PRO ARTS GALLERY USE AGREEMENT

This Agreement ("Agreement") is executed in Oakland, California as of the date ____-____-_____ (mm-dd-yyyy) by and between PRO ARTS and _____ (client name), “Gallery User”.

WHEREAS, Gallery User is desirous of the arts space at 150 Frank H Ogawa Plaza (Ground Floor, Lionel Wilson Building), Oakland, CA hereafter referred to as "PRO ARTS Gallery" (the "Gallery") and the services to be rendered herein below.

NOW, THEREFORE, in consideration of the payments of the use fees PRO ARTS and Gallery User abide by the terms and conditions contained herein and in the manner specified below, PRO ARTS and Gallery User agree as follows:

1. **Gallery Use Terms:** This Use Agreement shall allow the Gallery User the right to use the Gallery on:

   Date of Event/Program: _____

   Number of Attendees: _____

   Begin Time (includes set up): _____ End Time (includes clean up): _____

   The fee for such use will be: _____, for minimum four hour use and at the rate of

   _____ per any additional hour(s).

   Number of tables/chairs required _____ ($50 flat fee)

   Fees are subject to payment in advance.

2. **Condition of Gallery**: Gallery User accepts the Gallery and restroom facility in its given condition, and PRO ARTS is obligated to make no changes or otherwise alter its use of the Gallery for the benefit of Gallery User. Nor shall Gallery User store any property or materials in the Gallery, nor use any of the existing personal property or furnishings of the Gallery in conjunction with Gallery User’s own use, or institute and alterations or repairs of the Gallery without the express prior permission of PRO ARTS.

3. **Gallery Use Conditions**. Gallery User agrees that its use shall be specifically for the following purpose:

   _____

   and for no other purpose, and Gallery User shall conduct its use in accordance with contract and existing laws, ordinances, policies, regulations, and policies set forth in the attached **Exhibit 1**, which may be amended upon notice to Gallery User. Gallery User shall be responsible, and shall promptly cause repairs to be made at its own expense, for any and all damages to the premises, its furnishings, art work or fixtures, or to compensate PRO ARTS for loss, damage or theft of any of PRO ARTS’ personal property and artwork contained in the Gallery, occurring during the use of the Gallery by Gallery User or any of its agents, employees, students, guests or representatives.

4. **Deposit**: Gallery User shall furnish PRO ARTS with a non-refundable deposit (50% of use fee) for Gallery

   User’s use of the Gallery, the sum of _____.

5. **Insurance**: Gallery User shall provide documentation of insurance requirements:
   a. Additional Insured certificate on General Liability (min. $1,000,000 policy coverage):
      "Pro Arts, Inc and their members, directors, officers, employees and agents. 150 Frank H Ogawa Plaza Oakland, CA 94612"

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b. Liquor Liability coverage with a limit not less than $1,000,000 (when alcohol is served in the gallery, other restrictions may apply.)

6. **Damages**. Gallery User shall be responsible for costs for clean-up or to repair any damage to the Gallery or artworks occurring as a result of acts or omissions of Gallery User or Gallery User's guests. Gallery User authorizes PRO ARTS to charge Gallery User's credit card for any damages to the premise which have occurred during the Event. Any artwork which has been damaged, destroyed, or stolen will also be charged on the credit card.

7. **Closing of the Gallery**: If the Gallery, in exclusive opinion of PRO ARTS, is rendered unsuitable for use due to fire, water, national or local calamity or emergency, acts of God, the acts of regulators of any public authority or labor union, strikes or labor difficulties, war, epidemic, storm or inclement weather, or any other cause that renders such use impossible, PRO ARTS may terminate this Agreement and relinquish any deposit to the Gallery User upon notice of closure to Gallery User.

8. **Termination**: In addition to other remedies which PRO ARTS may have pursuant to this Agreement, PRO ARTS shall have the right upon immediate notice to Gallery User to terminate this Agreement for any reason whatsoever, or for no express reason at all and may refund the deposit if for reasons pertaining solely to PRO ARTS, and not the Gallery User. PRO ARTS may terminate the Agreement and retain all payments if Gallery User's use subjects PRO ARTS to actions of damages, fines, penalties, revocation of any Agreement or any other legal action or proceeding, unless Gallery User provides PRO ARTS with reasonable indemnification thereof. Gallery User may cancel agreement with 48 hours written notice and forfeits deposit.

   Upon termination of this Agreement or its expiration, Gallery User agrees to remove all of its property from the Gallery within 48 hours of the effective date of such termination or be liable for all damages and expenses incurred by its failure to do so. Items left by Gallery User after such time shall be stored for the Gallery User at a cost to Licensee. After (30) thirty day items may be disposed of by PRO ARTS to cover storage costs.

9. **Mediation/Arbitration**. All disputes arising out of this Agreement shall be submitted to mediation in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. If mediation is not successful in resolving all disputes arising out of this agreement, those unresolved disputes shall be submitted to final and binding arbitration. The arbitrator shall be selected in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. If such services are not available, the dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

10. **Notices**: Any payments, notices, documents, statements or other writing (collectively referred to as "notices") required or desired to be given thereunder shall be in writing and shall be sent to the parties hereto at the address given with their signatures below or to such other address as they may hereafter designate in writing.

11. **Assignment**: This Agreement shall not be transferred in any manner by Gallery User unless agreed upon in wring by PRO ARTS as need to transfer to Corporation or other partnership.

