



228 Fayetteville Street
Raleigh, NC 27601
www.themahlerfineart.com

RENTAL AGREEMENT FOR USE OF THE MAHLER

CONTACT NAME: _____

COMPANY/ORGANIZATION NAME: _____

ADDRESS: _____

STATE: _____ ZIP: _____

PHONE: (H) _____ (W) _____ (CELL) _____

E-MAIL ADDRESS: _____

EVENT DATE: _____

EVENT TIME (INCLUDES SET-UP AND CLEAN-UP) : _____

TYPE/PURPOSE OF EVENT: _____

ANTICIPATED NUMBER IN ATTENDANCE: _____

FEES: \$ _____ per hour x _____ hours = _____

SPECIAL ARRANGEMENTS: _____

I/We have read and agree to adhere to the Terms and Conditions, Fees and Rules established by The Mahler, and which are attached to and incorporated into this agreement for the use of The Mahler for a private event.

LEASEE

DATE

Approved and Accepted by The Mahler

THE MAHLER REPRESENTATIVE

DATE

TERMS AND CONDITIONS

The Mahler is a fine art showroom located in downtown Raleigh in the historic and newly renovated Mahler Building. The Mahler is available for weddings, receptions, meetings, parties and other approved functions. Our policies help assure proper maintenance, use and enjoyment of our facilities. We request your cooperation in adhering to our usage policies to ensure the continued preservation of North Carolina's architectural heritage.

The Mahler's maximum capacity is 175 people for a stand-up event and 80 for a sit-down event.

FEES AND DEPOSITS

Hourly Rental Fee. The fee is \$150 per hour for up to 8 hours. Event rental time includes set up, the event, and clean up. There is a minimum rental of three hours required. Additional time over 8 hours is \$100.00 per hour. This rate applies only to use of The Mahler during the following times: Tues. - Fri. from 5:00 PM to 12:00 AM, Sat. from 4:00 PM to 12:00 AM, and Sun. - Mon. from 8:00 AM to 10:00 PM.

Hourly Rental Fee During Business Hours. The fee to use The Mahler during regular business hours (Tues. - Fri., 11 - 5, Sat. 12 - 4) is \$200 per hour for the first three hours and \$250 per hour for each additional hour of business closure.

Non-profit functions. The fee is \$100.00 per hour for events held after regular business hours and \$125 per hour for events held during business hours. Additional time over 6 hours is \$50.00 per hour.

Security Deposit. A deposit of \$250.00 must accompany the Contract (completed in full). The security deposit is used to reserve the space for the date of the function and cover any damage to the premises resulting from the rental up to \$250. Any damages over \$250 will be billed to the Leasee. If no damages are found after the event, the security deposit may be applied to the remaining balance for the rental or returned. Labor incurred by The Mahler to perform services otherwise the responsibility of the Leasee according to the Terms, Conditions, and Rules (attached and incorporated herein by reference) will be billed at \$50.00 per hour.

Cleaning Fee. A cleaning fee of \$100 will be applied to all events that are longer than 4 hours and/or events with over 70 people attending.

The Mahler Staff. All rental fees include a staff person from The Mahler to be present to assist with gaining access to the facilities for set-up and clean-up. The staff person will remain on the premises for the event to answer questions about The Mahler and ensure the Terms, Conditions and Rules of this contract are upheld.

Final Payment. The balance of the Rental Fee is due upon conclusion of the event. The final invoice will include the rental fee along with any additional fees resulting from damage or cleaning required after the event and the deduction of the security deposit, if applicable.

Cancellations. Cancellations must be made 4 weeks in advance for a complete refund of the security deposit. Any cancellation made 2 weeks in advance of the date of the event will forfeit ½ of the security deposit. Any cancellation made during the week of the event will forfeit the entire security deposit.

FACILITY RENTAL RULES

TO RESERVE THE MAHLER

Contact the Event Coordinator (919-896-7503), weekdays between the hours of 10:00 AM and 5:00 PM. An interview is necessary before reservations can be made. Only one event may be scheduled for any particular day.

