



GALLERY 263 SPACE RENTAL & USAGE CONTRACT

Name of person/company renting: _____

Contact information: Tel. _____

Email: _____

Type of event: _____

Is alcohol being served at this event? _____

Date of rental:

Duration of rental: (Start) _____ -- (Finish) _____ (Total Hours: _____)

Rental Fee (\$85/hr)

\$ _____

Cleaning Deposit (will be refunded to client if Gallery is sufficiently cleaned after event)

\$50

Total

\$ _____

This contract is between Gallery 263 and the Client, and is to ensure that both parties are aware of and understand the terms and obligations under which a particular event may be held. The Terms explain in detail what is expected of the Client, their Guests, and Gallery 263 Staff for all events held within Gallery 263.

Please note: Gallery 263, its Clients, and their guests must follow any city, state, or federal mandates and restrictions that may pertain to the COVID pandemic at the time of the rental event. These could include observing social distancing, mask wearing, and limiting crowd size. The Gallery and the Client are expected to seek out current and relevant information to ensure that the event will be in compliance with any restrictions, and make alterations to the event as needed.

Gallery 263 – Terms of Rental:

1. The Gallery will furnish a clean space with artwork that may fill the majority of the Gallery walls. There will also be a clean and functional bathroom at the Client's disposal.
2. The maximum occupancy capacity for Gallery 263 is 50 people. The Client's total list of attending parties, including caterers, waiters, entertainers and guests, may not exceed this occupancy limit
3. Gallery 263 does not provide parking or residential parking passes for events. Parking is available on the street without a residential permit on Sundays. The Gallery is a 10 minute walk from the "Central Square" Red Line stop, and "BU Central" Green Line (B) stop, and on the 47 bus line – please refer to the Gallery 263 website for more information on parking and access.
4. A Gallery Director must approve of all publicity (if any) concerning the Gallery before it is publicly released.
5. Gallery 263 is not wheelchair accessible
6. The Client or designated representative must be on site throughout the event from setup to clean up. Gallery staff do not remain onsite during rental events unless specific arrangements are made in advance; onsite staffing adds an additional \$25/hr to the rental fee.
7. Events at the Gallery must conclude by 9:30PM Sunday-Thursday, and 10PM Friday-Saturday.
8. Gallery 263 has a strict "No Drugs" and "No smoking" policy within the gallery.
9. Alcohol may be consumed within the gallery during private events. Alcohol must be provided by the Client or their caterer free of charge to guests – under no circumstances may alcohol be sold during an event. If you wish to serve alcohol at a publicly advertised event, you must discuss this with a Gallery staff member prior to the event to secure the proper permits. Any costs or fees associated with these permits must be paid by the Client. Gallery 263 does not allow any alcohol to be brought outside the Gallery walls for consumption or to be served to underage guests.
10. Gallery 263 will not remove, rearrange or obscure any significant element(s) of an exhibition to accommodate events. At no time will artwork be moved without prior permission. All installations or shows are to remain intact. Absolutely nothing can be hung, nailed, or taped to the walls without the permission of a Gallery Director.
11. Damage to artwork in the Gallery during set-up, the event or cleanup is the full responsibility of the renter at 100% of the sale price. In the event of damage to the physical condition of any and all public places within The Gallery caused by Client or guests, the Client will be held solely responsible and will be billed accordingly. A "walkthrough examination" of Gallery premises and artwork immediately prior to the event is available at the Client's request; otherwise the Client agrees to be bound by the Gallery's version of conditions prior to the event.
12. Gallery 263 is not responsible for any lost or stolen items within the gallery during an event.
13. Gallery 263 expects the Client to remove all personal items immediately following the event (within 1 hour). Whenever convenient, Gallery 263 can make special arrangements if this is not possible. If items are not removed immediately following the event, the Client must understand that it is Gallery 263 that will decide when the special pick-up date is to be.
14. If a Client wishes to bring in additional staff, such as a catering service, they may do so at their own expense. If the Client hires their own caterer/wait staff, the caterer must be made aware that it is their duty to clean up all of their dishes, glassware and any other items before leaving. It is the Client's duty to make sure everything is clean. Gallery 263

will supply a waste receptacle and heavy-duty liners for food and other waste – used waste bags must be sealed and removed from the space to the receptacles behind the building by the close of the event. To avoid deductions from the hold/cleaning deposit, all areas used, inside and out, are to be left clean of debris. Do not use the bathroom sink to clean food waste from dishes, as the sink does not have a disposal.

15. Gallery 263 reserves the right to monitor and/or limit the volume of music being played within the gallery. **As Gallery 263 is in a residential building, the Client must respect all decisions by Gallery 263 staff regarding sound levels at their event.** Gallery 263 supplies a small sound system (iPod-ready speakers and subwoofer) that is designed for ambient music only. Live music is permitted, but the details of such performances must be discussed with and approved by Gallery Staff. Gallery Staff may require musicians to lower volume or shut down if not able to comply.
16. Gallery 263 maintains a stock of roughly forty-five (45) folding wooden chairs and two (2) roughly 8'x3' folding tables for the use of the Client and their guests. Additional chairs, tables and other service items may be provided by the Client with the approval of the Gallery. Setup and breakdown of these items is the responsibility of the Client. All items must be returned to their original storage positions by the close of the event.
17. No open flame is allowed at the Gallery, including candles or "Sterno"-type food tray warmers. Electrical warming elements are allowed. The Gallery provides a medium-size microwave for the use in warming or preparing foods, and a small refrigerator and cooler for cold storage
18. Gallery 263 reserves the right to request that a guest leave the premises if they are causing damage to the gallery or acting in a rude or violent manner. This applies to guests who may be intoxicated or not. Gallery 263 will address any problems immediately to the Client. Actions taken may include calling the police in the event a situation becomes serious. The Client will have an opportunity to help solve a serious situation if possible.
19. The Client agrees that this document contains the terms of agreement between the Client and Gallery 263 with respect to use of the facility, is a legally binding agreement and shall be governed and construed in accordance with the laws of Massachusetts.
20. Gallery 263 reserves the right to cancel any event for any or no reason whatsoever. In the event of this type of cancellation the Gallery shall be held harmless and excused from any further performance or obligations, and the Client's recovery shall be limited to a refund of all monies paid.
21. Clients must provide one week's notice to cancel pre-paid events with a full refund. Events canceled within two to six days are subject to a 50% refund, and events canceled within 24 hours will not be refunded.
22. If Gallery 263 should be prevented from performing any of its obligations under this contract by an act of God, an act of the State or through any other occurrence beyond its control, it shall be excused from any further performance of those obligations and Clients' recovery shall be limited to a refund of all monies paid.

I/WE THE CLIENT HAVE READ AND UNDERSTAND THE TERMS FOR THE USE OF GALLERY 263 AND ASSUME PERSONAL RESPONSIBILITY FOR COMPLIANCE WITH THESE TERMS.

Signature of Client(s): _____ Date: _____

Gallery 263: _____ Date: _____