



EVENT SPACE RENTAL AGREEMENT AND CONTRACT

Agreement made on _____, 20____, by and between Studio Cellar and _____, referred to as "Client". Client agrees to hire and Studio Cellar agrees to make available the use of the Studio located at 1800 Camden Rd Charlotte, NC 28203 with the following terms and conditions.

Date of Event: _____

Type of Event: _____

Set-up starting at: _____

Event starting at: _____

Event ending at: _____

Clean-up ending at: _____

Total Hours: _____

Number expected: _____

Client Name: _____,

Client Address : _____,

Client Phone: _____, Client Email: _____.

2,100 square feet space with seating for 100, accommodates 150 comfortably. Accessibility, decorations, events, and hours will be handled on case by case bases. All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events.

- A signed contract and date-hold deposit of ½ the total fee is due on day of booking.
- The balance of your space rental fee is due thirty (30) days prior to your event.
- You may be required to Special Event Liability Insurance (see Insurance section on Page 3) is due no later than ten (10) days prior to your event. Otherwise the credit card on file will be held for damages should they occur.

Cancellation: Deposit is non-refundable. No refunds of the space rental fees thereafter will be refunded, as your agreement to rent Studio Cellar may cause the loss of additional bookings or business. If circumstances beyond the control of Studio Cellar force us to cancel your reservation, or Studio Cellar will refund all sums paid. If the full rental payment is not received 30 days prior to your event, Studio Cellar reserves the right to cancel your reservation without a deposit refund.

Client Initials: _____ **Date:** _____

Payments should be made to Studio Cellar LLC. Cash, in state Checks and all major credit cards are accepted. A CREDIT CARD AUTHORIZATION FORM is located on the last page (#4) of this contract.

Rental Rates

(All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events, or at the discretion of Studio Cellar.) An additional \$200 clean-up fee is optional for some events.

Daytime Non-Painting Event Rental (Any day 8:00am – 5:00pm)

- _____ \$200/Hour
- _____ \$1,000-Full Day (8:00am-5:00pm, unless booking multiple days.)
- _____ +\$11-\$20/person + Gratuity to include Bar Services. Or you can pay for beverages on a drink order basis in studio.

Weeknights Non-Painting Event Rental (Mon – Thurs after 5:00pm)

- _____ \$1900 Space Rental, Tables, Chairs, & Sound System
- _____ +\$11-\$20/person Includes Alcohol
- _____ +\$200 Bartender Gratuity
- _____ +\$200 for clean up if needed

Friday, Saturday, Sunday Night Non-Painting Event Rental (after 5:00pm)

- _____ \$2,100 Space Rental, Tables, Chairs, & Sound System
- _____ +\$11-\$20/person Includes Alcohol
- _____ +\$200 Bartender Gratuity
- _____ +\$200 clean up fee for non-painting events

Off Site Art Parties

We provide a traveling service for parties held outside of the studio. We arrive with all art supplies, easels, paint, brushes, canvasses, aprons and provide the class painting party. All you have to provide is the right amount of tables, chairs, space to hold everyone, and your drinks of choice. (Off site parties do not have to provide Special Event Liability Insurance). Minimum of 10/party or \$400 minimum. Total amount due 2 weeks before arrival.

- _____ \$36 Per Person
- _____ \$30 Per Person (kids 10 and below)

TOTAL EVENT FEE: _____

DEPOSIT DUE: _____

Client Initials: _____ **Date:** _____

Please read the material below to make sure all parties understand the requirements of providing for everyone safety and keeping Studio Cellar maintained and a safe location for future use.

Deposit/Rental Fees:

A signed contract and date-hold deposit of ½ of the total event price must be received to reserve your date(s) and time(s). This is nonrefundable unless Studio Cellar is forced to cancel and the full deposit will be refunded. The Balance of your space rental fee is due thirty (30) days prior to your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

Insurance:

Special Event Liability Insurance is required of ALL clients and is due no later than ten (10) days prior to your event. The insurance must, at clients sole expense, provide and maintain public liability and personal property damage insurance, insuring Studio Cellar LLC and Studio Cellar employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of clients use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of no less that \$1 Million, and general aggregate liability of not less than \$2 Million. Studio Cellar, LLC shall be named as an additional insured of said policy.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their Certificate and Catering License to Studio Cellar at least one month prior to the event.

