

FRIENDS OF HISTORIC BRECKENRIDGE, INC. | BRECKENRIDGE, TEXAS

NATIONAL THEATRE RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between the Friends of Historic Breckenridge, Inc. ("Lessor" or "FOHB") acting through its duly authorized agent, Susan Shortes ("Agent" / "Rental Coordinator"), and _____, ("Renter") for the limited use of The National Theatre, located at 116 East Walker Street, Breckenridge, Stephens County, Texas (the "Facility") on the date(s) of _____, (the "Rental Period"). Upon Lessor's acceptance of this Agreement (the "Effective Date"), Lessor permits Renter to enter and use the Facility for the Rental Period with Renter's acceptance of the following **Terms** and **Conditions** and **Fees** per the **Fee Schedule**:

- 1) Securing the Facility for the Rental Period.
 - a. This **Agreement**, signed and initialed by the Renter, must be submitted (four [4] pages).
 - b. A **Deposit** must accompany the signed Agreement when submitted to Lessor.
 - c. The Agreement will be reviewed by the Lessor's Agent. If all information is provided, the date(s) and time(s) are available, and Deposit has been received, the Agreement will be accepted by the Lessor.
- 2) The Deposit shall be returned to Renter provided:
 - a. No loss or damage to the Facility has occurred during the Rental Period.
 - b. If self-cleaning, the Facility is restored to its original condition prior to the Rental Period.
 - c. No areas of the Facility are entered outside of the specified rental area, specifically Mike's Bar and the Auditorium. Security cameras are active in both Mike's Bar and the Auditorium.
 - d. No unauthorized access to the AV booth has occurred.
- 3) A **Rental Fee** must be paid prior to obtaining entrance to the Facility. Refer to National Theatre Fee Schedule. The Rental Fee must be paid at least one week prior to the Rental Period. A few days before the Rental Period is scheduled to begin, upon successful payment of the Rental Fee, a Key Code will be provided to Renter so Renter may access the Facility during the Rental Period only.
- 4) **Cleaning Fee**. Upon request, Lessor will make arrangements for the facility to be cleaned after the Rental Period if the Renter chooses.
- 5) Renter agrees to oversee the preparation of the Facility during the Rental Period. Renter is responsible for removing trash or debris caused by the event's activities during the Rental Period. Renter is responsible for any damage to fixtures, furnishing, stage equipment, stage draperies, stage flooring, hardware, plumbing, technical equipment, or any other damage to the Facility during the Rental Period.
- 6) Renter agrees to hold Lessor harmless and assumes liability for damages to Renter's Facility, and any injury to Renter, Renter's agents, employees, or invitees, along with any members of the public (collectively, "Related Parties") while on the premises of the Facility.
- 7) Renter indemnifies Lessor, any officer or director of Lessor, and any employee, representatives, or agents of Lessor against any claim, loss, damages, liability, or expense (including, but not limited to attorneys' fees, court costs, and related expenses) suffered or incurred by any use of the Facility.
- 8) Renter understands Audio / Video technician availability is not guaranteed. Only FOHB technicians are allowed in the AV booth. **No Exceptions**. Attempting to access the AV booth will result in Renter forfeiting his/her deposit and Renter will no longer be allowed to rent the Facility in the future.

**FRIENDS OF HISTORIC BRECKENRIDGE, INC. | BRECKENRIDGE, TEXAS
NATIONAL THEATRE RENTAL AGREEMENT**

- 9) For events that require multiple rental days of the Facility, and to qualify for the “additional days” rental discount, the additional days must be within five (5) days of the first date of rental. For events that require multiple days but have a span of five (5) or more days in between the first and last days of rental, a separate contract must be filled out per rental occurrence. Please contact our Rental Coordinator with any questions prior to filling out this contract.
- 10) Due to the delicate historical nature of the Facility, there will be no command strips, stapling, tacking, nailing or taping of items to any part of the walls, window frames, floors, ceilings, columns, lights, tables or chairs. If you or your vendor attaches anything to the wall you will lose your deposit.
- 11) No glitter, birdseed, rice, silly string, flower petals, regular confetti, or biodegradable confetti is allowed in or out of the Facility for any reason. Bubbles may only be used outside of the Facility.
- 12) Your clean-up includes all items (food, dishes, decorations, etc.) belonging to renter, caterer, or outside rental companies and must be removed from the kitchen and/or rental space by end of your rental period.
- 13) Facility is available seven days a week, excluding all major holidays, and when FOHB events are scheduled. Evening events must conclude by midnight. All guests, caterers, and entertainment personnel must vacate the building at that time or an additional charge for the space/time will apply.
- 14) Facility is a non-smoking facility. You are responsible for informing attendants at your event/function that any smoking must be done outside a minimum of 25 feet away from any entry doors.
- 15) Use of candles or open flame devices must be approved by board of directors of Friends of Historic Breckenridge in accordance with the General Life Safety Code. Consult with our Rental Coordinator further information. Heated electrical appliances of any kind are strictly prohibited in all areas of the Facility.

