

SoMa Gallery Reservation Request Form

Homeowner Name: _____ SoMa Address: _____
Email Address: _____ Phone Nos: _____
Alternate Contact: _____ Phone Nos.: _____
Reservation Date: _____ Starting: _____ am/pm Ending: _____ am/pm
Proposed Use: _____ Number of Guests: _____

I hereby acknowledge that I have read and that I agree to abide by the **Gallery Rules** set forth below. I further agree that (a) I will promptly pay upon demand to the SoMa Development Homeowners Association (the "HA") the cost of any damage to the Gallery building and HA property located therein suffered at the time of, and in any way connected with, this reservation and (b) the HA is authorized to add to my monthly assessment, as a special assessment, the amount of any such cost not promptly paid.

(Must be signed by a SoMa Homeowner)

SoMa Homeowner's SoMa address

Dated: _____

Gallery Rules

1. The Gallery is for the exclusive use of SoMa Homeowners and their guests and such use is subject to rules promulgated by the HA Board.
2. Reservations of the Gallery must be made in advance, are on a first come, first served basis and must be made pursuant to a completed and signed Gallery Reservation Form submitted to P.J. Morgan Real Estate.
3. Only SoMa Homeowners are permitted to reserve the Gallery. The Homeowner *must be present* in the Gallery during the activity for which the reservation is made. The Board reserves the right to refuse the reservation request of any Homeowner, based on the activity or use proposed or a past violation of the Gallery Rules by that Homeowner.
4. A nonrefundable fee of \$100.00 and a refundable damage deposit of \$250 must be paid at the time a reservation is made.
5. The Gallery is available for use from 10:00 a.m. to 10:00 p.m. Sunday through Thursday, and to 12:00 midnight on Friday and Saturday.
6. No noxious, offensive or illegal activities shall be carried on anywhere within or around the Gallery, including activities creating an annoyance or nuisance to SoMa residents.
7. At least one (1) adult (21 years of age or older) must be present for every ten (10) minors (under 21 years of age) at any private party.
8. Prohibited activities: (a) Political gatherings, including fundraisers, candidate forums, receptions and work sessions of every description; (b) Retail or commercial activities, including all public or quasi-public activities held for the purpose of soliciting business; and (c) Live music, shows and performances.
9. Smoking in the Gallery is strictly prohibited.

10. DO NOT tape or affix anything to the walls of the Gallery, other than by Command Wall Hooks, available at Walmart and other outlets. Do not tape or affix anything to the artwork!

11. Water will permanently warp and damage the Gallery's solid oak flooring. Wipe up IMMEDIATELY any food or drink spills or standing water. DO NOT drag tables, chairs or other equipment across the floor.

12. Do not place or leave trash bags or other refuse directly on the wood floor. Any trash left in the Gallery after an event must be left in one of the Gallery's hard plastic trash bins, lined with a trash bag.

13. The Homeowner reserving the Gallery shall, at his/her sole cost and expense, procure any and all permits, certificates, licenses or other authorizations required for the intended use.

14. Any personal property or equipment brought to the Gallery in connection with a reservation is the responsibility of the Homeowner. The HA is not responsible for lost, damaged or stolen property. Please check with your insurance company regarding coverage of your personal property and any rental equipment.

15. The legal and responsible consumption of alcoholic beverages is permitted in the Gallery, but the Homeowner assumes any and all liability in any way resulting from the consumption of alcohol on or around the premises. Please check with your insurance company regarding liability coverage in connection with the serving of alcohol.

16. No kegs. No pets.

17. The Homeowner reserving the Gallery shall be responsible for any damage to the Gallery building or HA property contained therein including art work, and shall reimburse the HA for the cost of repairs or replacements. The HA reserves the right to select the vendors to make any necessary repairs or replacements and will invoice the Homeowner for the cost thereof. Payment shall be due immediately upon receipt of the invoice and to the extent such invoice is not paid the amount thereof shall be added to the Homeowner's monthly assessment as a special assessment.

18. The Homeowner must obtain the keys to the Gallery from the offices of P.J. Morgan Real Estate and is responsible for the return of the keys to P.J. Morgan Real Estate. The Homeowner is responsible for the removal from the Gallery of all of his/her personal property and for locking BOTH Gallery doors upon conclusion of the event. The Homeowner is responsible for any and all damage to the Gallery and its contents resulting from a failure to lock the Gallery doors.

16. In the event of an emergency, or if you have any questions about the proper use of the Gallery, please contact P.J. Morgan Real Estate at 402.397.7775 or after regular hours at 402.449-0466.

Submit this form along with checks made payable to:

Soma HOA
7801 Wakeley Plaza
Omaha, NE 68114
Office 402.397.7775
Facsimile 402.397.6065
www.pjmorgan.com

(Form revised March 8, 2022)