

### **FACILITY RENTAL GUIDELINES**

Meetings [] Receptions [] Conferences [] Short Ceremonies [] Parties [] Weddings [] [] Classes [] Rehearsals [] Retreats [] Fashion & Photo Sessions [] Luncheons [] Social mixers [] [] Bar and Bat mitzvah's [] and More!

Contemporary Art for San Antonio dba Blue Star Contemporary Art Center is pleased to make available its galleries for use by the public. Established in a 1930's warehouse space in San Antonio's Southtown district in 1986 along the banks of the historic San Antonio River, Blue Star's goal is to create awareness in the community of the significance of contemporary art. Through our mission of supporting contemporary artists of all media, Blue Star is not a traditional banquet facility, yet provides a unique venue for special occasions. To ensure the safety of the valuable artwork within its walls and on the grounds immediately around Blue Star, and to maintain its integrity as the premiere contemporary art institution in San Antonio, the following guidelines have been established.

For a site visit, additional information or reserving a date contact: Zinnia Salcedo, Exhibitions and Program Manager, 210-227-6960 or at <a href="mailto:zinnia@bluestarart.org">zinnia@bluestarart.org</a>.

### **General Information**

The premises to be rented are known as Blue Star Contemporary Art Center, a Texas non-profit 501(c)(3) organization. Blue Star is located at 116 Blue Star, San Antonio, Texas, 78204, in the Blue Star Arts Complex, at the intersection of S. Alamo and Probandt streets. Blue Star gallery hours are Wednesday through Sunday from 12:00pm to 6:00pm. Office hours are Monday through Friday from 9:00am until 6:00pm. Please remember that this is an art gallery, not a convention or banquet facility. Attention is required to ensure that vendors and/or guests damage neither the artwork nor the facility.

Business-hour and after-hour rentals are available. Blue Star will rent its facilities for special events if such event does not conflict with planned exhibits, special installations, or education programs. Unavoidable changes in gallery layout or installations and programs may occur; however, Blue Star's staff will make every effort to coordinate the exact specifications of the event as agreed upon by the terms of this contract and the Renter. Blue Star reserves the right to cancel any event due to unavoidable changes in programming. The Renter is responsible for requesting information from Blue Star regarding how these activities may affect their event, including catering and other set-up needs. Should Blue Star necessitate the cancellation of the event, all monies, except the booking fee, paid by the Renter will be refunded in their entirety.

The Renter is permitted autonomy of program context; however, Blue Star reserves the right to reject or cancel certain types of bookings. The Renter, guests and vendors are expected to comply with established policies and procedures. Blue Star reserves the right to remove from the premises any individual or equipment that it deems might cause harm to the public, the artwork, the facilities, or Renter's guests or contractors.

Blue Star assumes no public relations responsibility for any group contracting its facilities. Blue Star assumes no responsibility for audience generation.

It must be understood that an organization, group or individual assumes full responsibility for its event. Please refer to the Indemnity and Artwork Protection sections for details.

Renter will be considered the "voice" for the event and will be held liable for any and all issues relating to the event.

#### **Alcohol**

Alcoholic beverages may be served by a Texas Alcoholic and Beverage Commission (TABC)-licensed entity or individual(s), but not sold, if all applicable laws, rules and regulations of the governmental bodies and agencies are complied with. Permits for liquor on premises must be secured by the Caterer/Renter, and a copy(ies) provided to Blue Star's Office Manager not less than two weeks prior to the event. Failure to do so is grounds for cancellation of the event. Beer kegs and margarita machines are allowed, but must be monitored by the Caterer/Renter/Contractor(s) during their use. Blue Star Contemporary Art Center requests that all bars be closed 30 minutes before the end of the event. State Law prohibits the serving of alcoholic beverages to intoxicated guests or to persons under 21 years of age. Blue Star assumes no responsibility for the serving of alcoholic beverages.

#### **Artwork Protection**

No decoration, food/beverage, or other equipment may be placed closer than five feet from any artwork. Every effort will be made by Renter/Contractors/Caterer to protect all of the artwork in and near the premises. Nothing will be attached to or placed upon artwork or gallery walls. Renter agrees to be responsible for Blue Star's deductible (\$5,000) for theft of or damage to any artwork on display at the time of the event. Refer to Decorations/Special Effects for further information.

