



RENTAL AGREEMENT

Open Door Art Studio & Gallery | 1050 Goodale Boulevard, Grandview Heights, OH 43212

This Facility Rental Agreement is made by and between Columbus Center for Human Services, Inc. (hereinafter Open Door Art Studio & Gallery) and the User as named below.

USER/ORGANIZATION			
USER INFORMATION			
USER NAME:			
ADDRESS:			
PHONE:		ALTERNATE PHONE:	
EMAIL:			
EVENT TYPE (SELECT ONE):	PRIVATE	NON-PROFIT	OTHER:
EVENT DATE:			
START TIME:			
END TIME:			
ESTIMATED NUMBER OF ATTENDEES:			



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The following conditions, guidelines, and policies of use are accepted by Open Door Art Studio & Gallery and the User:

RESERVATIONS

Open Door Art Studio & Gallery is available for rent Mondays through Fridays after 5:00pm and beginning at 8:00am on Saturdays and Sundays. Reservations are subject to availability and must be scheduled through the Open Door Art Studio & Gallery Operations Coordinator, or another Open Door Art Studio & Gallery representative. After a reservation has been scheduled, the User must complete and sign a Rental Agreement and submit a deposit of 50% of the total rental fee. No reservation will be held without the agreed upon Rental Agreement and deposit fee. The remaining balance of the rental fee must be paid 48 hours prior to the rental, with a \$25.00 late fee for each additional day that the remaining balance is unreceived. Acceptable forms of payment include cash, check, or credit card. Unless otherwise specified, all checks will be made payable to "CCHS-Open Door Art Studio & Gallery." Open Door Art Studio & Gallery reserves the right to cancel a rental if the User is not in compliance with the conditions, guidelines, and policies outlined in the Rental Agreement, and/or if payments are not received by the deadlines agreed upon in the Rental Agreement.

RENTAL RATES

Open Door Art Studio & Gallery is available for rent Mondays through Fridays after 5:00pm at a rate of \$100.00 an hour (two hour minimum) with an additional rate of \$40.00 for each additional hour beyond the two hour minimum. Saturdays and Sundays, Open Door Art Studio & Gallery is available beginning at 8:00am for a rate of \$125.00 per hour (three hour minimum) with an additional rate of \$50.00 for each additional hour beyond the three hour minimum. Set-Up and Take-Down times must be included in the total period of rental. Specialized discounts/rates for arts organizations and non-for-profits will be determined on an individualized basis.

RENTAL CANCELLATIONS AND REFUNDS

The User will receive 100% of their deposit returned in the event that a rental is cancelled up to 30 days prior to the scheduled rental. The User will receive 50% of their deposit returned in the event that a rental is cancelled up to two weeks prior to the scheduled rental. If a rental is cancelled less than two weeks prior to the scheduled rental, no refund of the deposit will be returned. If you need to cancel or reschedule a scheduled rental, please contact the Open Door Art Studio & Gallery Operations Coordinator (614.641.2828), or another Open Door Art Studio & Gallery representative immediately.

STAFFING

Catering, decorating, operation of audio/visual equipment, security, set-up, and take-down must be arranged with providers of such services, and must be paid in accordance with their policies. Open Door Art Studio does not provide security and is not liable for loss incurred by the User or guests during the rental period.



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SET-UP AND TAKE-DOWN

Set-Up and Take-Down times must be included in the total period of rental. No items (decorations, promotional materials, etcetera) should be nailed, stapled, taped, or attached in any other way to the structure of Open Door Art Studio & Gallery without the written consent of the Open Door Art Studio & Gallery Operations Coordinator or another Open Door Art Studio & Gallery representative. All decorations, equipment, and installations specific to the rental must be removed from the facility at the conclusion of the rental unless special arrangements have been approved. The User will return the facility to “as found” condition. Cleaning and Take-Down must be completed at the conclusion of the rental. The User will provide all necessary cleaning supplies (cleaning solutions, paper towels, trash bags, etcetera). All trash must be removed from the facility and deposited in the dumpster behind the facility. In the event of non-compliance, Open Door Art Studio & Gallery reserves the right to remove decorations, equipment, and installations at the User’s cost and liability. Rentals that require a longer Set-Up and or Take-Down will be charged additional fees.

INSURANCE

The User shall hereby assume and bear the sole risk of any damage or loss to the personal property of the User, or injury to persons in or about the rental facility from any cause (and shall obtain insurance coverage covering such loss or damage), while utilizing the rental facility. Open Door Art Studio & Gallery shall not be liable for any such damage or loss, regardless of cause, and the User waives all claims against Open Door Art Studio & Gallery in respect thereof. Prior to the date of rental, the User will provide to Open Door Art Studio & Gallery a certificate of insurance evidencing the proper and adequate insurance coverage is in full force and effect.

