Living Arts of Tulsa Rental Agreement

This Rental Agreement is entered into and made effective as of_____by and between **Living Arts of Tulsa, Inc**., an Oklahoma non-profit organization with a primary office located at **307 East Reconciliation Way, Tulsa, OK 74120** (Living Arts of Tulsa) and _____ (Renter/ Organization) with primary office at_____(Renter Address) for the purpose of and sole use as detailed in Section 2 subject to the Living Arts of Tulsa terms and conditions of rental.

1. **Notices and Authorizations.** Notices and authorizations pursuant to this Agreement shall be in writing and shall be delivered to the following persons at the following addresses:

RENTER	**LIVING ARTS**
Full Address: _____	**Address**: 307 E Reconciliation Way, Tulsa OK 74120
Attention: _____	**Attention**: Jessica Dewey
Phone: _____	**Phone**: 918-585-1234
Email: _____	**Email**: director@livingarts.org

2. **Purpose and Use.** The Renter may use the Living Arts facility under this Agreement solely for the purpose of_____(the Purpose/Type of event) during the term of this Agreement as delineated below:

   Event Details:

   Date of Event: _____

   Total Rental Time (including set-up and tear-down): _____

   Event Time (From - To): _____

   Expected Attendance: _____

   Bartender/Catering Service (name/contact phone #): _____

   Will there be alcohol present? **YES NO** Are you providing your own alcohol **YES NO**
   Please see alcohol policy before selecting

Rental Details:

Gallery Rental Price Breakdown ($)

$	Myers Gallery, Standard ($3,500) (Full Building)
$	Myers Gallery, Non-Profit ($2,500) (Full Building)
$	West End Gallery, Standard ($2,000) (Half Building)
$	West End Gallery, Non-Profit ($1,500) (Half Building)
$	Additional Staff Support ($40/hour)
$	Day Prior Access ($1,000)*
$	Cleaning Fee ($350) - Included in the $3,500 Rental Rate**

Equipment Reservations:

Living Arts Rental Equipment Reservation (#)

	8-foot Tables
	8-foot Linens (Black)
	Bistro Tables
	Bistro Linens (Black)
	Stage (Ask for dimension details)
	Number of Chairs
	Projectors
	Sound System

3. **Rental Cost and Fees.** Non-refundable Deposit will be applied to Total Rental Fee. Renter will be responsible for all damages and/or violations of Living Arts Terms and Conditions of Rental, to be assessed immediately following the event, and due no later than 15 days after the conclusion of the Event. Above charges are subject to change based upon final arrangements confirmed by the Event Registration Form.

$_____ Total Facility Rental

$_____ Non-Refundable Deposit (50% down) due at the time of reservation with contract.

$_____ Remaining Balance due two (**2**) weeks prior to event on _____.

$_____ Refundable Security Deposit ($1,000)

*This takes effect if Renter needs to set up or enter the facility at any point the day prior to the event. This does not include the final walkthrough.

**If cleaning fee is not included, Renter selects to self-clean and breakdown event at the conclusion of event and restore building to its original state prior to event. Please see cleaning policy before selecting.

4. Living Arts of Tulsa Terms and Conditions of Rental

Footprint. Living Arts guarantees that the footprint of the gallery, including and not limited to movable walls and art work, will remain as presented during the Renter's final walk through, so long as it is within two (2) days of their event. Final walk through will be scheduled for _____.

Fees. A non-refundable deposit is required upon contract signing in the amount of 50% of the total rental fee. If the balance has not been paid by two weeks prior to the event, Living Arts reserves the right to cancel the reservation. A fully refundable security deposit is due two weeks prior to the event. This deposit will be refunded after the gallery is clean and all artwork is verified as undamaged. If total damages exceed the value of the deposit, the renter is responsible for paying the additional costs for either repair or purchase price at the discretion of the artist.

Set-Up & Strike of Event. Renter is responsible for all set-up unless paid for under "Additional Staff Support". Fire codes must be followed, including that all exits must have at least 36" of cleared space around them and a clear path to them. Renter must not handle any artwork or handle any lighting for exhibits. No fires, sparklers, pyrotechnics, loose glitter, smoke or bubble machines may be used. Candles may be used provided they are in safe, non-breakable containers. Living Arts reserves the right to deny any activity or the use of anything Living Arts deems hazardous to the gallery or its contents or any person. Nothing may be attached to the walls, ceiling, or floor without explicit written approval from Living Arts.

