

PALACE THEATER RENTAL AGREEMENT

105 S. Main Street Bryan, TX 77803



DOWNTOWN
BRYAN
— Association —

Date Requested:	
Start Time of Rental: AM/PM	End Time of Rental*: AM/PM
Start Time of Event: AM/PM	End Time of Event: AM/PM
Total Rental Time:	
Organization/Business Name:	
Name of Event:	
Event Type:	
Primary Contact Name:	
Street Address:	City: Zip:
Cell Number:	Email Address:
Secondary Contact Name:	
Street Address:	City: Zip:
Cell Number:	Email Address:

**Weekday Rentals (Monday - Thursday) must end no later than 10:00PM*

Weekend Rentals (Friday - Sunday) must end no later than 10:30PM

PALACE RENTAL FEES

REFUNDABLE SECURITY DEPOSIT	\$100	\$100
4 HOUR RENTAL	\$400	\$400
EACH ADDITIONAL HOUR	\$50x__HRS	\$
USE OF TWO (2) COOLING FANS	\$75	\$
ADDITIONAL CLEANING*	\$50	\$
TOTAL		\$

** If needed, an additional cleaning fee will be charged based on the condition of venue after the event.*

\$100 Refundable Security Deposit is required to secure rental date.

Remaining balance of _____ is due _____ (Two (2) weeks before rental date).

FACILITY USE REQUEST

Palace rental includes the following. Please select all areas/items to be used for rental:

	Palace Stage		Patio Tables & Chairs
	Backstage/Changing Rooms		Marquee
X	Bathrooms	X	Pre & Post Basic Cleaning

MARQUEE

Please note that the use of the Marquee is included in the rental cost. If requesting use of the Marquee, please fill in what you would like below.

Line 1 (22 characters including spaces):

Line 2 (22 characters including spaces):

FACILITY GUIDELINES

Please initial that you have read and agree to the following:

_____ "Start Time of Rental" begins when the doors are unlocked. "End Time of Rental" is when the doors are locked. Applicant will forfeit security deposit if set times are not honored.

_____ Primary and/or secondary contact must be present during the entirety of rental and until "End Time of Rental."

_____ Applicant will adhere to the facility's occupancy (maximum of 400 individuals at a time).

_____ Applicant must vacate the premises and restore the premise to the original condition free of all property, equipment, and supplies by the "End Time of the Rental."

_____ Garbage not placed in a trash receptacle must be bagged and placed adjacent to trash receptacles. Any garbage not put in or near a receptacle will require an additional cleaning and loss of the security deposit.

_____ All Palace property must be put back in its original location or be subject to loss of the security deposit.

_____ Applicant shall not remove any equipment from the Palace Theater. Applicant shall pay the Downtown Bryan Association (DBA) full compensation for replacement and/or repair of equipment which is damaged to put into the same condition it was in at the time of rental.

_____ Applicant is responsible for complying with any and all regulations, laws and ordinances, including but not limited to performance fees, rules, regulations, and license fees.

_____ Rental includes pre- and post-event cleanings of the Palace Theater. A \$50 fee will be charged for each additional cleaning if DBA determines that the venue was not restored to the original condition at the "End Time of the Rental."

_____ Applicant is permitted to use only the areas requested in the rental agreement.

_____ Applicant is responsible for all the actions and results of those actions whether they be intended or unintended from any individual or group regardless of whether they were contracted to do business at the facility on behalf of the applicant.

_____ Amplified sound must be turned off on weekdays (Monday - Thursday) no later than 9:30 PM and weekend rentals (Friday - Sunday) no later than 10:00 PM. No exceptions.

_____ Applicant must contact the DBA for events that would like to sell or serve alcoholic beverages.

_____ Applicant must obtain approval from the DBA for each vendor selling a product or service during the rental. Food sold at a public event is subject to Brazos County Health rules.

_____ Applicant will not post, exhibit or allow others to post or exhibit any signs, posters or advertisements on DBA property unless pre-approved by the DBA.

_____ Applicant must contract with the City of Bryan Police Department for a Security Officer(s) for events with more than **100 people** and/or for events that serve alcohol regardless of the number of guests. *Please call Louise at the Bryan Police Department (979-209-5397) to make arrangements for security. **Arrangements must be made at least two weeks prior to the event date.***

_____ \$100 security deposit must be received by DBA in order to hold rental date and the rental is not confirmed until payment is received by the DBA. The full rental payment is due **Two (2) weeks** before the event. Cancellations made in advance of 30 days prior to the event will receive a full refund (excluding the deposit). Cancellations made in advance of two weeks prior to the event will receive 50% refund (excluding the deposit).

