**StormWater**
a non-profit arts organization

**StormWater Studios and Gallery**
413 Pendleton Street, Columbia, SC 29201

Mailing Address
PO Box 8755, Columbia SC 29202

[www.stormwaterstudios.org](https://word-edit.officeapps.live.com/we/www.stormwaterstudios.org) info@stormwaterstudios.org

**Exhibition Gallery Rental and Waiver of Liability Agreements**

**To start with, here are answers to some basic questions**

**RENTAL FEE:** $300 per week for up to two consecutive weeks. Exhibitions longer than two weeks need to be approved by the Resident Artists. Within 5 days of your accepted exhibition proposal, a refundable **$200 security deposit is due to hold your exhibition proposal**. This will be returned to you at the end of the show if all rental conditions are met.

**TO APPLY:** First, refer to the [Events calendar on this website](https://www.stormwaterstudios.org/month-view) to see what dates are currently available. Then complete the application form and acceptance of liability waiver form. You will be asked to submit examples of work you intend to exhibit. Professional quality, display, and presentation is expected. The Stormwater Studios Resident Artists jury each exhibition submission to ensure that high professional standards are maintained.

**StormWater Studios Gallery Exhibitors’ Agreement**
The following items are to be abided by for the lease of the exhibition gallery at StormWater Studios
an affiliate of the non-profit StormWater
Rental Rate: $300/week Refundable Deposit: $200

**1. Acceptable Work**
All work must be professional in nature and displayed in an appropriate manner. The Resident Artists at Stormwater Studios may request that sample works representative of the planned show be submitted for jurying by the Review Committee.
**2. Scheduling a Show**
Shows in Stormwater Studios Gallery may run for up to two consecutive weeks, with rentals starting on Tuesday morning and ending on Sunday night. An exhibition calendar is posted on the Stormwater website showing the dates when the Gallery is available. **To apply to have a show at Stormwater, click on the Rental button on the home page of the website and fill in the requested information**. Your application will be reviewed by Stormwater Resident Artists Exhibition Review Team. Each application is juried by this team to ensure that high professional standards are maintained. You will be notified of their decision within 10 days. **Upon acceptance of your application, you must submit a refundable security deposit of $200 to the Stormwater, PO Box 8755, Columbia SC 29201.** Only after your application and deposit are received will your show dates be reserved for you and added to the gallery calendar.
**3. Fees and Deposits**
The rent for the Exhibition Gallery is $300 per week. Rent must be paid to StormWater no later than the 1st of the month preceding the month when the show is scheduled. Checks should be made out to **StormWater, and mailed to StormWater, PO Box 8755, Columbia SC 29202.**

**As mentioned in Section 2 above, a separate refundable deposit of $200 is due at the time you reserve the gallery**. It will be held to secure your reservation and to ensure that the display areas are properly maintained and cleaned during the period of the exhibition. The deposit will be returned after the Exhibition Space has been inspected and approved by the Stormwater Studios Exhibition Board. All or part of the deposit will be forfeited if the artist cancels a show less than one month before the scheduled date or fails to follow the guidelines for setting up the show and maintaining the property as specified in Sections 4 and 5 below and in the Rental Application/Liability Agreement. In the rare case where, unusual damage is done to the premises, an additional repair fee may be levied.
**4. Exhibit Setup and Removal**
The exhibition space will be available for set-up beginning on Tuesday morning of the week(s) rented and must be removed by Sunday night at the show’s end.

Due to the fragile nature of the lighting system, light heads should not be moved along the track, but may be aimed, as necessary.

For safety reasons, under no circumstances should the artist’s set-up block the view of or physical access to building exits or to individual artists’ studios. This includes keeping all hallways and doors clear of display and installation materials, tables, chairs, coolers, etc. Stormwater Studios reserves the right to remove items that are in violation of this guideline but will attempt to reach the artist before items are removed.

Any labels or signs that the renter attaches to the wall **MUST** be attached using repositionable tape or labels. Ordinary adhesive labels will damage the wall when removed.

During set-up and take-down of the show, do **NOT** do any repairs to nail holes or other damage to the walls. Such repairs must be handled by our own staff and are included in the rental fee you have paid.

**5. Exhibiting Artist's Responsibilities**
The exhibiting artist/renter is responsible **for security, staffing the exhibition, and care of the exhibition and studio spaces during openings/receptions** that take place after-hours, on weekends, and at other times outside of the gallery’s regular advertised hours.

The renter is responsible for **securing the facility** during the exhibition at the end of the day, locking all doors and setting alarms. Please test the doors after you lock them, as the locks occasionally fail to “catch.”