CATERING AND ALCOHOLIC BEVERAGES

Open Door Art Studio & Gallery reserves the right to determine if food and/or drink services are permitted. Public intoxication or other forms of disorderly conduct are strictly prohibited and may result in the immediate termination of a rental, at the expense of the User. The User is responsible for obtaining the appropriate insurance and permits for their rental. The User assumes all responsibility for their rental and guests/invitees; Open Door Art Studio & Gallery will not be held liable. Smoking is strictly prohibited inside Open Door Art Studio & Gallery.

PERMITTED USE AND CAPACITY

The User is authorized, pursuant to the Rental Agreement, to utilize the rented facility for the purposes as set forth in this Rental Agreement, and for no other purpose, unless prior written consent for additional permitted uses is provided by an Open Door Art Studio representative. The User acknowledges and agrees that the maximum capacity of the rented facility is 250 occupants and the User will not exceed this capacity.



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PUBLIC RELATIONS

Any and all media announcements, printed materials (promotional and otherwise), and/or public relations materials related to the rental of Open Door Art Studio & Gallery must be approved by Open Door Art Studio & Gallery prior to printing and distribution.

ACCESS AND RIGHT OF ENTRY

Independent contractors hired by the User to provide services shall not have access to the rented facility at any time other than during the rental period and/or at dates and times set forth in this Rental Agreement. If a private contractor requires access to the rented facility at a date or time other than that set forth in this Rental Agreement, the User must receive written consent from an Open Door Art Studio & Gallery representative. Open Door Art Studio & Gallery representatives reserve the right to enter the rented facility at any time, without the consent of the User, for any reasonable purpose, including any emergencies that may threaten damage to the rented facility or injury to any person in or about the rented facility.

FORCE MAJEURE

In the event that Open Door Art Studio & Gallery is unable, for reasons beyond its reasonable control, to provide the facility at the date/time and for the purpose set forth in this Rental Agreement, the User shall have the option of selecting an alternative date for rental ("Alternative Rental Date"), at no additional cost to the User. If the User selects an Alternative Rental Date that is reasonably acceptable to Open Door Art Studio & Gallery, then the Alternative Rental Date shall replace the original date for the purposes of this Rental Agreement, and all rights and obligations under this Rental Agreement shall remain binding on the parties hereto. If (A) The User does not exercise the option to select an Alternative Rental Date or (B) Open Door Art Studio & Gallery and the User are unable to agree on an Alternative Rental Date within thirty days of the original rental date, this Rental Agreement shall terminate and Open Door Art Studio & Gallery shall refund all fees paid to Open Door Art Studio & Gallery by the User. In neither instance shall Open Door Art Studio & Gallery be liable for any additional costs, damages, or expenses suffered by the User (over and above the deposit) arising from the rescheduling or cancellation of the rental pursuant to this section.

REVOCAION OF AGREEMENT

Open Door Art Studio & Gallery shall have the right to revoke this Rental Agreement at any point prior to the date of rental if (A) There is a nonpayment of the deposit/remaining fees by the applicable due dates or (B) There is a breach of this Agreement by the User. In the event that Open Door Art Studio & Gallery revokes this Rental Agreement because of subsection (A) or (B), Open Door Art Studio & Gallery shall refund all fees paid to Open Door Art Studio & Gallery by the User. In all other events, Open Door Art Studio & Gallery shall retain all amounts paid to Open Door Art Studio & Gallery (including, but not limited to the deposit) as liquidated damages, and not as a penalty.



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INDEMNIFICATION

The User hereby indemnifies, defends, and hold harmless Open Door Art Studio & Gallery, its agents, contractors, and/or employees from and against any actions, claims, costs (including reasonable attorney fees), damages, expenses, loss, and/or penalties arising out of or in connection with claims for damages as a result of death or injury of any person, property damage, or any act of neglect by the User, agents, contractors, employees, guests, and/or invitees of the User, in, on, or about the rented facility, and the User hereby releases Open Door Art Studio & Gallery from any and all liability for the same.

This Rental Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio.

This Rental Agreement represents the entire understanding between the parties. No alterations, amendments, or changes to this Agreement will be effective unless documented in writing and signed by both parties. The User may not assign this Agreement to any third parties.

50% DEPOSIT OF TOTAL RENTAL FEE (RESERVES THE RENTAL FACILITY)	REMAINING BALANCE OF TOTAL RENTAL FEE (MUST BE PAID 48 HOURS PRIOR TO RENTAL)	TOTAL RENTAL FEE
NOTES:		

USER NAME (PRINTED)

DATE

USER SIGNATURE

DATE

OPEN DOOR ART STUDIO & GALLERY REPRESENTATIVE

DATE