

## VSA, DC Top of the ART *Rental Agreement*

### Application Information

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Date of Application:..... Contact Name:.....

Artist(s) Name: (if applicable) ..... Organization: (if applicable) .....

Address: ..... City: ..... State:.....Zip: .....

Telephone: .....Fax:..... E-mail: .....

Description of Event: .....

# Of Guests expected:..... Date of Event: ..... Time of Event:.....

Set-up Date: ..... Set-up Time: .....

Clean-up Date: ..... Clean-up Time: .....

Caterer Name & Address: .....

Telephone: ..... Email: .....

Entertainment Name & Address: .....

Telephone: ..... Email: .....

Additional Details: .....

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### Terms and Agreement

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#### A. Fees:

Please mark applicable areas that you wish to rent:

- A1: \$2900 for use of gallery, great room, and outdoor terrace for a one event
- A2: \$2500 for use great room and outdoor terrace for a one event
- A3: \$900 for use of gallery for a one event
- A4: \$1200 for use of main gallery walls for one week show and a one opening event
- A5: \$350 for conference room – first three hours. \$75/hr for additional time
- Other: .....

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- Base event rental fee for A1, A2 and A3 includes 4 hours of event time, 1-hour set up, 1-hour break down, and 1-2 VSA, DC staff members for the duration of the event.
- Additional time available at \$300 per hour for great room and \$100 per hour for gallery.
- \$800 Security deposit, 50% of rental fee and rental agreement, signed by VSA, DC and renter, is needed to confirm reservation. The remainder of the rental fee is due 2 weeks before event or reservation is cancelled.
- Security deposit returned in 6 weeks following event if no damages or excess costs have occurred.

Additional fees/notes: .....

**B. Cancellation Policy:**

- 100% of deposit fully refundable two weeks prior to scheduled event
- Rental fee non-refundable less than two weeks of scheduled event
- Security deposit fully refundable

**C. Catering:**

- Caterer must be present for pre-event walk-through
- Catering service and additional vendors are subject to approval by the booking manager
- Service of red wine is permitted
- **A Certificate of Insurance** is required at the time of event booking, which verifies VSA, DC as additionally insured. If business renting facility and if liquor will be served—then that coverage should be included on the certificate of insurance naming VSA, DC as an additional insured. Private party (who are not using a caterer) renter needs to have insurance for the event and name VSA, DC also and required to obtain a Special Event Liability policy, naming VSA, DC as additional insured covering alcohol. **If VSA, DC does not receive Certificate of Insurance 2 weeks prior to event, reservation will be cancelled.**
- Wine/Liquor is not allowed in the building during school hours.
- A kitchen area is available for catering service - includes full size refrigerator, dishwasher, and sink **No stove or cooking facility is available. Catering service may NOT use any other space but the kitchen for setup unless written agreement is secured before event.**
- Renter is responsible for set-up and removal of all catering equipment immediately after event.
- A cash bar and/or other fee-based alcoholic beverage service are prohibited in building.
- Trash dumpster adjacent to building may be used by renter, however caterer must dispose of trash and leftover food off-site.

**D. Access and Parking**

- For weekday events **no access prior to 3:30pm**
- Ramp, entranceway, and accessible restrooms are available
- Elevator & stairs provide easy access to great room and terrace
- On-street parking and various unaffiliated parking garages in vicinity of building
- Loading dock is available for loading and unloading equipment
- No equipment, materials, food, etc. shall come through front or gallery entrance (16th St./L St.)
- All catering & other supplies (tables, chairs, etc.) shall come through loading dock (rear of building)
- No garage parking on-site

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**E. Identification**

The Event Sponsor shall at all times indemnify and hold harmless VSA, DC / SAIL, its staff, and volunteers, from any loss, cost, damage, liability or expense which arises out of or by reason of any act or omission of the Event Sponsor, his or her employees or agents.