I accept all Terms and Conditions.

Renter's Initials _____

FRIENDS OF HISTORIC BRECKENRIDGE, INC. | BRECKENRIDGE, TEXAS
NATIONAL THEATRE RENTAL AGREEMENT
Fee Schedule

Members of FOHB with a membership length of at least six (6) months and verified 501(c)3 non-profits receive a 20% discount off published Rental Fees.

DEPOSIT			
DEPOSIT (check one)			
<input type="radio"/> Reception Area Only	\$175	<input type="radio"/> Reception Area + Auditorium	\$300
<input type="radio"/> If serving Alcohol add \$100		TOTAL DEPOSIT DUE TO SECURE RENTAL:	\$
Deposit must be paid by cash or check.			

RENTAL FEES			
	HALF DAY (6 HOURS)	FULL DAY (12 HOURS)	FEE
RENTAL SPACE(S) (Indicate choice below)			
<input type="radio"/> Reception Area Only	\$225	\$350	\$
<input type="radio"/> Reception Area Only – Additional Days	# of Days _____	x \$125 per day =	\$
<input type="radio"/> Reception Area + Auditorium	\$300	\$400	\$
<input type="radio"/> Reception/Auditorium* – Additional Days	# of Days _____	x \$175 per day =	\$
		RENTAL FEE:	\$
		LESS MEMBER / NON-PROFIT DISCOUNT 20%:	\$
		TOTAL RENTAL FEE:	\$

ADDITIONAL SERVICES			
CLEANING FEE			FEE
<input type="radio"/> Reception Area Only		\$100	\$
<input type="radio"/> Reception Area + Auditorium		\$175	\$
<input type="radio"/> Self-Clean		No Charge	N/A
<input type="radio"/> Marquee Rental <i>(based on availability)</i>		Please inquire	VARIES
AUDIO/VIDEO/LIGHTING TECH <i>(based on availability)</i>			FEE
<input type="radio"/> Start/Stop Movie only		\$50	\$
<input type="radio"/> Needed on-site for full event	Contact FOHB Rental Coordinator to discuss requirements and receive quote..	Fee TBD	\$
<input type="radio"/> Other Audio/Video/Lighting Need Not Listed Above	Contact FOHB Rental Coordinator to discuss requirements and receive quote.	Fee TBD	
Piano Tuning (for Auditorium Rentals)		\$100	\$
Use of Mike's Bar area (available to FOHB Members Only)	Indicate if you wish to use: _____ Yes _____ No	No Charge	\$0
		TOTAL ADDITIONAL SERVICES:	\$

- Rental fees and Additional Services fees are due one week before the rental period begins.
- Fees may be paid by cash, check, or debit / credit card.
- Make checks payable to FOHB.
- A 4% convenience fee will be added to any fees paid by debit / credit card.

Renter's Initials: _____

[signatures on following page]

**FRIENDS OF HISTORIC BRECKENRIDGE, INC. | BRECKENRIDGE, TEXAS
NATIONAL THEATRE RENTAL AGREEMENT**

Rental Fees = _____

Additional Services Fees = _____

Total Due Week Before Rental = _____

Anticipated Arrival Time: _____

Anticipated Departure Time: _____

Renter's Signature

Date

Renter's Printed Name and Organization (if applicable)

Mailing Address (City, State, Zip)

Email Address

Mobile Phone

ARE YOU A CURRENT MEMBER OF FOHB? (check one) YES _____ NO _____

**Members of FOHB with a membership length of at least six (6) months
and Verified Non-Profits receive 20% off all rental fees.**

**Please mail your signed Agreement and deposit to:
FRIENDS OF HISTORIC BRECKENRIDGE
PO BOX 1721
BRECKENRIDGE, TX 76424**

FOHB RENTAL COORDINATOR: Susan Shortes friendsofhistoricbreckenridge@gmail.com
(254) 433-8299
www.friendsofhistoricbreckenridge.org