Renter is responsible for the **removal of trash** and thorough clean-up of the gallery, kitchen, bathrooms, and grounds after any public event and at the end of the rental period.
**Waste:** Reduce and recycle your garbage. We prefer that you not use Styrofoam cups. The city’s green bins for garbage and blue bins for recyclable items are located outside on the Huger Street side of the building. Please dispose of all your waste in these bins before you leave.
**Furniture:** Please return furniture to the location where it was stored prior to the event.
**Food:** If food is served, please wipe down all tables and chairs as necessary and sweep the area clean.
**Cleanliness:** If the floors have visible debris on them, please sweep and dust floors prior to leaving. Please check the bathrooms for cleanliness and leave in the same condition in which it was left to you.
**Energy reduction:** Turn off all gallery lights when done with the space except for the lights above serving area.
**Security:** Close and lock all doors as instructed. Return key to Stormwater /Stormwater Studios staff within 3 business days. Failure to return key (if issued) will result in accruing fines. Lost key charge is $50.

The exhibitor is responsible for **her/his own advertising**. Resident Artists at Stormwater Studios maintain their own social media and advertising, and the renter’s program information may be included in this social media at the discretion of the Resident Artists.

The renter may choose to obtain **insurance coverage for her/his artwork** during their show. Insurance is not required, but Stormwater Studios is not responsible for any damage, loss, or theft.

The artist is responsible for the activities of artists, exhibitors and visitors who accompany him/her during the show and openings. Any damage to the space will be charged to the exhibiting artist/renter.

While all due care will be taken, StormWater Studios Resident Artists and building owners are not responsible for, nor will reimburse for, any damaged or missing pieces of art or other property while on display.

Items and artwork left more than 3 days after the exhibition closing date will become the property of StormWater Studios unless other arrangements are made.

StormWater Studios artists cannot sell or act as agents for the artist.

**6. Programming and Receptions**
Stormwater and its Residents Artists do not encourage the service of alcoholic beverages. However, if alcoholic refreshments are served, the renter bears full responsibility for the event and the actions of guests and is expected to comply with all S.C. laws pertaining to the service of alcohol.

Since Stormwater is a work/retail area, the reception area and other exhibition space must be cleaned (swept, mopped, and food items, coolers, and trash removed, etc.) by 10:00 a.m. the following day. If the reception guests utilize the outside patio and grounds, this area should be cleaned up as well.

Use of The Resident Artists' Studios and the unused wall space during rental events: The work of studio members will remain displayed in any unrented or unutilized exhibition areas. Individual studios will be closed during opening night receptions. Resident Artists may work in their studios but will keep their doors closed. If the exhibiting artist invites a member to have his/her studio open, this invitation must be extended to all members.

**7. Heating and Air Conditioning**
The Studios and Exhibition Space are heated/cooled by individual units. Before an event, the exhibitor
should check the thermostat and adjust to his/her comfort level.
Summer and Transition Seasons: Set cooling to 73 degrees
Winter: Set heating to 65

.**8. Contact/Emergencies**
Any problem encountered during an event should be reported to Stormwater on the next business morning – text or call StormWater Resident Artist Property Managers – David Yaghjain 803-719-6641 or Stephen Chesley 803-730-8160. If an emergency arises that needs immediate attention, call or text the above contacts.

Revised 12/23/2022

**WAIVER OF LIABILITY AGREEMENT**

The following items are to be abided by for the lease of the exhibition gallery at StormWater Studios
an affiliate of the non-profit StormWater.
Rental Rate: $300/week Refundable Deposit: $200

Stormwater, non-profit and the below-named renting party, hereinafter Lessee, hereby covenant and agree to abide by the following provisions:

**I. EXHIBITION OR EVENT DESCRIPTION**
Upon the terms and conditions contained herein and in consideration of the covenants and agreements expressed herein and of the faithful performance by the Lessee of all such covenants and agreements, Stormwater/Stormwater Studios does hereby grant unto the Lessee the right to use and occupy the Stormwater Studios Gallery for the purpose Lessee specifies in our online rental information collection form. Stormwater Studios shall consider all exhibitions and events on a first-come, first served basis. Upon agreeing to the Waiver of Liability Agreement and Stormwater Studios Exhibition Space Rental Guidelines, please submit your proposal through the Stormwater website. We will make every effort to contact you within 10 days of receiving your submission.
**II. RESERVATION OF ACCEPTED SUBMISSIONS AND SECURITY DEPOSIT**
Within 5 days of your accepted exhibition proposal, a refundable **$200 security deposit, is due to hold your exhibition proposal**. StormWater Studios shall attempt to notify the Lessee if another party requests such a date before the reservation is confirmed. The security deposit should be sent to the Stormwater, PO Box 8755, Columbia SC 29202. Your rental request cannot be processed until you return this rental and waiver of liability agreement and submit your security deposit of $200.
**III. RENTAL FEES, CANCELLATIONS, and REFUNDS**
Your rental fee is due no later than the 1st of the month preceding the month of your show. Payment should be made to Stormwater, PO Box 8755, Columbia SC 29202.

