

NATIONAL ART GALLERY OF THE BAHAMAS

Section A **FACILITY RENTAL TERMS**

GENERAL GUIDELINES

- National Art Gallery of The Bahamas facilities are **not** available for any of the following:
 1. Political meetings or events
 2. Religious gatherings, meetings or events
 3. Private Art exhibitions
- All events must be sufficiently staffed to ensure against damage to facility, property and exhibitions of the NAGB.
- The Gallery prohibits any form of gambling activity, laser shows, fog or smoke machines and live animals.
- All events are expected to harmonize with the character and mission of the Gallery.
- Events may not create any hazard or impose undue hardship to the Gallery, its collection, exhibitions, facilities, staff and visitors.
- Events must be in conformance with the Gallery's established regulations.
- All costs associated with (producing) the event are the responsibility of the sponsoring organization.

The Gallery retains the right to refuse rental to events, which do not reflect the Mission Statement of the National Art Gallery of The Bahamas.

A Special Event Coordinator will work closely with the client to ensure a smooth and efficient event. The Coordinator will be present on the day of the event to ensure proper setup for the event.

RESERVATION AND PAYMENT

You may place a tentative hold on a date without paying a deposit. If a request has already been made for a tentative hold on your date, you will be placed next in line. Your hold will be automatically removed after two weeks unless you contact the Facilities Rental Department by telephone requesting that the hold be maintained for another two weeks. Only a deposit with the Gallery's signed contract will secure the date of your event. If we receive another request to secure the same date we will notify you and ask you to formally secure the date within 24 hours or release it. Verbal reservations become null and void three weeks prior to the scheduled event if a contract has not been signed.

No date is confirmed until the Gallery has a signed contract (Temporary Lease of Facilities). The contract must be signed three weeks prior to the event with a non-refundable deposit of 25% of the rental fee due on signing. The Balance must be paid two weeks prior to the event or it will be cancelled.

If weather conditions (namely rain and extreme winds) or natural disasters (namely hurricane, tornados or severe storms) prevent the event from occurring, the Gallery will refund all monies paid beyond the 25% deposit, or reschedule the event at the convenience of the leasing party, but not on a day that has already been booked or reserved (unless the reserving party releases the date).

In the event of cancellation, the facility renter must provide at least 14 days notice prior to the date of the scheduled event to receive a refund of all money's paid less the 25% nonrefundable deposit on the total rental fee. All money's paid are forfeited if the event is cancelled with less notice.

CATERER

The National Art Gallery will provide a list of approved Caterers who are familiar with the layout and procedures of the Gallery. Only caterers on this list are authorized to work in The National Art Gallery. Other vendors may be contracted after providing the necessary credentials for approved vendors. Please let us know if you are not using one of the vendors on our list.

The caterer will provide all personnel, materials, and supplies required for the preparation of food and alcohol beverages.

- Alcoholic beverages served must free of charge. No cash bar is allowed.
- No food preparation will be allowed at the Gallery.
- No kitchen facilities are currently available on site for the caterer
- The Gallery requires that all bar facilities close at least 1/2 hour prior to the end of an event

PLANNING, SET UP AND BREAKDOWN

A walk through with the Gallery's Special Event Coordinator with the lessee, caterer, and or event planner must occur no later than one week before the event to finalize all arrangements. This walk through will also include the Gallery's Chief of Security.

For evening events, Setup may not begin until 4pm on the day of the event. If extensive or unusual setup is required, it must not interfere with the operation of The National Art Gallery of The Bahamas and must be approved by the Facilities Rental Event Coordinator. The Gallery does not provide staff to move props, musical instruments, staging etc.

- Due to space restrictions, the Gallery is unable to store material, supplies or any externally supplied equipment related to the rental event. All items brought in by the renter to produce the event must be removed from the premises within two hours of the events completion. Remaining items will be charged a storage fee of \$100.00/day and may be discarded at the Gallery's discretion if allowed to remain more than 48hours after the event.
- Rental areas must be left in the same condition as found prior to the event. A security deposit consisting of 25% of the total rental cost is required and will only be refunded when facilities have been inspected and found to be in good condition after use.

DECORATIONS

- Flowers and other live organic plants are not allowed inside the Gallery.

- Absolutely no items may be affixed to the walls, columns of the Gallery.

INVITATIONS, ADVERTISEMENTS and PRINTED MATERIALS

The content of all printed materials relating to the event, including invitation copy, programs, promotional material, press releases and radio advertisements must be submitted to the Special Events Coordinator for review and approval **before** being printed. ***Please allow sufficient time for these approvals.***

- The Gallery is not responsible for the production of these printed materials.
- No poster or advertisements or other notices bearing the Gallery’s name shall be placed on the public property of The Bahamas. Such property includes utility poles, traffic posts and signals and such similar property.

