

Southern Arizona Watercolor Guild
The Plaza at Williams Centre
5420 E. Broadway Blvd., Suite 240
Tucson, AZ 85711

Non-Member Letter of Agreement for Use of the Gallery Premises

The Southern Arizona Watercolor Guild (SAWG) Gallery space is available for mini-classes, workshops, discussion groups, social events and other such activities that provide educational and cultural benefits for our members and interested supporters of our community, as the space is available and circumstances permit. Fees are listed below.

The Gallery space is 1316 sq. ft. divided into a front, middle and back area. The back area is set up with tables and chairs. There are two entrances and uncovered parking in the rear parking area. The bathroom and back entrance is ADA compliant. There is a utility closet with a sink.

User Fees:

- 1-3 hours \$50 for back or middle area; \$100 for all areas
- 4-6 hours \$75 for back or middle area; \$120 for all areas
- 7 or more \$100 for back or middle area; \$140 for all areas

Note: Only the back area may be used when the Gallery is open.

Southern Arizona Watercolor Guild and _____
(User)

The undersigned states s/he has the authority to bind _____
(User/Organization)
to the terms of this agreement based on the undersigned's position with applicant as

SAWG and the above User agree as follows:

1. Time/Day/Purpose:

Use shall be for up to _____ hours, approximately from _____ (am/pm) to _____ (am/pm)

Beginning on _____ / ____ / _____ and ends on _____ / ____ / _____
(Day/Date) (Day/Date)

for _____
(What kind of class/activity)

In the event the class or activity will not be held on one or more of the above dates, for whatever reason, User shall provide 7 days advance notice to SAWG's Gallery Representative.

2. Cost/Compensation/Accounting:

- a) User shall remit the User Fee to SAWG along with a completed and executed Agreement and provision of a copy of the insurance policy and rider per number three (3) below. The User Agreement shall be deemed to be in effect upon applicant's receipt of a copy of the Agreement signed by a SAWG Representative.
- b) In addition to the User Fee, User shall pay to SAWG a donation equal to 25% of any monies charged for each participant, minus any material fees. (Example: Total \$100 fee paid by each participant for an activity or series at 25% would equal \$25 per participant x number of participants) Donation amount shall be paid to SAWG by the User the same day each participant begins each activity or class.
- c) Payment shall be accompanied by a completed attached SAWG Accounting Sheet minus any materials fee.
- d) The User agrees to provide additional accounting information upon demand by a representative of SAWG.

3. Hold Harmless Agreement:

A Hold Harmless Agreement (attached) with Proof of one million (\$1,000,000) General Liability rider, to an existing policy with SAWG named as an additional insured, must be attached to the User Agreement prior to final acceptance by SAWG.

4. Use and Condition of Premises:

- User shall take care to ensure that the number of participants in any activity complies with SAWG Space Occupancy Limits and is not so large as to interfere with the ability of Gallery visitors to safely and comfortably move about the Gallery for the purpose of viewing art on exhibit. Similarly, projects undertaken during activities shall not impede the safe and comfortable experience of visitors, docents or SAWG members engaged in the business and enjoyment of the Gallery.

Space Occupancy Limits:

- (1) Back Area - Limited to 12 when tables are used
- (2) Gallery Seating Only - Limited to 40
- (3) Standing - Limited to 100 with the understanding that attendees may come and go.

- Use of the Gallery chairs and tables is permitted, but only 12 chairs are available. If additional chairs are needed they must be supplied by the User. Six (6) Gallery folding tables are available, 4 covered tables are set up in the back area.
- User and participants shall provide their own equipment and materials as needed for the activity, and shall remove such equipment and materials promptly after the class or activity, and at the end of each day's use, shall leave the premises in the same condition in which they found it. Special care must be exercised when painting in an area where paintings are on display.
- User agrees that upon departure, the Gallery, equipment and all SAWG property are to be returned to the same condition as originally found upon first entry onto the Gallery premises. This includes, but is not limited to, return of furniture to its original location, final clean up, turning off lights (exception is the front window lights), including the bathroom light and fans, return thermostat to previous temperature setting (no other

setting should be adjusted). User assumes responsibility for any increase in utility cost that can be attributed to a failure to turning off or up/down utilities.

