



TEXAN VENUE RENTAL AGREEMENT

This Venue Rental Agreement (hereinafter "Agreement") is entered into this _____ made by and between The Texan in Athens, Texas, located in Henderson County, Texas, hereinafter referred to as "The Texan", acting by and through its Representative at The Texan, 209 E. Tyler St, Athens, TX 75751, and _____ hereinafter referred to as "Renter."

1. Reservations and Deposits:

Reservations for The Texan are accepted on a first-come, first-served basis only, with constraints upon **availability, time and nature of rental.**

- a. There is a maximum advanced booking of three hundred and sixty-five (365) days from current date.
- b. A signed rental agreement and rental deposit are required to reserve a date.
- c. Event date is not confirmed until the Renter has received a copy of the rental Agreement and a receipt of deposits from The Texan.
- d. The balance of the rental fee and the damage deposit are due sixty (60) days in advance of the rental date.
- e. When booking a date within fifty-nine (59) days, the full amount of rental fee and damage deposit shall be due at the time of booking. If the remaining balance is not received at this time, the reservation shall be cancelled and made available for lease.
- f. A damage deposit of \$375 is required unless the event qualifies as a public use event. (See page 13.) The damage deposit shall be returned within thirty (30) days after the Renter's event less any charges for damage, or other costs incurred by The Texan due to failure on Renter's part to abide by the policies stated herein including alcohol and food policies. If any damage or theft occurs to The Texan's property, the Renter shall be responsible for the entire amount even if it exceeds \$375. (See Damage Deposit and Security Policies on page four (4.))

Renter Initials _____

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2. Rental Times and Pricing:

Rental prices to be charged and the period(s) of time covered for the purpose stated shall be:

SATURDAY RENTALS	
Rental Fee (ten-hour maximum occupancy) OR	\$1500
Hourly Event (five-hour minimum)	\$180 per hour
Refundable Damage Deposit	\$375
Security Fee	\$30 (per officer, per hour)
Additional Event Hours	\$100 advance / \$125 day of event
Additional Pre-Event Hours	\$50 advance / \$75 day of event
Cleaning Fee	\$150

*** includes New Year's Eve**

FRIDAY RENTALS	
Rental Fee (ten-hour maximum occupancy) OR	\$1200
Hourly Event (five-hour minimum)	\$180 per hour
Refundable Damage Deposit	\$375
Security Fee	\$30 (per officer, per hour)
Additional Event Hours	\$100 advance / \$125 day of event
Additional Pre-Event Hours	\$50 advance / \$75 day of event
Cleaning Fee	\$150

SUNDAY RENTALS	
Rental Fee (ten-hour maximum occupancy) OR	\$1200
Hourly Event (three-hour minimum)	\$180 per hour

*Refundable Damage Deposit, Security Fee, Additional Event Hours, Additional Pre-Event Hours, and Cleaning Fee are **ALL** the same as Friday Rentals

*** Renter seeking to secure the venue for the three- hour minimum cannot book facilities any
any sooner than 90 days in advance**

MONDAY – THURSDAY RENTALS	
Rental Fee (ten-hour maximum occupancy) OR	\$900
Hourly Event (three-hour minimum)	\$135 per hour
Refundable Damage Deposit	\$375
Security Fee	\$30 (per officer, per hour)
Additional Event Hours	\$100 advance / \$125 day of event
Additional Pre-Event Hours	\$50 advance / \$75 day of event
Cleaning Fee	\$150

Renter Initials _____

Date of Event: _____ Event Name: _____

Between the hours of _____ AM/PM and _____ AM/PM ****hours MUST end by 1:00AM**

Total number of event hours: _____ Event times: _____

Rental Fee \$ _____ Total \$ _____

Utility fee \$ _____ Total \$ _____
(Public use event)

Damage Deposit \$ _____ Total \$ _____

Adt'l Event Hours \$ _____ Total \$ _____

Adt'l Pre-Event Hours \$ _____ Total \$ _____

Cleaning Fee \$ _____ Tax 8.25% _____ Total \$ _____

TOTAL FEES DUE: \$ _____

(50% Rental Deposit Due at Booking): \$ _____

(Remaining Amount Due 60 days Prior to Event): \$ _____

(Security Fee Due at Beginning of Event): \$ _____

Name of Renter (print): _____

Signature of Renter: _____ Date: _____

Signature of Texan Representative: _____ Date: _____

Contact information:

Primary Contact: _____ Cell Phone: _____

Primary Contact Email: _____

Secondary Contact: _____ Cell Phone: _____

Secondary Contact Email: _____

The Texan observes the following holidays and shall be closed:

New Year's Day, Good Friday, Easter, Independence Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day

Renter Initials _____

- a. All rental time periods include vendor set-up and clean up time. For example, if the Renter rents The Texan for ten (10) hours, the Renter needs to plan on one/two hours of set-up time and one hour of clean up time within that time slot. Consult rate table on page two (2) for more information.
- b. In order to prepare for the Renter's event, The Texan staff needs all preparation time possible. Please do not interfere with The Texan's staff by showing up early. The Renter's cooperation is critical and much appreciated.

