

THE BRAZOS HALL RENTAL AGREEMENT

This Rental Agreement is effective on the date shown below and is made between SMACK English Inv. LLC, herein called "Owner", and:

Name: _____

Mailing address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Work Phone: _____

Herein called "Renter".

Down Payment/Deposit: \$ _____
\$250 deposit (\$500 if serving alcohol)
due upon booking; non-refundable
after 60 days before rental date)

Clean Up Renter Responsibility

Rental Fee:
Sunday thru Thursday- \$500
Friday: \$700
Saturday \$900
\$ _____

(Due 60 days prior to rental date and non-refundable. If not paid by due date, contract will automatically terminate.)

Table clothe rental \$8 each. \$ _____

Security (if Required) \$ _____

Arcade Rental Included

Total \$ _____

The receipt of which is acknowledged, owner hereby rents approximately 1 acre of land and/or the building located thereon, herein called the "Premises", which is known as Brazos Hall and has a street address of 5201 Hwy 144 for 13 hours.

Beginning at 12 noon, CDT, on the _____ of _____, 200____; and, ending at 1am CDT, on the _____ of _____, 200____.

An inventory and property condition addendum shall be part of this contract.

Renter/ Authorized Representative signature

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Rental Date: _____ Type of Occasion _____ # of Guests _____

Renter's Printed Name: _____

Rental Agreement Continued.....

Renter is responsible for leaving the premises in as good of condition as when entered. The renter agrees to **complete the basic clean up/ check list before leaving before leaving the premises**. Following the rental of the premises, an inspection will be held. If there is no damage to the facility and the basic clean up has been completed, then the building deposit will be returned to the renter. If damage has occurred to the facility or the basic clean up was not completed, renter shall be responsible for the reasonable cost of repair, replacement, or clean up, owner will furnish renter with documentation of the costs. If costs exceed the building deposit, renter will be responsible for the excess. If the building deposit exceeds the damage cost, owner will promptly refund the overage. Renter shall comply with all laws, rules, and ordinance affecting the use and occupancy of the premises. If renter uses the facility for something other than it was represented, violates any laws, rules, ordinances, this contract shall, at the sole option of the owner, be terminated and no refund of rental of building or building deposit shall be due to renter.

I AM VOLUNTARILY USING THE SERVICES OF THE BRAZOS HALL WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH. LASTLY, I, FOR MYSELF, MY HEIRS, SUCCESSORS, EXECUTORS, AND SUBROGATES, HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS THE **BRAZOS HALL**, THEIR OWNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, SUITS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THESE ACTIVITIES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OF ANY KIND OF NATURE, WHETHER FORESEEN OR UNFORESEEN, ARISING DIRECTLY OR INDIRECTLY OUT OF ANY DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH TO ME, MY GUESTS, OR MY PROPERTY AS A RESULT OF MY ENGAGING IN THESE ACTIVITIES OR THE USE OF THESE SERVICES, ANIMALS OR EQUIPMENT, WHETHER SUCH DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH RESULTS FROM NEGLIGENCE OF **THE BRAZOS HALL, SMACK ENGLISH INVESTMENTS LLC** OR FROM SOME OTHER CAUSE. I, FOR MYSELF, MY HEIRS, MY SUCCESSORS, EXECUTORS, AND SUBROGATES, FURTHER AGREE NOT TO SUE THE BRAZOS HALL OR SMACK ENGLISH INVESTMENTS LLC AS A RESULT OF ANY INJURY, PARALYSIS, DEATH, OR LOSS SUFFERED IN CONNECTION WITH MY USE AND PARTICIPATION IN THE ACTIVITIES OF **THE BRAZOS HALL**. THIS AGREEMENT IS THE SOLE AND ONLY AGREEMENT BETWEEN THE PARTIES REGARDING THE RENTAL OF THE SUBJECT PREMISES. THIS AGREEMENT REPLACES ANY AND ALL PRIOR ORAL AGREEMENTS MADE BETWEEN THE PARTIES. ANY AMENDMENTS TO THIS AGREEMENT MUST BE MADE IN WRITING AND SIGNED BY EACH PARTY TO BE EFFECTIVE.

Executed this _____ day of _____, 200_____.

Renter/ or Representative Signature

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PAYMENT SCHEDULE AND ARRIVAL TIME

Payment Schedule:

The *down payment* is your deposit and is due upon booking (turned in with this contract). This amount is Non- Refundable after 60 days prior to the rental date and is then held as a damage deposit.

The *balance* is due 60 days prior to the rented date. This amount is due on

for your specific rented date. We WILL NOT send you an invoice; it is your sole responsibility to make a timely payment. If you wish to mail a check, you must contact our office at **817-579-7878** on or before the due date to make sure the payment has been received. If the payment is not received by 5:00 p.m., CDT, on the date above, the contract will automatically terminate.

Make Checks to and mail payments to: Shan English

Shan English
C/O Brazos Hall
603 Venus Dr.
Granbury, TX 76049

The building deposit is due with the signed rental agreement. The facility will not be released until we receive the deposit and the rental fees are paid in full.

I understand the payment schedule and the fact that my contract will terminate automatically, if the balance is not received on or before the due date.

Arrival Time: If arrangements are not made for us to unlock the building the renter will arrive to pick up keys within thirty (30) minutes of the time stated on the contract. Renter understands that if renter is late, owner may not be in the office and will impose a \$50.00 fee to come and release the facility to renter.

Renter/ or Representative Signature

Date

If paying with a personal check DL# _____ Birth Date _____

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**This SOUND SYSTEM is tested,
working, and ready for use.**

1. Turn on power buttons (do not touch any other buttons!)
2. Move the sound coming out the speakers from one CD player to the other by moving the button on the bottom left corner of the mixing board from 1 to 2 and back as needed.
3. Only use the master volume control to raise and lower the volume
(do not raise the volume past “7” on the master and “60” on the tuner. Damage to the system from exceeding the volume limits will be deducted from your deposit.)

Pressing any of the other buttons will cause the system not to work. Do not touch anything else!
Do not unplug any of the speakers!

DJs- leave this system the way it is or don't use
it at all!

**Do not under any circumstances take down the
“Brazos Star”**

Clean up

Put up tables and chairs the way they were when you got them out.

**(Having to call in an unscheduled
“Break down crew” is \$250)**

- Put trash in dumpster
- Put stage in a stack by the DJ booth or leave out “against the wall” under the Brazos Star.
- Clean bathrooms, clean up any accidents/ vomit etc. (inside or out)
- Sweep and mop, pick up trash in parking lot.
- Turn off all air conditioners/heaters, don’t forget the smaller rooms.
- Do not place cigarette butts in the trash leave them in the butt cans.
- Turn off all lights
- Lock all exterior doors
- Lock deadbolt lock on the double doors on the way out.
- Leave the key on the DJ booth, exit the single front door, it will lock behind you.

There is no reason to lose your deposit, just return the hall in the condition it was provided to you.

Thank You!

Prices for not performing cleanup duties held from deposits:

- Not cleaning the hall will result in the loss of your deposit.
- Not sweeping and/or mopping (or spot mopping, yes we can tell!)\$75
- Not putting up tables and chairs \$75 Straightening the storage room\$30
- Not cleaning bathrooms/ Kitchen \$40
- Not picking excessive trash in parking Lot \$30
- Not taking out trash \$30
- Misc. clean and repairs are charged at \$45 hr.