## Catering/Entertainment/Vendors

All arrangements and contracts for catering, vendors, entertainment, etc., must be made by the Renter based on direction from Blue Star. Blue Star will provide to Renter a List of Approved Caterers whose members are familiar with the facility. All vendors including caterers MUST provide a certificate of insurance with the minimum of coverage as noted: 1) Workers Compensation, 2) General liability, including product liability and full liquor liability (as applicable), and 3) at least \$2,000,000 limit of coverage. Blue Star, its officers, employees, agents and directors, as well as Blue Star Arts Complex, should be named as additionally insured.

All costs associated with catering and presentation will be paid for by the Renter. Whether a Preferred or a Non-Preferred Caterer, the Caterer will be required to sign a copy of either the Preferred or Non-preferred Catering Contract at time of booking the event (unless the necessary documents are already on file). In the event that Caterer/Contractor deviates from or fails to adhere to agreed-upon arrangements and Blue Star policies, Renter may lose any or all of its security deposit (\$500), and Caterers/Contractors may immediately be removed from the List of Approved Caterers and refused future access. Last minute requests and changes cannot be guaranteed. Preferred and Non-Preferred Caterers are required to provide a clean copy of a company or individual credit card two weeks prior to the event. Blue Star reserves the right to approve all contract services, including but not limited to, Caterers, Valets, Florists, Lighting and AV companies, Photographers and Entertainers. Blue Star assumes no liability for loss or theft resulting from third party services.

Blue Star is located in the mixed-use Blue Star Arts Complex; other galleries, businesses and residential apartments share the Complex. All music and entertainment will be turned down no later than 10:30pm, but can be played until 12:00am, if no other tenants are inconvenienced. Blue Star reserves the right to control the location and amplification of music and to specify an earlier time for the music to stop.

Renter must provide Blue Star with written descriptions and/or set-up diagrams of all arrangements with vendors not later than two weeks (earlier if possible) prior to the event to ensure proper staffing and approval of arrangements. No changes to final arrangements may be made to any aspect of the event with less than 72 hours (3 days) notice of event unless with the authorization of Blue Star. A distance of five feet between any artwork and catering or other equipment must be maintained.

Scheduling for set-up and take down of event, as well as deliveries, decoration arrangements, etc., are the responsibility of the Renter and must be coordinated and confirmed with Blue Star. Caterer and all affiliated vendors and third-party participants will remove ALL event decorations, equipment, tables, chairs, lighting, etc., the night of the event. No exceptions will be made without a two-week prior approval of Blue Star. Gallery activities may prohibit early set-up for certain equipment and materials. The Renter is responsible for verifying the required time needed for his/her vendors. All rented equipment contracted by the Renter will be delivered at the pre-arranged times and to the approved locations; any changes require Blue Star's approval not less than 72 hours (3 days) prior to the event. Blue Star will not provide ladders or other equipment necessary to complete

Renter's set up or decorating; Renter and/or Renter's Contractors must come prepared. All equipment must be removed from the facility immediately following the event, unless approval is given by Blue Star not less than 72 hours (3 days) prior to the event. Should Caterer/Contractor fail to remove event related items following the end of the event, an additional fee of \$100 per day will be charged to the credit card(s) on file. Blue Star is not responsible for loss of or damage to rental items.

Food and beverage are permitted in designated areas only. Caterers may use warming ovens or sterno for chafing dishes indoors; however, all cooking must take place in catering kitchen or outdoors. Caterers must supply and have available for use fire extinguishers immediately adjacent to or within fifteen feet of any open flame. Pick-up trays, ashtrays and trash cans must be provided by the Renter or Caterer and used throughout the event. Renter and Caterer are responsible for clean up of the facilities and parking lot with the assistance of clean-up staffing, if such staffing is required, and is at the discretion of Blue Star.

Deliveries are accommodated by a "loading dock" area, which leads directly into the gallery spaces. A ramp is also available for ease of set-up. Vehicles will not be indefinitely parked as to block fire safety lanes or hinder other Complex residents or deliveries.

Walkthroughs will be arranged with Blue Star staff as close to the event date as possible so there is no misunderstanding regarding arrangements and needs.

No gambling is allowed in or near the facility.

All entrances/exits must not be blocked for any reason.