Smoke-Free Facility:

Studio Cellar is a smoke-free facility. Although the building is equipped with fire sprinklers, the Studio is located in a potentially flammable historic building. There is no open flame or frying allowed on site or any cooking that will create a large amount of smoke as our facility is not ventilated. Studio Cellar also has highly flammable art supplies. Original artwork can be damaged by smoke and the resulting damage would be very costly to replace or repair. No smoking in any restroom. If smoking materials are discarded in planters, sidewalks or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to leave the premises by the event staff.

Attorney fees:

In the event Studio Cellar retains the services of an attorney to represent its interests in regard to the lease or to bring an action for the recovery of damages or other charges, the Client agrees to pay a reasonable attorney fee of not less than \$500.00 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

Lost and Found:

Studio Cellar takes no responsibility for personal effects and possession left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

Promotions and Copyright:

It is important to us that you have a fantastic and successful event. Should Studio Cellar LLC be engaged in the promotion or co-production of your event, it is imperative that we see and approve all marketing messages and communications 30 days prior to the event. We are happy to provide professional created images and logos of Studio Cellar for promotional needs. We also reserver the right to take pictures of your event and use them for our marketing and promotional purposes.

Catering, Cleaning, Trash and Equipment Removal:

Studio Cellar will be in a clean condition prior to your event. Upon additional planning with Studio Cellar, you will need to incorporate your set-up time and clean up time into the rental agreement, you are required to return the space to the same clean condition in which it was found, unless payment for clean-up was made. Otherwise, all trash must be collected, properly bagged and removed by the renter or the caterer and the furniture must be rearranged. All rental equipment must be removed that night unless approved otherwise by Studio Cellar.

Site Decoration:

Studio Cellar wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renter to prepare decorations reflecting their creative requirements. We ask that only the staff of Studio Cellar assist with rearranging and move any furnishings, including artwork, lighting, antiques or seating. No nails, screws, staples or penetrating items should be used on our walls, brick or fine wood. Any tape or gummed backing materials must be properly removed and in an extreme case of any wall damage, the card on file will be charged.

City, County, State and Federal Laws:

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Client shall not sell alcohol on premises at any time. Client may not serve alcohol to minors on the premises at any time. Client agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Studio Cellar reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Studio Cellar or the safety of its staff, guests, or building contents.

Liability:

Renter agrees to indemnify, defend, and hold Studio Cellar LLC, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents of alcoholic beverages at Studio Cellar LLC.

Conduct:

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Studio Cellar LLC staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

Client Initials: _____ **Date:** _____

Studio Cellar requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize Studio Cellar, LLC to make a debit(s) to your credit card listed below. Once complete, please email to nc@studio-cellar.com.

By signing this form you give Studio Cellar permission to debit your account as indicated below.

This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW:

I _____ authorize Studio Cellar, LLC to immediately charge my credit account a date-hold deposit in the amount of \$ _____ (half) of my total rental fee. Note: date-hold deposits are non-refundable.

This payment is for my event on (date) _____.

Please note that the space rental fees balance will also be charged to this card thirty (30) days prior to your event.

If you would like to use an alternative payment method (check, additional credit card, cash) for the remaining space rental fees and balance please specify exact intent and instructions here.

_____.

Please note that if you choose to use an alternative form of payment, payment timeframe remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address: _____ Billing Phone: _____
City, State, Zip: _____ Email: _____

Account Type: Visa MasterCard AMEX Discover

Cardholder Name: _____

Account Number: _____

Expiration Date: _____ (MM/YYYY)

CVV2 Number: _____ (3 digit number on back of Visa/MasterCard or 4 digits on front of AMEX)

I authorize Studio Cellar LLC to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of the credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

Signature: _____ **Date:** _____