Rental prices include all of the following:

- Use of the entire facility including: The Texan's main area, mezzanine, stage, lobby and restrooms.
- The Texan's capacity is:
 - **Theater Seating:**
 - Maximum Seating: 387 + 66 mezzanine seats = **TOTAL: 453**
 - Recommended Seating: 345 + 66 mezzanine seats = **TOTAL: 411**
 - **Banquet Seating:**
 - **Round Tables:**
 - With full stage set up: 120 + 66 mezzanine seats = **TOTAL: 186**
 - Without stage set up: 200 + 66 mezzanine seats = **TOTAL: 266**
 - **Linear Tables:**
 - With full stage set up: 190 + 66 mezzanine seats = **TOTAL: 256**
 - Without stage set up: 250 + 66 mezzanine seats = **TOTAL: 316**
 - Connected with no stage set up: 312 + 66 mezzanine seats = **TOTAL: 378**
 - ❖ Standard banquet chairs included;
 - ❖ Mezzanine cocktail tables and barstools included;
 - ❖ Tables and linens to be procured by renter.
- Free parking in the lot behind The Texan, unless otherwise directed by The Texan Representative.

3. Cancellation Policy:

- a. Any Renter who cancels fourteen (14) or fewer days after making a reservation for an event shall be refunded all deposit fees in full.
- b. Any Renter who cancels fifteen (15) or more days after booking an event date shall forfeit deposit fees.
- c. Any Renter who cancels fifty-nine (59) or fewer days prior to rental date shall forfeit all rental fees.
- d. The Texan Representative may cancel this Agreement upon written notice to Renter in the event Renter or applicant has failed to provide any requested information or has provided false or misleading information contained herein or contained in the application and acknowledgement forms relating to said Agreement.
- e. The Texan Representative may cancel this Agreement upon written notice to Renter in the event Renter defaults on its obligation of payment, or Renter fails to perform any term, condition, or covenant stated herein and, in the application, and acknowledgement forms made a part of this Agreement, or in the event any violation occurs of any provision, applicable law, ordinance, rule or regulation.
- f. The Texan Representative reserves the right to cancel this Agreement in the event that The Texan is needed for use as an emergency shelter. Renter shall vacate the premises pursuant to this section, when in the sole discretion of The Texan Representative such action is necessary to use The Texan as an emergency shelter, or to protect the public health, safety, or welfare, or to enforce the terms hereof; or in the event of a health emergency of other public calamity.

4. Damage Deposit Policy:

- a. All rentals include a \$375 (or \$150 if event is considered public use) damage deposit payable sixty (60) days in advance of rental date.
- b. The damage deposit shall be used by The Texan to replace or pay for any property of The Texan which is damaged or destroyed by Renter or any participants at the event sponsored by the Renter.
 - i. Should there be no damages to property the full deposit shall be refunded to the Renter within thirty (30) days after the event.
 - ii. Should damages be determined, the deposit may be held at the discretion of The Texan for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements.
 - iii. Should damages be at a higher cost than the collected deposit, the Renter shall be invoiced for the additional charges, due within ten (10) days after receipt of notification.

- c. The full damage deposit, or any portion thereof may be retained to cover any excessive or unusual cleanup resulting from the rental.
- d. The damage deposit may be retained in full if the Renter does not disclose that a band or DJ shall be hired for the event.

5. Security Policy:

- a. Security shall be required on all events where alcohol is served or sold.
- b. Security is also required for large events of one hundred and fifty (200) guests or more, whether alcohol is served or not.
- c. At the time of the Renter's final booking fees, if a band or DJ is to be hired, The Texan must be notified of the band or DJ name. At that point, security shall be arranged. The number of Uniformed Police Officers shall be determined based upon the following criteria:
 - i. Nature of the activity.
 - ii. Length of time activity is scheduled.
 - iii. Number of expected participants.
- d. Uniformed Officers are obtained by The Texan but are procured by Renter via payment of full security fee directly to the officer(s) at the beginning of the event. Payment for Security must be in the form of cash or a personal check. Failure to provide full payment necessary to officer(s) on duty shall result in the event being cancelled and shut down immediately.
- e. Uniformed Officers shall be on duty thirty (30) minutes prior to the start of the event, during the event, and thirty (30) minutes after the event.