12. **Relationship Between these Parties**: This is an Agreement and not to be constituted as a partnership, joint venture, or trust relationship between the parties.

13. **Distinct Remedies**: All the rights and remedies of PRO ARTS and Gallery User herein shall be deemed to be distinct, separate and cumulative. No failure on the part of Gallery User or Leases Holder, as the case may be, to enforce any provision contained herein nor any waiver of any right hereunder, shall discharge or invalidate such provision or affect the right of the Gallery User or PRO ARTS , as the case may be, to subsequently enforce the same.

14. **Indemnification**:
    a. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. Time is of the essence of this Agreement and of each and every provision hereof.

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b. No Consequential Damages. In no event shall Pro Arts be liable to Gallery User for any incidental, indirect, or consequential damages or lost profits of Gallery User.
c. Indemnification. Except as provided herein, Gallery User shall defend PRO ARTS and hold it harmless from all claims, liabilities, losses, and expenses whatsoever ("Claims") arising from Gallery User's negligence or malfeasance. Only if and when the negligence of PRO ARTS is alleged to be the primary cause of the Claim shall Gallery User thereafter have no duty to defend PRO ARTS. On condition of Gallery User's substantial performance of the above duties, PRO ARTS shall thereafter indemnify Gallery User and/or PRO ARTS' Clients for all Claims that are agreed or determined to have resulted from the negligence of PRO ARTS. For any claim which is agreed or determined to have resulted from causes other than the negligence of PRO ARTS, the indemnification shall be apportioned to the negligence per the agreement or determination of fault.
d. Disclaimer. This contract shall not constitute nor infer any relationship of agency, employment, or partnership between the parties.

15. **Entire Agreement**. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

16. **Severability**: If any term, provision or condition of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidate.

In witness whereof, PRO ARTS and Gallery User have executed this Agreement

PRO ARTS: _____ Date: _____
Margo Dunlap, Executive Director
150 Frank H Ogawa Plaza, Oakland, CA 94612

Gallery User: _____ Date: _____

Print name: _____

Print address: _____

OFFICE USE ONLY / Completed By _____

□ Completed Agreement / Date Received _____

□ Credit Card on File

CC: Visa / Mastercard

CC #:

Card Expiration Date:

Security Code:

□ Deposit / Receipt Number _____

□ Payment / Receipt Number _____

Notes:

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EXHBIT 1: GALLERY USE POLICY

1. Full caution must be taken for any artwork displayed or stored on the premises.
2. No contact with pedestals or walls
3. Minimum clearance and set up of objects (tables, chairs, etc) distance of three feet plus walking clearance from all artwork is required
4. A main contact must be identified to Gallery staff for any groups for any related activities or events.
5. Display: Walls are for Pro Arts' use only. Banners, posters, artwork or any other signs must be affixed to free-standing supports, such as free-standing walls/partitions, easels, pedestals or tables.
6. Sound/Amplification: PRO ARTS sets a sound and amplification standard limit of 90 decibels to protect both artwork and employees.
7. Smoking: Smoking and/or lighting of any substance is NOT permitted in the Gallery.
8. Food/Drinks: Food and drink are only allowed within the Gallery to the extent that a professional standard is maintained. Any and all refreshments and supplies-–including cups, napkins, additional trash bags, etc. must be disposed of by the end of an activity/event.
9. Alcohol for public events is ONLY permitted with Alcohol Beverage Control Bureau one-day license issued to Gallery User on the date of event/program. PRO ARTS does not provide an ABC license for Gallery User's event.
10. Public Events: Events are open to the general public unless specified as a private event.
11. PRO ARTS representative remains onsite for the duration of the Gallery use.
12. PRO ARTS provides basic equipment for the event/program by request. Equipment includes chairs and tables, screen.
13. All fire exits and pathways must remain free from obstruction.
14. A guardian should attend minor children at all times. Unattended children are not permitted in the Gallery
15. Visitors, staff and artists are expected to wear clothing appropriate for the nature and use of the Gallery
16. Offensive, abusive or threatening language or behavior is strictly prohibited
17. Indecent exposure or lewd acts or behavior are strictly prohibited
18. Fighting, provoking a fight, or engaging in disorderly or boisterous conduct is strictly prohibited
19. Pro Arts Gallery is wheelchair accessible and ADA compliant.
20. Disability assistance equipment, such as wheelchairs and electric scooters, are welcomed
21. The use of bicycles, scooters, tricycles, skate boards or roller / in-line skates is not permitted within the Gallery
22. Photography Policy: Artworks exhibited at Pro Arts are covered by Creative Commons license "Attribution, Non-Commercial, No Derivatives". Gallery visitors may take photographs of artworks with the stipulation that images are clearly credited to the creating artist and exhibition at Pro Arts; images may not be used commercially; and may not be changed, remixed, or modified in any way
23. Animal Access Policy: Animals must be under the control of their handler and in view of their handler at all times.
24. Failure to adhere to the rules of the Gallery may result in restricted Gallery use.

PRO ARTS RESERVES THE RIGHT, AT ANY TIME AND FOR ANY REASON OR NO REASON AT ALL, TO IMPLEMENT ADDITIONAL AND/OR MORE RESTRICTIVE RULES THAN THOSE CONTAINED HEREIN.

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