

THE GALLERY@LOOM - Contract for Rental

120 Academy St., Fort Mill, SC 29715, ph: 803-548-5666

Rev. 02-21

The GALLERY @LOOM is an approx. 1400 sq. foot event space within LOOM Coworking with non-slip flooring, rotating modern art exhibits, 2 restrooms, kitchenette, storage/prep area, drinking fountain and outdoor space. It is available for rental to private and public groups. Due to the caliber of art and furnishings, the Gallery is for adult oriented professional, social and community events. For public and family events children may be present, however they are required to be under the direct supervision of an adult while in the facility. Capacity differs for space(s) used and in accordance with current local regulations. LOOM reserves the right to refuse rental to any group or individual. LOOM is accessible to people with disabilities.

1. RENTAL OVERVIEW

Rental of the Gallery@LOOM includes a modern lounge area, mobile tables, lightweight chairs, tall tables and tall chairs and mobile marker boards. High-speed wifi and a mobile TV with HDMI cord are complimentary with rental. Extra rental options include table linens, projector and screen, photography equipment, microphones, speakers, karaoke machine, disco/party light and mobile room dividers (pipe & drape).

Availability:

- a) Access to the facilities for catering and decorating setup will be during the total hours stated on this rental agreement or as agreed to by LOOM director and Renter.
- b) The Renter must include sufficient time for setup and cleanup.
- c) The space is available for rent Monday thru Friday from 6:00 pm to 11:30 pm, and Saturday & Sunday from 7:00 am to 11:30 pm.
*At no time will setup of events begin before 5:30 pm on weekdays.
- d) All events must be completed, cleaned up and all persons must be out of the building by the rental end time.
- e) If Renter needs to alter or extend access times a request must be made to LOOM by email at least 7 days prior to the event or additional access cannot be granted. If prior approval has not been granted, no one shall remain in the building past the approved time for any reason. If either situation occurs, an additional hourly fee will be applied.
- f) All DJs and loud music must end by 11:00 pm and outdoor gathering by 10:00 pm, regardless of the rental end time.
- g) If the headcount is higher than expected or use/activity of the space changes, the Renter may need to add the catering/expansion area to the rental. Standard rental fees will apply to an additional, add-on rental space.
- h) LOOM may request a written schedule for set up, event activities, and clean up if deemed necessary.
- i) Unused hours will not be refunded.
- j) Hours are based on availability and are subject to change, particularly during holiday seasons.

Fees:

- a) The Gallery base rental fee is \$120 per hour (2 hour minimum) and increments are one-half hour.
- b) The catering/expansion area (concrete floor space and kitchenette) is an additional \$30 per hour and includes 6 room dividers.
- c) Hourly rental fees are based on the entire continuous block of time the space is utilized which includes setup before the event and cleanup after the event. Therefore, it is crucial that Renter considers the entire rental timeframe when budgeting and planning event.
- d) Setup and cleanup times are based on Renter discretion but typically include 30 to 60 minutes before and after an event.
- e) Outdoor activities requiring irregular or expanded use of parking areas will be quoted on an individual basis.
- f) Rental fees may be reduced for "non-profit" activities and are subject to approval by the LOOM Director.
- g) This contract reflects the total estimated cost for the rental, but may not include additional items added later by Renter.
- h) Social, dining, evening and weekend events booked less than 15 days prior to the event date will incur a \$50 late booking fee.
- i) For late bookings we are unable to guarantee that additional rentals or adequate on-site parking will be available.

Security Deposit and Contract Submission:

- a) The rental security deposit is \$100 and due at time of contract signing. This fee is separate from the Gallery base rental fee.
- b) Contract must be completed, signed within one week of digital receipt or it is considered invalid.
- c) Reservations are not confirmed until the security deposit and signed contract are received and processed.
- d) A paid deposit without being followed by a signed contract within one week will be forfeited.
- e) No dates are confirmed or held without a fully executed contract and paid security deposit.
- f) \$50 of the security deposit will be retained as a cleaning fee/set-up charge for events which serve, provide or allow food.
- g) The remaining \$50 will be refunded to Renter post-event unless inspections indicate the need for additional clean-up attributable to the Renter's use. Additional fees may be charged to compensate for any damages to the facility.
- h) Renter may also roll the remaining amount into a deposit for future events.

Payment:

- a) The full rental fee is due the Friday, 2 weeks prior to the event. Requests for additional spaces must be made prior to this date.