6. Catering Services:

The Texan reserves the right to approve a Concessionaire for any event held on The Texan's property. Renters of The Texan shall not provide any concessions nor rent or lease any concession space or booth space to any other vendor on the property for the purpose of selling food or concession items on the property or in The Texan without expressed written consent of The Texan.

- a. If Renter intends to provide food as part of an event at The Texan, Renter shall immediately notify The Texan Representative of such fact and Renter shall be responsible for contacting the Northeast Texas Public Health District or successor regarding whether or not appropriate food service permits are required for the type of proposed activity. If food service permits are required, Renter shall obtain such permits from the Northeast Texas Public Health District. *Permitting is not required for private events.*

- b. Catering shall only be provided by pre-approved Texan vendors. The Texan shall provide a list of all current pre-approved vendors upon request.

7. Bar Tending and Alcohol Services:

- a. Renter agrees to not sell, nor suffer or permit the sale, of alcoholic beverages in or upon The Texan unless the Renter has received written approval from The Texan Representative. Written approval from The Texan Representative may only be granted if Renter has ensured all required permits and licenses have been obtained through the appropriate authority, i.e.: Texas Alcoholic Beverage Commission. (TABC)
- b. Written approval from The Texan Representative shall be required to authorize Host-Provided alcohol.
 - i. Host-Provided alcohol is NOT BYOB; guests CAN NOT bring alcohol onto property.
 - ii. Host-Provided alcohol is to be served, not sold, at private functions.
 - iii. Renters serving Host-Provided alcohol MUST hire a TABC certified bartender and provide the Texan Representative with a copy of the bartender's current TABC bartender certificate prior to event.
- c. Host-Provided events are limited to:
 - i. wedding receptions
 - ii. family reunions/parties
 - iii. company parties or similar events
 - iv. fundraisers
 - v. or other pre-approved Host-Provided event
- d. The Texan staff, and/or Security, shall be responsible for ensuring that only the Host-Provider is allowed to bring alcohol to The Texan prior to the event.
- e. No alcohol may be served to minors.
- f. Alcohol service for all events must conclude thirty (30) minutes prior to the end of scheduled event regardless of prepaid overtime.
- g. The Texan, and/or Security, reserves the right to end alcohol service and/or the event at any time, for any reason, if The Texan staff, and/or Security determines that behavior and/or alcohol consumption threatens the safety of event goers and/or The Texan.

8. Liability:

Renter agrees to indemnify, hold harmless and defend The Texan, the City of Athens, agents and employees from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs, occasioned by the renter's occupancy or use of the premises and/or activities conducted in connection with or incidental to this lease and arising out of or resulting from the intentional acts or negligence of renter, its officers, agents or employees, including all such causes of action based on common, constitutional, or statutory law, or based upon the negligent or intentional acts or omissions of Renter, its officers, agents, employees, or visitors.

- a. Renter further agrees that it shall at all times exercise reasonable precautions for the safety of its officers, agents, employees, customers, and visitors, as well as their property, while in or on the premises. It is expressly understood and agreed that The Texan shall not be liable or responsible for the negligence of Renter, its agents, servants, employees, customers, and visitors provided, however, that nothing herein shall be construed to create a duty owed by Renter to third persons where no such duty exists by law.
- b. Further, The Texan assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects which may now exist or which may hereafter arise upon the premises, any and all such defects being expressly waived by Renter.
- c. Provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Renter or any of its members, agents, employees, customers, or visitors.
- d. It is further agreed with respect to the above indemnity, that The Texan and Renter shall provide the other prompt and timely notice of any event covered which is any way directly or indirectly, contingently or otherwise, affects or might affect the Renter or The Texan, and The Texan shall have the right to compromise and defend the same to the extent of its own interests. Provided, however, that nothing in this lease shall be construed as obligating the Renter to indemnify The Texan for the negligence or actions of The Texan, its agents, servants or employees, or third parties over whom renter has no right of control.

9. Law Compliance:

Renter shall comply with all laws, including but not limited to:

- a. the Federal government;
- b. the State of Texas;
- c. all ordinances of the City of Athens;
- d. all rules and regulations of the Police and Fire Department of Athens, Texas;
- e. all rules and regulations of the staff/Security of The Texan that have authority over the premises.
- f. If Police (other than those acting as Security) are called, guests shall be required to leave, and NO damage deposit shall be returned.