Cancellations and/or changes made to the contract must be submitted in writing to StormWater. No oral changes will be valid. If an event should be canceled more than thirty (30) days before the set-up date of the event, a refund equal to one hundred (100%) of the deposit shall be made. If an event should be canceled 2 to 4 weeks before the set-up date, a refund equal to seventy-five (75%) of the deposit shall be made. If an event should be canceled 8-13 days before the first date of the event, a refund equal to fifty (50%) of the deposit shall be made. If an event should be canceled 7 or fewer days out, no refund of the deposit shall be made.
**IV. LIABILITY INSURANCE**
If, in the determination of Stormwater, liability insurance is required (in most cases it is not), a policy satisfactory to Stormwater shall be a prerequisite to use of the leased premises. A copy of this policy shall be provided to the Stormwater no less than one month before the first day of the event. For events scheduled less than one month before the first day of the event, proof of insurance shall be a prerequisite to the making of a reservation. The policy shall be procured from an insurance company licensed to do business in the state of South Carolina [either at lessee’s discretion, from list provided by Stormwater, or exclusive provider] and shall in no case be for amounts less than $1,000,000 and shall provide Stormwater as an additional insured or co-insured party.
**V. ALCOHOL**
Any event during which a lessee wishes to serve, distribute, consume, or possess alcoholic beverages and charge customers for consumption must be through a licensed caterer permitted by accordance with local ordinance & State law. Alcohol can be served at no cost by the Lessee, but express permission is required from StormWater to do so. If alcohol is provided at no cost the Lessee is solely responsible for any and all liability that may arise.
**VI. EVENT FEES and PAYMENT**
Rental fees shall consist of gallery rental and any other fees that arise from additional items or services
required or requested. **Full payment of all fees must be received no later than the 1st of the month preceding the month of the set-up date of the event**.
**VII. OTHER CONDITIONS**
The Lessee further covenants and agrees to abide by all rules, regulations, rates, policies, conditions, and limitations of Stormwater/Stormwater Studios separately provided to the Lessee if applicable.
**VIII. UTILITIES**
StormWater shall furnish, at its expense, heat, water, lights, and air conditioning necessary for the Lessee's use during the term of this contract deemed necessary by the owner. Stormwater/Stormwater Studios shall not be held responsible for any loss or damage resulting from any lack of heat, water, lights or air conditioning due to an act of God, acts by the Lessee or its guests or the failure of equipment to operate or function properly through no fault of Stormwater/ Stormwater Studios or its agents.
**IX. UNAVAILABILITY OF PREMISES**
In any case in which the premises of Stormwater/Stormwater Studios or any premises covered by this agreement are damaged by fire, flood, or other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this contract by StormWater impossible, then the term of this contract shall end, and the Lessee shall be liable only for fees up to the time of such termination. The Lessee hereby waives and releases any claim for damages or compensation on account of such termination.
**X. RELEASE OF LIABILITY**
The Lessee agrees to save and hold harmless Stormwater/Stormwater Studios of and from any and all expenses, damages, claims, demands or liability by or to the public, employees or guests of the Lessee and all others on account of or occasioned by the negligent installation, construction, repair, alteration, maintenance or operation of any structure, device, machine, enclosure, amusement, entertainment or commodity or by any activity pertaining to this lease, or by any act or omission, negligent or otherwise of Lessee or its patrons when on or about to enter or exit the premises herein leased to Lessee.
**XI. ASSIGNABILITY**
The Lessee's rights under this lease shall not be assigned without prior written approval of the Gallery Director of Stormwater.
**XII. COLLATERAL CONTRACTS**
The Lessee shall be responsible for all other contracts, obligations, and expenditures made in connection with its use of the leased premises. By way of illustration and not limitation, these contracts may include entertainment, catering, fees, and licenses, insurance, special furnishings or decoration, staffing, etc.
**XIII. PERMITS, LICENSES, and PERMISSION**
The Lessee shall be responsible for the procurement and expenses of all licenses, permits and union and trade organization clearances required for use of the leased premises for the purpose stated. The Lessee shall also be responsible for obtaining permission of the Stormwater Gallery Manager for all events that are different from the original intended event.
**XIV. RENTAL RATES**
The Lessee agrees to pay the rental rates and charges listed herein in exchange for the use of the leased premises and any services provided. The rental rates include basic electricity (110 volt), basic utilities such as water, restroom use, use of chairs, tables, and lighting.
**XV. PARKING**
You are responsible for informing your guests and/or attendees of any parking regulations and enforcing said regulations as stated by the City of Columbia SC. Please do not block driveways and be respectful of our neighbors.
**XVI. CHECK OUT AND CLEANING GUIDELINES**
You are responsible for your own set up and clean-up. If additional cleaning is required or if premises are damaged by your use, additional charges may be assessed.

The Lessee, by agreeing to this Lease Agreement, agrees that it has read, understood, and assented to all the provisions previously recited as well as any other rules, regulations or policies separately provided. The Lessee also understands that violation of any of the previous provisions is subject to default of the Lease Agreement, fines, suspension from the facility and/or prosecution.

**I have read and agree to the above Waiver of Liability and StormWater Gallery Rental Agreements.**

**Signature:**

**Date:**

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