_____ Refunds due to force majeure or inclement weather: If the event cannot be rescheduled, a 50% refund will be given (after all incurred expenses have been paid). If the event is underway and stopped early, no refund will be given.

_____ Applicant has read and received a copy of Palace Theater Site Guidelines (attached).

_____ Applicant shall indemnify, hold harmless, and defend Downtown Bryan Association, its trustees, employees, volunteers and representatives from liability or action resulting from personal injury, death, or property damage arising from the Applicants performance of this Agreement, including, but not limited to injuries and damages caused by the negligent acts or omission of Applicant, its employees, performers, agents, and/or representatives and against any and all claims or suits or causes of action of any material performed under this Agreement. Said indemnification shall include the cost of any Downtown Bryan Association Attorney's fees.

Printed Name	Signature	Date
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PALACE THEATER SITE GUIDELINES

It shall be unlawful for any person to conduct any of the following activities without the prior authorization of the Downtown Bryan Association:

1. To drive or park any vehicle in any area except in designated driving and parking areas outside the venue.
2. To possess any firearms, airguns, fireworks or explosive devices in the facility area.
3. To injure, deface, modify, destroy, sever, or remove any property.
4. To bring in, dump, deposit, or leave any glass bottles, broken glass, discarded vegetation, ashes, paper, boxes, cans, garbage, dirt, rubbish, waste, or any other trash in the facility except in designated receptacles.
5. To leave facility before all trash (see #4) is placed in receptacles as provided.
6. To launch or fly rockets, model airplanes, drones, or to propel objects such as arrows, javelins or other missiles in, at or around the facility.
7. To gamble or to participate in any games of chance.
8. To attach any rope, wire or other item to any tree, or plant in, at, or around the facility without prior authorization.
9. To dig, stake, or otherwise disturb landscaping..
10. To allow any dog or any domestic animal(s) to run off leash in the facility. Pets must be on a leash, monitored, and non disruptive to the patrons. Service animals must be clearly identified.
11. To walk or ride animals in the facility without prior authorization.

SPECIFIC CONDITIONS OF RENTAL

- **Renter** will pay fees as follows: cash, check, or credit card upon execution of the Rental Agreement, plus all required charges set forth in Renter's schedule of fees and charges for additional services, accommodations, or materials furnished to or loaned to Renter.
- No person, firm, or corporation shall use any Downtown Bryan Association property without executing a written Agreement. No verbal agreements for the use of the property shall be valid.
- **Renter** shall be permitted to use only the area(s) specified in the Rental Agreement.
- **Renter** will be completely responsible for all the actions and the result of those actions of any individual or group contracted to do business on the facility on behalf of the Renter.
- The Downtown Bryan Association shall have the right to enter all areas at any and all times during the contracted rental period.
- Downtown Bryan Association reserves the rights after the termination of the time for which the premises are leased to remove from the site all personal property remaining therein and to store or dispose of the same wherever it deems appropriate.
- The Downtown Bryan Association shall not be responsible for any loss resulting from lack of heat, air conditioning, water, or lights in the absence of negligence.
- **Renter** shall not install any wire, electrical appliances, plumbing fixtures or pipes.
- **Renter** and a Downtown Bryan Association representative will conduct a joint inspection of the area rented by the Renter prior to move-in to stipulate existing conditions. At the conclusion of the event, the **Renter** and a Downtown Bryan Association representative should jointly inspect the rented area and ascertain damage, if any, to the facility resulting from the activities of the Renter as itemized here within. The Downtown Bryan Association shall notify the **Renter** within 30 days as to the extent of damage, and will be invoiced for the cost to repair this damage.
- Users shall return the facilities in the same condition as when received. **Renter** will be responsible for cleaning up any areas, which, as a result of user's use, will require excessive clean up. Before leaving the premises after the event, **Renter** or users' agent will remove any litter deposited by users and dispose of that litter in an approved depository.
- **Renter** agrees that they will not allow said premises to be used for any illegal or immoral purposes, and that they will not do, or suffer to be done, nor about the premises any act or thing which may be a nuisance or an annoyance to occupants in the adjoining property or neighborhood.

For DBA Office Use Only:

Walkthrough Checklist at Start of Rental: _____ Palace Stage _____ Bathrooms _____ Bathroom Supplies _____ Theater Seating/Patio Seating _____ Palace Theater Perimeter _____ Trash _____ Overall Condition of Palace Theater DBA Employee Initials: _____	Walkthrough Checklist at End of Rental: _____ Palace Stage _____ Bathrooms _____ Bathroom Supplies _____ Theater Seating/Patio Seating _____ Palace Theater Perimeter _____ Trash _____ Overall Condition of Palace Theater DBA Employee Initials: _____
Additional Comments: _____ _____ _____ _____ _____ _____ _____	