

# Gallery 21

Spanish Village Art Center  
Balboa Park, San Diego, CA 92101

## RENTAL AGREEMENT AND LIABILITY RELEASE FORM

Exhibiting Group Name \_\_\_\_\_  
Rental Period \_\_\_\_\_, 2010 to \_\_\_\_\_, 2010  
Title of Exhibition \_\_\_\_\_  
Primary Contact Name \_\_\_\_\_  
Primary Contact Phone \_\_\_\_\_  
Reception Date \_\_\_\_\_

**Important! Read the complete contract. Exhibitors must adhere to all rules stated herein.**

**RENTAL PERIOD:** Rental period is as stated above. You may take possession of the gallery at 6:00 a.m. on the beginning date of your rental period, and you must vacate the gallery by 5:00 p.m. on the ending date of your rental period—no exceptions. You will be contacted prior to your beginning date and given the access code for the on-site key box. Exhibit dates are not confirmed until the delivery of this Rental Agreement Contract and Deposit.

**RENTAL FEES:** Total rental fee is \$325.00. In conjunction with my acceptance of this agreement, I am submitting my check for the non-refundable deposit in the amount of \$125.00. Furthermore, I understand and agree that the balance of \$200.00 is due sixty (60) days prior to the scheduled exhibition date.

**CLEANING DEPOSIT:** A refundable cleaning deposit of \$50.00 is due when the exhibit is installed. This deposit is refundable if the kitchen and exhibition areas are left clean and undamaged.

### **WORK EXHIBITED:**

1. All work exhibited must be original, produced by the exhibitor(s) and representative of the body of work as juried. Art not of the same quality as submitted photographs will be removed from the exhibit.
2. Cards and reproduction prints may be made available for sale.
3. Artwork chosen for exhibition must be comparable to the work that was approved by the jury committee. Artwork may also include nudes as approved by the SVAC Board of Directors on 11-10-08.
4. All work sold during the duration of the show must be replaced with work of like quality.

### **EXHIBIT INSTALLATION:**

1. Two movable walls are included in the Gallery and may be used for exhibitors' display. These walls may not be removed from the Gallery. Exhibitors' work may be hung using either metal hangers or small nails.
2. The following items **ARE NOT APPROVED** for hanging: double-stick tapes, adhesives, large shank nails/bolts, expanding wall anchors. NOTE: Failure to abide by installation requirements will result in forfeiture of cleaning deposit and disqualification for future exhibits at Gallery 21.
3. All wall labels must be prepared in a professional manner; hand lettering is not acceptable.
4. Art that is placed on the floor or windowsills is done so at the risk of the exhibitor.
5. Windowsill displays must be "two-sided" to present an equally pleasing appearance from inside and outside. No frame backs, display supports, etc., are to be visible from outside.
6. Lights must be turned off each night before leaving. Failure to do so will result in a fine of ten dollars (\$10.00) per night that the lights are left on.
7. The glass poster case outside the gallery may be used for announcing current shows. Exhibitors are encouraged to install promotional posters.
8. Trash must be removed from the Gallery daily and placed in the blue Dumpster located in the back parking lot.

**RECEPTIONS:**

1. Food/drinks must be removed from the kitchen and Gallery area immediately after the reception.
2. The refrigerator may be used for the duration of the show. Any items left must be disposed of at the close of the exhibition.
3. NO ALCOHOLIC BEVERAGES may be served except at invitational receptions, when Gallery 21 is closed to the public and permission has been granted (Alcohol Beverage Control Act 23399.1).
4. If you elect to serve alcoholic beverages during your reception, a Letter of Request should be addressed to: Rebecca Yzaguirre, Cultural Services Manager, Balboa Park Management Office, San Diego, CA 92101 (619-235-1105) a minimum of 45 days prior to the date of the reception. A copy of the written request must be sent to the Gallery 21 Chairperson at Spanish Village Art Center, 1770 Village Pl., San Diego, CA 92101.

**EXHIBITOR RESPONSIBILITIES:**

1. Maintain the Gallery in a presentable, professional condition.
2. Driving on the patio is prohibited during the hours of 10:45 a.m. and 4:00 p.m. (5:00 p.m. on weekends between Memorial Day and Labor Day). A \$50.00 fine will be imposed on anyone breaking this rule.
3. Gallery 21 must remain open to the public from 11:00 to 4:00 p.m. daily—no exceptions.

**SALES/TAXES/COMMISSION:**

1. All works must be for sale unless exhibition pertains to a Cultural Outreach Program.
2. All sales must be recorded in the Gallery 21 receipt book that is provided.
3. It is the responsibility of the exhibiting group to obtain their own seller’s permit.
4. Current rate of sales tax must be collected for all works that are sold.
5. Gallery 21 is to receive a commission of twenty percent (20%) payable by check or money order at the close of the exhibit. A “Closing Form” is available in the desk in the gallery.

**CLOSE OF EXHIBIT:**

1. Remove all items from the refrigerator and clear the kitchen area of all leftover food/personal items.
2. Return all keys to the lock box at the close of the exhibit.
3. Turn in the completed “Exhibit Close-out Form,” with a check or money order made payable to Gallery 21 in the amount of 20% of all exhibit sales, to the Gallery 21 Chairperson.

After the expiration of this agreement, any artwork left in Gallery 21 will become the property of SVAC, Inc.

**RELEASE:**

In consideration for the privilege of exhibiting my artwork in Gallery 21, I hereby release and hold harmless the following listed parties for any loss or damage resulting from any cause:

- (a)Gallery 21, Spanish Village Art Center, Inc.
- (b)SVAC members and officers
- (c)Balboa Park and the San Diego Parks and Recreation Department
- (d)The City of San Diego

Exhibitor signature (Chairperson/Responsible Party)

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone \_\_\_\_\_  
Resale (Seller’s )Permit No.