



NAGB FACILITIES RENTAL AGREEMENT CONTRACT Section B

I. THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the National Art Gallery of The Bahamas (Located at West and West Hill Streets, in the city of Nassau, island of New Providence, country of The Bahamas), hereinafter referred to as “Lessor”, and _____ hereinafter referred to as “Lessee”.

WITNESSETH:

For the consideration hereinafter set out, The National Art Gallery of The Bahamas (NAGB) does hereby rent to Lessee that part of the NAGB set forth in the Facility Rental Reservation Form attached hereto, subject to the following terms and conditions:

Rental Fees:

The Rental Fee shall include the use of designated NAGB facilities, and setup and breakdown of tables and chairs (if applicable). Reasonable cleaning of the facilities after the event is the responsibility of the Lessee.

Security Deposits:

A Booking (Security) Deposit of 25% of total rental fee is required at time of booking. Additional staff and/or security needed for event will be paid for by Lessee.

Payment:

Lessee will pay the balance due by certified check, money order, or cash (unless other arrangements are made in advance with the NAGB) at least three weeks prior to the event. If payment is not made according to the Facility Rental Agreement, Lessee shall not be permitted to use the facilities.

Planning:

Lessee shall submit a table chart and setup arrangements at least 10 days prior to the event so that the NAGB personnel can be scheduled to oversee setup and breakdown of tables and equipment. The NAGB requires a meeting with the caterer, who must read the **NAGB rental policy** and sign the reservation form. **All equipment, catering, and rental deliveries must be scheduled with the Facility Rental Coordinator prior to the event. Deliveries will not be accepted at any other time that the time for which they are scheduled.** There will be no activity outside the contract time. Setup for an event can only begin at the time designated on the Facility Reservation Form, and not before.

This applies to all vendors: caterers, florists, photographers, musicians, and rental companies.

Restricted use:

Lessee shall use only the galleries, facilities, and equipment as approved by the NAGB, listed on the Facility Rental Reservation Form and as approved by the NAGB.

Decorations and cleaning supplies

All decorations are subject to approval and are restricted exclusively to the rental space and date contracted for in the Rental Agreement. Candles are prohibited. Only pest-free plants or plant materials are allowed. All plant material is subject to inspection by the NAGB Facilities Coordinator. Plants must be removed by the end of the event.

Lessee is responsible for supplying all tablecloths, napkins, dishes, and utensils, including coffee/tea beverage service, and ice. **No utensils or linens will be provided by the NAGB.** Mops and brooms are available for use, but the cleaning supplies must be provided by the Lessee.

If food is served, Lessee must provide kitchen facility, sink, heating and cooling equipment.

Smoking will not be permitted, and burning of candles is strictly prohibited. Sparklers, fireworks, or any open-flame lighting device that will be staked into the ground will also be prohibited. No artwork shall be touched, nor shall any exhibit be altered, without the express consent of the Director of the NAGB. Persons shall not lean on walls or furniture. No nailing, taping or decorating of interior walls or exterior decoration shall be done without the express consent of the Director. No defacing or climbing on the Sculpture will be allowed. **Children 12 years of age and under must be accompanied by an adult in the gallery areas at all times.**

No rice, sill string, fresh flower petals, confetti, or biodegradable confetti may be used in or out of the galleries. Bubbles may be used outside the gallery. Balloons may be used as long as they are disposed of at the close of the event.

Use of any other materials of this type must be approved by the gallery.

Photography:

All photography must be limited to persons and directed away from specific artwork. No photographs will be taken indoors of specific works of art. Photography shall be confined to the rooms where the event is taking place, and to outdoor areas around the NAGB. NAGB requests that photographers use UV filters on flash when photographing indoors.

Damages:

Lessee shall pay the NAGB for all damages caused by the Lessee and/or Lessee's caterer, agents, employees or any of the invitees of Lessee, or any persons attending a function sponsored by Lessee, to building, grounds, furniture, equipment, and any works of art. The Security Damage Deposit will be kept, and damages are to be paid to the NAGB within five (5) days from the date a statement has been submitted to the lessee by the NAGB.