**F. Limitation of Liability**

Reasonable care will be taken to ensure the safety of all artwork and other fixtures (furniture, etc). However, VSA, DC shall not be liable to the Event Sponsor for any special, indirect, or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, caused by the VSA, DC's breach of warranty or negligence, which does not amount to VSA, DC's willful or intentional wrong doing. **All artists displaying artwork must sign the VSA, DC ARTwork Display Agreement that is attached to this document.**

**G. Gallery artwork sales** (if applicable)

- VSA, DC will take 30% processing fee on all work sold for artist(s) by VSA, DC.
- VSA, DC will process sales at the end of the show and provide artist(s) with sales summary and payment on pieces sold within 10 days of show's end.
- VSA, DC is not responsible for artwork damaged or stolen while on exhibit. All artists must sign the VSA, DC ART Display Agreement.
- VSA, DC will maintain normal hours, Monday through Friday, 10 am to 6 pm, except designated holidays, for duration of exhibit.
- Artist(s) is responsible for providing all promotional materials for the event/exhibition.
- Prior to use VSA, DC Design Department must approve all promotional materials used for the event.
- VSA, DC is not responsible for any promotional material for the event.
- Artist(s) is responsible to provide all equipments/materials for hanging/displaying artwork.
- Artist(s) is responsible for hanging/arranging the work with the supervision of VSA, DC staff.
- VSA, DC may at any time refuse any unsuitable work of art to be displayed in the gallery.

**Additional notes:** .....

**H. Additional Terms**

- **Smoking is strictly prohibited on premises** (inside and on VSA, DC Arts Connection grounds)—a penalty fee of \$300 will be deducted from security deposit if any evidence of smoking is detected (**Renter's Initials Required**)
- No amplified music after 11pm, per DC City Ordinance.
- Raffles are prohibited in building unless Event Sponsor has proof of license
- Early set-up or next day pick-up of materials may result in additional charges.
- No fires are allowed in fireplaces
- Lit candles of any type are prohibited
- Due to nature of the event there will be no excess electrical charges to the renter
- **NO NAILS, SINGLE-SIDED OR DOUBLE-SIDED TAPE, FIXATIVES OR OTHER ADHESIVES MAY BE USED ON THE WALLS ABSENT VSA, DC'S CONSENT.** VSA, DC staff must be consulted on hanging artwork. Damage to the wall as a result of improper hanging is the responsibility of the Event Sponsor.
- Repair costs due to damaged VSA, DC property will be deducted from security deposit
- If damages exceed total security deposit, additional expenses for repairs will be billed to renter
- All lights, electrical equipment, and sound system must be turned off when the event is over

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- An on-site manager will work with the renter and remain on site to assist with the scheduled event, including before and after event
- Before departure, all windows must be closed securely and all exit doors must be locked
- Furniture and carpets, if they have been re-arranged, must be returned to their proper places
- All trash receptacles must be emptied and clean of all garbage and leftover food
- All areas of use, including: kitchen space, staging areas and reception areas (great room, gallery, terrace, etc.), must be swept clean and free of all dirt and debris
- All rented equipment (glassware, dishes, chairs, tables, sound equipment, etc.) must be removed from facility within time allotted for reservation

**I. Ownership Rights**

Absent any written consent to the contrary, the parties shall retain all copyright ownership. No works shall be photographed, sketched, painted or reproduced in any manner without the express, written consent of VSA, DC or Exhibitor.

**J. Miscellany**

- This Agreement shall not be assignable by either party.
- This Agreement shall be governed by the laws of the District of Columbia.
- VSA, DC has the right to refuse renting the facility to any party without given reason.

**Rental Agreement**

This VSA, DC Top of the ART *Rental Agreement* ("Agreement), effective as of \_\_\_\_\_, is by and between VSA, DC and \_\_\_\_\_ ("Event Sponsor" or Renter or Artist(s)") and sets forth terms and conditions as follows:

I have read the provisions of this contract and agree to comply with them. I understand that my reservation is not confirmed until a copy of the signed agreement has been returned to me.