10. Permits, Licenses and Taxes:

Renter shall obtain and pay for all necessary permits, licenses, and taxes used in connection with events held here within.

- a. Renter shall not permit anything to be done on the premises during the period of this Agreement in violation of any such laws, ordinances, rules or regulations.
- b. If any violation occurs, Renter must immediately cease and/or correct such violation or choose to vacate the premises.

11. Insurance:

During the term of this Agreement, Renter, being named as certificate holder, shall procure and maintain insurance coverage with a company authorized to do business in the State of Texas to the satisfaction of The Texan Representative. Insurance required by this Agreement for The Texan shall be primary and not contributing with any other insurance available to The Texan.

- a. Renter further agrees with respect to the following; The Texan shall:
 - I. Be named as certificate holder, as its interest may appear.
 - II. Be provided with 30 days advance notice, in writing, of cancellation or material change
- b. The Renter agrees the insurance requirements herein as well as The Texan’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Renter under this Agreement.
- c. At least thirty (30) days prior to the commencement of the rental agreement, Renter shall provide The Texan with evidence of the following coverages: a minimum amount of \$1,000,000 general coverage per occurrence; \$50,000 damage to The Texan; \$5,000 medical expenses, and liquor liability coverage if Renter is serving Host-Provided alcohol.

- d. Appropriate Certificates of Insurance evidencing such coverage shall be provided to The Texan Representative prior to any commencement of Renter's operations.
- e. In the event a policy or certificate is not provided; the event shall be canceled without refund of deposit or rental.

12. The Texan Property:

- a. The Texan is a non-smoking building, including the use of electronic cigarettes.
- b. Use of The Texan's garage door must have prior approval by the Texan Representative.
- c. Renter may request to use Poster Display cases for posters advertising their event at the discretion of the Texan Representative and if poster placement does not conflict with the advertising schedule of Texan events. All poster designs must be approved by Texan Representative prior to posting.
- d. No animals unless licensed service animals; proof required. Emotional support animals are not classified as a service animal.
- e. Various table and chair layouts are available and must be agreed upon between the Renter and The Texan two (2) weeks prior to the event. Otherwise, a layout shall be provided by The Texan.
- f. In the event that Renter needs additional furnishings, such property shall be provided or rented at the Renter's expense. The Texan is not in any manner, responsible for any property personally leased by the Renter.
- g. Chairs included with rental are to be set up and taken down by the Renter. The Renter is responsible for stacking chairs at the end of event. Assistance will be provided by Texan staff if available.
- h. The Renter is responsible for all damage to The Texan property during the time of the Renter's usage.
- i. Renter agrees to leave The Texan in as good or better condition than which it existed prior to Renter's usage.
- j. No materials, decorative or otherwise, shall be nailed, tacked, taped, screwed or in any way physically attached to any part of The Texan without special permission from The Texan Representative.
- k. The use of fog or bubble machines, lanterns, heat-producing equipment, or other smoke-emitting materials or devices is not allowed.
- l. The use of glitter, confetti, or rice is not permitted. The use of birdseed is allowed outside of The Texan only.
- m. Candles are allowed only if they are in a container that ensures wax will not spill or placed in such a manner where wax cannot spill.
- n. The Texan is not responsible for any broken or missing decorative items brought by the Renter.

13. Clean Up:

- a. All Renters shall leave The Texan in the same condition as arriving by placing all litter in designated trash receptacles, removing all decorations, personal items, etc.
- b. Renters are responsible for cleaning up any and all areas which, as a result of use, require more than normal clean up, i.e. bathrooms and lobby.
- c. Any litter in The Texan parking lot deposited by Renter or guests attending the Renter's event must be disposed of in an approved manner.
- d. An additional fee shall be assessed to the Renter for any clean-up which is in excess of normal facility use. The excessive clean up fee shall be retained from the damage deposit. A statement of retained fees shall be furnished for the Renter upon request.
- e. The Texan reserves the right after the rental to remove from the building all personal property remaining and to store or dispose of such property. The Texan does not allow storage of items on the premises. The Texan is not liable in any way to the Renter for this action, which includes but is not limited to theft, damage, fire, etc.
- f. Prior to leaving the premises after the event, the Renter must meet with The Texan Representative on duty to complete a walk through to assure that all items are removed, damage has not occurred, and The Texan is cleaned as required by The Texan Representative. Failure to do so may result in forfeit of damage deposit.

