



1825 East Bankhead Drive
Weatherford, Texas 76086
(817) 594-4465
www.pythianhome.org

Facility Rental Agreement

This agreement is made this ____ day of _____, 20____, by and between the Texas Pythian Home, Inc. and _____

Lessee: (person responsible for signing the contract and payment)

Name: _____ Date: _____

Business/Organization: _____

Phone Number: _____ Fax Number: _____

Cell Number: _____ E-mail Address: _____

Address: _____

It is the Texas Pythian Home, Inc.'s policy to only accept event change requests from ONE Event Coordinator Contact Person, to prevent errors in communication.

Event Logistics:

Event Date: _____ Rental area: _____

Purpose/Event: _____

Rental Time (Set-up to Departure): _____ # of Guests: _____

Arrival (guests arrive at the event): _____ a.m./p.m.

Departure (guests leave the event): _____ a.m./p.m.

Facility Rental Contract Continued

Special needs/requests: _____

Rates and Fees:

The Texas Pythian Home, Inc. facilities are rented by the hour. Cost is **\$100.00 per hour** for the room. The room is rented for **4 or 6 hour blocks only and includes set-up and clean-up time.** **All events must conclude and be cleaned up by 10:00 p.m.**

A damage deposit in the amount of **\$350.00** in the form of a separate check is also required at the time the reservation is made. A fee of **\$50.00 per hour (\$60.00 on Holidays)** is charged per security personnel used, this is to be in the form of a separate check (s) payable to the security personnel. **Security is required at ALL events. Security for all events is an off duty LEO.**

PAYMENTS Payment in full is required with the return of this contract for events within 30 days from the agreed rental date. For events with dates more than 30 days from the date of the contract a deposit of 50% of \$_____ along with the damage deposit is required with the return of this contract to confirm the event dates.

CANCELLATION:

- A. After approval is given, the Texas Pythian Home, Inc. may terminate this Agreement (in its entirety or as to any time, date or rental area) in its sole discretion up-to-one month prior to the rental date. After one month (30 days), the Texas Pythian Home, Inc. may terminate this Agreement only for good cause. Upon such termination, and absent any default by Lessee, all deposits shall be refunded to Lessee, less expenses incurred by the Texas Pythian Home, Inc. in preparation of the Facilities for Lessee prior to such termination; provided that if the termination is only partial, Lessee shall be entitled to only partial refund in an amount to be determined by the Texas Pythian Home, Inc. in its sole discretion.
- B. Lessee may terminate this Agreement at any time prior to seven (7) days in advance of the agreed rental date in which case Lessee shall be entitled to a refund of all deposits and fees less (i) all expenses incurred by the Texas Pythian Home, Inc. in preparation of the Facilities for Lessee and (ii) a cancellation fee of no less than 25% of the total facility rental fee.

DEFAULT: If Lessee shall at any time be in default under the terms of his Agreement, the Texas Pythian Home, Inc. shall have the right to terminate this Agreement forthwith, whereupon Lessee shall vacate the Facilities immediately, and Lessee shall have no right to receive any refund of any deposits or fees hereunder.

CATERING AGREEMENT: Lessee hereby agrees that it will require any third party that Lessee engages to provide catering or other services to enter into an Agreement with The Texas Pythian Home, Inc. regarding restrictions covered within this Rental Agreement at least seven (7) days prior to the agreed rental date.

Catering Service Provider Contact Information

Name: _____

Address: _____

Phone: _____ Contact Person: _____

CATERING AGREEMENT POLICIES AND GUIDELINES

The caterer must sign this “Policies and Guidelines” agreement which covers strict clean-up Rules after the event. Clean-up includes the removing and properly disposing of all garbage and uneaten food, sweeping, cleaning tables, and **leaving the venue as found** upon arrival, ready for the next caterer/Lessee.

Those that operate a well-managed event and follow all policies will remain on the “approved” caterers list. Caterers that do not follow guidelines will lose the ability to cater future events at The Texas Pythian Home, Inc. The caterer must check with the agent, employee or staff assigned for the event at The Texas Pythian Home, Inc. **before leaving** to make sure clean- up is done to the satisfaction of The Texas Pythian Home, Inc. The caterer may not leave until after the conclusion of the event, and all clean-up has been addressed.

CATERING SERVICE REPRESENTATIVE

DATE

TEXAS PYTHIAN HOME, INC. REPRESENTATIVE

DATE

USER RESTRICTIONS: The following restrictions shall apply to the Lessee's use of the Facilities.

- A. All use of the Facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Time for the Lessee to set-up, tear down and remove equipment provided must be scheduled as part of the rental contract.
- B. Lessee shall have the use of the Facilities only for the purposes herein.
- C. Lessee specifically agrees not to nail, tape, or screw anything to the floor, walls, doors, windows, window coverings, chairs, brick, wood, or painted surfaces, of the Facility. Lessee also agrees not to hang anything from the ceiling. No glitter, rice, confetti, birdseed, open flames, fog machines or other similar materials may be used in the room. LED flameless candles are permitted and bubbles are allowed outside only. The Lessee shall be responsible for any and all damages to the Facility and to The Texas Pythian Home, Inc.'s personal property, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced which includes but is not limited to the removal of all trash generated by the event, removal of all furniture and equipment, beverages, food, utensils, etc. Failure to comply with the scheduled cleanup will result in an additional cleaning charge of \$25.00 per hour. For those events using a caterer, the caterer's agreement is incorporated herein by reference. Failure to clean up after a rental or property damage will result in the loss of the damage deposit, charges for clean up or damages over and above the deposit amount and loss of future rental privileges for the Lessee or group.
- D. The Caterer shall set up in the hallway only. No caterer may set up in the auditorium.
- E. The Texas Pythian Home, Inc. reserves the right to disapprove any caterer providing food and/or drink at the Facilities.
- F. The Lessee may not take tables and/or chairs, and/or any other items, from other rooms and/or areas of the Facility. The Texas Pythian Home, Inc. is not responsible for arranging any room for use. The Lessee is responsible for the arrangement of the room. Tables and/or chairs may be removed from the auditorium if necessary. The Lessee is responsible for moving any tables and chairs back into the auditorium.
- G. The draperies in the auditorium will be closed. If the Lessee wishes for them to be open they must ask the Security Personnel on duty to open them. Failure to do so will result in the Lessee being held financially responsible for any damages caused to the draperies.
- H. The use of tobacco products, alcoholic beverages or drugs is strictly prohibited on The Texas Pythian Home, Inc. premises. A designated smoking area is located on the ramp