- b) Payment may be made via credit card, debit card, Venmo, CashApp or check made out to LOOM Coworking. Regardless of payment type, a valid credit card is required and will be kept on file.
- c) The card on file will automatically be charged for the full rental fee on the indicated due date, unless an alternate method is submitted and cleared at least 3 days prior to the due date. Credit card payments will include third party processing fees and are added to the final invoice.
- d) Returned checks: There is a \$30 fee for any returned check.
- e) Should final payment:
 - ✓ Not clear, no additional planning or promotion will take place or building access granted until resolved.
 - ✓ Be more than 3 days delinquent, a late payment fee will be applied.
 - ✓ Not clear within 1 week of billing, the event will be canceled and the deposit will be retained.

Cancellation / Refund:

- a) If you do not feel you can adhere to the guidelines contained in this contract, please contact LOOM within 24 hours of signing to discuss any concerns, clarify requirements and, if necessary, cancel or postpone your event with no penalty.
- b) If Renter cancels after grace period but more than 30 days before scheduled use, half of the security deposit \$50, will be forfeited.
- c) If Renter cancels less than 30 days prior to the event, the full security deposit of \$100 will be forfeited.
- d) Cancellations after the final payment has processed (typically 15 days prior to event) will be issued a credit for a future event and the initial security deposit will be forfeited.
- e) Rebooking will be based on availability and will be subject to any new hourly pricing rates. (This excludes events that must be cancelled due to natural disasters or circumstances which render the event unable to take place).

2. RENTER RESPONSIBILITIES:

Due to the security and access systems utilized, a member of LOOM may or may not be present during venue events.

The Renter (signer of this document) and the stated "single point of contact" must be present for the duration of any event for which he/she is renting the facility. Renter and "single point of contact" will be given in advance, detailed instructions related to building access methods.

Liability:

- a) The conduct of all participants and spectators while at the facility shall be the responsibility of the Renter.
- b) Renter also accepts all responsibility for any injury to person(s) or property, loss of or damage to property, theft of personal property, artwork at the space during the rental period or resulting therefrom.
- c) Renter shall release, indemnify, keep and save harmless LOOM, its agents, officers, employees, or members from any and all responsibility or liability for any and all damages or injury of any kind or nature whatever, (including death) to all persons, whether agents or employees of the Renter or persons attending the events for which the premises have been leased, and to all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connection with, the use by the Renter of the premises.
- d) The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney's fees.

Conduct:

- a) Renter and guests shall use the premises in a considerate manner at all times.
- b) There is absolutely no drug use or smoking of any kind tolerated on the premises or within 25 feet of the building.
- c) Profane language/music or any type of physical violence will not be tolerated and will result in immediate expulsion.
- d) Conduct deemed disorderly, inappropriate or detrimental to the facility or its contents, at the sole discretion of LOOM staff, shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such case, no refund of the rental fee shall be made. Violations may result in denial of future reservation requests.
- e) Client agrees, for everyone's safety, to ensure alcohol is consumed in a responsible manner.
- f) LOOM reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of LOOM or the safety of its staff, guests, or building contents.
- g) Appropriate attire is required in the facility and on the premises at all times.
- h) No fireworks are allowed on or near the premises.
- i) No pets are allowed inside the facility.
- j) Please be aware that the premises are under interior and exterior surveillance for the safety of the Renter and the facility. In addition to DJs and loud music ending no later than 11pm, at no time shall noise be so loud as to be heard from neighboring structures.
- k) There shall be no conversational congregating outside the front or back of the Gallery after 10:00 pm. This includes loud talking, outdoor music, playing basketball, etc.

City, County, State and Federal Laws:

- a) Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises.

- b) If Renter desires to serve alcoholic beverages to guests at a function, Renter shall be solely responsible for supplying, handling, dispensing and removing the same at the completion of the function and for complying with all laws, ordinances and regulations regarding the serving and consumption of alcoholic beverages, including but not limited to meeting the requirements, if any, for obtaining any temporary permit and assuring that a responsible person or persons over the age of twenty-one years actually dispenses any alcoholic beverages and that no alcohol is served to a minor upon the premises.
- c) The Renter agrees to indemnify and hold LOOM, and its officers and directors, completely harmless against and from any and all causes of action, penalties, damages, and costs, including attorney's fees, for loss of life or personal injury and property damage, and any other liability caused by the activities of Renter and Renter's guests and invitees on the premises, arising under any laws or any ordinances, regulations or statutes regarding the serving and consumption of alcoholic beverages.

