

The Roosevelt Ballroom

400 Austin Avenue
Waco, Texas 76701

RENTAL AGREEMENT

THIS AGREEMENT made and entered into by and between the Management of The Roosevelt Ballroom, hereinafter called Lessor, and the Lessee as identified in page 6 of this Agreement.

WITNESSETH:

1. Right to Use Facility: That upon the terms and conditions herein expressed and in consideration of the covenants and agreements, the Lessor does hereby grant until the Lessee the right to use and occupy The Roosevelt Ballroom, 400 Austin Avenue, Waco, Texas 76701, hereinafter "Ballroom" on the day _____ day of _____, 20____. Lessee is to use the Ballroom for the purposes indicated and for no other purpose without the written consent of the Lessor for the terms indicated.

2. Payment of Rental Fee: Lessee hereby covenants and agrees to pay to Lessor the amounts specified in section 32 of this Agreement for the use of the Ballroom plus any additional charges for other services or equipment agreed to in writing. In case of failure to pay any sum due to the Lessor within thirty (30) days after use of the facility agreed to in writing, Lessee may be billed all reasonable costs of the collection, including attorney's fees. Additionally, Lessee will not be leased any portion of the facility in the future until all past due sums are paid.

3. Method and Manner of Payment: It is agreed that Lessee shall upon execution of this Agreement, pay a nonrefundable deposit equal to half of the rental fee. The total remaining event balance will be paid not later than thirty (30) days prior to use of said facilities. Failure to pay this remaining balance could result in cancellation of this Agreement at the option of the Lessor. If the Lessee, being entitled to possession hereunder, fails for any reason to take possession of or use the Ballroom, without the written consent of Lessor, no refund shall be made and any payment(s) made to Lessor shall be taken by Lessor and the full sum called for by this Agreement, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by the Lessee to the Lessor. It is further agreed that the retention of any such payments made by the Lessee to the Lessor shall not be considered as penalty, but shall constitute liquidated damages.

4. Denial of Use: The Lessor reserves the right to deny use of the facility to individuals or organizations that conduct or advocate illegal activity. The Lessor reserves the right to remove from the Ballroom any such individuals or

organizations; in the event of the exercise of this authority, Lessee waives all claims for damages on that account.

5. Removal of Objectionable Persons: Lessor reserves the right at all times to require the security, ushers and all other employees of Lessee and the right, with its agents or servants, including its security personnel, to eject any objectionable person or persons from the Ballroom; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against Lessor, its agents, servants and employees on account thereof. Lessee shall hire and pay the salaries of all employees required and agreed to in connection with the event or attraction including the salaries of security personnel. Based upon information provided, the Lessor will determine the minimum number of security personnel required.

6. Use of Facility: Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the Ballroom herein above specifically described for the purpose and for the term aforesaid.

7. Dispensing of Liquor: Functions that include the serving of alcoholic beverages shall be conducted under the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission. The Lessor will not be responsible for intoxicated guests. The Lessee will be held liable and be responsible for providing transportation for any intoxicated guest.

8. Dispensing of Foods: Facilities exist in the Ballroom for preparation and serving of food. Cooking of food is not permitted inside the building. Those who are seeking the use of facilities for the purpose of serving food are required to make known to the Lessor the persons who will be responsible for the preparation and serving of the same at least two weeks prior to the use of the Ballroom.

9. Interruption of Services: Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights or air conditioning due to the failure of this equipment to operate or function properly through no fault or act of the Lessor.

10. Fire or Damage to Building Preventing Completion of Lease: In case the Ballroom be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this Agreement by Lessor impossible, then the terms of this Agreement shall end and Lessee shall be liable to pay for use only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

11. Rights of Lessor During Lease: Lessor, through its employees and other designated representative, shall have the right at any time to enter any portion of

the Ballroom for any purpose whatsoever and the entire building shall at all times be under the charge and control of the Lessor. The keys to the Ballroom shall remain in possession of the Lessor, but during periods covered by this Agreement, the entrances and exits of the Hall shall be locked or unlocked under the direction of the Lessee in accordance with the terms of this Agreement and in compliance with all applicable fire codes.