Please be sure that The Mahler is in order after your event, and notify the Event Coordinator of your intention to leave. Others will rent this space and each party expects it to be clean and orderly. Therefore, it is important that you leave The Mahler as you find it. To help keep The Mahler in proper order, it is important that you observe the following rules.

I. SET UP AND CLEAN UP

Access. The Event Coordinator or a staff person will be available to open the facility. Please phone the Event Coordinator (896-7503) at least 4 days prior to your function to discuss time for access to The Mahler.

Loading and unloading can be done from Fayetteville Street in front of the gallery. Parking is available on the street and in the downtown parking decks. Enter the **Moore Square Deck** on Wilmington Street, between Hargett and Martin streets. Across from the deck is a tree lined walkway that leads to Fayetteville Street, directly across from The Mahler. Enter the **Alexander Square Deck** on Wilmington Street, between Morgan and Hargett streets. There is a pedestrian entrance/exit on Fayetteville Street, one block from The Mahler.

Equipment and Supplies. Our staff is not sufficient to provide support services and/or equipment for events held here. Each group must assume full responsibility for providing support services, decorating, set up and clean up. **Immediately following the function, clean up must include removing from the premises all items brought to the property. No items may be left at the property for pick up at a later time. The premises should be cleared by 12:01 AM.** Items in the refrigerator, freezer, on kitchen and pantry shelves, or on display elsewhere in The Mahler may not be used by the Lessee or the caterer under any circumstances.

All rental equipment must be delivered and picked up on the same day as your function. If you have extenuating circumstances and require an exception, you must have approval prior to the day of your function from the Event Coordinator. All rental vendors must be approved in advance by the Event Coordinator.

The Mahler staff can assist in arranging the rental of tables, chairs, utensils, dishware, etc., however The Mahler staff is not responsible for delivery or set up of this equipment and all fees for rental of such items is payable by the Lessee directly to the rental company.

Clean Up. Clean up must include wiping down kitchen countertops used during the function, removing all decorations and equipment brought to the property, and all trash. You must leave The Mahler as you found it. Please notify the Event Coordinator or The Mahler staff person prior to departing so they may do a walk through.

All trash resulting from your function must be removed from the property on the day of your function - none may be left at The Mahler. All food waste must be removed from the property at the end of the function. Lessee and/or caterer are responsible for providing trash cans & bags.

II. VENDORS

Florists. Florists must furnish their own containers for flowers and decoration. Every plant must have an underlining tray to prevent water/moisture seepage to our floors and furniture. The Leasee should so notify the Florist. All equipment, vases etc. must be removed immediately following the event by either the Leasee or the Florist.

Caterers. Caterers must have a valid caterer's license. Prior to your function, Leasee is responsible for providing the caterer with a copy of the "Terms for Caterers" included in this Contract. Caterers and/or Leasees are responsible for providing all tables, preparation tools, china, crystal, eating utensils, etc. Upon completion of your event, all items will be removed and trash removed from the premises. Any utensils, dishes, etc. in the cabinets, or on shelves in The Mahler may not be used.

III. MUSIC

Live Music. All musical instruments must be approved by the Event Coordinator in advance. Instruments used in The Mahler must be such that they can be carried in by 1 person. The combined weight for all instruments brought into The Mahler may be no more than 200 pounds.

Stereo System. The Mahler features an intergrated stereo system, featuring an iPod dock that may be used by the Leasee. The Mahler staff will assist in setting up and maintaining the stereo system.

****Due to a City Ordinance, music must stop at 11:00 PM. This ordinance is strictly enforced and cannot be extended for even one minute after 11:00 PM.****

IV. PROHIBITED ITEMS

Smoking is NOT allowed in The Mahler.

Candles are NOT allowed in The Mahler. The Mahler has a very sensitive Fire Detection system and therefore no flames of any kind are allowed inside. Decorative electric candles (that run off batteries and have no flame) are permitted.