DAILY RULES OF THE GALLERY ENFORCED DURING RENTALS

- All large bags must be checked in at the security desk.
- No smoking
- Umbrellas and other large items must be checked
- Cameras, video recorders, video phones cannot be used in the galleries
- No cell phone usage in the galleries
- No artwork is to be touched (unless clearly stated otherwise)
- No food or drink
- No animals
- No running up and down the stairs
- Use the handrails for your safety

DELIVERIES

For delivery of materials and or equipment to the Gallery, a schedule must be established one week before the event. This arrangement must be made with the Gallery Special Events Coordinator and Security Supervisor.

PARKING

For events on the verandahs and within the Gallery building, parking is available on the museum grounds. The lessee must make additional parking arrangements with neighbouring institutions.

- **Valet Services:** All Valet service companies must be approved by the National Art Gallery and a certificate of insurance of \$250,000 must be submitted.

FACILITIES ARE AVAILABLE FOR RENTAL BETWEEN 5:00 – 11:00 PM. EVERYDAY EXCEPT:

- Sundays
- Christmas Eve, Christmas Day, Boxing Day
- Good Friday, Holy Saturday, Easter, Easter Monday
- New Year’s Eve, New Year’s Day
- Labour Day
- Emancipation Day
- Columbus Day
- Whit Monday
- Independence Day

AREAS AVAILABLE FOR RENTAL AND RENTAL FEES

(Minimum three (3) rental hours required (including set up and break down).

Option A: Verandahs with access to entire gallery

(Perfect for an elegant cultural evening geared towards international conference goers meeting in The Bahamas, local fundraisers and corporate receptions. Receptions and light dinners can be arranged on the verandahs for the evening. Reception limit of 225 persons)

Corporate base rate - \$350/hour or part thereof (Plus \$5 pp for guided tours)
Non-profit base rate - \$250/hour or part thereof (Plus \$2 pp for guided tours)

External grounds: Lawns, driveways and lower verandah

(This area may be used for plays, recitals and cultural events. Limit 600 persons)

Corporate base rate - \$400/hour or part thereof
Non-profit base rate - \$275/hour or part thereof

Upper verandahs with tour of temporary gallery only

(limit 125 persons)

Corporate base rate - \$250/hour or part thereof (Plus \$5 pp for guided tours)
Non-profit base rate - \$200/hour or part thereof (Plus \$2 pp for guided tours)

External grounds, verandahs plus guide tours of the gallery

Corporate base rate \$625/hour or part thereof (Plus \$5 pp for guided tours)
Non-profit base rate \$475/hour or part thereof (Plus pp \$2 for guided tours)

Note: during months of Nov – Jan, corporate rental rates increase by 15%.

DAMAGE DEPOSIT

A refundable damage deposit equal to the hourly rate is to be paid in advance as security in the event of damages, cleaning fees or any overtime that may be incurred during the event. If facility is left as found and no overtime incurred, the deposit will be refunded within 7-10 business days. Any damage in excess of the deposit shall be assessed to the user and if not paid within 30 days of notification, legal action shall commence to collect same.

ADDITIONAL SERVICES AVAILABLE (* Indicates no additional charges)

The following services can be arranged with the Gallery's Special Events Coordinator prior to the date of the facility rental:

Tour Guides

Coat Check*

Availability of the Gift Shop*

Basic Audio Visual Needs*

Electrical and Lighting Requirements (No cost if within the current system provided)

Use of the Gallery's limited number of chairs*

CERTIFICATES OF INSURANCE must be provided from the client, their vendors and the vendor's agents at the time the contract is signed.

LOSSES

•The NAGB will not assume responsibility of the damage or loss of personal items/merchandise by the client, caterer, or guests at the Gallery.

NAGB FACILITIES RENTAL AGREEMENT
Section B
CONTRACT

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 Arts Gallery (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 and Damage Deposits:

A Booking (Security) Deposit of 25% of total rental fee and a refundable Damage Deposit equal to one hourly rate is required at time of booking. *This fee is automatically refunded after facilities have been inspected and found to be in good condition after use and no overtime incurred.* 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, credit card, or cash (unless other arrangements are made in advance with 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 Event Coordinator prior to the event. Deliveries will not be accepted at any other time than 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 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, removed, nor shall any exhibit be altered, without the express consent of the Executive 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 Executive 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, silly string, fresh flower petals, confetti, or biodegradable confetti may be used in or out of the galleries. Bubbles may be used outside of 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 alcoholic 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 museum 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 scope of 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 amendment 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 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, times and purposes specified in the Facility Rental Reservation Form

E. BINDING EFFECT.:

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

- Has read and will abide with all rules and regulations of NAGB including 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.

Name and contact of Caterer:

Audio Visual Needs:

Tour Guides:

Volunteers:

Base Rate: _____

Additional Fees: _\$100.00 (Restroom attendance)

Security Deposit: _____ **Facility Rental Agreement**

The use of the premises is subject to the following provisions:

EXECUTED the day and year written above.

Lessor: _____ **Lessee:** _____

By: _____

By: _____

Date: _____

Date: _____

Caterer: _____

Total Due prior to event: _____

STAFF MEMBER OVERSEEING THE EVENT:
