



EVENT SUMMARY

DATE: _____

CONTACT INFORMATION:

FIRST NAME	LAST NAME	PHONE #
ADDRESS	CITY	STATE
FAX #	EMAIL ADDRESS	

EVENT INFORMATION:

EVENT DATE	TYPE OF EVENT	# OF GUESTS	TIME
YES	NO	EVENT IS FOR A BUSINESS/CORPORATION: _____	
YES	NO	EVENT IS WEDDING RELATED: BRIDE: _____ GROOM: _____	
YES	NO	EVENT IS FOR A FRATERNITY, SORORITY, CLUB OR ORGANIZATION: NAME OF ORGANIZATION _____ NAME/NUMBER OF SPONSOR _____	
YES	NO	EVENT MAY BE PROMOTED/ANNOUNCED ON WEBSITE/SOCIAL MEDIA	
YES	NO	EVENT WILL INCLUDE THE SERVICE OF ALCOHOLIC BEVERAGES	
YES	NO	EVENT WILL BE USING A CATERER : _____	

RENTAL FEE	_____
FACILITY DEPOSIT FEE	_____
CLEANING FEE	_____
SECURITY SERVICE FEE	_____ (ESTIMATE ONLY FOR TWO GUARDS)
ADDITIONAL FEES	_____ (EXTRA HOURS, LINENS, ETC...)
TOTAL BALANCE	_____
LESS DEPOSIT	_____ (\$300 DEPOSIT MAY BE REFUNDABLE*)
BALANCE DUE	_____ (EXTRA FEES/SECURITY MAY APPLY)

****ALL CHECK PAYMENTS FOR THE ROOM RENTAL, CLEANING AND SECURITY WILL BE MADE TO: DOWNTOWN 301, LLC**

Christina Swanson, CMP, Venue Manager
 301 S. 2nd St Waco, TX 76712
 (P) 254-732-5288 ext. 116 ~ (F) 254-732-5287
info@downtown301eventcenter.com



RENTAL AGREEMENT

THIS AGREEMENT made and entered into by and between the management of Downtown 301, LLC, hereinafter called Lessor, and Lessee as identified in page 6 of this Agreement.

WITNESSETH:

1. **Right to Use Facility:** That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by Lessee of all such covenants and agreements, Lessor does hereby grant unto Lessee the right to use and occupy Downtown 301 Event Center hereinafter on the ____ day of _____. Lessee is to use the facility for the purposes indicated and for no other purpose without the written consent of Lessor for the terms indicated.
2. **Payment of Rental Fee:** Lessee hereby covenants and agrees to pay to Lessor the amounts specified in section 32 of this Agreement for the use of the facility, plus any additional charges for other services or equipment. Full payment of contract price, including fees for security and cleaning will be paid prior to the Function/Event. Failure to pay any sum due to Lessor prior to use of the facility will result in cancellation of the event, and Lessee will forfeit the Reservation Deposit provided upon execution of this contract.
3. **Method and Manner of Payment:** It is agreed that Lessee shall, upon execution of this Agreement, pay a Reservation Deposit of \$650 by cash, check, or credit card to Downtown 301, LLC. If Lessee, being entitled to possession hereunder, fails for any reason to take possession of or use the facility, without the written consent of Lessor, no refund shall be made and any payment(s) made to Lessor shall be taken by Lessor and the full sum called for by this Agreement, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by Lessee to Lessor. It is further agreed that the retention of any such payments made by Lessee to Lessor shall not be considered as penalty, but shall constitute liquidated damages.
4. **Facility Deposit:** Lessee acknowledges that \$300 of the reservation deposit is a refundable security deposit. Please see the "Facility Deposit Addendum" located at the end of this contract for more information regarding the Facility Deposit.
5. **Denial of Use:** Lessor reserves the right to deny use of the facility to individuals or organizations that conduct or advocate illegal activity. Lessor reserves the right to remove from the Facility any such individuals or organizations; in the event of the exercise of this authority, Lessee waives all claims for damages on that account.



6. **Removal of Objectionable Persons:** Lessor reserves the right at all times to require the ushers, gate men, ticket takers and all other employees of Lessee and the right, with its agents or servants, including its security personnel, to eject any objectionable person or persons from the facility; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against Lessor, its agents, servants and employees on account thereof, Lessee shall hire and pay the salaries of all employees required in connection with the event or attraction, with the exception of Security, which shall be handled in accordance with Section 26 of this agreement. Based upon the information provided, Lessor will determine the minimum number of security personnel required.
7. **Use of Facility:** Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the Facility herein above specifically described for the purpose and for the term aforesaid.
8. **Dispensing of Liquor:** Functions/Events that include the serving of alcoholic beverages shall be conducted under the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission. Lessor will not be responsible for intoxicated guests or any damage caused by such intoxicated guests. Lessee will be held liable and be responsible for providing transportation for all intoxicated guests. A licensed security guard is required for all events in which alcohol will be served. One security guard per 150 guests at a minimum is required for such Functions/Events. Lessor will book this for you as stated in Section 26 of this agreement, and the charge is \$40.00 dollars per hour per security guard.
9. **Interruption of Services:** Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights, or air conditioning due to the failure of any of this equipment to operate or function properly through no fault or act of Lessor.
10. **Cancellation Policy: In the event of any cancellation by Lessee of his/her reservation of the Premises for the Dates of Occupancy, such notice of cancellation MUST BE IN WRITING (via electronic or U.S. Mail) and RECEIVED by Lessor. The date of cancellation by Lessee (the “Cancellation Date”) shall be the date of actual receipt by Lessor of a written request for cancellation of the executed Rental Agreement by Lessee. Upon the Cancellation Date, the following shall apply:**
 - **IF CANCELLING MORE THAN 60 DAYS BEFORE FUNCTION/EVENT DATE:** If the Cancellation Date is more than 60 days prior to the Function/Event Date, Lessee shall receive a full refund of the Deposit and any rental, service, additional fees paid.
 - **IF CANCELLING 60 or LESS DAYS BEFORE FUNCTION/EVENT DATE:** If the Cancellation Date is 60 or less days prior to the Function/Event Date, Lessee Shall receive a refund of an amount equal to Zero Percent (0.00%), **WITH ALL OF THE AMOUNT PAID BEING WAIVED AND RELEASED TO THE LESSOR.**



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11. **Forfeiture of Rights:** Lessee and Lessee's Responsible Parties shall forfeit all rights to use the Premises and to the entire amount of the Reservation Payment in the event of any of the following: (i) Occupancy of the Premises exceeding the maximum occupancy; (ii) Any use of the Premises in violation of this Agreement; (iii) Any use of the Premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons under 21 years of age; (iv) Possession, use and/or distribution of any illegal substance; (v) Causing any damage to the Premises or adjacent properties; (vi) Acting in any manner that creates a nuisance or otherwise interferes with neighbors' right to quiet enjoyment of their property; (vii) violation of the Rules and Regulations.
 12. **Fire or Damage to Building Preventing Completion of Lease:** In case the facility is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, or other causes herein specified, shall render the fulfillment of this contract by Lessor impossible, and then the terms of this contract shall end and Lessee shall be liable to pay for use only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.
 13. **Rights of a Lessor during lease:** Lessor, through its employees and other designated representatives, shall have the right at any time to enter any portion of the Facility for any purpose whatsoever. The keys to the venue shall remain in possession of Lessor, but during periods covered by this agreement, the entrances and exits of the venue shall be locked or unlocked under the direction of Lessee in accordance with the terms of this contract and in compliance of all fire codes.
 14. **Release of Liability and Indemnity:** Lessee and Lessee's Responsible Parties acknowledge and understand that they shall be fully and solely responsible for any and all accidents, injuries, damages, claims, actions, expense and costs related to any occurrence in, on, or about the Premises to Lessee, Lessee's Responsible Parties, and/or any other person or entity. **LESSEE HEREBY WAIVES, RELEASES, AND AGREES TO FULLY DEFEND, PROTECT, INDEMNIFY, HOLD HARMLESS AND DISCHARGE THE LESSOR, AT LESSEE'S SOLE COST AND EXPENSE, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, SUITS, LIABILITIES, COSTS, EXPENSES, INCLUDING ATTORNEY'S FEES, AND ALL OTHER OBLIGATIONS ARISING OUT OF, INCIDENTAL TO, OR IN ANY WAY RESULTING FROM THE USE OF, OR ANY ACTIVITIES ON, THE PREMISES OR DOWNTOWN 301, LLC, OR ANY PORTION THEREOF, OR THE CONDITION OF THE PREMISES, OR ANY IMPROVEMENTS, FACILITIES, OR EQUIPMENT LOCATED THEREON, WHETHER OR NOT CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR PART, FROM THE SOLE, JOINT, CONCURRENT, AND/OR COMPARATIVE NEGLIGENCE OR GROSS NEGLIGENCE,**