Keg beer is NOT allowed in The Mahler

V. ALCOHOL POLICY

Alcoholic beverages are permitted; however, any and all liabilities arising from consumption on the premises are the responsibility of the Leasee. Check with ABC Board to determine if a permit is required (779-0700). At a minimum, either the host must obtain from the ABC and bring to the event a Limited Special Occasion Permit, or the caterer must have a Mixed Beverage Catering Permit. The law is different with respect to providing beer and unfortified wine (table wine, champagne), or liquor and fortified wine (e.g., brandy).

Red wine is permitted at the discretion of the gallery and requires a non-refundable fee of \$75.00

VI. WEDDINGS

Rehearsals for wedding ceremonies at The Mahler are charged at a reduced rate of \$75/hr. Whether or not you require access to The Mahler, rehearsals must be scheduled in advance with the Event Coordinator. In the event that there is a function during the time you wish to have a rehearsal, the Leasee must schedule the rehearsal so it does not conflict with previously scheduled functions. You may reach the Event Coordinator at 919-896-7503. Please leave a message on the answering machine if there is no answer.

VII. DECORATIONS

Decorations must be approved by the Event Coordinator. Refrain from attaching any items to the walls, windows, doors or woodwork unless express consent is given. **Any tables, equipment, etc. that are used must not be pushed up against the walls nor have bases or legs that may damage our floors.** We request that the number of people decorating and arranging be limited to four. Parking should be off premises with the exception of loading and unloading. All decorations are to be removed from the premises immediately following the event unless other arrangements have been made in advance. We are not responsible for decorations left on the property after everyone has departed.

Moving existing furniture is NOT permitted unless express consent has been given by the Event Coordinator and if so, furniture is to be moved by staff of The Mahler.

Birdseed, rose petals and/or bubbles may be used outside only. Rice, confetti, party string and sparklers are prohibited. Nothing may be thrown inside The Mahler. If excessive rose petals are thrown, the Leasee is responsible for sweeping and removing the remains from the front sidewalk.

Nothing may be placed, emptied or dumped into any of the planters or flowerbeds located outside of the gallery.

VIII. ARTWORK

The artwork in The Mahler, displayed or stored, shall not be moved without the express consent of the Event Coordinator. If it is necessary to move any of the existing art or furniture this must be arranged with a staff person of The Mahler and the Event Coordinator. Part of the beauty of using The Mahler as a venue for events is the uniqueness of the artwork present. The Mahler cannot guarantee a specific artist or work of art will be on display during any given event. The Mahler will make every effort to inform the Leasee of the artwork that will be on display during the date and time of the event. Please note that The Mahler does not take requests in regards to the display of art.

Respect the furniture and artwork and ask a responsible person to watch and ensure that these are treated with care. Please ask the caterer to ensure that separate waste trays are set up in The Mahler for dirty dishes and to watch to ensure that the dirty dishes are removed immediately from any furniture.

TERMS FOR CATERERS

Leasee to provide this sheet to the Caterer.

In addition to the Terms and Conditions and Facility Rental Rules for usage of The Mahler, a copy of which shall be provided by the Leasee to the Caterer, the caterer is specifically responsible for the following:

