



Gallery Rental Agreement

Joe Molina Gallery and Studios

930 8th Avenue, Greeley, CO 80631
970-506-0070 events@joemolina.com
JoeMolinaGalleryandStudios.com
Lisa Cell 720-232-3671

Joe Molina Gallery and Studios is available for special events by those who desire a unique setting. This family owned business in downtown Greeley, Colorado is a great location to host numerous events for the community and personal use. Joe Molina is a premier artist whose work featured around the globe. Mr. Molina's art pieces are showcased along the walls of the gallery. This is a truly fun space that promotes love, culture and inspiration.

This Rental Agreement, hereafter referred to as the Agreement is entered into by and between Joe Molina, Molina Gallery and Studios at 930 8th Avenue, Greeley, CO 80631, 970-506-0070, events@joemolina.com

Renter Name: _____

Phone: _____ Secondary Phone: _____

Organization: _____ Website: _____

Address: _____

City: _____ Zip: _____

Email: _____

Renter agrees to rent the gallery as follows:

1. Purpose of Event:

- One-time Special Event Rental _____
- Repeated Meetings _____

2. Date(s) of Event: _____ Hours of Event: Time: _____ to Time: _____

3. Dates and Time Needed to **Set-up 2 HOURS:** _____ **Tear-down 1 hour:** _____

4. **Expected Number** of People to Attend: _____ This number may change until one week before event. *** Day of event you will be charged for every 30 extra guests (not listed above) at a rate of \$100 per 30 that show.

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Initial: _____

A LA CARTE OPTIONS

| SPACE | DAY OF THE WEEK | NON-NEGOTIABLE 1 ST HOUR | ADDITIONAL HOURS EACH |
|--------------------------|--------------------|-------------------------------------|-----------------------|
| Private event in Gallery | Friday or Saturday | \$150.00 | \$100.00 |
| | Sunday | \$125.00 | \$100.00 |
| | Monday-Thursday | \$100.00 | \$75.00 |

- NONPROFIT ORGANIZATION 25% OFF SPACE RENTAL PRICE
- RENTAL DEPOSIT \$100.00
- ANY EVENT OVER A HOLIDAY \$250 FEE
- AFTER 12AM \$200.00 PER HOUR
- DAY OF EXTRA HOUR TO BE ADDED ON FEE IS \$150, BAR MAY NOT BE AVAILABLE



Each a la carte option at Joe Molina Gallery and Studios includes the following amenities

- A stylish room to host your celebration
- Registration table
- Stage
- Access to in-house sound system
- Up to 5 hour private event space rental
- Dance floor
- Room maximum capacity of 250 standing, 120 seated
- (15) 2ft x 2ft tables with 2 chairs per table
- (25) 2.5ft x 6ft tables with 6 to 8 chairs per table
- In-house table linen (fall, white, and/or other)

Wedding and Quinceanera Packages

Let the experts at Joe Molina Gallery and Studios help you create a wedding and Quinceanera reception that is a true reflection of your personalities. Our enticing list of options will provide you the opportunity to customize the celebration to suit you. Whether you are planning afternoon cocktails, a brunch, cocktail reception with hors d'oeuvres or a formal evening event, Joe Molina Gallery and Studio expert planners will work with you to develop the perfect wedding package. Each package can be adapted to meet special ethnic or cultural concerns.

WEDDING PACKAGES:

- Let's Do This \$1,200.00
- Renewed Love \$1,600.00
- Simply Love \$2,500.00
- Celebrate Love \$3,000.00
- Total Romance \$5,800.00
- Shared Love \$7,000.00

QUINCEANERA PACKAGES:

- Heart \$1,500.00
- Growth \$3,000.00
- Passage \$6,000.00
- Blessing \$7,000.00
- Daddy's Little Girl \$11,000.00

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5. **Decorations/Party Theme:** _____

Catering may be brought in or potluck style provided. Renter is responsible for setup, teardown as well as fully responsible for any sickness that may occur from food.