### **Decorations/Special Effects**

Please reference the Artwork Protection Section for protection of artwork. Decorations are limited to table decorations and freestanding items. Other decorations, including banners or streamers may not be attached to any surface without prior approval of Blue Star. Votive cups and candles in hurricane or other glass holders are required. Birdseed, confetti, balloons, potpourri or blown bubbles are allowed; rice is strictly prohibited. Sparklers or other combustible instruments are strictly prohibited indoors, and may be permitted outdoors on a by permission basis. Blue Star will not provide ladders or other equipment necessary to complete Renter's set up or decorating; Renter and/or Renter's Contractors must come prepared.

Special effects such as smoke, lighting, etc., must be cleared by Blue Star staff prior to use. Requests may be declined based on installations and programming restrictions. **ABSOLUTELY NO ELECTRICAL MODIFICATIONS WILL BE MADE TO THE FACILITY**.

### **Dressing/Break Rooms**

Blue Star does not provide for dressing or break rooms for brides, bands, dancers, actors, or entertainers hired to perform. When no Caterer is utilized, the kitchen preparation area may be utilized for this purpose with permission. Certain restrictions may apply; please discuss your needs with our on-site coordinator.

#### Fees/Deposits/Refunds

Refer to the attached Fee Schedule outlining various spaces and fees.

### **Indemnity**

Renter and all affiliated vendors/contractors/third-party participants are required to waive, release, discharge and forever hold harmless Blue Star Contemporary Art Center, its employees, directors and partners from and against any and all claims, demands and liabilities to third parties, including but not limited to, liability arising from any losses, liabilities, claims, demands, damages, suits or expenses incurred or which may be incurred as a result of the rental of the facilities, except to the extent of any injury or damage caused indirectly or directly by the negligence or gross negligence of Blue Star. Renter may be liable for bodily injury or property damage to third parties; thus, it is suggested that the Renter purchase independent general liability insurance.

### **Parking and Access**

Blue Star leases its space in the mixed-use Blue Star Arts Complex. Thus, parking must be shared with other galleries, businesses and apartment residents, and the number of available spaces is not guaranteed. Two accessible entrances are available: one on S. Alamo Street, directly across from the Pioneer Flour Mills, and one on Probandt Street, directly across from La Tuna Grill. Parking is available along adjacent residential streets and is at the vehicle owner's own risk.

#### **Photography**

Photography is permitted, except where restrictions apply. No artwork may be rearranged, nor will the photographer obstruct viewing of the artwork by other visitors. Direct or indirect personal injury or damage to the artwork or to the facilities will be the photographer's responsibility. All photographic equipment must be kept at least five feet from all exhibition material. Blue Star will not be responsible for loss of or damage to equipment left without photographer's supervision. Photographs taken are for private use of the photographer (as approved by Blue Star) and will not be reproduced, published, televised, lent or contracted for use of or sold without first obtaining express permission from Blue Star. Photography for other purposes (bridal portraits, film production, etc.) that requires special arrangements must receive prior approval from Blue Star staff. A separate contract for photography outside of event date is available.

### **Printed/Written Matter**

All media coverage and publicity must be approved PRIOR to scheduling such coverage. For legal, accuracy and reporting purposes, please submit a written copy of any and all materials describing your event before such materials are printed. Any printed matter (brochures, posters, invitations, PSA's, etc.) prepared in conjunction with the event must site *Blue Star Contemporary Art Center* when identifying or referring to the facility. Renter may request Blue Star's logo for a one-time use (all inclusive) in such matter. Blue Star will inform Renter if additional verbiage is required in printed matter in consideration of our supporters/lenders of artwork or other contractual obligations.

### **Reservations and Confirmations**

Blue Star will "hold" a date on its calendar for two weeks for a non-refundable, transferable fee of \$50. Reservations are not confirmed until Blue Star has received a fully executed Facility Rental Agreement, accompanied by one-half of the applicable fees as outlined on the Facility Rental Agreement. As long as contract negotiations are in progress, booking fee will be honored. Dates are transferable, as is the booking fee, provided the new date creates no conflict with Blue Star's schedule. Should Renter elect not to use/rent Blue Star, Renter will forfeit the booking fee. Blue Star accepts all major credit cards, corporate or personal checks, money orders, cashier's checks or cash. Receipts will be provided upon request. Checks should be made out to Blue Star Contemporary Art Center. Cancellation of an event not less than one month before the event will result in the return of one-half of the fees paid to date by Renter plus the security deposit.