All renters are required to clear all areas rented of trash and debris and to return all rented equipment clean, regardless of cleaning fee, returning the premises to its original condition by the end of the allotted rental time. Failure to clean up will result in a charge against the damages deposit, regardless of cleaning fee or self clean.

Cleaning and Teardown of facility includes, but is not limited to:

Cleaning floors (sweep and mop) of areas rented; cleaning restrooms and kitchen (counters, sinks, floors); and removal of all trash (to the dumpster in the parking lot). All rented areas of the facility are in good clean condition and appear as they were or better upon arrival.

Additional or Subsequent Charges. Any additional charges that occur after the final balance is paid will be deducted from the security deposit before it is refunded to the renter. If total additional charges exceed the security deposit, Renter will be billed within 30 days of the event date. This includes, without limitation, any damages to the facility, excessive cleaning charges necessitated by the event, missing or damaged equipment (including rental equipment) or other personal property and any legal charges that may result from violation of alcohol policies

Certificate of Insurance. Renter, including Organizations, groups, etc., using the Living Arts of

Tulsa space is required to have a certificate of insurance. The certificate must cover general liability and property damage in the amount of $1,000,000.00 and must state "*Living Arts of Tulsa, Inc."* as an additional insured. This can be obtained through an existing homeowners or business policy.

Alcohol Policy. If the Renter desires to have alcohol at the event, an "Alcohol Request Form" must be submitted to and approved by Living Arts 30 days prior to the date of the event. NO alcohol may be allowed on the premises unless purchased through Living Arts or licensed catering services. Onsite fridge access is ONLY permitted upon approval of Living Arts, licensed services are required, and all city and state laws must be followed.

Rental Time. The time that is rented from the Living Arts of Tulsa includes: any set-up or preparation to take place before the event, the time of the actual event and any time needed to clean up after the event to the standard set by the Living Arts of Tulsa guidelines. All parties must be removed from the facility by the end of the rental time stated in the Living Arts of Tulsa User Agreement.

Smoking Policy. There is no smoking allowed in the building at any time.

Weapons Policy. There are no weapons allowed on the premises of Living Arts at any time.

Staff Assistance. All events will have a Living Arts staff member or representative present at all times to assist the renter with any facility-related needs and to unlock and/or lock the facility at the agreed start and end event times. Renter may request to use Living Arts staff to assist with set up and tear down of events at a rate of $40 per hour. This must be scheduled in advance and approved by the Executive Director two weeks prior to the event.

Security. It is the Renter's responsibility to ensure the safety of the building and its contents against theft and damage. Renter should provide at least one person designated to keep an eye on things. Renter shall not use the premises or allow them to be used for any illegal purpose. At no time should the renter or event guests leave the first floor. No more than 280 occupants are allowed inside the building at a time. Renter and guests must not park in spaces designated reserved/"lofts".

Entire Agreement. This Agreement contains the entire understanding between the Parties. It supersedes all prior or contemporaneous communications, representations, agreements, or understandings between the Parties concerning the subject matter of this Agreement. A modification, alteration, release, or waiver of this Agreement is not binding unless in writing and signed by authorized representatives of all Parties. This agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without reference to its choice of law rules.

Force Majeure. Neither Party shall be liable for failure to appear or perform its obligations under this agreement in the event that such failure is caused by or due to the acts or regulations

of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, pandemic, or any other legitimate cause beyond the control of either Living Arts of Tulsa or Renter.