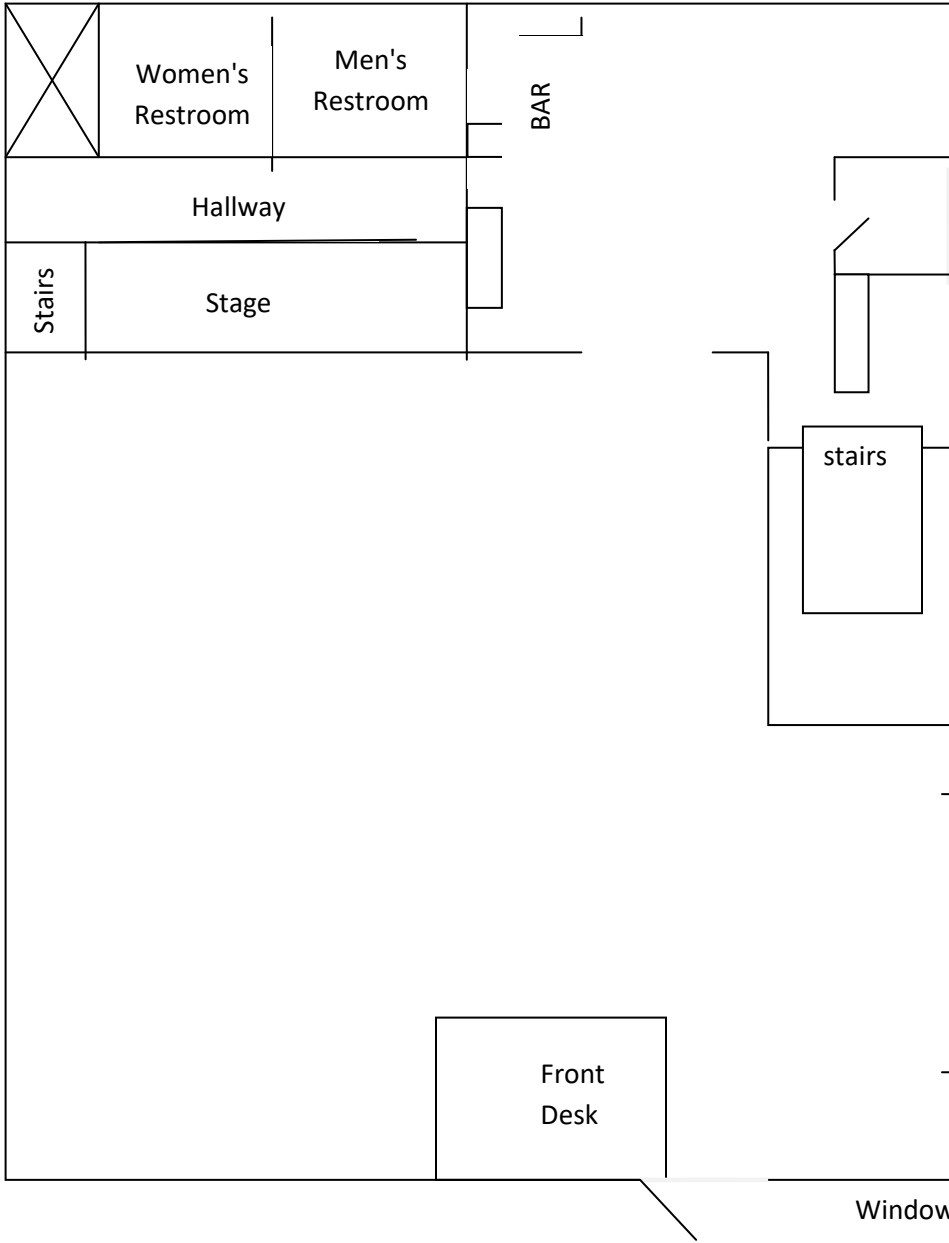
Initial: _____

6. **External Vendors/Businesses** (May be homemade or locally catered.):

- Caterer: _____ Contact Info: _____
- Cake/Sweets: _____ Contact Info: _____
- Florist: _____ Contact Info: _____
- Photographer/Videographer: _____ Contact Info: _____
- Music/DJ/Band: _____ Contact Info: _____
(need to setup appointment to learn how to connect to house system)
- Officiate/Justice of the Peace: _____ Contact Info: _____

7. **Room Arrangement** and Art Installation (if applicable): _____

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Please be sure to include catering area, tables, chairs, movable walls, dance floor, etc.

****Changes may be made up to 6 days before the scheduled date of the event. Every change to the room setup after that 6 days will be a \$50 per time fee. **No changes to room setup within 24hrs allowed.**

Initial: _____

*****Day of changes to room arrangement are 100% the renters responsibility.

NO candles allowed and NO glitter allowed

Initial: _____

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8. **Alcohol:** Molina Art LLC holds the liquor license for the venue and reserves the right to refuse service due to overconsumption to any individuals. No liquor, spirits, beer or wine may be brought in to the venue. Consequences of bringing outside alcohol; all outside alcohol will be confiscated.