3. PREPARATION & PLANNING:

- a) As an addendum to this contract, once confirmed, the Renter will be provided with pre-event instructions including a critical list of action items related to event preparation.
- b) Included in the pre-event instructions are deadlines and tasks related to event coordination issues, floorplan, outside rentals, permits, and other tasks essential to the success of the coming event.
- c) It is the responsibility of the Renter and the "Single Point of Contact" to participate in required pre-event meetings with a LOOM representative and only the Renter, single point of contact and/or event planner should be present as well as no children under the age of 16.
- d) LOOM will not be held responsible for any event related issues resulting from the Renter neglecting their stated planning responsibilities.

LOOM Planning Assistance:

- a. While considering the venue, sample floorplans will be provided to Renter.
- b. Prior to the event, a LOOM representative will work with Renter to produce a more detailed plan to assist with day of event furniture placement, decorating, etc.
- c. If Renter or single point of contact requires more than 2 space plan revisions or assisted visits to LOOM to review layout or event details, an hourly fee will be charged for additional time spent by LOOM representatives for additional assistance via email, phone calls or texts.
- d. LOOM does not provide supplemental event planning, catering or photography services however, a list of recommendations will be provided upon request.

Door Access:

- a) Detailed instructions for acquiring and installing the VizPin door access app will be sent to Renter by LOOM.
- b) VizPin smartphone access must be set up and confirmed one week prior to the event.
- c) Door access requests with less than 2 days' notice, or reset of access necessary due to misuse by user, will result in a service charge.
- d) Should Renter require an emergency visit by a LOOM representative in order to access the building (due to Renter/user error or unpreparedness), half of the initial deposit, \$50 will be retained.

Additional and Outside Rentals:

- a) Black table linens are available for rent and we have various sizes to cover all tables.
- b) Mobile room dividers (pipe & drape), photography equipment, audio equipment and other items are also available for rent.
- c) A complete inventory of furnishings and equipment is available upon request.
- d) Respect of property, space and hours of operation are expected of outside vendors.
- e) Renter is responsible for acquiring all outside vendor documentation and is responsible for the care of rented items.
- f) Outside vendors must deliver and pick up all items during the paid rental timeframe. LOOM will not accept or sign for outside rental items. No storage will be provided for outside rental items.

Promotions, Photography and Copyright:

- a) Should LOOM be assisting with supplemental promotion of an event, promotional instructions will be provided.
- b) It is imperative that LOOM receives and approves all requested graphics and communications at least 30 days prior to the event.
- c) No promotional materials should be distributed prior to LOOM's approval, completion of contract and submission of deposit.
- d) We are happy to provide LOOM images and logos for promotional needs upon request.
- e) We reserve the right to take pictures at events and use them for marketing and promotional purposes.

4. SPACE USE GUIDELINES:

Changes to Space Usage:

- a) Facility usage type, spaces utilized, age and number of attendees and activities will be as indicated by Renter on this contract.
- b) Should changes need to be made regarding any of these factors (such as a mingling event becoming formal dining), Renter must alert LOOM immediately for approval.

- c) A supplemental event information form may be required, and changes must be made prior to the billing date.
- d) Should space be used in a manner contrary to the original or supplemental contract, additional space rentals may be required and additional charges will apply.

Event Facility Access and Use:

- a) Access during rental time-frame is only granted for the contracted event space(s) and supportive facilities.
- b) Activities are limited to the contracted event spaces, restrooms, and porch areas of the building.
- c) The adjacent catering areas and small meeting rooms are not included unless indicated in this contract.
- d) Should it be found that Renter has utilized an unreserved area, an hourly fee for those areas will be charged.
- e) Use of the facility by individuals under the age of 16 requires parental supervision for the duration of any function for which the Renter is renting the facility.
- f) No children are allowed in either building during office hours, 8:00 am to 5:00 pm Monday through Friday.
- g) At no time should exterior doors be propped open (to not waste HVAC power) and only the event space exterior doors should be utilized.
- h) Any non-contracted use of equipment or energy resources will be charged back to Renter (Ex: outlets for outdoor activities)
- i) If it is found that Renter has not followed any of the above usage regulations, an appropriate fee will be charged.

