

THE BRYAN HOUSE

VENUE AGREEMENT

The contract for the rental of The Bryan House is made on this ____ day of _____,

20____, by and between W.J. Bryan House, LLC, hereinafter referred to as the Owner and _____, hereinafter referred to as the Renter (including any agents, invitees, guests, and/or representatives). Whereas, the Renter desires to temporarily rent, occupy, and/or make use of the Owner's venue, located at 1113 E. Mile 2 Rd., Mission, Texas 78574 and known as The Bryan House; and

Whereas, the Owner agrees to such rental, occupation, and use in consideration of certain payments and covenants herein enumerated;

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Owner the sum of \$_____ as an initial deposit to hold the venue for the date of _____ (event date). This deposit will reserve the venue and date for rental and is due in consideration for initial planning services provided by The Bryan House. This initial deposit of \$_____ will be applied to the rental charges and is non-refundable. Damages, extra charges or excessive cleaning requirements shall be reviewed with the Renter following the event noted above, and will be charged to the Renter. The full venue cost is \$_____ and is due on or before _____, 2017.

2. The Renter shall have access to and use of the venue at the agreed upon start time until midnight (unless sleeping over) on _____ (date of event) for the purpose of hosting the Renter's _____ (type of event). The Renter shall have limited access to and use of the venue on the day of the event due to efficiency and ease of setup and labor for The Bryan House staff. **Owner shall allow extended rental of the venue past 12:00 a.m. at a rate of \$250.00 per hour until 2:00 a.m. of the following day, provided that Renter adhere fully to City of Mission's Noise Ordinance* Additional fees may be associated with additional hours depending upon staff and vendor requirements. This especially applies to extending to use of valet and security guard at crosswalk.**

*42-232. - Playing radio and other musical instruments. The playing of any radio, phonograph or other musical instrument in such manner or with such volume, particularly during the hours between 10:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons of ordinary sensibilities in any dwelling, hotel or other type of residence shall be deemed a violation of this article.

*Sec. 42-233. - Loudspeakers. The use of any stationary loudspeaker or amplifier of such intensity that annoys and disturbs a reasonable person of normal sensitivity in the immediate vicinity thereof; or the use of any stationary loudspeaker or amplifier operated on any weekday between the hours of 10:30 p.m. and 7:00 a.m. shall be deemed a violation of this article.

Unless mutually agreed, the Owner shall provide the Renter and its agents and vendors access to the House and/or Studio at 12:00 p.m. on the day of the event. All clean up is the Renter's sole responsibility and must be completed by 10:00 a.m. the day after the event, unless otherwise agreed upon in writing between Renter and Owner. Failure to fully return the venue to its pre event condition will result in forfeiture of the clean up deposit.

3. Owner agrees to provide services negotiated with Renter provided they abide by all local and state laws and ordinances. The venue is operated and does not discriminate on the basis of race, color, sex, age, and handicap, familial partners, religion, and/or national origin. The balance of the event fees due to The Bryan House shall be payable in full to the Owner thirty (30) days prior to the event. Payments may be made in cash, cashier's check, personal check, or money order.

4. Renter shall remove all personal property and other items that were not present in the venue when Renter took control of it. The Bryan House staff will allow Renter to retrieve personal items at any time prior to check out. The Bryan House cannot be held responsible for any lost, stolen, or damaged items left behind in The Bryan House property, including the House and Studio, restrooms, or venue premises.

5. Renter agrees to secure \$1,000,000 event liability insurance, by paying the applicable fee payable online at secure.directeventinsurance.com, www.wedsafe.com, eventhelper.com or any recognizable insurance company at least 2 weeks prior to the event. Renter must include W.J. Bryan House, LLC as additional insured and enter the following email for notification purpose: thehistoricbryanhouse@gmail.com.

6. The Renter, or designated individual contracted by Renter, is responsible for providing any and all of the items that may be relevant to the Renter's event being held including but not limited to:

- All liquor and alcoholic beverages, soft drinks and bottled water
- Sign in book and pen
- Cake utensils
- Plates and napkins
- Glassware, silverware and utensils
- Food and snacks
- Any personal items or decor which must include a label and/or written instructions including party favors, photos for display, and personal decorations.

8. **Date and Guest Count Changes:** Renter agrees that in the event of a date change, all payments made to date with The Bryan House are **non-refundable**. Renter further understands that last minute changes can impact and compromise the quality of the event. Capacity of guest count is 100.

9. **Cancellations:** In the event of a cancellation of special event or wedding, all payments made to date with The Bryan House are non-refundable.

10. **Outdoor Location and Assumption of Weather Risk:** Renter understands that they are booking event venue that includes outdoor portions, which are exposed to the natural elements, at the Renter's sole risk in the event of inclement weather. Renter shall make tenting arrangements at their sole cost and expense. The Bryan House is not responsible for any weather related cancellations; **all payments will remain nonrefundable regardless of weather conditions.**

11. **Amendment:** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any

reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. **Waiver of Contractual Right:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **Applicable Law:** This agreement shall be governed by the laws of the State of Texas.

15. **Rules and Regulations:** The following is a list of rules and regulations to be upheld by Renter and clients(s), which includes all EVENT PLANNERS and WEDDING COORDINATORS and VENDORS who are involved in the planning and execution of a special event or wedding on the premises of The Bryan House.

A. **Barbecue/Grills:** The use of a gas/wood grill is only permitted in pre-designated space due to propane tank feeding water heater to house.

B. **Candles and Smoking:** Any use of candles must be approved by the facility. All candles must be contained or enclosed in glass. **NO TIKI TORCHES ALLOWED.** No smoking inside any of the buildings or close to outdoor propane tank or heater. Cigarette butts must be extinguished and discarded properly.

C. **NO Confetti, Sparklers, Rice, etc.:** The use of birdseed is permitted only outside for wedding and reception farewells. Rice, confetti, flower petals, artificial flower petals, balloons, glitter, pyrotechnics, fireworks, sparklers, and noise makers are **not** permitted inside or outside the facility.

D. **Liquor, Beverages and/or Illegal Substances:** Alcohol may NEVER be served to minors. All liquor served is **SOLELY THE RESPONSIBILITY OF THE RENTER.** All Rentals for gatherings or events where alcohol will be consumed are required to use licensed and bonded bartender(s) to serve. No alcoholic shots are permitted. Illegal substances are not allowed on premises. W.J. Bryan House, LLC is providing the venue only and has not undertaken any responsibility pertaining to alcohol service or consumption.

E. **Firearms.** Firearms are not allowed on the premises unless they are in the possession of licensed and bonded security guards and/or policing agents retained/hired to provide security and protection at the Renter's event.

F. **Indemnification.** The Renter agrees to indemnify and hold W.J. Bryan House, LLC, its members, managers, employees and agents, harmless from any and all debts, claims and liabilities associated with the rental activity regardless of claimed negligence against W.J. Bryan House, LLC, its members, managers, vendors, neighbors and agents. This Indemnification is intended to be full and includes the costs incurred by W.J. Bryan House, LLC, its members, managers, employees and agents, for legal representation and expenses.

This contract serves as a model release giving The Bryan House the irrevocable right to use the photographs in all forms and in all media and in all manners, without any restriction as to changes and/or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes.

In witness of their understanding of and agreeing to the terms and conditions herein contained, the parties affix their signatures below. In the event that any signature is delivered by electronic transmission of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof.

Renter's signature

Date

Renter's printed name

Renter's address

Owner's signature

Date

Owner's printed name

Owner's address

All Checks are to be written to: W. J. Bryan House L.L.C.