

Facility Rental Agreement

The State of Texas Facility Rental Agreement

County of Shackelford

This contract and agreement is made and entered into this ____ day of _____ A.D. 20____, by and between THE OLD JAIL ART CENTER, whose address is 201 South Second Street, Albany, Texas, 76430, (hereinafter referred to as the "OJAC" or "Lessor"), and the person, persons, or organization named below and/or in the Facility Reservation Form as Lessee (hereinafter referred to as "Lessee").

WITNESSETH:

For the consideration hereinafter set out, OJAC does hereby rent to Lessee that part of the OJAC set forth in the Facility Rental Reservation Form attached hereto, subject to the following terms and conditions:

This Rental Agreement shall be restricted to the dates, times and purposes specified in the Facility Rental Reservation Form

The use of the premises is subject to the following provisions:

Rental Fee:

The Rental Fee (see [Facility Rental Policy](#)) shall include the use of designated OJAC facilities, and setup and breakdown of tables and chairs (if needed). Reasonable cleaning of the facilities after the event is the responsibility of the Lessee. A Booking Deposit and a Security Damage Deposit is required at time of booking. Additional staff and/or security needed for event will be paid for by Lessee.

Payment:

Lessee will pay the balance due by certified check, money order, personal check, credit card, or cash (unless other arrangements are made in advance with OJAC) 60 days prior to the event. If payment is not made according to the Facility Rental Agreement, Lessee shall not be permitted to use the facilities.

RELEASE, HOLD HARMLESS AND INDEMNITY:

LESSEE HEREBY RELEASES, HOLDS HARMLESS AND INDEMNIFIES OJAC AND ITS OFFICERS, AGENTS, EMPLOYEES OR TRUSTEES FROM ANY AND ALL LOSS, CLAIM, PERSONAL INJURY, DEATH, DAMAGE, DEMAND, LIABILITY, SUITS, CAUSE OF ACTION, EXPENSE AND COST, INCLUDING COURT COSTS, REASONABLE ATTORNEY FEES, COSTS OF DEFENSE AND/OR SETTLEMENT ARISING DIRECTLY OR INDIRECTLY FROM:

(A) LESSEE'S ENTRY ONTO OR USE OF THE PROPERTY OR ANY LICENSE, PRIVILEGE, ACTIVITY OR SERVICE PERTAINING THERETO; AND/OR

(B) ANY ACT, OMISSION, NEGLIGENCE, NEGLIGENCE PER SE, MISREPRESENTATION, BREACH OF CONTRACT, STRICT LIABILITY OR ACTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT (DTPA) OF THE OJAC OR ITS OFFICERS, AGENTS, EMPLOYEES OR TRUSTEES.

Compliance with Laws:

Lessee, its guests, invitees, employees, and agents shall comply with all municipal, state and federal laws and rules and regulations of the applicable regulatory agencies, while using the facilities of OJAC.

Planning:

Lessee shall submit a table chart and setup arrangements at least 10 days prior to the event so that the OJAC personnel can be scheduled for setup and breakdown of tables and equipment. The OJAC requires a meeting with the caterer, who must read the OJAC's rental policy and sign the reservation form. **All equipment, catering, and rental deliveries must be scheduled with the Event Coordinator prior to the event. Deliveries will not be accepted at any other time than the time for which they are scheduled.** There will be no activity outside the contract time. Setup for an event can only begin at the time designated on the Facility Reservation Form, and not before. This applies to all vendors: caterers, florists, photographers, musicians, and rental companies.

Restricted Use:

Lessee shall use only the galleries, facilities, and equipment as approved by OJAC, listed on the Facility Rental Reservation Form and as approved by the OJAC. If approved for use, the Old Jail, Green Library, and Sallie Reynolds Matthews Gallery will be closed for touring 2 hours after event begins. No other space, interior or exterior, will be used without the consent of the Executive Director. The Marshall R. Young Courtyard will be rented only with special permission.