EITHER ACTIVE OR PASSIVE, STRICT LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, OR FAULT OF ANY ONE OR MORE OF THE RELEASED PARTIES. IN ADDITION, THIS AGREEMENT TO FULLY DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS APPLIES TO ANY CLAIMS, DEMANDS OR CAUSES OF ACTION ASSERTED AGAINST LESSOR, BY ANY OF LESSEE'S MINOR CHILDREN, OR ANY MINORS WHICH ARE UNDER THE CARE OF LESSEE OR LESSEE'S RESPONSIBLE PARTIES WHILE ON THE PREMISES.

15. **Lease Occupancy of Facility:** Lessee renting the facility for Function/Event may decorate or occupy the facility at the times specified in the contract. The lease will terminate no later than 12:00 a.m. or earlier as specified by this agreement. Lessee must remove all possessions as soon as the Function/Event is over. In no case may materials or decorations be left after the conclusion of the Function/Event without prior written approval from Lessor. All food, drinks, decorations, or other articles left in the facility after the Function/Event will be deemed abandoned, and will be disposed of immediately. Lessor shall not be liable in any way to Lessee on account of so removing and disposing of such articles. For such additional period beyond the term of this Agreement that any articles of Lessee may so remain in the building, Lessor shall receive \$100 (one hundred dollars) per day as payment for moving items in and out of the venue.
16. **Obstruction of Traffic:** The sidewalks and entrances of the Facility shall not be obstructed by Lessee nor used for any other purposes than egress or regress, and Lessee will not permit any chairs, equipment, displays, or other items to be or remain in such passageways, and will keep such passageways clear at all times except as agreed to within this contract.
17. **Fire or Animal Hazards:** Lessee shall not bring or permit anyone to bring into the Facility or keep therein anything that will increase the fire hazard or the rate of insurance on the building or any property herein. Lessee shall not bring or permit any person to bring into the Facility any animals, except those used to assist individuals with disabilities, or any other property of any kind, without the consent of Lessor and shall not place or put up any decorations without the consent of Lessor. Lessor reserves the right at any time to require Lessee to remove from the venue any animals, furniture, fixtures, wiring, exhibits, or other things placed therein without the consent of Lessor.
18. **Construction and Decoration:** Lessee will not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to the exterior thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor do, nor permit to be done, anything which will damage or change the finish or appearance of the building or the furnishings thereof. Lessee is expected to perform reasonable cleanup in all areas utilized after the Function/Event. Construction or painting will not be allowed on the premises without the consent of Lessor. Lessee will pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or



anyone visiting the building upon the invitation of Lessee, including the patrons of the attraction or function for which Lessee is hereby renting the Facility herein above described. It is expressly agreed that Lessor shall determine whether it is one for which, under the terms of the Agreement, Lessee is to be held responsible.

