



RENTAL AGREEMENT

2300 A CHEROKEE STREET
SAINT LOUIS, MO 63112
(314) 772-7723
www.phdstl.com

THIS AGREEMENT, made and entered into this _____ day of _____ 20____ by and between **phd**, hereinafter known as "Lessor" and:

NAME: _____ PHONE: _____

ADDRESS: _____

CITY, STATE, AND ZIP CODE: _____

DRIVERS LICENSE NUMBER _____ STATE: _____ D.O.B. _____

EMPLOYER _____ PHONE: _____

Herein referred to as "Lessee"

WITNESSETH THAT:

1. Lessor in consideration of the covenants made by Lessee herein, hereby leases to Lessee for use by said Lessee only that portion of phd listed below, Lessee and Lessee's guests, and only on the date/s following:

	DATE	TIME	PURPOSE	RATE	TOTAL
Gallery One					
Gallery Two					
Gallery Three					

2. **FEES:** Upon payment of a reservation fee equal to 50% of the rental fee stated above, plus a security deposit of \$200.00, Lessor agrees to permit Lessee to have use of the space described above. The reservation fee is NON -REFUNDABLE. The security deposit is refundable no later than two (2) weeks after the rental date, provided there is no damage done to facility.
3. **RESERVATION TERMS:** The security deposit, along with the reservation fee, and this signed agreement are due within ten (10) calendar days after making the reservation. The balance is due no later than fourteen (14) calendar days prior to the rental date. If the balance is not received within the allotted time, **phd** reserves the right to keep the reservation fee, lessee automatically forfeits all reservation rights, and **phd** may re-open the rental date for usage. **THERE WILL BE A \$25. SERVICE FEE CHARGED FOR ALL RETURNED CHECKS.**

4. **CANCELLATION: DEPOSITS ARE NON REFUNDABLE.** Should lessee decide to cancel the reservation, written notice should be given no less than fourteen (14) days prior to the event date. If lessee cancels an event less than fourteen (14) days prior to an event, lessee shall pay **phd** a cancellation fee equal to 100% of the amount stated in this contract. No rain checks or refunds will be given due to bad weather. Approval of this Agreement has been granted with the understanding that **phd** reserves the right to cancel this Agreement, with or without notice, and refund all monies received in the event that the facility becomes unavailable because of some physical condition. If lessee violates any of the terms or conditions of this Agreement, **phd** shall have the right to immediately terminate this Agreement without notice or refund, and **phd** may pursue all of its rights and remedies at law or in equity including without limitation the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises, or lessor's right to terminate this agreement, and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.
5. **MINIMUM AGE:** Lessee must be twenty-one (21) years of age to rent **phd** and provide proper identification (i.e. valid driver's license.) No one under eighteen (18) years of age will be permitted on the premises without a parent or guardian. Supervision of minors is the sole responsibility of the lessee. Lessee is responsible for any damages caused by guests or minors.
6. **SET UP & CLEAN UP:** Lessee will submit a set up diagram. **phd** reserves the right to modify the configuration of tables, chairs, easels, bars, coat checks and service areas. Nothing may be attached to the walls or ceiling. Minimum set up distance of two feet from all artwork is required. Food, beverages, and other objects MUST NOT be placed on gallery items such as sculpture or display cases. The Lessee is responsible for cleanup of the service area if used and removal of decorations. All trash must be bagged and deposited in the dumpster located behind the building.
7. **HOURS OF USE:** Lessee may use the space for the times stated in Section 1. of this contract. Set up time is one hour before event start time. Call for availability if additional time is needed. Guests are permitted to arrive up to fifteen (15) minutes prior to event time and remain up to thirty (30) minutes after the conclusion of the event. Allowing guests to remain longer than thirty (30) minutes past the conclusion of the event will result in a charge of double the pre-determined hourly rate. All events must end by midnight.
8. **FOOD AND ALCOHOL:** Catering and bar service is at the discretion of the lessee. Check with **phd** for available table and chair usage. Lessee may choose from **phd's** list of preferred caterers who are licensed and insured. Caterers who are not pre-approved must submit a letter of insurance. Rental prices do not include food, beverages, linens, event setup or other special services. If alcohol is served at **phd**, food must accompany it. **phd** or its employees are not responsible for food or drinks, which are delivered ahead of the scheduled activity or left at the conclusion of an event. Sale of alcoholic beverages must be in compliance with St. Louis City and Missouri State law regulating such sales. Appropriate permits and licenses for sale of alcohol must be approved and on file with **phd**. Unless approved by **phd** fourteen (14) days prior to the event, sale of alcohol is prohibited.

