



Date Requested:	Start Time of Rental:	Finish Time of Rental:
Group Name:		
Primary Contact Name:		Cell Number:
Street Address:		City, State, Zip:
Email Address:		
Secondary Contact Name:		Phone Number:
Event Type:		Start Time of Event:

PALACE THEATER RENTAL FEES

MINIMUM 4 HOUR RENTAL	\$400	\$
EACH ADDITIONAL HOUR	\$50	\$
REFUNDABLE SECURITY DEPOSIT	\$100	\$
DAY RATE (MINIMUM 8 HOURS)	\$600	\$
COOLING FAN RENTAL	\$75	\$
ADDITIONAL FAN RENTAL	\$50	\$
ALCOHOL PERMIT	\$50	\$
VENDOR PERMIT (each)	\$50	\$
TOTAL		\$

FACILITY USE REQUEST

Stage
 Changing Rooms
 Ticket Booth
 Marquee

Please note that use of the Marquee is included in the rental cost. If requesting use of 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:

_____ "Start Time of Rental" begins when the doors are unlocked. "Finish Time of Rental" is when the doors are locked. Applicant will incur additional fees if set times are not honored.

_____ Applicant is responsible for compliance with any 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.
- _____ Applicant must contact Texas Alcoholic Beverage Commission (TABC) for events that are to sell or serve alcoholic beverages and obtain permit from TABC and Downtown Bryan Association.
- _____ Applicant is permitted to use only the areas requested in the Agreement.
- _____ Applicant is completely responsible for all the actions and results of those actions of any individual or group contracted to do business on the facility on behalf of the Applicant.
- _____ Applicant must vacate the premises and remove all property, equipment and supplies by the end of scheduled rental time.
- _____ Applicant must obtain a Vendor Permit from the Downtown Bryan Association for each vendor selling a product or service during the rental and pay the appropriate fee. All food servers must also obtain a Brazos County Health Permit and post that permit on the site during the rental.
- _____ Applicant must obtain security guards at events with more than **100 guests** and/or at events that serve alcohol regardless of the number of guests present. 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.**
- _____ Applicant will not admit more than four hundred (400) persons to the facility.
- _____ Applicant will not post, exhibit or allow to be posted or exhibited any signs, posters or advertisements on Downtown Bryan Association property unless pre-approved by the Downtown Bryan Association.
- _____ Applicant shall return the facility in the same condition as when received. All garbage will be put in or near a trash receptacle. Any garbage not put in or near a receptacle will require an addition cleaning and loss of the security deposit. All Palace property must be put back in its original place or be subject to loss of the security deposit.
- _____ Deposit must be received in order to hold date. The full rental payment is due 30 days before the event. Cancellations must be made 30 days prior to the event in order to receive full refund (excluding the deposit). Cancellations made within two weeks of event will receive 50% refund (excluding the deposit).
- _____ Refunds due to weather: If the event is canceled due to weather and cannot be rescheduled, a 50% refund will be given (after all incurred expenses have been paid). If the event is stopped early due to weather, no refund will be given.
- _____ Applicant has read and received a copy of Palace Theater use 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.
- _____ Applicant must arrive no more than 15 minutes after scheduled rental time. If Applicant arrives 15 minutes or more after scheduled rental time, deposit will be forfeited.
- _____ Applicant **MUST** provide cell phone number of person who will be in charge of the event for staff at the Downtown Bryan Association to use on day of event for contact purposes.
Name & Cell Number: _____

PORT-A-COOL FAN RENTAL

_____ Renter shall not remove the equipment from the Palace Theater.

_____ Renter shall pay 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.

Printed Name

Signature

Date

FOR OFFICE USE ONLY

Date: _____ Receipt #: _____ Paid: _____ Check _____ Cash Staff Initial: _____

Pre-event Walkthrough Date: _____ Staff: _____

Notes: _____

Post-event Walkthrough Date: _____ Staff: _____

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 areas.
2. To allow any dog or any domestic animal to run at large in the facility. The pet must be on a leash and non-disruptive to the patrons.
3. To possess any firearms, airguns, fireworks or explosive devices in the facility area, unless the individual possesses a concealed handgun permit.
4. To exhibit or offer for sale any article or service in any area except those persons granted a Vendor Permit
5. To injure, deface, destroy, sever or remove any property.
6. 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.
7. To leave before all trash is placed in disposal receptacles as provided.
8. To launch or fly rockets, model airplanes, or to propel objects such as arrows, javelins or other missiles in the facility.
9. To gamble or to participate in any games of chance.
10. To attach any rope, wire or other contrivance to any tree, or plant in the facility without prior authorization.
11. To dig, stake or otherwise disturb grass areas without prior authorization.
12. To walk or ride hoofed animals in the facility without prior authorization.

SPECIFIC CONDITIONS OF RENTAL:

- **Renter** will pay fees as follows: cash or check 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 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.
- **Renter** agrees to vacate the premises and remove all property, equipment and supplies by the end of scheduled rental time.
- 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.
- **Renter** will furnish, at its expense, all utilities necessary for operation of the event and all janitorial service deemed necessary by the Downtown Bryan Association, unless other arrangements are mutually agreed upon. Downtown Bryan Association shall not be responsible for any loss resulting from lack of heat, water, or lights in the absence of negligence.
- **Renter** will not post, exhibit or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters or cards of any description, on Downtown Bryan Association property or roads leading to the facility except as authorized by the City of Bryan. All advertising materials must be pre-approved by the Downtown Bryan Association.

- **Renter** shall not admit to the premises a larger number of persons than the seating capacity thereof as agreed upon by the Executive Director of Downtown Bryan Association or her designee.
- **Renter** shall not install any wire, electrical appliances, plumbing fixtures or pipes without first securing the written consent of the City of Bryan and Downtown Bryan Association.
- **Renter** and 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 the 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** must obtain an adequate number of Certified Peace Officers.
- **Renter** must obtain a Downtown Bryan Association Event Vendor Permit for each vendor selling a product or service during the event and pay the appropriate fee, and comply with the Downtown Bryan Association Vendor Policy. All food servers must also obtain a Brazos County Health Permit and post that permit on the site during the Special Event.
- **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.