Initial: _____

Ride Home Policy: renter will be required to escort all belligerent guests out of the premises, and renter is responsible for calling a cab/ambulance for all guests requiring assistance or medical attention. Staff and Security have the right to send your guests home or to the hospital by any means necessary at your expense as the renter. Initial: _____

- Cash Bar
- Full Bar Service (\$3 beer or wine,\$4 mix use, \$5 cocktail) (pre-pay estimated amount of 50%, the rest paid at end of night)

Drinks to be served:

- Beer
- Wine
- Liquor

NO OUTSIDE DRINKS ALLOWED (except kids juice)

Initial: _____

9. **Security:** For parties serving alcohol with 50 guests or more require a security staff. Renter is required to hire 1 security personnel for each 100 people present after the original 50 guests. These will not be provided by the gallery or staffed with our employees. We require a copy of the contract with the security company and a copy of their liability insurance. Contract due with final rental payment.

Initial: _____

10. **Services Needed** (at additional Gallery rates to Renter):

| Service Provided | Non-negotiable/non-refundable fee |
|--|--|
| Photography/Videographer by Joe Molina | \$1,000.00 for entire event |
| DJ/Sound System by Joe Molina | \$500.00 (3 hours) |
| Coffee/Water/Cocoa/ lemonade Service | \$50.00 |
| Wedding Arch with lights | \$25.00 (custom colors \$50.00) |
| Coat-check services | \$50.00 staffed |
| 5ft Round Rentals | \$15.00 each |
| Custom table covers rental and linen rental prices | \$12.00 to \$15 each |
| 3x2 Tall Cocktail Table Rentals | \$15.00 each |
| Power Point custom presentation | \$50.00 up to 30 slides |
| *****Bartender | \$10 per hour if \$50 per rental hour is not made at bar |
| Custom table decor and centerpieces | \$15 each table |
| ***** Cleaning Services | \$20 per hour |
| Professional Cleaning Services if needed | \$30 per hour |

11. **Other Services Needed** (at no extra fees to Renter):

- Tables (number & size): _____
- Tablecloths (color, size, & number): _____
- Chairs (number & type): _____
- Fountain: _____
- Decorative pillars/art stands: _____
- Transitional walls: _____
- Dance Floor: _____
- Disco Ball/Smoke machine/Dance lighting: _____
- Microphone and speakers: _____
- TV w/DVD capabilities: _____
- Music: _____
- Extension cords: BRING YOUR OWN**

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Rental Cost BREAK DOWN:

Hr 1 Time: _____ Cost: _____

Hr 2 Time: _____ Cost: _____

Hr 3 Time: _____ Cost: _____

Hr 4 Time: _____ Cost: _____

Hr 5 Time: _____ Cost: _____

Hr 6 Time: _____ Cost: _____

Hr 7 Time: _____ Cost: _____

Hr 8 Time: _____ Cost: _____

Hr 9 Time: _____ Cost: _____

Hr 10 Time: _____ Cost: _____

Holiday Fee \$250.00 and After Midnight Rate: \$150.00

TOTAL HOURLY RENTAL COST: \$ _____

***** Extra hours on day of, are at a rate of \$150.00 each

Initial: _____

Cleaning Fee (required for any events over 50 people): \$20 x hrs= \$ _____

In-House Security \$20 per hour per officer (required for any events with liquor over 50 people):

Hours: _____ x \$20= \$ _____

Other Services Needed:

_____ Total for other services: \$ _____

Deposit: \$100.00 due with application

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12. **Fees:** Rental Fee: _____ +Cleaning &Other Fees _____ =Total: _____

Total Cost of the Event Rental: \$ _____ as of today date _____

Deposit: Renter agrees to pay a deposit for the event **with application \$100.00** *This is a guarantee between Gallery and Renter that the date and times of the event will be placed on the Gallery Calendar and not rented to any other entities during that period.*

(PD\$ _____ received by _____)

Second Payment: 50% of remainder total cost, payable three weeks after deposit is made: \$ _____ by date of _____. (PD\$ _____ received by _____ Date _____)

Final Payment: Renter agrees to pay the remainder of the balance \$ _____ by date of _____. (PD\$ _____ received by _____ Date _____)

Initial: _____

Additional changes and fees added after original agreement: Page 9

13. **Cancellation of Reservations:** For all events booked at least four months in advance, Renter may cancel event at least two months prior with a full refund aside from the deposit that is kept by the venue. If Renter cancels the reservation less than one month prior to the event, Renter shall be deemed to be in breach of the Rental Agreement, and Molina Gallery and Studios shall be entitled to 100% of the deposit paid.