Catering and approved use of space:

- a) Renter is not required to use particular caterers, however Renter may be required to submit a basic menu to LOOM for approval prior to the final pre-event meeting.
- b) The preparation or serving of strong aromatic foods is NOT ALLOWED in or on the premises. Examples include; fish, fried foods, cooked onion, odorous spices such as garlic, curry, etc.
- c) If a lingering aroma is left in the space or walls, floors, table tops or other surfaces are damaged, soiled, stained or odorous and remediation is necessary (via deodorizing, disinfecting, cleaning, etc.), this constitutes a breach of this contract.
- d) As a result of not following this policy and additional cleaning services are required to remedy the situation, the Renter agrees to pay a *minimum* fee of \$250.
- e) If any of the artwork, carpeting or upholstered furnishings retain an odor or damage due to this breach, this fee may greatly increase.
- f) Use of the spaces are available for HOLDING and serving hot and cold foods ONLY.
- g) Utensils, dishes, flatware or glasses are not available for use at the facility.
- h) The refrigerator may be used for chilling small items, however any items in the fridge that are not part of the Renters event (bottled water, food, snacks) must not be consumed by Renter or guests.
- i) No candles, open flames or heating elements are allowed within the space (accept chafing dishes/equipment used by caterers).
- j) Any damage during the rental period, or upon delivery/ pick-up / clean-up/ or resulting from any caterer's action is the responsibility of the Renter, if the caterer is not insured.
- k) The sink in the kitchen area DOES NOT have a garbage disposal. Please do not put food, straws or any other items down the sink. Use the trash can to dispose of these types of items. If the sink gets clogged or damaged due to Renter negligence and a plumber is needed to remedy the situation, it is the Renters responsibility to cover these costs.
- l) Should it be found that Renter has not followed the above usage regulations, an appropriate fee will be charged. This includes but is not limited to damage to the walls, floors, carpet, fixtures, furniture, equipment, artwork, etc.

Use of LOOM furnishings:

- a) The Renter is not to move any furniture other than rolling tables and stacking chairs.
- b) Only the furnishings and equipment agreed upon during planning discussions will be available in the space.
- c) LOOM reserves the right to remove upholstered furniture due to the nature of the event or age of the guests.
- d) Renter may not touch, move or cover any of the wall art under any circumstances.
- e) If a projection wall is needed for the event, Renter must let management know in advance.
- f) Renter is responsible for all set-up and break down beyond included furniture and rented equipment placement.
- g) Should additional furnishings from other event spaces be required, fees may be incurred.
- h) Should Renter request removal of the majority of provided furnishings from the Gallery, fees may be incurred.

Decorations: (Renter MUST adhere to the following guidelines)

- a) Only the staff of LOOM is allowed to rearrange and move any non-mobile furnishings, artwork, lighting, or soft seating.
- b) No nails, screws, staples, gummed materials or penetrating items should be used on our walls, floors or any other surfaces.
- c) Absolutely NO glitter, confetti, rice, bubbles or damaging, hard to clean décor is permitted.
- d) Nothing should be adhered or attached to the furniture, art, lighting or accessories at any time.
- e) If Renter needs to attach anything high, they must bring their own step ladder and not stand on any of the furniture.
- f) Only painter's tape may be used on surfaces (including floors) and all must be properly removed during cleanup.
- g) All décor must be removed from premises immediately after the event.
- h) No open flames or fireworks of any kind are permitted.

Parking for event:

- a) Parking is provided in our lot as well as in multiple locations throughout the immediate vicinity.
- b) Renters are responsible for informing guests of parking options, regulations and ensuring there are no unapproved uses of any parking areas such as congregating, playing music, and any previously mentioned or illegal activities of any type.
- c) If multiple events happen simultaneously, Renter will be provided with specific parking instructions for their guests.
- d) Parking priority is given to pre-existing event rentals. Late notice rentals may be asked to only utilize off-site parking options.
- e) During regular member hours (8am-5pm Mon-Fri) visitors should not park in marked "member only" parking areas.
- f) All visitors are responsible for adhering to posted parking restrictions throughout the downtown area.
- g) Parking maps can be found under "contact us" on our website.

Clean-up and Furniture Reset:

- a) A "wrap up" checklist will be provided the week of the event. This should be reviewed prior to arrival to ensure understanding of requirements for facility cleaning, and to plan for any assistance that might be needed.
- b) Prior to your event, a folder will be left onsite that will include the wrap up checklist. This must be signed AFTER the event & before leaving the premises.
- c) If applicable, a note and/or floorplan with detailed furniture reset instructions will be left for you.
- d) Regarding cleanliness, the premises must be left in the condition in which it was found at the beginning of the rental period.
- e) If Renter is unable to remove spillage or stains, LOOM retains the right to have the area/item professionally cleaned at the Renter's expense.

