 is required with our Event Space Rental Agreement and Contract to reserve your date and times.

The Standard Rental Fee (plus any additional fees) must be payable to BoxHeart Expressions 7 days in advance of your event. No refunds will be issued 5 days prior to your event.

Cash, check, and credit cards are accepted.

## Policies and Regulations

A non-refundable Date-Hold Deposit of \$25 along with a signed Event Space Rental Agreement and Contract is required to reserve the event date and times. All balances must be payable to BoxHeart Expressions 7 days in advance of the event. No refunds will be issued 5 days prior to the event. BoxHeart Expressions is not responsible for lost, damaged, or stolen equipment or objects left on the premises.

## Insurance and Liability

Special Event Liability Insurance is required for ALL Renters and Caterers. Established Catering Services may use their license and insurance to cover this. The insurance must, at Renter's sole expense, provide and maintain public liability and personal property damage insurance insuring BoxHeart Expressions against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and occupancy of the premises, or any other occupant premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1 Million, and general aggregate liability of not less than \$2 Million. BoxHeart shall be named as an additional insured of said policy.

## Site Decoration

BoxHeart Expressions is a contemporary fine art gallery. Gallery artwork, furniture, and fixtures will not be moved and/or removed for any event. In the event of any damages occurring to gallery artwork, furniture, or fixtures the Renter will be held solely responsible and will be billed accordingly. This includes, but is not limited to, scratches, nicks, breaks, or marks of any kind. No confetti, glitter, rice, birdseed, flower petals, sparklers, or smoke machines are allowed on the premises. Candles must be globed with hurricanes or votives. No open flames are allowed.

**Primary Contact/Renter Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## Noise

Renter acknowledges that the premises are located near residential units and therefore agrees to control the noise level at the event such that it does not disturb neighboring occupants. In the event that the event creates a disturbance due to high noise volume, Renter shall immediately reduce the volume. If repeated disturbances are created, at BoxHeart Expressions' discretion, the Renter may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the rental fee will be refunded.

**Note: Music must end by 10pm during weeknights and by 11pm on weekends. Amplified sound is NOT permitted.**

## Cancellation

Date-Hold Deposit is Non-Refundable. More than 6 days prior to event 100% of Space Rental Fee will be refunded. From 5 days prior to event: NO RENTAL PAYMENT WILL BE REFUNDED.

## Liability

Renter agrees to indemnify, defend, and hold BoxHeart Expressions, its building owners, officers, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Renter, its employees, and agents of alcoholic beverages at BoxHeart Expressions. In the event BoxHeart Expressions, its building owners, officers, and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, Renter agrees to pay BoxHeart Expression, its building owners, officers, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by BoxHeart Expressions, including all collection expenses and interest due.

**Primary Contact/Renter Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## Capacity

Renter understands that the maximum standing capacity of BoxHeart Expressions is 100 people and will not exceed this limit.

## Catering, Cleaning, Trash and Equipment Removal

BoxHeart Expressions will be in a clean condition prior to the event. Within one (1) hour following the event, the Renter is required to remove all equipment and return the space to the same clean condition in which it was found. There is no open flame or frying allowed on site or any cooking that will create smoke, as our facility is not ventilated. All trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the Renter and/or the Caterer.

## City, County, State, and Federal Laws

The Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. The Renter shall not sell alcohol on the premises at any time. The Renter may not serve alcohol to minors on the premises at any time. The Renter agrees to ensure alcoholic beverages are consumed in a responsible manner. BoxHeart Expressions reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of BoxHeart Expressions or the safety of its staff, guests, or building contents.

## Entry and Exit

The Renter agrees that BoxHeart Expression may enter and exit the premises during the course of the event.

**Primary Contact/Renter Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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## Liability

Renter agrees to indemnify, defend, and hold BoxHeart Expressions, its building owners, officers, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at BoxHeart Expressions. In the event BoxHeart Expressions, its building owners, officers, and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, Renter agrees to pay BoxHeart Expression, its building owners, officers, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by BoxHeart Expressions, including all collection expenses and interest due.

**Acknowledged, Agreed and Authorized by Primary Contact/Renter:**  
 \_\_\_\_\_ **Date:** \_\_\_\_\_

**Acknowledged, Agreed and Authorized by BoxHeart Expressions:**  
 \_\_\_\_\_ **Date:** \_\_\_\_\_

**Event Insurance Company:** \_\_\_\_\_ **Policy #:** \_\_\_\_\_

**Date Hold Deposit (Non-Refundable): Amount \$25 Date Due:** \_\_\_\_\_

**Standard Space Rental Fee: Amount: \$300 Date Due:** \_\_\_\_\_

**Additional Time: Amount: \_\_\_\_\_ Date Due:** \_\_\_\_\_

BoxHeart Expressions provides the use of the following items for every event: three 6' X 8' folding tables including white linens, 1 large garbage can including 2 garbage bags, 1 medium recycling can including 2 recycling bags, 1 tin tub for ice, toilette paper and paper towels.