14. Recurrent Renters:

- a. An individual or organization may book a series of recurrent events for a period of time not to exceed six (6) months. Any such bookings may be extended, upon request, at the discretion of The Texan.
- b. Fees by recurrent Renters are payable on a monthly basis, on or before the first day of the month for which the recurrent will take place.
- c. The Renter shall provide their \$375 damage deposit (or \$150 damage deposit for qualifying public use events) when booking their recurring event. The Texan will hold the damage deposit until the Renter's recurrent period of time is complete. All rules and regulations regarding the Damage Deposit Policy on pages 5 and 6 apply.
- d. Renter may choose to cancel recurrent rental of The Texan by providing the Texan Representative with a thirty (30) day written notice including the final rental date of the facility.
- e. In the event of scheduling conflicts, The Texan's activities and functions shall take priority. The Texan shall notify any recurrent Renter with a thirty (30) day notice should a scheduling conflict occur and shall fully refund any and all fees paid for said rental.
- f. Recurrent Renter further agrees and understands that it may not sublet any portion of the premises.
- g. All rules and regulations listed in this agreement are applicable to the Renter's event, depending on the type of recurrent event taking place.

15. Non-Conforming Events:

- a. Events not conforming to accepted community standards and norms shall not be permitted for use of The Texan.
- b. Any event that has been scheduled due to untrue or misleading information provided at the time of reservation shall be cancelled without refund of the damage deposit or rental fee.
- c. The Texan reserves the right at all times to control the activities of any and all employees of the Renter, and the right to remove from the premises any and all persons in violation of its Rules and Regulations. In the event of the exercise of this authority, the Renter waives any and all claims for damage against The Texan, the City of Athens and its officers and employees.

16. Consultation and Planning Services:

Although staff members of The Texan do not operate as event coordinators on the day of the event, a representative shall be on site or on call during the event to assist with any facility related issues.

17. Modification of Fees and Charges:

All fees & charges for The Texan rental are determined by The Texan and are subject to change from time to time without notification. If an agreement has already been executed by the Renter and The Texan Representative, this event will be excluded from such rate increases.

17. Broadcasting:

The Texan reserves all rights and privileges for out-going broadcasts, including but not limited to television, radio and streaming originating from The Texan during the term of this agreement.

- I. Should The Texan grant such a privilege, it has the right to require advance payment of any estimated related cost and may also require payment for said privilege in addition to rental fee.
- II. The grant of such a privilege must be in writing and obtained from The Texan in advance of broadcast date.

18. Public Use:

Use of The Texan for Public Use Events is available at a discounted rate to offer inexpensive gathering space for community groups and nonprofit organizations.

Public Use Events are defined as events intended for the sole purpose of the public’s benefit. (See *Texas Government Code for further information.*) Events must be open to the general public, free of charge, and provide a public benefit. Such events may include, but is not limited to: public seminars, workshops and/or training opportunities; public meetings and forums; political forums and gatherings, which do not involve the generation or solicitation of donations or campaign proceeds; community drives and/or campaigns.

- a. The discounted rate for Public Use Events is based on the general public receiving an equal benefit of public space use.
- b. The public use rate does not apply to events that are revenue generating or that raise funds.
- c. The event must be of use to the community and advertised as being open to the public.
- d. To qualify as a public event, the event must be open to the general public and evidence of a community announcement (i.e.: an advertisement in one or more local newspapers, social media post on a community social media outlet, etc.).
- e. The sale, service or consumption of alcohol for Public Use Events is prohibited.

Public Use Rental Pricing:

MONDAY – THURSDAY RENTALS ONLY	
Rental Fee (ten-hour maximum occupancy) OR	\$150
Hourly Event (three-hour minimum)	\$30 per hour
Utility Fee	\$50
Cleaning Fee	\$150
Refundable Damage Deposit	\$150

17. Agreement:

By signing this agreement, Renter hereby certifies that all information contained in this Agreement, the application and acknowledgement forms relating to said Agreement is true and correct, and Renter further agrees and acknowledges that all activities connected with this Agreement shall be conducted in accordance with the terms and conditions set out herein, and all applicable federal, state, and local laws.

Any Addendum approved by The Texan Representative shall have precedence over any conflicting provisions of this Agreement.

This Agreement including any application or acknowledgement made a part hereof contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

The undersigned has read and agrees to abide by the above rental policies and hereby agrees to rent The Texan.

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

IN WITNESS WHEREOF, the parties to these present have executed this Agreement in the year and day first above written.

THE TEXAN REPRESENTATIVE

RENTER

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Address (where damage deposit will be mailed): _____

Phone: _____

Renter Initials _____