5. AGREEMENT

- a) Renter agrees to rent event space(s) at LOOM during the stated dates & times, in accordance with the terms of this rental contract.
- b) By signing this Rental Contract, the Renter acknowledges having read and understood the terms of this contract and acknowledges that this Rental Contract is binding both on the parties and the organizations they represent.
- c) No decrease in rental fees or similar accommodations will be made due to Renter contract review oversights.

PAYMENT INFORMATION

- A VALID CREDIT CARD IS REQUIRED TO COMPLETE RESERVATION -

If you specify another payment method to be used for deposit and final fees (below), this card will be kept on file for security purposes only. (Our payment processing system informs us whether a card is credit or debit)

CREDIT CARD INFORMATION

Credit Cardholder Name: _____ Billing Street address: _____

City: _____ State: _____ Zip: _____

CREDIT CARD number: _____ Exp Date: _____ (MM/YYYY) CVV2: _____ (# on back of card)

PAYMENT OF SECURITY DEPOSIT

I WISH TO PAY THE SECURITY DEPOSIT USING: Credit Card (above) _____ Debit Card (below) _____ Cash _____ *Check _____

Venmo _____ (profile name _____) *if paying by check, the security deposit is not finalized until the check clears.

PAYMENT OF FINAL RENTAL FEES

I WISH TO PAY THE FINAL RENTAL PAYMENT USING: Credit Card (above) _____ Debit Card (below) _____ Cash _____ *Check _____

Venmo _____ (profile name _____) *if paying by check, rental fees are not finalized until the check clears.

DEBIT CARD INFORMATION (If not using Debit Card, leave section blank.)

Debit Cardholder Name: _____ Billing Street address: _____

City: _____ State: _____ Zip: _____

DEBIT CARD number: _____ Exp Date: _____ (MM/YYYY) CVV2: _____ (# on back of card)

EVENT INFORMATION

Space Requested: GALLERY _____ CATERING EXT _____ MEETING ROOM(S) _____ EXTRA OUTDOOR SPACE _____

Today's Date: _____ I have had a virtual or in person tour of the applicable event space(s) at LOOM: Yes _____ No _____

Renter's Name: _____ Organization: _____ Email: _____

Renter's Address: _____ City: _____ State: _____ Zip: _____ Cell: _____

Event Planner/Single point of contact Name: _____ Company/Relationship: _____

Email: _____ Cell: _____ Who will be requesting Door Access? _____

EVENT DATE: _____ DAY OF WEEK: _____ Late booking fee (if applicable): _____

1. RENTAL TIME FRAME: *Start/Setup:* _____ *End/Cleanup:* _____

2. EVENT TIME FRAME: *Guests arrive:* _____ *Guests depart:* _____

EVENT DESCRIPTION: *(type of event, activities, etc.; please be specific)* _____

Will food be served? _____ Beverages? _____ *(Note deposit refund policy)* Using caterer? *If yes, Name?* _____

Maximum allowed occupancy for space(s) rented: _____ Expected number of attendees: _____ Age range of attendees: _____

Additional rentals/equipment? _____ Item(s) requested? _____

List any anticipated special facility furnishings needs: _____

Will event promotional assistance be needed? _____ If so, do you request enhanced promotional assistance (+ \$30 fee) _____

Hourly Space Rental Fee \$ _____ + additional spaces \$ _____ X _____ total hours (full, continuous rental time frame)

LOOM Notes/special event details: _____

Total Rental fee \$ _____ *(includes late booking fee, if applicable; does not include deposit, add'l rentals, promo fees or cc processing fee)*

Expected Security Deposit Refund *(minus \$50 cleaning/setup fee for events serving food; barring any damage or usage issues)* \$ _____

Final Payment Due: *(if paying by credit card, cash or Venmo, CashApp)* _____ Final Payment Date: *(*if paying by check)* _____

I authorize LOOM to charge the credit card and/or indicated payment method above in this contract according to the terms outlined above. This payment authorization is for the event described. I certify that I am an authorized user of the credit card/form of payment(s) listed, and that I will not dispute the payment with payment processor, as long as the transaction corresponds to the terms indicated in contract.

Date: _____ Name: _____ Name of Organization: _____

Signature: _____ Upon receipt, LOOM will contact Renter to confirm this contract's acceptance, correctness and may request additional information. Thank you for choosing LOOM for your upcoming Event!

For LOOM Use Only (notes): _____