### **Security**

One SAPD officer is required per 100 guests. SAPD officers are utilized, and a \$35 per hour fee will be assessed to the Renter based on the needs of each event. Officers will be present 30 minutes prior to the event's start time, and will remain 30 minutes after the conclusion of the event. Should unexpected emergencies arise and to ensure everyone's safety, all guests will be expected to fully cooperate with the officers. Blue Star staff will make arrangements for security.

Blue Star provides event staff person(s) available throughout the event to handle emergency and unexpected situations. Two staff members are required for 250 or more guests. Staff person(s) will introduce themselves to the Renter for communication throughout the event. Coordination with the SAPD officer(s) will be required, and all vendors and guests will be expected to fully cooperate with the officers.

Blue Star is a smoke-free facility.

All entrances/exits must not be blocked for any reason.

## **Blue Star Contacts**

Zinnia Salcedo, Exhibitions & Program Manager 210-227-6960 x 208 zinnia@bluestarart.org

Karen Branson, Office Manager/Executive Assistant 210-227-6960 x 201 karen@bluestarart.org



## **FEE SCHEDULE**

Main Gallery (3,127 sq. feet) / Middle Gallery (561 sq. feet) / Project Space (975 sq. feet)

Capacity: 600 standing in combined galleries (indoors only)

SPACES / EQUIPMENT AVAILABLE	FEE
Entire Gallery (4 hours of event time & 2 hours for both set-up and tear down time) Includes Main Gallery, Middle Gallery, Project Space, Gallery 4 & Promenade Monday-Friday, 3:00pm – 1:00am Weekends 12:00pm – 1:00am	\$1,000 per 100 people
Middle Gallery (4 hours of event time & 2 hours for both set-up and tear down time)  Monday-Friday, 9:00am – 6:00pm  Weekends 12:00pm – 1:00am	\$400 25 people
Project Space (4 hours of event time & 2 hours for both set-up and tear down time)  Monday-Friday, 9:00am – 6:00pm  Weekends 12:00pm – 1:00am	\$600 50 people
Booking fee (non-refundable; transferable)	\$50
Attendance Overage	\$1,000/100 people
Non-profit rate (50% off rental fee only)	
Event Staff (1 staff member required for up to 200 attendees; 2 staff members required for 200+ attendees)	\$175/1 staff; \$350/2 staff
Security Deposit	\$500
Security (San Antonio Police) 1 officer per 50-100 people for evening events; daytime events may require security SAPD on-site 30 minutes prior to event through 30 minutes after event ends	\$35 per hour per officer
Set-up / take down time (additional time)	\$75 per hour
Clean-up (if required, and at the discretion of Blue Star)	\$175 for event
Fee for un-removed items following event (SEE EQUIPMENT INSTALL/REMOVAL)	\$100 per day
Staging (8' x 4' x 32" high)	\$30 per square
Tables/Pedestals (10-6' rectangular; 5-8' rectangular)/ 6-4" high, 11 varying in size	\$ 10 each
Chairs, Black Metal (30 chairs)	\$3 each
1) AV Package items listed below (single only; more than 1 of available items is additional cost)	\$350
2) Separate items LCD Projector (3) Slide Projector Podium Microphone (2 wireless available) Drop-down Screen (80" x 145") Portable Screen (60" x 72") DVD Players (2)	\$100 each \$60 \$25 \$75 each \$50 \$50 \$50 each
AV Technician(s) (minimum of 3 hours)	\$20/hour per Technician
Personalized tours of exhibitions by Education staff	\$50 per tour
Rehearsals/Short Ceremonies/Photography Sessions (including set-up/take down)	\$100 per hour

\*All fees and rates are in effect at the time of contract signing and are subject to change.

Fee due two weeks prior to scheduled session



### **Facility Rental User Agreement**

Renter, as identified below, has read Blue Star Contemporary Art Center's Facility Rental Guidelines and agrees to comply with these requirements.

Failure to submit signed contract and pay booking fee to hold reservation will result in loss of reservation. Failure to pay fees as established at time of booking will result in forfeiture one-half of the fees paid to date. Cancellation of an event not less than one month before the event will result in the return of one-half of the fees paid to date by Renter plus the security deposit.