**Additional notes:** .....  
.....  
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\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
VSA, DC President/CEO Signature

\_\_\_\_\_  
Date

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Please submit: signed and completed rental agreement; security deposit; Certificate of Insurance; 50% deposit made payable to **VSA, DC** to:

ATTN: Mary Sellers  
Top of the ART  
VSA, DC  
1100 16th St. NW  
Washington, DC 20036  
v. 202.261.0204  
f. 202.261.0200  
[msellers@wvsarts.org](mailto:msellers@wvsarts.org)

Renter Check List:

- Read and Sign this agreement
- Certificate of Insurance
- Security Deposit Check
- 50% Rental Fee at time of booking
- Final Rental Fee Check (due 2 weeks before event)
- VSA, DC ART Display Agreement (if applicable)

*For VSA, DC Arts Connection office use only:*

Date of Event: _____	Total rental fee: _____
Certificate of Insurance: _____	Date Rec'd: _____
Security Deposit: _____	Date Rec'd: _____
50% Rental Deposit: _____	Date Rec'd: _____
Balance: _____	Date Rec'd: _____
Return Deposit: _____	Date Sent: _____

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**VSA, DC Top of the ART: Extra Services Request (please sign and return)**

**Items Included in Event Rental Fee**

- Base event rental fee for A1, A2 and A3 includes 4 hours of event time, 1-hour set up, 1-hour break down, and 1-2 VSA, DC staff members for the duration of the event.
- Additional time available at \$300 per hour for great room and \$100 per hour for gallery.
- *Items such as glassware, silverware, dishes, napkins and table linens are not included!*

**Services Available At An Additional Charge**

All services needed must be requested at the time of booking and VSA, DC CEO/President must approve all services prior to the event.

**Use of Kitchen Facility..... Deposit \$150**

*Use of kitchen facility is only included in option A1 & A2. A \$150.00 cleaning deposit is required for use of kitchen and will be applied to final balance.*

**Extra service staff for any reason..... per person/per hour \$15**

# Staff: ..... Date: ...Start Time: ..... End Time: .....

Responsibilities:.....  
.....

**Extra service staff for any reason..... per person/per hour \$15**

# Staff: ..... Date: ..... Start Time: ..... End Time:.....

Responsibilities:.....  
.....

**Set up of tables and chairs ..... \$50**

# Tables:..... Date: ..... Set-Up Time: ..... Clean-Up Time: .....

# Chairs: ..... Date: ..... Set-Up Time: ..... Clean-Up Time:.....

Additional Instructions:.....  
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**Operation of sound system ..... Free**

**Podium Use ..... Free**

Date: ..... Start Time: ..... End Time: .....

**Wireless Internet access ..... per computer \$25**

# of Laptops: ..... Date: ..... Start Time: ..... End Time: .....

**Desktop computer rental ..... per desktop \$50**

# of Desktop: ..... Date: ..... Start Time: ..... End Time: .....

**TV/VCR rental ..... per system \$50**

# of systems: ..... Date: ..... Start Time: ..... End Time: .....

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**Early Set-Up Fee** ..... \$50

*There will be a \$50 early set-up charge for any food service before 7:30 am.*

**Late Pick-Up Fee** ..... \$50

*There will be a \$50 later pick-up fee if any equipment needs to be pickup after cleanup time.*

**Other Services/notes:** .....

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Please **submit** this attachment **two weeks** before event to ensure that VSA, DC is able to comply with all requests. It will be approved and returned before the event to verify VSA, DC's responsibilities. If not returned, VSA, DC is not held accountable for requests other than those stated in the contract.

Renter's Initials Required \_\_\_\_\_  
VSA, DC CEO Approval \_\_\_\_\_

Date of Request.....  
Date of Approval.....