12. Lessee Occupancy of Hall: Lessee renting the facility for an event may decorate or occupy the facility after 9 a.m. the day of the function; the occupancy by Lessee will terminate no later than midnight the day of the function or earlier as specified by this Agreement. Lessee must promptly remove all possessions as soon as the event is over. In no case may materials or decorations be left after the event is over without prior written approval from Lessor. All food, drinks, decorations, or other articles left in the facility after the event will be deemed abandoned, and will be disposed of immediately. Lessor shall not be liable in any way to Lessee on account of so removing and disposing of such articles.

13. Obstruction of Traffic: The stairs, halls, elevators, sidewalks and entrances of the Ballroom shall not be obstructed by Lessee nor used for any other purposes than ingress or regress, and Lessee will not permit any chairs, equipment, displays, or other items to be or remain in such passageways, and will keep such passageways clear at all times except provided for in this Agreement.

14. Fire or Animal Hazards: Lessee shall not bring or permit anyone to bring into the Ballroom or keep therein anything that will increase the fire hazard or the rate of insurance on the building or any property herein. Lessee shall not bring or permit any person to bring into the Ballroom any animals, except those used to assist individuals with disabilities. Lessor reserves the right at any time to require Lessee to remove from the Ballroom any animals, furniture, fixtures, wiring, exhibits, or other things placed therein without the consent of the Lessor.

15. Construction and Decoration: Lessee will not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to the exterior thereof, nor cause or permit any changes, alterations, repairs, painting or staining or any part of the building or the furnishing or equipment thereof, nor do, nor permit to be done anything which will damage or change the finish or appearance of the building or the furnishings thereof. Lessee is expected to perform reasonable cleanup in all areas utilized after the event, failure to do so will result in a \$250 clean up fee. Construction or painting will not be allowed on the premises without the consent of the Lessor. Lessee will pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the building upon the invitation of the Lessee including the patrons of the attraction or function for which Lessee is renting the Ballroom.

16. Hanging Items: Lessor must approve the method of hanging any signs, posters or decorations prior to their hanging. Absolutely no holes may be put in any walls. Lessee assumes all liability for any personal injuries or property damage resulting from said signs, posters, or decorations. Lessee may not hang any items from light fixtures, air conditioners, air supply ducts, return air grilles or diffusers. Lessee may not obstruct or cover any exit lights or fixtures. Lessee may not plug any lighting circuit or extension into any exit, light fixture or socket unless approved in advance by Lessor.

17. Fire and Safety Codes: Lessee and the decorator or their agents hired by Lessee must comply with applicable local, state and national fire and safety codes. Lessee must not allow any open flames in the Hall, unless enclosed in glass. Lessee must not bring any gasoline or other flammable substances into the Ballroom. Decorations used by the Lessee must be approved, flamed-resistant materials.

18. Sanctioning of Event: The name of The Roosevelt Ballroom may not be used in any manner by an organization or individual as anything other than a location on invitations, notices, etc. To define the location as: The Roosevelt Ballroom, 400 Austin Avenue, Waco, Texas 76701.

19. Compliance with Laws and Ordinances: Lessee shall comply with all laws of the United States, and of the State of Texas, all ordinances of the City of Waco, and all rules and requirements of the police and fire departments, or other municipal authorities of the City of Waco, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements and if the attention of Lessor is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the Ballroom by said Lessee, such Lessee will immediately desist from and correct such violations. Lessee shall be responsible for any damages arising from violating these laws, ordinances, rules or requirements. Lessee further agrees that no performance, exhibition or entertainment shall be held which is in violation of any law, including state obscenity laws.

