

The Lodge / Behannon's

Facility Contract

Agreement:

This agreement is between **The Lodge/Behannon's** and the Client for the rental of the space 104 W. Shepherd Street/205 N. 4th Street. Any amendments to this contract shall be in writing as an additional contractual agreement.

Deposits:

A deposit is required to secure the Client's date; payment in full is due 30 days prior to the Client's event. The damage deposit of \$200 is refundable 30 days after the event if the premise is left undamaged and in the condition it was found and nothing has been taken from the premise that is the property of The Lodge/Behannon's. If the premise is found to be undamaged, the \$200 deposit will be mailed within 30 days.

Payments:

A payment of 50% is due at the time of signing this contract, plus half of the \$200 damage deposit.

The remaining 50% is due 30 days prior to the event date. If a cancellation or rescheduling occurs, no payment will be refunded except the \$200 damage deposit. Payments must be made in cash, credit card, by check or cashier's check. Checks are payable to **The Main Event**. If payment is made by mail, please send to: _____ (initial)

**The Main Event
Attn: Julie Barrett
205 E. Frank Ave. Suite. A
Lufkin, Texas 75901**

There will be a \$50.00 charge for changing venues or changing the date of your event.

Return Check Charge:

All checks returned due to insufficient funds or otherwise not paid will assess a \$35.00 service fee, and cash transactions will be required from that date forward.

Alcoholic Beverage Policy:

If alcohol is included in the caterer's price, caterer must hold a current liquor license and also apply for a temporary permit specifically for the event. They also must supply, or the party-giver must supply, a licensed bartender. If there are tickets sold, and food and liquor is included, the first two rules apply also. It is permitted for the party-giver to supply the liquor and or let guests "B.Y.O.B." It is highly suggested that if there is liquor served, a licensed law enforcement officer is at the door, but it is not required.

Duration:

The base rental rate for The Lodge/Behannon's denotes a one-day rental for the facility. A key to Behannon's/The Lodge will be given to the Client the day prior to the scheduled event. This does not necessarily give access to the venue at that time. Access will be granted at **9:00am** the morning of the event. If there is an event the prior day, our clean-up crew will be in the venue the next morning for make-ready. The Lodge/Behannon's must be completely vacated at **12:00 midnight** and cleaned out. Garbage at Behannon's should be placed in the dumpster at the rear of the building. **Garbage at The Lodge should be placed outside beside the dumpster at the rear of the building. NOT IN THE DUMPSTER**

Damage to Venue:

In the event The Lodge/Behannon's is damaged by the Client, the Client's guests, or the Client's vendors; The Main Event shall make all necessary repairs and the full amount of the damage deposit shall be held pending final costs. In the event The Lodge/Behannon's is damaged in an amount exceeding the damage deposit, The Main Event shall prepare an itemized list of damages, repair costs less deposits held, and the Client shall immediately pay The Main Event the difference.

On-Site Security:

A security officer can be provided and the cost added to the lease price of the venue. Please inquire with our manager if you should need these services.

Property Usage:

No property, i.e. permanent decorations, shall be moved without prior written consent. All decorations must be approved by The Main Event. All employees and the employees' vehicles of The Lodge/Behannon's shall be respected.

Deliveries:

All deliveries and pickups should be during normal work hours, scheduled and supervised by the Client. Please contact Julie Barrett if you have any questions. She can be reached at (936) 632-6400

or julie@maineventlufkin.com. The Main Event does not assume legal responsibility for food, beverages, equipment, or other personal property brought into the venue for events at any time. All deliveries must be the day of the event (unless prior written approval).

Vendors and Rental Items

The client is not to *give* a key to anyone not specifically authorized by The Main Event to *have* a key.

If a key is lost there will be a \$25.00 charge.

There will be an additional \$25.00 charge if your key is turned in late. If your event falls Monday- Thursday the key is due back the day after your event. If your event falls Friday- Sunday the key is due back the Monday after. _____ (initial)

Client is not allowed to rent any items from any other source other than The Main Event, unless it is something we do not have or have no plans to acquire. You must have our written permission to bring other items to the venue. Please note: Other rental companies will not be allowed to deliver or pick up at our venues. _____ (initial)

Prohibited Items:

No hazardous, poisonous and/or flammable materials may be used by the client at The Lodge/Behannon's, including the surrounding vicinity. **The following items are also prohibited: marbles, decals, stickers, silly string, glue, tape, nails, screws, glitter and any glass rocks or any other loose items to be spread out on tables, or staples and any other similar materials that could cause harm to animals, people, or vehicles. At The Lodge there is to be nothing nailed or stapled to the walls or ceiling. The usage of candles is allowed with prior written consent, but must be in glass containers or hurricanes. The use of pine trees, hay bales, and waterfalls are prohibited. You cannot attach anything to the chandeliers or remove any permanent fixtures in the building.** The Lodge/Behannon's has a no-smoking policy for any enclosed space. Smoking in the parking lot is allowed as long as cigarettes are disposed of properly. **The Lodge/Behannon's will allow the usage of confetti, sparklers, bubbles, and rice outside of the building, however, all items must be cleaned up for Client to receive damage deposit. If you have questions the day prior or day of the event, please call:**

The Main Event-936-632-6400

All Decorations use MUST be approved by the Main Event. _____ (initial)

Compliance with Laws and Ordinances:

The Client shall agree to comply with all City of Lufkin ordinances and State and Federal Laws relating to the use of The Lodge/Behannon's. This includes but is not limited to the Texas Alcohol Beverage Commission regulations for liquor licenses and all other regulations related to the service of alcoholic beverages. Illegal use of drugs or narcotics on the premises is strictly prohibited and will result in termination of the event. The Main Event shall fully cooperate with law enforcement agencies in prosecution of perpetrators of this provision to the fullest extent of the law.

Disputes:

All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs initiating the arbitration shall be divided equally between the parties, including the arbitrator's fees. The prevailing party in any arbitration proceeding based upon this agreement shall be entitled to reasonable attorney's fees, all arbitration costs in addition to any other recoveries allowed by law. Any award may be enforced by a court of law. This agreement shall be construed under the laws of the State of Texas, with venue and jurisdiction in Angelina County, Texas.

Amendments:

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. No alteration may be made to this contract; all modifications must be in writing and agreed upon at execution by the Director of The Lodge/Behannon's. Additional changes and or requests by the Client could result in an increase in event rental fees.

Indemnification:

The fullest extent permitted by law, the Client shall indemnify and hold harmless The Main Event, its agents, or assigns from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the venue pursuant to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property but only to the extent caused by the willful acts or omissions of The Main Event, anyone directly or indirectly employed by or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. _____ **(initial)**

Waiver of Contractual Right:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Date of Function _____

Contact Person _____ Drivers License number _____

Phone _____ Fax _____

Address _____ City _____ State _____
Zip _____

Email address _____

Time of Event: Beginning _____ am/pm Ending _____
am/pm

Time of Set up: _____ am/pm End of Breakdown _____ am/pm

Number of Guests _____ Number of Security Officers _____

Form of
Payment _____

Amount due at time of signing the contract _____

Date Received _____

Remaining Amount Due _____

Date Due _____

I do hereby sign that I have read and agree to all terms in the above contract, and if requested, have received a copy of contract.

Signature _____

Date _____

Garbage at Behannon's should be placed in the dumpster at the rear of the building.
**Garbage at The Lodge should be placed outside beside the dumpster at the rear
of the building. NOT IN THE DUMPSTER**

I have received instructions for cleanup. _____ (initial)