on the west side of the building. The Lessee will not sell or allow beer, wine, or any alcoholic beverages to be sold, given away or used upon said premises.

- I. Lessee shall indemnify and hold The Texas Pythian Home, Inc. harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorney's fees) resulting from or arising in connection with Lessee's use of the facilities, provided The Texas Pythian Home, Inc. promptly notifies Lessee of such claims, damages, expenses, losses or suits and cooperates fully with the defense thereof. Lessee agrees to indemnify The Texas Pythian Home, Inc. and incurs all responsibility for actions, losses, damages, claims and liability resulting from the event.
- J. Lessee agrees to comply with any and all laws, statutes, ordinances, rules, orders regulations and requirements of the federal, state, and local governments, and all of their departments or bureaus, applicable to Lessee's use of the Facilities, including without limitation, the payment of all sales, use and entertainment taxes or fees.
- K. Lessee is responsible for the safety and good order of all equipment and other property owned by The Texas Pythian Home, Inc. and is liable for said equipment and other property if it is lost, stolen, damaged or misplaced by Lessee's agents or the attendants at Lessee's function whether or not invited.
- L. Groups composed of minors shall be supervised by at least one adult who is 21 years of age or older per 10 minors **at all times**. Application for Facility use must be made by an adult 21 years of age or older who will be present throughout the event and responsible for the activity. Minors must remain in the rented Facility room and shall not be allowed to roam unsupervised throughout the Facility. Minors shall not be allowed to play with any of the Home children's outside toys. If minors are not supervised this will be grounds for the event to be terminated and no refund will be issued and future rentals will not be allowed.
- M. DJ's and/or bands are welcome at your event. The Texas Pythian Home, Inc. asks that you control the volume and we reserve the right to do so on your behalf. Some entertainers require more power and outlets than others do. We advise they visit our Facility to ensure they have no problems and bring all items/equipment needed.
- N. The Texas Pythian Home, Inc. reserves the right through its officers and its employees, or agents to eject any person or persons from any portion of its Facilities, and upon the exercise of this authority, through its officers, employees, or agents the Lessee hereby waives any right or claim for damages against The Texas Pythian Home, Inc. or any of its officers, employees, or agents.
- O. The Texas Pythian Home, Inc. assumes no responsibility for equipment supplied by Lessee or another party. The Texas Pythian Home, Inc. reserves the right to approve (i) all equipment used hereunder and (ii) the supplier of said equipment.

- P. The Texas Pythian Home, Inc. reserves the right to review all copy and approve all forms of advertising or publicity in which The Texas Pythian Home, Inc.'s name is used. The parties agree that no partnership between them respecting any event or use of the Facility shall be implied in any way. Lessee agrees to indemnify and hold The Texas Pythian Home, Inc. harmless from and against any claims to the contrary.
- Q. Lessee agrees that it shall not erect , post, place or affix any signs, advertisements, show bills, lithographs, posters or card of any description on any portion of the Facility without obtaining permission from the Administrator of The Texas Pythian Home, Inc. The erection, posting, placing or affixing of any sign, advertisement, poster, show bills, lithographs, or cards shall be supervised by the Facilities Rental Coordinator. If this covenant is in any way violated by the Lessee The Texas Pythian Home, Inc. retains the right to exercise its remedies under this lease and cause the tenancy to be terminated from time of said breach.
- R. All of the Lessee's property will be removed from The Texas Pythian Home, Inc. by Lessee at the termination of Lessee's use of the Facilities. If Lessee's property is not removed as provided herein, The Texas Pythian Home, Inc. will have the right to cause such property to be removed at the expense of the Lessee.
- S. Entrance to the Facility is on the west side of the building via the ramp. Vehicle parking is permitted at the ballfield and behind the Administration Building. The parking shed is for employees and residents of The Texas Pythian Home, Inc. Adverse weather conditions may cause difficulty parking since portions of the grounds are not paved. Please do not block any vehicles from entering and leaving.
- T. Lessee shall have their Facility Rental Agreement with them at the Facility during the use of the Facility.
- U. Lessee shall comply with all rules and restrictions that may be prescribed by The Texas Pythian Home, Inc. for the purpose of maintaining the safety, care, good order and cleanliness of The Texas Pythian Home, Inc. premises, equipment and property displayed thereon.
- V. Those matters not herein expressly provided for shall be decided by The Texas Pythian Home, Inc. and/or its representatives or agents and such decisions shall be binding upon the Lessee.

The parties have executed this Agreement as of the day and year first above written.

TEXAS PYTHIAN HOME, INC. REPRESENTATIVE

LESSEE

SIGNATURE

DATE

SIGNATURE

DATE