20. Occupancy Limits: Lessee shall not admit to the Ballroom a larger number of persons than the seating capacity for the fire code thereof will accommodate, or can safely or freely move about in said area, and the decision of the Lessor in this respect shall be final.

21. Lessee's Property: Lessor assumes no responsibility whatsoever for any property placed in the Ballroom, and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of the Ballroom under this Agreement. Lessee must receive or make arrangements with

a transfer company for the receipt of shipments of exhibits, equipment or other items. Lessor will not accept shipments directly unless arranged in advance. An additional charge for this service will be billed at an amount to be agreed upon between the parties in advance.

22. Collection Expenses: Lessee agrees to pay court cost and reasonable attorney's fees on any amount owed by the Lessee under any part of this Agreement which results from Lessee's default and may be collected by legal processes.

23. Event Application: Information on the function shall be provided on "The Roosevelt Ballroom Event Application."

24. Lessor's Presence During Events: The Lessor or a representative approved of by the Lessor shall have access to the premises during the term hereof and until the public has left the Ballroom.

25. Security Personnel: All events require one security guard for the first 150 persons and two security guards for groups larger than 150 persons. Security for the event will be provided by the Lessor at a rate of \$30 per hour per guard. Security must be in place at the start of the event, and must remain in place until the last person has exited the building after the cleaning has been completed. Additional security may be required at the discretion of Lessor.

26. Smoking and Controlled Substances: Smoking or the use of illegal controlled substances is prohibited within the Ballroom, its restrooms and kitchen area. Individuals in violation of the city ordinance will be removed from the premises.

27. Arrangement of the Room: Lessee agrees to meet with the Lessor at least one week in advance of the event to get approval of the final arrangement of tables and chairs and other features of the Ballroom to ensure their compliance with safety rules and regulations.

28. Subleasing: Lessee agree not to lease, sublease, nor assign its right, title, or interest under this Agreement to any other person, entity, group, association or anyone else without prior written consent of the Lessor.

29. Termination of Events: All events must conclude by midnight unless special Permission is granted in writing by Lessor.

30. Noise Levels: Music and general sound at dances and/or concerts must be kept within reasonable levels specified by the Lessor. Events featuring live bands may not use amplification without specific prior permission from Lessor. Failure to keep music or sound within reasonable limits acceptable to the Lessor may, at the sole discretion of the Lessor, require immediate vacation and closure of the

Ballroom, forfeiture of all fees and denial of future request for bookings. The decision of the Lessor in this respect shall be final.

31. **Other Agreements:** The Lessor and Lessee agree that this written Agreement supersedes any oral agreement that may have been made between the parties with respect to the subject matter hereof.

32. **Fees:** The Lessee agrees to pay the Lessor at The Roosevelt Ballroom in the amount of _____ for rental of the facility plus any all applicable fees. **One half of the rental fee is payable upon execution of this Agreement as a non-refundable deposit. The total remaining event balance including a \$500 damage deposit is due 30 days prior to the scheduled event.** Lessee is responsible for contracting and paying for any third party catering services.

IN WITNESS THEREOF: The Roosevelt Ballroom acting and through its Management, Lessor, and _____
Lessee, have executed this Agreement on this _____ day of _____, 20____.

Lessee

Lessor

The Roosevelt Ballroom

Event Application
400 Austin Avenue
Waco, Texas 76701

Date: _____

Contact Information:

First Name	Last Name	Phone#	Cell#
Address	City	State	Zip
Fax#	e-mail address		

Event Information:

Event Date	Type of Event	# of expected guest	Time
Yes	No	Event will include the Service of Alcoholic Beverages	
Yes	No	Event is Wedding Related; Brides Name _____	
Yes	No	Event is for a Fraternity, Sorority, Club or Organization; _____ Name of organization and Sponsors	
Yes	No	Will you be using an Event planner? _____ Name and phone#	
Yes	No	Will you be using a Caterer? _____ Name and phone#	