### **PLEASE PRINT**

Renter Name:		
Address:		
City:	State:	Zip:
Phone:	Cell:	Fax:
Email:		
Renter Signature:		Date:
Event Coordinator:		
Address:		
City:	State:	Zip:
Phone:	Cell:	Fax:
Email:		
Coordinator Signature:		Date:
	Event Specifics	
	<u>Lvent opecinos</u>	
Space(s) Rented:		
Event:		
Date:		
Event Time:		
# of Attendees:		
Details of Event (includes Caterer, Ve	endors, Entertainment, Special Request	s. etc.: USF ANOTHER PAGE IF
NECESSARY:	ondoro, Entondammont, oposiam roquest	



## **Facility Rental User Agreement (continued)**

FEES			
Item	Description/Itemization	Fee	
Rental Fee (space(s) rented)	•		
Booking Fee	Required; non-refundable	\$50	
Attendance Overage			
Non-Profit Rate	50% off Rental Fee		
Event Staff			
Security Deposit	Required; refundable	\$500	
Security Officers			
Set-up / take down time (additional)			
Clean-up			
Un-removed Items Fee			
Staging			
Tables			
Chairs			
AV Package / Separate Items			
AV Technician(s)			
Personalized Tour(s)			
Rehearsals/Ceremonies/Photo Sessions			
TOTAL FEES			

Blue Star accepts all major credit cards, corporate or personal checks, money orders, casher's check or cash.

PAYMENT SCHEDULE				
Payment	Due Date	Method	Date Received	Amount
Booking Fee	w/signed contract			
One-half Rental Fee	w/signed contract			
Security Deposit	w/signed contract			
Payment				
Payment				

## **Credit Card/Information**

## PLEASE PRINT

Card Number:			
Exp. Date:	Security Code:		
Name on Card:			
Address:			
City:	State:	Zip:	
Phone #:	Cell:	Fax:	
Email:			



### LIST OF APPROVED CATERERS

Absolutely Everything Catering Diane Cortez 3915 San Pedro San Antonio, Texas 78212 210-735-6500 (phone) 210-735-5808 (fax)

Website: www.absolutelyeverythingcatering.com

Black Tie Affairs Catering Roger S. Ojeda 1515 Rogers Avenue San Antonio, Texas 78209 210-226-9881 (phone) 210-226-9883

Email: <a href="mailto:sales@btacatering.com">sales@btacatering.com</a>
Website: <a href="mailto:www.btacatering.com">www.btacatering.com</a>

Catering by Nick Nick Garza 1715 N. Trinity San Antonio, Texas 78201 210-737-0000 (phone)

Email: <u>info@cateringbynick.com</u>
Website: <u>www.cateringbynick.com</u>

Don Strange Di-Anna Arias 1551 Bandera Road San Antonio, Texas 78228 210-434-2331 (phone) 210-434-5300 (fax)

Email: <u>di-anna@donstrange.com</u> Website: <u>www.donstrange.com</u>

The Family Feast Abby Kurth 19141 Stone Oak Parkway, Suite 504 San Antonio, Texas 78258 210-495-3663 (phone) 210-495-3664 (fax)

Email: <a href="mailto:abby@thefamilyfeast.com">abby@thefamilyfeast.com</a> Website: <a href="mailto:www.thefamilyfeast.com">www.thefamilyfeast.com</a>

Fresh Horizons Catering Caryn Hasslocher or Stacy 2020 Broadway San Antonio, Texas 78215 210-226-5919 (phone) 210-226-1800 (fax)

Email: <u>info@freshhorizons.com</u> Website: <u>www.freshhorizons.com</u> Grady's BBQ Sandy Griffin 5005 West Avenue San Antonio, Texas 78213 210-732-3571, 343-8010 (phone) 210-828-7210 (fax)

Email: <a href="mailto:catering@gradysbbq.com">catering@gradysbbq.com</a>
Website: <a href="mailto:www.gradysbbq.com">www.gradysbbq.com</a>

HEB Central Market Gabriel 4821 Broadway San Antonio, Texas 78209 210-368-8686 (phone) Email: s1916z@heb.com

Lisa Brooks Catering Dawn Brooks 5917 Broadway San Antonio, Texas 78209 210-824-7900 (phone) 210-Email: Website:

Barbara Mauldin Catering Barbara Mauldin 1026 W. Magnolia San Antonio, Texas 78201 210-366-2079 (phone) 210-410-5875 (phone) Email: barbmauldin@yahoo.com

Page Barteau Catering Mike Barteau 2332 N. St. Mary's San Antonio, Texas 78212 210-821-5371 (phone) 210-733-9901 (fax)