I INTEND TO SERVE ALCOHOL AT THIS EVENT.

I DO NOT INTEND TO SERVE ALCOHOL AT THIS EVENT.

9. **DECORATIONS:** When decorating, only freestanding decorations may be used. Nothing is to be affixed to the walls, ceiling, windows, doors, etc. Balloons must be tethered to prevent interference with the air circulation systems and alarm. Only votive candles are acceptable, including most candles contained in glasses. Use of open flame candles or taper candles is strictly prohibited. Uncooked rice, confetti, Silly String, glitter, and birdseed are not permitted inside or outside the building.

10. **ENTERTAINMENT:** All entertainment including but not limited to Disc Jockies, dancing, erotic dancers, and live music must be approved by **phd**. Set up for musicians and entertainers must be approved by **phd**. **phd** has the right to request the sound level of amplified music to be reduced. Music must end fifteen (15) minutes prior to event conclusion.
11. **SMOKING:** **phd** is a non smoking facility. Smoking is prohibited inside **phd** and limited to outside areas only.
12. **BUILDING CAPACITY:** The number of persons attending any function shall not exceed the capacity of the building as mandated by the City Fire Marshall.
13. **LEGAL:** Lessee will comply with all laws of the United States and the State of Missouri, and with all ordinances of the City of St. Louis, in its said use, and will not permit anything to be done on said premises in violation thereof. If you violate any of the terms or conditions of this Agreement, **phd** shall have the right to immediately terminate this Agreement without notice or refund, and **phd** may pursue all of its rights and remedies at law or inequity including, without limitation, the right to recover court costs and attorney fees. Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.
14. **INSURANCE:** Lessee hereby acknowledges notice that Lessor is not insured for "Host Liquor Liability" coverage. If the Lessee furnishes alcoholic beverages at the event, Lessor strongly recommends the Lessee acquire host liquor liability coverage. In any event, ****Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Lessee's said use of these premises and to indemnify and hold said Lessor harmless from and against any judgment based on any such claims.**
15. **PERSONAL PROPERTY:** Lessor assumes no responsibility whatsoever for any property placed in or on said premises by Lessee and/ or Lessee's guests and Lessor is hereby expressly released and discharged by Lessee from any and all liability for any such loss. All personal property must be removed from the premises at the conclusion of the event.
16. **RIGHT OF REFUSAL:** Any matters not covered by said rules and regulations in this agreement shall be at the discretion of **phd**, Lessor herein. **phd** is available for rent for wedding receptions, showers, banquets, meetings and other functions. **phd** reserves the right to refuse rental of this facility,
17. **ADMISSION FEES, TICKETS, DONATIONS:** -**phd** must approve the scope of all public events in advance, as well as materials being circulated. No tickets, admission charges, or donations will be allowed at **phd**, unless a written letter is submitted for **phd's** approval. It is MANDATORY that your request is submitted in writing a minimum of sixty (60) calendar days prior to your event.
18. **AMENDMENTS AND ADDITIONS:** _____

IN WITNESS whereof, **phd** as Lessor and the Lessee named above have caused this agreement to be signed the date and year first above written: _____ (Lessor)

LESSEE: I agree to the above terms and conditions. I recognize and am fully aware that **phd** is in no way liable for injuries or damages that may result from consumption of alcohol at this event.

Signed: _____ Date: _____