Decorations and Cleaning Supplies:

All decorations are subject to approval and are restricted exclusively to the rental space and date contracted for in the Rental Agreement. Candles are prohibited. Only pest-free plants or plant materials are allowed in the building. All plant material is subject to inspection by the OJAC Facilities Manager. Plants must be removed by the end of the event. If a centerpiece or flowers are placed on the piano, there must be a moisture barrier in place. Lessee is responsible for supplying all tablecloths, napkins, dishes, and utensils, including coffee/tea beverage service, and ice. **No utensils or linens will be provided by the OJAC.** Mops and brooms are available for use, but the cleaning supplies must be provided by the Lessee. If food is served, Lessee may utilize kitchen facility, sink, oven, and refrigerator. Exact time of use of refrigerator must be scheduled. Lessee shall clean the kitchen, supplying its own dishtowels and cleaning supplies for dishes, silverware, etc. Lessee shall not have the right to use plates, glasses, cups, plasticware, flatware, kitchen utensils, dishes, and napkins of OJAC without prior, express consent of the Executive Director.

Other Restrictions:

No food, beverages, or dishes shall be placed on furniture (including piano) or pedestals that are a part of the OJAC's permanent collection. **Smoking will not be permitted inside the buildings, and burning of candles is strictly prohibited. Sparklers, fireworks, or any open-flame lighting device that will be staked into the ground will also be prohibited.** No artwork shall be touched, removed, nor shall any exhibit be altered, without the express consent of the Executive Director of the OJAC. Persons shall not lean on walls or furniture. No nailing, taping or decorating of interior walls or exterior decoration shall be done without the express consent of the Executive Director. No defacing or climbing on the Sculpture will be allowed. **Children, 12 years of age and under, must be accompanied by an adult in the museum areas at all times.** Only staff of the OJAC can authorize and operate the OJAC's audio/visual equipment. No rice, silly string, fresh flower petals, confetti, or biodegradable confetti may be used in or out of the museum. Bubbles and minimal birdseed may be used outside of the museum. Balloons may be used as long as they are disposed of at the close of the event. Use of any other materials of this type must be approved by the museum.

Photography:

All photography must be limited to persons and directed away from specific artwork. No photographs will be taken indoors of specific works of art. Photography shall be confined to the rooms where the event is taking place, and to outdoor areas around the OJAC. OJAC requests that photographers use UV filters on flash when photographing indoors.

Damages:

Lessee shall pay the OJAC for all damages caused by the Lessee and/or Lessee's caterer, agents, employees or any of the invitees of Lessee, or any persons attending a function sponsored by Lessee, to building, grounds, furniture, carpet, equipment, and any works of art. The Security Damage Deposit will be kept, and damages are to be paid to the OJAC within five (5) days from the date a statement has been submitted to the Lessee by the OJAC.

Use of Alcohol:

Lessee shall have the right to serve alcoholic beverages in compliance with local, state and/or federal law at the event mentioned herein. **The OJAC will not allow charging of admission, selling of tickets, or a cash bar.** Alcoholic beverages shall not be served to any person who appears to be adversely influenced or affected by alcohol or other substances. Lessee shall not serve alcohol to minors. Lessor has the right to remove from the premises anyone who appears to be adversely influenced or affected by alcohol or other substances or who serves alcohol to minors.

Security and Fire Code:

The number of security guards and museum staff needed for each event will be determined by the Executive Director. The number will depend on the nature of the event, number of people attending, and the amount of space used. In the event that additional security and/or museum staff is needed, the cost will be paid by the Lessee. This will be agreed upon in advance with the Lessee.

Emergency exits may not be blocked at any time during an event. Candles or other open flames are not allowed anywhere in the museum. Exterior doors may not be propped open.

Attorney's Fees:

In the event the OJAC requires the services of an attorney to pursue any of the remedies available under this Agreement against the Lessee, including filing of a lawsuit and Lessee is determined by a court of competent jurisdiction to be in default hereunder, the Lessee shall pay all costs and expenses, including, but not limited to, reasonable attorney's fees, incurred by the OJAC in the enforcement of this Agreement.

Entireties:

Should any clause, paragraph, sentence, or section of this Agreement be determined to be void, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.

Amendments:

No amendment or change to this Agreement shall be effective unless made in writing and signed by both parties.

Lessee shall be responsible for enforcing the guidelines and rules set forth herein, and shall promptly report to OJAC any incidents, which might adversely affect the artwork and/or the facility. Lessee agrees to instruct any persons assisting Lessee of the rules and to instruct them to abide by the same. Anyone violating the terms of this agreement is subject to removal from the premises by Lessor.

EXECUTED the day and year written above.

Lessor:

Lessee:

By: _____

By: _____

Date: _____

Date: _____

Caterer: _____