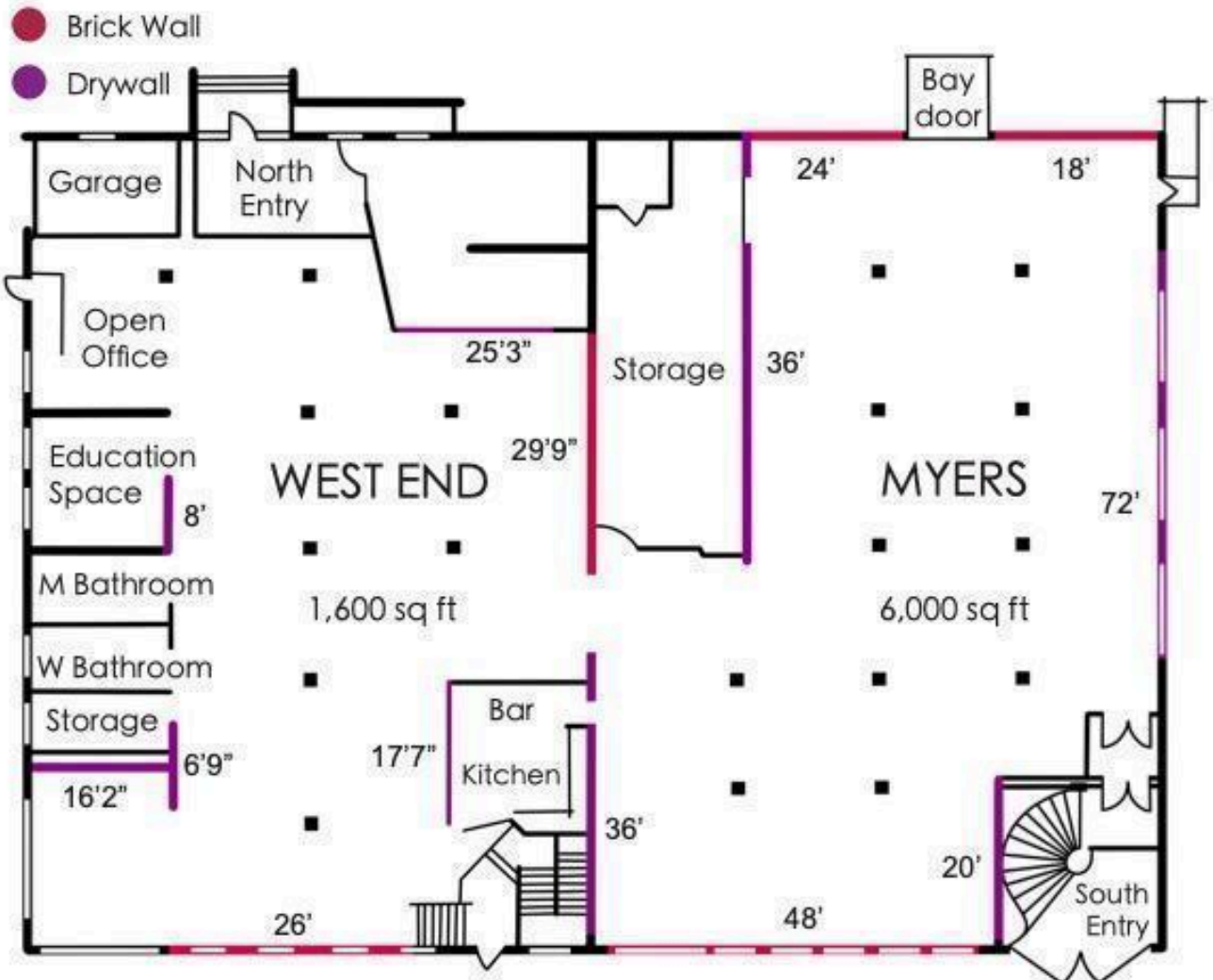
Dia de los Muertos Altar Exhibition Clause. Should the event occur during the Dia de los Muertos Altar Exhibition, Living Arts retains the right to limit the size of events in accordance with the space available in the venue. The Renter understands that no exhibited materials, up to and including altars, vinyl, decor, and walls cannot be moved to accommodate their event. The Renter agrees that no altar should be touched, adjusted, or affected by the Renter's event, and that if any damage or alterations occur to any altar, the Renter's security deposit will be forfeited to Living Arts in full.

COVID-19 Clause. Living Arts of Tulsa retains the right to limit the size of events in accordance with local, state, and federal law in accordance with Center for Disease Control and World Health Organization guidelines. Renter will be allowed to reschedule their event to an open date in the future if the event is affected by Covid-19.

Execution. This Agreement may be executed in one or more counterparts, which together constitute one and the same instrument, and may be executed by facsimile or electronic signature, each of which shall be deemed original signatures. This Agreement only binds the Parties named hereto. It is not intended and does not bind any other entity owned in whole or in part by Living Arts of Tulsa Inc., including, but not limited to subsidiaries, board of directors, affiliated companies, joint ventures, or corporations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives. For good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows: the undersigned acknowledge that a staff member of the Living Arts has discussed the Rental Agreement, Terms and Conditions, Cleaning and Repair Fees, and Request for Beverage with me and I agree to abide by the Rental Agreement of the Living Arts of Tulsa.

For Living Arts of Tulsa	**For Renter**
Signature:_____	**Signature:** _____
Name:_____	**Name:** _____
Date:_____	**Date:** _____



Five square moveable walls (8 ft), two rectangular movable walls (12 ft), 5 prism walls, 7 acrylic podiums, and 25 white podiums