1. License. Caterer must possess a valid Caterer's license. If any beer, wine or alcoholic beverages are served, either the caterer must possess a Mixed Beverage Catering Permit or the host must purchase a Limited Special Occasion Permit.
2. Tables and Equipment. Caterer and/or Leasee are responsible for providing tables and equipment needed to service the event. Our furnishings are NOT to be used for food or drink placement unless express consent is given by the Event Coordinator and at such time all furnishings must be adequately protected against hot/cold containers.
3. Supplies. Caterer and/or Leasee is responsible for all preparation tools, china, crystal, glasses, eating utensils, napkins, table cloths, towels, cleaning materials, etc. used for the event. NO supplies in the kitchen or pantry of The Mahler may be used.
4. Smoking. Smoking is NOT permitted in The Mahler.
5. Kitchen. The Mahler provides a kitchen with a refrigerator, an oven and microwave for warming, and a dishwasher. Food may be reheated for serving. No prolonged food preparation or cooking which may cause smoke is permitted, and particularly, no frying foods in grease.
6. Spills. If food or liquids spill on furnishings, floors, or rugs, please report immediately to the Event Coordinator so that proper cleaning may be instituted as soon as possible.
7. Liabilities. All liabilities and claims that may arise against The Mahler and Mahler Building, LLC from the Caterer's usage are released under the terms of the Release and Indemnity Contract signed by the Leasee and are incorporated herein by reference.
8. Rental Equipment. Rental equipment, dishes, and utensils must be delivered and picked up the same day as the function. If other arrangements are necessary, you must obtain prior approval from the Event Coordinator at 919-896-7503. All rental vendors must be approved in advance by the Event Coordinator.
9. Dishes and Glasses. Caterer must provide sufficient people to circulate during the event to clear glasses, bottles and other trash from tables; waste trays should be provided inside.
10. Clean up. At the conclusion of the function, all tabletops and surfaces on which food or beverages have been placed must be wiped clean. Do not use polishes, waxes or sprays unless pre-authorized by The Mahler staff. The kitchen floor is to be vacuumed, and any area on the hardwood floors or carpet where food was served is to be swept and/or vacuumed.
11. Trash and Waste. **Under all circumstances, all food, food waste and trash must be removed from the property at the end of the party.**
12. Prior to departure. Check the refrigerator, oven, microwave, freezer and dishwasher for items. Please notify the Event Coordinator upon departure so a walk through may be completed.

LEASEE INFORMATION SHEET

Please submit this form to the Event Coordinator 2 weeks prior to event

Name of Leasee: _____

Phone Number: _____

Address: _____

Date of Event: _____

Anticipated number of guests: _____

Time of Day access requested: _____

Time of event (beginning to end): _____

Rental Company (contact name & phone no.):

Caterer (contact name & phone no.):

Florist (contact name & phone no.):

Cake (contact name & phone no.):

Musicians (contact name & phone no.):

Other (contact name & phone no.):

Thank you for planning your event at The Mahler and we look forward to seeing you soon!



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RELEASE AND INDEMNITY

THIS AGREEMENT made and entered into this ___ day of _____, _____, by and between The Mahler, hereinafter referred to as “The Mahler,” and _____, hereinafter referred to as the “Leasee,”

WHEREAS The Mahler Building is listed on the National Register of Historic Places and is owned by Mahler Building, LLC, and

WHEREAS Leasee has requested of the The Mahler permission to use and occupy The Mahler on the ___ day of _____, _____; and

WHEREAS under the Terms and Conditions, Fees, and Rules established by The Mahler, a copy of which are attached hereto and made a part hereof, The Mahler allows the use of The Mahler for meetings, receptions, and other gatherings sponsored by certain organizations, groups and private individuals; and

NOW THEREFORE, in consideration of said use being permitted by The Mahler on the above stated date, Leasee does herewith release The Mahler and Mahler Building, LLC of and from any liability whatsoever for bodily injury or death sustained by Leasee or by any family members, guests, or invitees of Leasee and for loss of or damage to any personal property sustained in connection with such use, and Leasee does herewith agree to indemnify and hold harmless The Mahler and Mahler Building, LLC for any and all claims or causes of action which might arise from the use of The Mahler on the date(s) and time(s) specified herein or as otherwise agreed to.

All sponsors of scheduled events at The Mahler are required to adhere to the rules established by The Mahler and to inform their guests and caterers to honor them. Leasee agrees to be responsible for any damages to the premises or to personal property located thereupon as a result of use of the same, normal wear and tear excepted.

I have read the Terms, Conditions, and Rules (attached and incorporated herein by reference) and agree to abide by them.

Leasee Date

Approved and accepted
The Mahler

By_____