Alcohol policy:

Lessee shall have the right to serve alcohol beverages in compliance with NAGB rules. The NAGB **will not allow charging or selling of tickets for alcohol, or a cash bar.** Alcoholic beverages shall not be served to any person who appears to be adversely influenced or affected by alcohol or other substances. Lessee shall not serve alcohol to minors. Lessor has the right to remove from the premises anyone who appears to be adversely influenced or affected by alcohol or other substances or who serves alcohol to minors.

Security and fire code:

The Number of security guards and museum staff needed for each event will be determined by the Director. The number will depend on the nature of the event, number of people attending, and the amount of space used. In the event that additional security and/or Gallery staff is needed, the cost will be paid by the Lessee. This will be agreed upon in advance with the Lessee. Please note: Exits may not be blocked at any time during an event.

Noise policy:

Please note that in compliance with local laws, music/noise must be contained and should not travel beyond the scope of the NAGB grounds. Music/noise must be turned down after midnight to minimize possibility of police intervention.

Attorney's fees:

In the event the NAGB requires the services of an attorney to pursue any of the remedies available under this Agreement against the Lessee, including filing of a lawsuit and Lessee is determined by a court of competent jurisdiction to be in default hereunder, the Lessee shall pay all costs and expenses, including, but not limited to, reasonable attorney's fees, incurred by the NAGB in the enforcement of this Agreement.

Entireties:

Should any clause, paragraph, sentence, or section of this Agreement be determined to be void, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.

Amendments:

No amendments or change to this Agreement shall be effective unless made in writing and signed by both parties.

Lessee shall be responsible for enforcing the guidelines and rules set forth herein, and shall promptly report to the NAGB any incidents, which might adversely affect the artwork and/or the facility. Lessee agrees to instruct any persons assisting Lessee of the rules and to instruct them to abide by the same. Anyone violating the terms of this agreement is subject to removal from the premises by Lessor.

This Rental Agreement shall be restricted to the dates, time and purposes specified in the Facility Rental Reservation Form.

C. BINDING EFFECT

By signing this document, the undersigned accepts responsibility and agrees:

- Has read and will abide with all rules and regulations of the NAGB including the alcohol policy, care of the grounds, smoke-free facility.
- To pay for all hours scheduled and/or used whichever is greater. Partial hours are billed as complete hours.
- To accept responsibility for actions and conduct of all attendees of function and assumes liability for those attendees.
- Agrees to indemnify and hold harmless NAGB along with all its employees and agents for any claim that may arise as a result of the renting party's use of the facilities.

D. IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

The National Art Gallery (Lessor)
Printed Name of Representative

Printed Name of Lessee
and Representative

Signature of Lessor

Signature of Lessee

RENTAL SUMMARY

Name of Organization/Group: _____

Address of Organization/Group: _____

Type of Group (Private/Corporate/Charity): _____

Name of Contact Person: _____

Email: _____ Telephone: _____

Date of Rental: _____ Number of persons expected: _____
(dd-Mmm-YYYY)

Rental start time: _____ Rental end time: _____

Location of Event on Premises: _____

Description of Event: _____

Name and contact of Caterer: _____

Audio Visual Needs: _____

Tour Guides (if requested): _____ NAGB Staff Overseeing the Event: _____

3-Hour Rental Base Rate: \$ _____

Additional Hours (x \$250/hr): \$ _____

Additional Fees (Other): \$ _____ **Total Cost of Rental: \$ _____**

Tax (V.A.T.): \$ _____ **25% Required Downpayment: \$ _____**

Custodian Services Fee: \$ _____ **Balance (Due prior to Event): \$ _____**

EXECUTED the day and year written above.

The NAGB (Lessor) Signature

Lessee/Representative Signature

Date (Lessor)

Date (Lessee)