19. **Hanging items:** Lessor must approve the method of hanging of any signs, posters or decorations prior to their hanging. Lessee is responsible for hanging all decorations and assumes all liability for any personal injuries or property damage resulting from said signs, posters, or decorations. Lessee may not hang any items from light fixtures, air conditioners, air supply ducts, return air grills or diffusers. Lessee may not obstruct or cover any exit lights or fixtures. Lessee may not plug any lighting circuit or extension into any exit, light fixture or socket unless approved in advance by Lessor. Lessee may hang items from existing hooks provided for that purpose in the ceiling.
20. **Fire and safety codes:** Lessee and the decorator or other agents hired by Lessee must comply with applicable local, state and national fire and safety codes. Lessee must not allow any open flames in the facility, unless enclosed in glass. Lessee must not bring any gasoline or other flammable substances into the facility. Decorations used by the Lessee must be of approved, flame-resistant materials.
21. **Sanctioning of Event:** The name of Downtown 301, LLC may not be used in any manner by an organization or individual as anything other than a location on invitations, notices, etc., to define the location, list as: Downtown 301 Event Center.
22. **Compliance with Laws and Ordinances:** Lessee shall comply with all laws of the United States, and of the State of Texas, all ordinances of the city of Waco, and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Waco, and will obtain and pay for all necessary permits and licenses, and will not do, or suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements and if the attention of Lessor is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the venue by said Lessee, such Lessee will immediately desist from and correct such violations. Lessee shall be responsible for any damages arising from violating these laws, ordinances, rules or requirements. Lessee further agrees that no performance, exhibition or entertainment shall be held which is in violation of any law, including state obscenity laws.
23. **Occupancy limits:** Lessee shall not admit to the facility a larger number of persons than the seating capacity for fire code thereof will accommodate, or can safely or freely move about in said area, and the decision of Lessor in this respect shall be final.
24. **Lessee's Property:** Lessor assumes no responsibility whatsoever for any property placed in the facility, and Lessor is hereby expressly released and discharged from any and all liabilities for any



loss, injury or damages to person or property that may be sustained by reason of the occupancy of the facility under this Agreement. Lessee must receive or make arrangements with a transfer company for the receipt of shipments of exhibits, equipment or other items. Lessor will not accept shipments directly unless arranged in advance. An additional charge for this service will be billed at an amount to be agreed upon between the parties in advance.

25. **Collection Expenses:** Lessee agrees to pay court costs and reasonable attorney's fees on any amount owed by Lessee under any part of this entire agreement, which is in default and may be collected by legal processes.
26. **Lessor's Presence during Events:** Lessor, or a representative approved by Lessor, shall have access to the premises during the term hereof and until the public has left the facility.
27. **Security Personnel:** All events require one security guard for the first 150 persons and two security guards for groups larger than 150 persons and an additional security guard for each 150 thereafter. Lessor will provide security for each Function/Event at a rate of **\$40 per hour per guard**, to be paid by Lessee to Lessor. Security must be in place at the start of the Function/Event, and must remain in place until the last person has exited the building after the cleaning has been completed (typically 1 hour after completion of the Function/Event). Additional security may be required at the discretion of Lessor.
28. **Smoking and controlled Substances:** Smoking or the use of controlled substances is prohibited within the facility, its restrooms and kitchen area. Individuals in violation of this City ordinance will be removed from the premises.
29. **Arrangement of Room:** The arrangement of tables and chairs will be the sole responsibility of Lessee, unless Lessor grants special permission in writing. Lessee agrees to meet with Lessor at least two weeks in advance of the Function/Event to get approval of the final arrangement of tables and chairs and other features of the facility to ensure their compliance with safety rules and regulations.
30. **Subleasing:** Lessee agrees not to lease, sublease, nor assign his right, title, or interest under this Agreement to any other person, entity, group, association or anyone else without prior written consent of Lessor.
31. **Termination of Events by 12:00 a.m.:** All events must be concluded by 12:00 a.m., and the associated cleaning, removal of equipment must be completed unless special permission is granted in writing by Lessor.



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32. **Noise Levels:** Music and general sound at dances and/or concerts must be kept within levels specified by Lessor. Events featuring live bands may not use amplification without specific prior permission from Lessor. Failure to keep music or sound within limits acceptable to Lessor may, at the sole discretion of Lessor, require immediate vacation and closure of the facility, forfeiture of all fees and denial of future requests for bookings. The decision of Lessor in this respect shall be final.
33. **Other Agreements:** Lessor and Lessee agree that this written Agreement supersedes any oral agreement that may have been made between the parties.
34. The total cost for the room for this event is _____ plus any additional fee. A \$650 deposit is required at the time of booking. \$300 is a refundable Facility Deposit, and \$350 will be applied to the final bill. **The total remaining event balance is due 2 weeks prior to the scheduled event.** Lessee is responsible for contracting and paying for any third party catering services.

