

WISE COUNTY HISTORICAL SOCIETY, INC.
1602 S. TRINITY ST.
DECATUR, Texas 76234
940-627-5586

G. C. Rann Auditorium Rental Agreement
Located in Wise County Heritage Museum

_____ (Hereinafter called “Lessee”) and the Wise County Historical Society (Hereinafter called “Society”), through its authorized representative, enter into the following rental agreement and terms:

1. Date(s) of event –including practice session(s): _____

2. Time(s) of event-including practice session(s): _____

3. Rental Charges/Booking Fees: \$_____ per minimum three (3) hour rental term plus an addition \$_____ per hour for each hour after the minimum three (3) hour term. Practice sessions and the production(s) will be added together and considered to be one event. The minimum lease amount is due at time of the signing of this lease and any additional hours are to be counted and paid for within five (5) days of the end of the production. There will also be a cleanup deposit fee of \$ _____ due at lease signing which can be refunded if “Society” determines that the facilities are sufficiently cleaned by “Lessee” after the end of the meeting/production(s).

4. Security: The “Society” director or their designated person reserves the right to determine if security is required before, during, and immediately after a scheduled activity. If required by the “Society”, the “Lessee” will provide all security and will be responsible for payment thereof.

5. This lease cannot be transferred by “Lessee” to any other entity or individual without the express written consent of “Society”.

6. Estimated number of individuals in cast or production: _____

7. Space Rented: The rented space will include and be limited to the G. C. Rann Auditorium, dressing rooms, and restrooms including all passages to each site. Participants and attendees will be required to pay the normal rate to visit other rooms of the museum.

8. Additional Charges: Additional charges may be incurred, for unforeseen situations, upon finalization with the “Lessee” and the “Society”. Upon conclusion of usage by the “Lessee”, and within a five (5) day period, the remaining balance will be due.

9. Deliveries and Storage: Acceptance and storage of any supplies, materials, and equipment must be approved by the “Society” director or, in the absence of the director, either the President of the “Society” or a designated “Society” person. “Lessee” must make arrangements for a timely pickup of the above mentioned property upon conclusion of the activity/production(s).

10. Set-up/tear down: Occupancy of the Auditorium, etc. after the conclusion of the activity/production(s) may result in charges at the per hour rate in addition to any damages incurred should another client be unable to assume use of the auditorium, etc. as contracted by that client. Tenants, vendors, decorators, etc. must vacate promptly after the scheduled activities. “Lessee” agrees to leave the premises in as good or better condition than that which existed prior to their usage, which will include but not limited to: cleaning tables and chairs of any debris or food, removal of all decorations, personal belongings, equipment and supplies, and the cleaning and removal of all obvious spills and debris on floors. All debris, such as cups, programs, trash, etc., is to be placed in trash containers lined with trash bags and said trash bags are to be removed from the premises.

11. Deposit and balance: A deposit of the minimum rental fee plus the cleanup deposit fee is due upon receipt of this document. Any necessary adjustments will be due after the last meeting or production and within a five (5) day period.

12. Cancellation Policy: In the event of cancellation of a meeting or production, no charges will be assessed other than the minimum rental fee plus any additional hour usage that has already incurred.

13. Change of Date Policy: No additional charges will be made for a change of date to another open date if such change occurs at least ten days before the scheduled activity. A penalty of 10% of the minimum fee will be charge if any date change occurs within the 10 day period.

14. Food and non-alcoholic drinks: The serving of food and non-alcoholic drinks must be approved by the director of the “Society”, or designated “Society” personnel. (**Alcoholic drinks and illegal drugs are strictly forbidden on the entire premises**). If “Lessee” serves food or non-alcoholic drinks, a service charge will be assessed at the rate of \$1.00 per person in attendance. All food must be removed from premises immediately after any event. Food should not be taken to the second floor area without prior approval from the “Society”.

15. POSITIVELY NO SMOKING IS ALLOWED IN ANY PART OF THE BUILDING AT ANY TIME. This is for our safety as well as a requirement for museums and theaters.

16. Audio/Visual: All technicians used to operate the technical audio/vision equipment must be approved by the “Society” director or designated person or acquired through the “Society” with “Lessee” responsible for payment thereof.

17. Laws and Ordinances: “Lessee” will comply with all federal, state, and local laws and ordinances. This will include but is not limited to: keeping exits and corridors barrier free, stationing a person at each door of the elevator, and the exclusion of any flammable materials such as gasoline or oil in the building area.

18. Special Regulations: (1) No pins of any type or tape are to be attached to the stage curtains. (2) Painting of scenery or props will not be allowed within the building or on outside sidewalks and areas without prior approval from “Society”.

19. Act of God: The “Society” is not responsible for any loss or damage to “Lessee” props or equipment from an act of God. Should the “Society” be unable to complete the fulfillment of the terms in this agreement as a result of an act of God, charges will be due and payable up to the time of the loss, damage, or failure. “Lessee” releases the “Society” from any claim for compensation or legal fees.

20. Fire Code: This entire facility is a non-smoking, tobacco free area. No Candles or other flammable devices may be used without written permission by the director or designated “Society” employee. Devices for the heating of food must be approved by the “Society” director or their designated person and, upon approval, will require close and continuous monitoring.

21. Special Conditions: “Lessee” shall not obstruct, interfere, injure, or purposely annoy any other guest or user of the museum building. Failure to comply may result in termination of this lease and the immediate departure of the “Lessee” and their attendees. In the event of this occurrence, no monies will be refunded.

22. Damages: “Lessee” agrees to assume all responsibility for any damages done to the premises and/or property as a result of their occupancy and usage. An authorized “Society” representative will have five (5) regular working days following an event to determine and assess any damages incurred during the use of the facility by the “Lessee” or their attendees. It will be the responsibility of the “Society” to notify the “Lessee” of any such damages. “Lessee” shall assume all costs for repairs and/or replacements based on a true and accurate report from the “Society” representative.

23. WAIVER: “Lessee” agrees to wholly release, indemnify, and hold harmless the “Society”, its officers, agents, and employees for any and all claims, damages, harm, personal injury, death, property damage, lawsuits and judgments, {including legal costs}, or any other expenses that arise from any negligence, omissions, or willful or intentional malicious acts of “Lessee” or its officers, agents, employees, independent contractors, licenses or guests.

24. Additional Rentals: The “Society” reserves the right to prohibit additional rental to persons or groups who do not comply with the above rules, regulations and conditions.

25. Longer Termed Leases: Under certain longer termed lease situations, the “Society” may require the “Lessee” to obtain their own Liability Insurance coverage for the term of the lease.

“Lessee” expressly acknowledges that “Lessee” has received a copy of the official rules and regulations for use of the G. C. Rann Auditorium, dressing rooms, and rest rooms including all passages to these sites and that “Lessee” accepts all of said rules, regulations and conditions, which shall be deemed to be incorporated as provisions of this rental agreement as set forth in full herein.

LESSEE:

**Wise County Historical Society, Inc.
By: Director or Designated Individual**

Lessee Name

SIGNATURE

SIGNATURE

DATE

DATE