Email: mike@pagebarteaucatering.com Website: www.pagebarteaucatering.com

Panchito's Mexican Restaurant (West Avenue) James A. Gonzaba 12403 West Avenue San Antonio, Texas 78216 210-342-4040 (phone) 210-342-4041

Email: reservations@westavepanchitos.com
Website: www.westavepanchitos.com

## **LIST OF APPROVED CATERERS (continued)**

RK Group Priscilla Kent or Zenadia 1220 E. Commerce San Antonio, Texas 78205 210-223-2680 (phone) 210-223-9950 (fax)

Email: <a href="mailto:pkent@therkgroup.com">pkent@therkgroup.com</a>
Website: <a href="mailto:www.therkgroup.com">www.therkgroup.com</a>

Spice of Life Catering Mike Bomberg 11319 West Avenue San Antonio, Texas 78213 210-366-1220 (phone) 210-366-1339 (fax)

Email: sales@spiceoflifesa.com Website: www.spiceoflifesa.com



## **CATERER'S AGREEMENT**

This agreement is between Contemporary Art for San Antonio dba Blue Star Contemporary Art Center (Blue Star), a Texas non-profit 501(c)(3) organization, and (Catering Company as identified below). Blue Star and Caterer recite, agree and act as follows:

- As a <u>preferred</u> caterer of Blue Star Contemporary Art Center, the Catering Vendor will pay 6% of catering bill, prior to tax and gratuity, to Blue Star Contemporary Art Center.
- As a <u>non-preferred</u> caterer of Blue Star Contemporary Art Center, the Catering Vendor will pay 10% of catering bill, prior to tax and gratuity, to Blue Star Contemporary Art Center.
- Caterer will be responsible for the break down, clean-up, and pick-up of all equipment immediately after the
  end of the event. No exceptions. Caterer will be charged extra fee of \$175 for removal of equipment if not
  done at the end of the event. (Credit card number will be on record). Blue Star is not responsible for loss of
  or damages to equipment.
- Caterer will provide, prepare and serve all food and drinks at the Event and sweep and clean the Premises
  and pick up cans, cups and trash in the parking lot between the Premises and the San Antonio River
  immediately after the Event. The caterer and assistants shall have access to the Premises after 2 pm on the
  day of the Event.
- Alcoholic beverages may be served at the Premises if all applicable laws, rules and regulations of the
  governmental bodies and agencies are complied with. Caterer shall be solely responsible for obtaining,
  serving and removing alcoholic beverages. Caterer must fax a TABC license (if applicable) and copy of
  Insurance 72 hours prior to event (if not sooner, and if not already on file).

Caterer Name:					
Address:					
Contact:					
Phone:			Cell:		
After Hours:			Fax:		
Insurance Certificate on File:	Yes	No	TABC License on File:	Yes	No
Credit Card:				Exp. Date:	
Name on Card:				Security Code:	
Print Name:					
Title:					
Signature:			Date	ž.	

Please send reimbursement check and a copy of the bill to:

Blue Star Contemporary Art Center ATTN: Karen Branson 116 Blue Star San Antonio, Texas 78204 210-227-6960 x 201 210-229-9412 (fax)

Email: karen@bluestarart.org



Date	
To Whom It May Concern at T.A.B.	C.:
Center's sole involvement in the every permission to serve alcohol provide	(Caterer or TABC-licensed entity) has permission to I at Blue Star Contemporary Art Center on (event date). The Renter who has contracted for the event is Blue Star Contemporary Art ent is that of renting the facilities to the Renter. Blue Star grants d that the Server is in accordance with Blue Star's guidelines, the laws es of Texas Alcoholic Beverage Commission.
PLEASE REMEMBER:	
<ul> <li>State law prohibits the serv</li> <li>Anyone who serves a drink the state tort law for the act</li> <li>Shots may not be served / or</li> </ul>	ice of alcoholic beverages to an intoxicated guest.  ing of alcoholic beverages to persons under the age of 21.  to an intoxicated person or minor can be held personally liable under s of an intoxicated individual.  offered at Blue Star Contemporary Art Center.  t Center requests that all bars be closed 30 minutes before the end of
Blue Star	Server
Authorized Representative:	Authorized Representative:
Printed Name & Title	Printed Name & Title
Date	Date



## **COMMERCIAL FILM / PHOTOGRAPHY SESSION AGREEMENT**

Blue Star requires the agreement of the Renter/Photographer/Production Company to strictly adhere to the following guidelines to ensure the safety of the artwork and to minimize inconvenience to gallery visitors. Refer to the Fee Schedule for certain related fees that may apply to a particular session.