- SAWG requires that a member of SAWG, in good standing, be present during the duration of the User activity, on one day or multiple days, to let User into the Gallery, to supervise clean up, re-configuration of furniture and to secure the Gallery when the activity is complete.
- Name of SAWG member who will be present: _____
- User acknowledges responsibility for payment of any repairs required by damage that occurs to the premises as a result of User's usage. A written notice of any claimed damage and cost of repair will be forwarded to the User by SAWG within ten (10) business days, such period shall commence beginning on the first business day after the User Agreement time period has expired. User may obtain its own estimate, but repairs shall be within the control of SAWG. Any necessary legal fees or costs incurred as a result of User's failure to return the premises in the condition found at the commencement of the activity time period shall be paid by the applicant.
- Parking (uncovered) is available in the back lot only. Participants must enter through the back door.
- Only service animals shall be permitted in the Gallery premises.
- No signage is allowed outside either entrance to the Gallery.
- User activity may not disturb other tenants.
- Smoking, use of mind altering drugs of any kind (including medical marijuana) is forbidden on SAWG premises.
- Any food or beverage, to be included in the User's activity, shall require prior approval by SAWG Representative. No food or beverages, non-alcoholic or alcoholic, are allowed outside of the Gallery.
- Any items left in the refrigerator will be disposed of promptly.
- User acknowledges that no food may be prepared at the Gallery. Only the refrigerator and microwave may be used. Anything found in the refrigerator, cabinets or storage area shall be left untouched and anything belonging to the User shall be removed at the end of the activity time period.
- **The gallery must be locked and secure at departure.**

5. Terms and Termination:

Either party may terminate this agreement upon 7 days written notice to the Gallery Representative. The User Fee is nonrefundable unless cancellation is by SAWG. In that event 100% of the User Fee shall be refunded.

6. Amendment and Transfer:

Any amendment to this Agreement shall be in writing and signed by both parties. The rights and obligations in this Agreement are non-transferable.

7. Publicity or Advertising:

The User shall be solely responsible for promoting the activity, creating a flier, if desired, to be available at the Gallery, handling registration and sign-up, and collecting the event fees or monies. SAWG, if given enough notice, will include the activity/event information in the Seat Announcements and other SAWG media to members when available.

8. Signatures:

Date of application: _____ Date of Approval: _____

Applicant: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Phone Numbers: _____
(home) (work) (cell)

Email: _____

Date(s) Requested: _____ Hours Requested: _____

Purpose of Event: _____ # of Participants Expected: _____

Special Usage Requests (all SAWG decisions as to special requests shall be considered final):

I agree to the provisions stated above:

Signature _____ Position _____ Date: _____
(User)

Please print, complete agreement along with Hold Harmless and mail with payment to SAWG President at:

Southern Arizona Watercolor Guild
The Plaza at Williams Centre
5420 E. Broadway Blvd., Suite 240
Tucson, AZ 85711

The above application is accepted by SAWG. The following special usage requests as indicated above are accepted _____ denied _____ by SAWG.

Date: _____ By: _____ Title: _____
(SAWG Representative)

Contact #: _____ Email: _____

Southern Arizona Watercolor Guild
The Plaza at Williams Centre
5420 E. Broadway Blvd., Suite 240
Tucson, AZ 85711

Hold Harmless Agreement

For and in consideration of the use of the gallery premises located in the Plaza at the Williams Centre, 5420 E. Broadway Blvd., Suite 240, Tucson, Arizona (the property),

(Gallery User)

agrees to indemnify, defend and hold harmless the Southern Arizona Watercolor Guild (SAWG) from any expense, loss, liability, attorney's fees arising out of or in any way relating to the assertion by any person of any claim (whether or not well founded), demands, causes of action, controversies, obligations or liabilities in connection with applicant's use of the gallery premises which includes the entire premises, including, but not limited to: the sidewalk, parking area, area in front of or behind the suite space, and all structures surrounding the suite space. Applicant hereby release SAWG from any loss or damage to personal property or bodily injury to any person that arises as a result of the use of the gallery premises. Applicant shall be responsible for any damage to SAWG property and adjoining structures that arises as a result of applicant's use of the gallery premises. Applicant shall comply with all laws, regulations and ordinances applicable to the gallery premises.

User Representative Printed Name

User Representative Signature

Title

Date

9/18 MH