

Facility Rules And Responsibilities

[PLEASE INITIAL WHERE REQUESTED AND RETURN WITH APPLICATION]

1. Due to the limited size of the TRAHC staff, renter understands and agrees to be responsible for setting up event, hosting event, removing equipment, and the cleaning & restoration of facility by applying for rental and signing Rental Agreement Contract. For increased fee, part time staff will complete cleaning & restoration if arranged prior to rental date.
2. No verbal agreements will be honored. Any addendum to the Agreement must be made in writing.
3. Renters must inform and receive approval from Rental Coordinator of all activities, refreshments, and beverages. **Please NO RED DYE food/ beverages due to staining, which would be taken out of renter's deposit.**
4. Renters must also inform and receive approval for equipment and delivery/pick-up times, caterer's arrivals, expected number of guests, and scheduled times for setup, event, teardown, cleaning and restoration.
5. The Rental Agreement Contract shall be signed no later than two (2) weeks prior to the rental date and shall accompany the remaining rental fees, staffing, and any other charges. No date will be held without the deposit and Rental Application also specified on the Pricing List, and in the Agreement Contract.
6. The Renter is responsible for his/her guests, employees, and agents and their observance of all rules and regulations specified by TRAHC. TRAHC is not responsible for personal property and/or equipment brought into the facility by the Renter and/or the Renter's agents, employees, and/or guests.
7. All damages should be reported immediately to TRAHC staff during the rental. If staff is informed immediately, they may be able to prevent further damage, which could possibly prevent a deduction being made from renter's security deposit.
8. The facility will open and close for lessees according to the contracted hours for setup, rental time, and teardown/cleaning and restoration. **Unscheduled overtime is \$150 per hour.**
9. A minimum of two TRAHC, Inc. employees must be present during the rental of the facility by non-members or programs not under the sponsorship of TRAHC, Inc.
10. Lease of the first floor lobby shall be subject to TRAHC business and all other contemporaneous uses of RAC facilities and shall not restrict access to exits, stairways, elevator, gift shop, receiving room, galleries or reception desk.
11. Please keep in mind the age of the facility and the partnership of care you enter into as renters of the Regional Arts Center. No tables, chairs or any other furniture or equipment shall be drug up and down the stairs and/or across the floors, nor thrown or dropped into the elevator, nor banged against elevator walls or railing, nor shall equipment be leaned on walls outside of the Receiving room. Renter will be charged for any damages to the building in an amount to be determined by TRAHC. _____ **Initial**
12. In order to protect the architecture and décor, no decorations may be nailed, taped, or pinned to the walls, woodwork, light fixtures, doorways, ceilings, etc., and all decorations must be approved in advance by the Rental Coordinator.
13. **Only decorative or battery-operated candles may be used with the approval of the Rental Coordinator to minimize fire hazard and damage to the carpet from hot wax. NO Mylar or Helium filled balloons are allowed in the building.** Any damages or injuries as a result of the above will be renter's responsibility. _____ **Initial**
14. In order to reduce the effects of wear and tear on our piano and carpets, please do not move the piano in Cabe Hall. If renter needs piano moved, inform Rental Coordinator prior to rental date, and staff will make the adjustment. If

renter or any guest move the piano, the renter will be charged a fee of \$100 to be deducted from deposit. _____
Initial

15. Due to Fire Code regulations, renters may not setup chairs, tables, food, or beverage service in the 2nd floor hallway or in other areas that would obstruct pathways to an exit in case of emergency. The Fire Marshal has the authority to shut the facility down immediately during a rental event if they see that these regulations or room capacity limits are not within set standards. _____ **Initial**
16. Due to Texas liquor laws, renters may not sell beer, wine, or liquor because Bowie County, TX is identified as a dry county. A bartender and/or server, with the purpose of monitoring guests' level of consumption and legal drinking ages, should serve alcoholic beverages. Any bar must close, and any alcoholic beverages must be secured no later than 15 minutes prior to the ending time of the event. There is an additional deposit in the amount of \$250 (refundable) required for all rental events where alcohol is to be served. _____ **Initial**
17. Any band or other entertainment equipment must also stop no later than 15 minutes prior to the ending time of the event. Power for such equipment is limited in Cabe Hall to 120 volts, and to one 20-amp breaker only. Because of the age and uniqueness of the facility, amplified sound levels will be governed and determined by TRAHC staff, not the renter or sound operator, and should **never exceed 90 decibels**. Such levels could cause damage to the facility and will be the responsibility of renter to repair any such damages. _____ **Initial**
18. Smoking is prohibited on the premises. Renter will be subject to an additional charge if he/she and/or his/her guests, employees or agents smoke in the building.
19. Rice, birdseed, confetti, rose petals, etc., may be thrown outside the facility for wedding ceremonies or receptions but will be the renter's responsibility to clean up.
20. The refrigerator, microwave, dishwasher, icemaker, and stove are available for renter's use, but must be cleaned afterwards. Dishwasher may **not** be left running and **must be emptied** before renter leaves facility. TRAHC cannot guarantee that dishwasher detergent will be available. The icemaker is capable of creating 35 lbs of ice per day. If more ice is needed, renter must purchase it from an outside source. **Due to the sensitivity of the fire alarm system, the stove cannot be used for cooking, but can be used to warm food.** Any more heat than that needed for warming will set off the fire alarm.
21. In order to prevent any type of infestation, renter and their caterer are responsible for picking up any leftover food particles and cleaning kitchen sink, counters, floors, and any other appliances or equipment used during the rental. Renter should remove any leftover food from building, including kitchen trash. Deductions will be made from deposit for stains; food ground into carpet, or significant spills left by renter. **There is an additional charge of \$150 for failing to do the required cleanup following any rental event.** _____ **Initial**
22. PLEASE do not use or allow other guests to use supplies belonging to TRAHC and for the purpose of TRAHC business and programs. As a nonprofit organization our resources are extremely limited.
23. Renter agrees to pay any fees billed should they exceed the amount of deposit after rental. _____ **Initial**
24. After the rental event, please complete and return the Rental Questionnaire and a simple report of how many out of town guests were present from which cities and states. This feedback allows us to evaluate the strengths and/or weaknesses of our rental procedures, and helps us to improve our service to you and others in the future.

The TRAHC staff is please that you are interested in the Regional Arts Center for your special event. By initialing where requested, you agree to adhere to these requests. Thank you for understanding the value of this beautiful building and agreeing to partner with us as custodians and stewards of its care.



Certificate of General Damage & Liability Insurance Statement

Renters must provide a Certificate of General Damage & Liability Insurance, which extends coverage to use of the Regional Arts Center in the minimum amount of \$300,000, with specific exceptions for activities related to the business of the organization. This certificate must be written and issued by an insurance company authorized to do business in the state of Texas, naming TRAHC, Inc. as an Additional Insured or Certificate Holder. Evidence of coverage must be submitted to TRAHC, Inc., no later than two weeks prior to the rental date. Many individuals will find that their homeowner's policy will provide the coverage required, and will produce this certificate for little or no fee.

If this is not an option or is available but cost prohibitive, please contact your Rental Coordinator for suggestions concerning Event Insurance providers.

If possible, the dates of the extended coverage should include the day before, the day of, and through the first business day after the scheduled event, especially if there is non-TRAHC rental equipment brought onto the premises.

Rental Coordinator

By signing below, the renter recognizes that he/she has read the above statement with full understanding, and agrees to follow the rules and regulations stated.

Participant's Name

Date
