

## Contract for Use of Space

### Da Vine Art Wine Education & Art

#### **General Purpose & Philosophy**

Da Vine Art is under the ownership of Soleil & Gaia, LTD, the parent company of The Wine Corner. The room is not part of The Wine Corner. This room is multi purpose space with the primary purpose being libation education (wine, spirits, beer, coffee, olive oil etc.) It is our wish to create an environment that fosters self interest in gaining knowledge at the lowest possible price.

The secondary purpose of the room is to serve as an art gallery for artists to showcase and sell their work.

The third purpose of this room is to offer it to the general public to use for meetings, film showings, sales promotion events and educational purposes.

It is to be understood that the room is not a party room. It is a place of business that offers to artists and community members a venue to sale their goods, show their art and share their knowledge. Intoxication of guests will result in artist forfeiting their right to use the room with no refund of fees.

1. **Names.** This agreement is made by Soleil & Gaia, LTD. (S&G) dba Da Vine Art (DVA) and \_\_\_\_\_ RESPONSIBLE PARTY.
2. **Definition of Use of Space.** The space is located at the Pa'ia General Store Building at 149 Hana Highway Unit 3A and is named *Da Vine Art*.
3. **Space Availability.** The space is available for public use from 8:00am to 12:00 noon Monday through Saturday and from 8:00pm to 11:00pm and all day Sunday until 11:00pm. Please refer to the calendar at [www.maidavineart.com](http://www.maidavineart.com) website for space availability. To inquire about use of space not within these time frames please call 808 579.8904.
4. **What the Space Provides.**
  - State of the Art Entertainment System with Cable
  - Bar sink
  - Custodial Services
  - Wireless internet
  - Table seating that seats 12 in comfort- **no more** than 20 people in room
  - Water glasses (drinking water is not supplied)

For an additional fee:

- Use of wine glasses and catering cart (includes serving utensils)

- Toaster Oven

6. **Restrictions.** The use of Da Vine Art is subject to the following restrictions:

1. Absolutely no sale of alcoholic beverages
2. No use of the name "The Wine Corner" in any promotional materials.
3. The liability and behavior of clients are the responsibility of the person using the room.
4. Loss of the right to use the room and fees if guests (clients) are deemed intoxicated by the owners of Soleil & Gaia, LTD.
5. The parking lot of the Pa'ia General Store complex is reserved for customers of the retail shops. All guests and persons using the room must park off site.
6. Use of the Wine Corner restroom is **off limits** except for by the personal responsible for renting the room. Please tell your guest to use restroom at Live Wire or Mana Foods.

7. **Term of Agreement.** This Agreement begins on \_\_\_\_\_ and ends on \_\_\_\_\_

8. **Fees for Use of Room.**

\_\_\_\_\_ \$25.00 per hour for use of room *without* wine glasses, catering cart and toaster oven.

\_\_\_\_\_ An additional \$60.00 will be assessed for use of wine glasses, catering cart and toaster oven.

\_\_\_\_\_ \$2.00 breakage fee for each standard wine glass broken.

\_\_\_\_\_ Breakage fee for high-end wine glasses will be determined by replacement value (glasses begin a \$15.00 per glass)

\_\_\_\_\_ Before occupying Da Vine Art a valid credit card must be scanned. No charges will be placed on card unless there were damages to the room or stolen art work.

9. **Notices from Soleil & Gaia, LTD DBA Da Vine Art.** S&G will notify RESPONSIBLE PARTY of any breach of terms or conditions of this agreement in writing. RESPONSIBLE PARTY will promptly correct any breach.

10. **Reassignment of Space.** RESPONSIBLE PARTY will not assign this space to any other party or artist

11. **Indemnification.** RESPONSIBLE PARTY will indemnify S&G and hold S&G harmless from all claims and liabilities arising because of RESPONSIBLE PARTY failure to meet the terms of this agreement.

- 12. **Mediation & Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle it through mediation by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court. If the dispute goes to arbitration judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.
- 13. **Entire Agreement.** This and article titled "Contract for Use of Space," is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
- 14. **Modifications.** This agreement may be modified only by writing signed by the party against by whom such writing such modification is sought to be enforced.
- 15. **Severability.** If any court determines that any provision of this agreement is invalid or unenforceable, and invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render the provision valid and enforceable.

**Dated:** \_\_\_\_\_

**Name of Business:** Soleil & Gaia, LTD. dba Da Vine Art  
a corporation.

By: \_\_\_\_\_

Printed Name: Gregory L. Brown  
Title: President  
Address: PO Box 790029, Pa'ia HI 96779

By: \_\_\_\_\_

Printed Name: Susun M. White  
Title: Secretary/Treasurer  
Address: PO Box 790029, Pa'ia HI 96779

**RESPONSIBLE PARTY**

Signature of RESPONSIBLE PARTY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Da Vine Art Use Agreement

Soleil & Gaia, Ltd  
Da Vine Art  
Wine Education & Art  
PO BOX 790029  
Pa'ia, HI. 96779  
(808) 579-8904

Phone: \_\_\_\_\_  
\_\_\_\_\_