



418 Dakota Avenue | Wahpeton, ND 58075 | (701) 591-1010 | www.RedDoorGalleryWahpeton.com

CLASSROOM CONTRACT

This User Agreement is made this _____ day _____, 20____ by and between (name) _____ of (address) _____

_____ (“User”)

And Red Door Art Gallery (“RDAG”), for the use of the Gallery Classroom (“GC”) in Wahpeton, ND for the purpose of _____

_____, on _____
Time - _____ to _____

The parties agree as follows:

Classroom User Fee:

- Rental Rates:
 - Thirty Dollars (\$30.00)for a half day (4 hours or less)
 - Fifty Dollars (\$50.00) for a full day (4 - 8 hours)
 - **Rental times include set up and clean up time.**
 - There is a \$100 damage deposit due upon reserving the classroom, which will be refunded if no damages occur. Deposits will be refunded no later than two weeks after the event, minus any charges for damage or clean up incurred during the event to the facility.
 - Fees, including rental fee and deposit, are due at the time of reservation of the classroom. Usage fees are payable by cash, personal or corporate check or credit cards. All charges are payable to the Red Door Art Gallery.
 - The keys for the alley and Heritage Square restroom are the responsibility of the renter. If these keys are lost, renter will be charged for replacement and/or a locksmith.
- Alcohol in the GC is prohibited, unless approved by RDAG.
- Instruct guests to enter through the alley on the north side of Heritage Square.

Restrictions:

- Smoking and any open flames in the GC are prohibited at all times!
- At no time are any of the following decorations allowed: confetti, potpourri, glitter, bubbles, birdseed, incense or any open flames. No items may be tossed, spread or scattered in the GC, including rice, birdseed, confetti and flower petals. No animals are allowed in the GC except those providing assistance to disabled individuals.

Cancellation:

- In the event that the User needs to cancel an event, the Gallery must be given notice at least 48 hours prior to the event. Failure to give 48 hours prior notice will result in forfeiture of the rental fee.
- RDAG reserves the right, without penalty or liability of any nature, to reschedule or cancel the confirmed date(s) in the event circumstances arise that are not anticipated at the time the confirmation is made, which would prevent the use of the facility. Prompt notice of cancellation will be given to the User in the event that the need

for cancellation becomes apparent. In the event of cancellation by the Gallery, full refund of rental fees and deposit will be given.

Food and Beverage:

- Food and nonalcoholic beverages are allowed in the GC. Damage to any of the kitchenware or appliances will be deducted from renter's deposit.

Gallery Classroom Access:

- Access to the GC will be given to User by making arrangements with the Acting Gallery Manager. Keys to the GC must be put in the RDAG mailbox in the front of the gallery, to the west of the door, after User has vacated the classroom. User is responsible for all damages and losses incurred in classroom due to the failure of User to lock the classroom after its use.

Set Up and Clean Up:

- The maximum occupancy of the GC at any one time is:
 - 24 for a class seating
 - 42 for banquet seating
 - 64 for lecture seating
- The User shall not violate the maximum occupancy.
- The User is responsible for the event set up and all clean up. The rental includes banquet or round tables and chairs.

Reservation:

- Applications for use of the GC must be approved by the RDAG. Only completed applications, with signatures and applicable fees paid, will be considered for approval.
- Availability of the GC is on a first come, first served basis.
- Use of the GC for any purpose does not signify or constitute endorsement of the User or any organization to which User is affiliated, by the Trustees of the RDAG, its staff, members or volunteers. User may not, in any way, suggest or imply that the RDAG makes such an endorsement.
- RDAG reserves the right to refuse usage of the GC to any individual or organization.
- User, their agents and all guests are not allowed into the GC prior to the start time of the event without prior approval from the Acting Gallery Manager. If approved, prior entry may require an additional fee.

Damage to the Classroom:

- User shall not injure, deface, change or alter the premises or any items contained within the classroom and shall not cause or permit anything to be done that may cause damage. Nails, hooks, tacks or screws will not be permitted on any classroom walls.
- Any damage that may occur due to the negligence or behavior of the User, an agent of the User or any of the attendees of the event (regardless of whether they were invited or not) becomes the responsibility of the User.
- The User also agrees that if the premises, or any items contained therein, regardless of whether the item is owned by RDAG, is damaged by any act, default or negligence by the User, an agent of the User or any of the attendees of the event, the User will pay the Gallery such sum necessary to restore or repair item to original condition. In the event the item is beyond repair, the User will pay such sum equal to the full, retail price of the item, or full replacement cost, as determined by the RDAG.

Control of the Building:

- In allowing the use of the GC or property associated with the GC to a User, the Executive Committee of the RDAG retains the right to control the management thereof, and to enforce all the rules for the management and operation of the same.
- RDAG, or one of its assigns, reserves the right to (1) eject any person, (2) halt any activity or (3) disperse any gathering in the GC it deems objectionable. Gatherings prohibited at the gallery will include, but are not limited to, activities of a lewd nature or activities that could be construed as a public nuisance.
- In consideration for the use of the GC, the User hereby waives any and all claims, actions and causes of actions for damages against the Gallery, RDAG, its employees or volunteers, including but not limited to any damages resulting from action taken in enforcement of the rights set forth in this Agreement, relating to, or in connection with the use of the premises.

Indemnification:

- The User agrees to indemnify and hold the Trustees of the RDAG, its staff, members or volunteers harmless from any and all claims, actions and causes of actions relating to, and in any way connected to, the negligence of the User, their agents or event attendees in their use of the GC.

User - _____ Date _____

Representing - _____

Phone - _____ Email - _____

Fee- _____ Payment Method- _____

RDAG Representative _____ Date _____

Approved by RDAG Executive Committee on _____

RDAG - rdag@midconetwork.com

Phone – 701-591-1010