



[www.bloomgallery.es](http://www.bloomgallery.es)

## Terms and Conditions

### **Gallery Use Fee:**

- The fee charged for the usage of the Gallery is 500 euros (+ 21% IVA) per 14 days for an exhibition for up to three artists (prices for group shows of 4 or more artists, 150 € per artist) which includes set up and clean up time. Pop up events are 150 € (+ 21% IVA) per day.

### **Commission:**

The gallery charges a commission of 30% on sales for paid exhibitions. If an exhibition is without an exhibition fee (for example, as a reciprocal swap or by Gallery represented artists), the commission is 40%.

### **Deposit:**

- A deposit of 200 € is required and is due along with the signed Agreement. Pop ups are payable in full in advance. The Gallery is not considered reserved until Bloom receives the deposit. A second payment of the balance will be paid 15 days prior to the event. Payable by cash, bank transfer or credit card.
- In the event that the User needs to cancel an event, the Gallery must be given notice at least 48 hours prior to the event. Failure to give 48 hours prior notice will result in forfeiture of the deposit.

### **Cancellation:**

- Bloom reserves the right, without penalty or liability of any nature, to reschedule or cancel the date(s) confirmed in the event circumstances arise that are not anticipated at the time the confirmation is made, which would prevent the use of the facility. Prompt notice of cancellation will be given to the Renter in the event that the need for cancellation becomes apparent. In the event of cancellation, refund of deposit in full will be given.

**Set up and Clean up:**

- The Gallery will hang exhibitions at the earliest convenient time, based on other usage of the gallery. Work will be delivered by an agreed upon time, at the expense and responsibility of the user. Any alterations to the Gallery needed must be approved in advance and the User bears responsibility for restoring the gallery back to its original state.

For non-exhibition events, the User is responsible for all materials that may be needed, however, The Gallery can provide equipment for the event, such as tables and chairs if requested in advance.

- The User, their agents or guests must remove all equipment and materials they supplied and return the Gallery to a satisfactory condition at the end of the rental period.

**Reservation:**

- Applications for use of the Gallery must be approved by Bloom. Only completed applications, with signatures, will be considered for approval.

- Availability of the Gallery is on a first come, first served basis.

- Use of the Gallery for any purpose does not signify or constitute endorsement of the User or any organization to which User is affiliated, by Bloom, its staff, members or volunteers. User may not, in any way, suggest or imply that Bloom makes such an endorsement.

- Bloom reserves the right to refuse usage of the Gallery to any individual or organization.

- User, their agents and all guests are not allowed into the Gallery prior to the start time of the event without prior approval from the Gallery Manager. If approved, prior entry may require an additional fee.

- Bloom will provide to the User an on-site gallery representative to oversee the set-up of the event, the event itself and clean up by the user. This representative also has the authority to halt and disperse any event in violation of the terms as set forth in this Agreement.

**Openings/Closings:**

The renter is responsible for providing the refreshments for any openings/closings and/or any events connected with the rental. This includes cups, plates, napkins, etc. The gallery will cater with prior agreement.

**Promotional Materials:**

- Bloom will provide promotional materials, both printed and digital for the event. These are included in the cost. These include display poster, catalog, and social media posts and events. Additional catalogs and printed materials can be supplied at an agreed upon cost.

**Altering the Gallery:**

- Aside from agreed upon temporary changes, the User shall not injure, deface, change or alter the premises or any items contained within the Gallery and shall not cause or permit anything to be done that may cause damage.

**Damage to the Gallery:**

- Any damage that may occur due to the negligence or behavior of the User, an agent of the User or any of the attendees of the event (regardless of whether they were invited or not) becomes the responsibility of the User. The User also agrees that if the premises, or any items contained therein, regardless of whether the item is owned by Bloom, is damaged by any act, default or negligence by the User, an agent of the User or any of the attendees of the event, the User will pay the Gallery such sum necessary to restore or repair item to original condition. In the event the item is beyond repair, the User will pay such sum equal to the full, retail price of the item, as determined by Bloom.

**Control of the Building:**

- In allowing the use of Bloom Gallery to a User, the owners of the Gallery retains the right to control the management thereof, and to enforce all the rules for the management and operation of the same.
- Bloom, or one of its assigns, reserves the right to (1) eject any person, (2) halt any activity or (3) disperse any gathering in the Gallery it deems objectionable. Gatherings prohibited at the gallery will include but are not limited to: religious meetings or gatherings and activities of a lewd nature or activities that could be construed as a public nuisance.
- In consideration for the use of the building, the User hereby waives any and all claims, actions and causes of actions for damages against the Gallery, Bloom, its employees or volunteers, including but not limited to any damages resulting from action taken in enforcement of the rights set forth in this Agreement, relating to, or in connection with the use of the premises.

**Indemnification:**

- The User agrees to indemnify and hold Bloom Gallery, its staff, members or volunteers harmless from any and all claims, actions and causes of actions relating to, and in any way connected to, the negligence of the User, their agents or event attendees in their use of the Gallery.