- Photography is permitted, except where restrictions apply. Restrictions may be imposed by organizations whose exhibitions we rent, at the specific request of an artist or by other contractual obligations.
- No artwork may be rearranged, nor will the Renter/Photographer/Production Company obstruct viewing of the artwork by other
  visitors. Depending upon the needs of each session and exhibition or program restrictions, Renter/Photographer/Production
  Company may be offered a time frame other than their initial request.
- Direct or indirect personal injury or damage to the artwork or to the facilities will be the Renter's/Photographer's/Production Company's responsibility.
- All photographic equipment must be kept at least five (5) feet from all exhibition material.
- Blue Star will not be responsible for loss of or damage to equipment left without Renter's/Photographer's/ Production Company's supervision.
- Photographs taken are for private use of the Renter/Photographer/Production Company (as approved by Blue Star) and will
  not be reproduced, published, televised, lent or contracted for use of or sold without first obtaining express permission from
  Blue Star. Photography for other purposes (bridal portraits, film production, etc.) that require special arrangements must
  receive prior approval from Blue Star.
- Hours for any given session must be agreed to and fully adhered to by both parties.
- Blue Star allows permission to film within the gallery and on the promenade immediately in front of the gallery only, as Blue Star is a tenant of the Blue Star Arts Complex. Photography requested elsewhere in the Blue Star Arts Complex is not the responsibility of Blue Star, and must be arranged through the permission of the Complex Manager by calling 210-225-6742. If such filming is to occur, Blue Star requires the Renter/Photographer/Production Company to inform Blue Star so that no misunderstandings occur. Renters/Photographers/Production Companies must acknowledge and respect the parking lot adjacent to Blue Star belongs to all tenants; special arrangements for the use of the parking lot must be made through the Complex Manager, and additional fees may be assigned. No entrances/handicapped access ramps shall be blocked for any reason.
- Blue Star reserves the right to examine, review and approve all photos prior to publication.
- Blue Star requires site credit, to read as follows: "Courtesy of Blue Star Contemporary Art Center."
- All Renters/Photographers/Production Company personnel must work directly with the Exhibitions and Program Manager at all times
- All vehicles, equipment, sets, etc., must be removed from the gallery at a mutually agreed-upon time, unless permission is
  obtained to leave the equipment.
- Renter/Photographer/Production Company and all affiliated vendors/contractors/third-party participants are required to waive, release, discharge and forever hold harmless Blue Star Contemporary Art Center, its employees, directors and partners from and against any and all claims, demands and liabilities to third parties, including but not limited to, liability arising from any losses, liabilities, claims, demands, damages, suits or expenses incurred or which may be incurred as a result of the rental/use of the facilities, except to the extent of any injury or damage caused indirectly or directly by the negligence or gross negligence of Blue Star. Renter/Photographer/Production Company may also be liable for bodily injury or property damage to third parties. A copy of a Certificate of Insurance which covers General, Automobile and Equipment liability as necessary with \$1,000,000 minimum coverage is required prior to receiving permission for a Film/Photography session.
- Prior to receiving permission for a Film/Photography session, the Renter/Photographer/Production Company must submit the
  following for consideration by Blue Star: Summary of production which includes production dates, special considerations,
  description of scene to be filmed, script for the scene, and a distribution summary that details proposed use of film or
  photographs.
- Payments may be made by check, money order or major credit cards. Checks and money orders should be made out to Blue Star Contemporary Art Center.

Renter/Photographer/Production Company	Printed Name/T	itle of Representative/N	lain Contact	
Address	City	State	Zip	

# **COMMERCIAL FILM / PHOTOGRAPHY SESSION AGREEMENT (continued)**

Phone, cell, fax numbers with area code			·
Email(s)			
Signature	_		
Blue Star Representative	_ Printe	ed Name/Title	
Usage/Restriction on file from Blue Star Arts Complex Manager	Yes	No	If yes, attach original to agreement
<u>FEES</u>			
	_	Payment Met	hod:
	_	Credit Card _	
	_	Money Order	/Check
TOTAL DUE: \$	_		