Note: *For any event cancelled less than two months prior to the event (regardless of # of months or days booked in advance), the deposit and any additional service fees are non-refundable.*

Initial: _____

14. **Cancellation Necessitated by Exigent Circumstances:** If either Renter or Joe Molina Gallery and Studios is forced to cancel the event due to natural disaster, acts of God, damage to Gallery, fire, or Government action, neither party shall be held in breach of the Agreement.

15. **Safety:** Renter agrees to be solely responsible and liable for the conduct, safety, and security of its guests, employees, agents, vendors, and subcontractors and to take all reasonable actions necessary to ensure their safety and security. This responsibility shall specifically include, but not be limited to: keeping the Gallery free of dangerous conditions and/or warning guests, employees, agents, vendors, and subcontractors of the dangerous condition; employing reasonable security measures to ensure the safe and orderly conduct of all guests, employees, agents, vendors, and subcontractors; and employing reasonable security measures to prevent any uninvited individuals from entering Gallery.

16. **Indemnification and Waiver of Claims:** Renter agrees to be solely liable and responsible for all costs, expenses, damages, injuries, claims, or suits incurred during or arising from the event. Renter further agrees to indemnify and hold harmless Joe Molina Gallery and Studios and Molina Art, its principals, officers, directors, agents, contractors, employees, vendors, subcontractors, and volunteers from any suit or claim for damages or injury brought by any person, party, or company.

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17. **Property Damage:** Renter agrees to be solely responsible and liable for any damage, theft, or loss of property incurred during the rental, and agrees to hold harmless and indemnify Joe Molina Gallery and Studios and Molina Art, LLC and any employees, vendors, contractors, or volunteers for any claim for damage, loss, or theft.

*******We suggest you purchase liability insurance for the event. Business liability insurance can be edited for a day to the event and venue naming Molina Art LLC as covered. Speak to your insurance representative for coverage.**

Initial: _____

18. **Liability and Security:** Molina Art, LLC will not be held responsible for lost or stolen articles or merchandise left on the premises prior to, during, or following an event. We reserve the right to inspect and control all private events on the premises. Renter will be responsible for any and all damages to the property.

19. **Effective Date:** This Agreement shall be effective upon payment of deposit and signing of the Agreement by all parties.

20. **Permitted Uses:** Renter shall only use the rented premises for lawful purposes and has sole responsibility for obtaining any required county, state, or federal license or permit prior to the event, with the exception of liquor license.

21. **Attorney's Fees:** If it becomes necessary to initiate legal action to preserve or defend Joe Molina Gallery and Studios or Molina Art, LLC's rights under this Agreement, then Molina Art, LLC shall be entitled to payment of reasonable attorneys' fees and costs.

22. **Venue and Governing Authority:** Venue for all civil actions filed related to the enforcement of all rights under this Agreement shall be in Weld County and the laws of the State of Colorado shall govern all such proceedings.

23. **No Assignment:** Renter may not assign its rights under this Agreement.

Non-Waiver: Failure of any involved party to exercise any right afforded by the Agreement shall not be deemed a waiver of that right or any other.

Cleaning Expectations:

- Artwork will not be touched, moved or have food/drink on them
- Suckers/ice cream/gum/sticky candy will be removed
- Liquid, food and alcohol spills will be cleaned up by renter
- Table covers after the event will be able to be machine washed with no stains remaining
 - If table covers are stained and will need to be replaced a charge of \$20 per table cover will in effect.
 - If all cleaning expectations and no damage occurs, you will receive your deposit refunded within two weeks after your event sent to the name and address listed on the contract.
 - The \$25 per hour Cleaning Fee is for basic cleaning and not Professional Needs.

Initial: _____

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25. Entire Agreement Modification:

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing and signed by each party.

Authorizing Renter Name: _____

Signature: _____ Date: _____

Authorizing Joe Molina Gallery Staff Name: _____

Signature: _____ Date: _____

*****The gallery reserves the right to refuse rental for any event deemed inappropriate for space or potentially damaging to the artwork. If you forget to initial any area of the contract you are still held to agreement as understanding each and every area of the contract you should have initialed.

Gallery Rental Agreement

Amendment # _____

Today's Date _____

For the rental date of: _____

Edits to the original agreement are as follows: _____

Item that have been edited or added to the agreement:

- Date:
- Time:
- Guest Number:
- Room Arrangement:
- Theme:
- Alcohol, Spirits, Beer and Wine:
- Services Provided:
- Services Needed:
- Updated Fees:

Documents attached: _____

Notes: _____

Authorizing Renter Name: _____

Signature: _____ Date: _____

Authorizing Staff Name: _____

Signature: _____ Date: _____