IN WITNESS THEREOF, Downtown 301, LLC, acting by and through its Management, Lessor,
and _____, Lessee, have executed this Agreement on this ____ day of _____.

Lessee

Downtown 301, LLC (Lessor)



Rules, Fees, and Cleaning Guidelines

1. Downtown 301, LLC will have tables and chairs available and Lessee is responsible for arranging them per event needs. After the event, Lessee is expected to pick up all equipment and place back in storage room, pick up any garbage and place in dumpsters, sweep and spot mop floors as necessary wherever spills have occurred. Downtown 301, LLC will provide cleaning for a fee of **\$350.00**. The cleaning fee covers deep facility cleaning, bathroom cleaning and restocking, and other maintenance services. This fee is in addition to the overall rental cost. **All items left inside the facility without permission or left beyond the agreed upon period will be disposed.**
2. Contracted times include the time necessary for guest departure, removing decorations, and cleaning facility. If the event is scheduled to end at midnight, additional cleaning/event time may be purchased at \$150 per hour up to 2:00 a.m.
3. **Security is required** and Downtown 301, LLC will make the necessary arrangements for such as stated in the contract. Security must be in place at the start of the event (guest arrival), and must remain on the premises until the cleaning is complete and the doors are locked.
4. It is the sole responsibility of Lessee to adhere to federal, state, and local laws in regards to alcohol sale and/or service, as well as to provide transportation to any intoxicated guests. Lessee is encouraged to contract a licensed caterer or vendor to provide alcohol service to forgo burden of liability and consequences therein. Guests will not be allowed to leave the premises with open containers of alcohol.
5. Music volume must be kept at reasonable levels (to be determined by Downtown 301, LLC or its contracted representatives).
6. Downtown 301, LLC, must approve of any decorations attached to the building beforehand. **All candles must be enclosed in glass. The use of confetti, glitter, bubbles, or rice is strictly prohibited and will result in immediate forfeiture of security deposit.** Beware that tape, teacher's putty, or other reusable sticking material may leave residue impacting cleaning requirements, cleaning time, and deposit refund applicability.
7. Exits and accessibility ramps may NOT be blocked. All exit doors MUST remain unlocked at all times for the duration of the event.
8. Smoking is NOT allowed inside the Downtown 301 Event Center.

Failure to follow these rules, or the directions of the management of Downtown 301, LLC, in regards to the rules will result in the loss of your security deposit and/or the immediate cancellation of the Function/Event.

Signature _____ Today's Date _____



Facility Deposit Addendum:

Lessee may receive full security deposit refund of \$300, if ALL listed items are obliged and completed as they pertain to the event. The security deposit shall be forfeited and retained by Lessor if proper cleaning is not done, if the keys to the Facility are not returned, or if the Facility and/or equipment are damaged in any way. In addition, Lessor may seek all other damages against Lessee for failure to abide by the terms and conditions of this Lease, or as necessary to return Facility to full operational order.

1. Lessee shall be responsible for any and all damages to the Lessor's Facility, paved parking lot, and parking field adjacent to the Facility while using the Facility;
2. Lessee shall take out ALL trash, placing in outside dumpster (left side of building);
3. Lessee shall mop up ALL spills on floors and tables, and sweep ALL trash or broken glass during and after event;
4. Lessee shall be responsible for any spills, trash, messes left by caterer;
5. Lessee shall clean any messes made in bar service areas;
6. Lessee shall make sure ALL lights are turned off (light guide checklist included);
7. Lessee shall separate anything rented from a rental company from all Downtown 301 equipment; Lessor is not responsible for any equipment or decorations left by outside decorator; Outside decorators must remove all equipment and decorations by end of contracted time unless other provisions have been granted by Lessor;
8. Lessee shall remove all decorations brought in or hung up by the lessee or guests;
9. Lessee shall break down and return all equipment to the equipment room at the end of the event unless otherwise directed; all equipment must be properly stacked and stored in provided racks in designated areas.

I, _____, acknowledge that I have read over this addendum and agree to abide by all rules stated.

Signature _____ Date _____