

**BRENHAM FIRE DEPARTMENT
TRAINING CENTER RENTAL AGREEMENT**

Name

Address

Phone

The Brenham Fire Department prides itself as being an asset to the community by assisting whenever possible in community functions and is interested in the welfare of the community, state and nation. The Department is happy to provide you with a Smoke-Free facility to use for your function. If you are a Department member renting this facility, you should be appreciative of the fact that you have an interest in the property as a Department member. If you are a non-member renting the facility, you should be appreciative of the fact that the Department has made this available to you. The rental fee is small for such a large establishment, so you must help properly maintain the property so that the rental fees remain inexpensive. You, no doubt, are the type of person that will protect and preserve the property in the best way, but the applicable rules, regulations and conditions will still be strictly enforced. Please read the rules regulations and conditions carefully so you completely understand your promise to abide by them. May you find things to your liking; the Department looks forward to accommodating you again in the future.

RENTAL REGULATIONS

1. A member of the Department or Auxiliary may rent the hall at a reduced rate provided the person has been a member for at least six months prior to the date of the rental function.
2. Members may rent the hall at a reduced rate for their personal celebrations and functions. Members may not rent the hall in their name at the reduced rate for celebrations and functions given by non-members or for reunions, functions or parties given by businesses, firms or companies, or any similar events.
3. Non-members may rent the facility for non-profit events.
4. The facility may not be rented for profit making events unless prior approval is granted by the Department at a regular Fire Department meeting.
5. Boy and Girl Scouts, City, County, Veterans Organizations and other charitable organizations may rent the facility for their own private parties or functions for a fee to be determined by the Department.

RULES, REGULATIONS & CONDITIONS

1. The deposit fee shall be paid at the time of the Rental Agreement. In the event of cancellation by renter, the deposit is forfeited to the Brenham Fire Department except where extenuating circumstances prevail. The Department shall determine at a regular meeting whether a deposit is to be refunded, considering the cause of cancellation and the possibility of re-rental, etc.
2. Two copies of the Rental Agreement shall be completed to assure accuracy and clearly establish obligations. One copy shall be kept by the Renter and the other copy by the Rental Chairman.
3. The key to the building shall be obtained from the Rental Chairman or his authorized representative. The key must be returned to the Rental Chairmen or his representative within two (2) days after the function.
4. Rental is made on a one-day basis and shall extend to **12:30 A.M.** the next morning. Your event must be over **no later than 11:30 P.M.** All decorations or items brought in must be removed by that time. The Hall is cleaned after the function is over and any decorations not taken and left inside the hall to be picked up next day will result in Renter accruing additional charges (\$600.00).
5. **Set-up Day:** You may reserve the day before your rental for a set-up fee of \$200.00 that will also be required to be paid in full at the time you pay your deposit for the hall.

6. The rental fee includes the use of the kitchen and barbeque pits.
7. The rental fee does not include the use of the barroom and such barroom shall remain locked and be off limits to the function. The bar will only open for the function if advance arrangements are made with the Department. A fee of \$25.00 per hour will be charged for each hour the bar is opened.
8. The use of the public address system must have prior approval.
9. If prior inspection of the hall is desired for any reason, make arrangements with the Rental Chairman or his authorized representative.

10. No nails or any type of fasteners such as staples, nails, etc. shall be used on the walls, ceilings or tables. Any repair needed will be charged to the Renter.

11. The person(s)/organization renting the facility is responsible for the proper supervision when the tables and chairs are arranged so they will be handled with care. **Tables must not be slid pulled or pushed in any manner because of the possible damage to the tables and causing damage to the floor.**
12. Property such as tables, chairs and other furniture and fixtures, kitchen equipment or any Department property shall not be removed from the building.
13. Alcohol or alcoholic beverages **MAY NOT** be served during illegal hours as set forth by **State Liquor Laws**. Renter agrees to abide by **ALL** liquor serving regulations of this State and acknowledges responsibility for monitoring and supervising its employees, agents, guests or invitees.

14. The person(s)/organization renting the facility shall be held responsible for any damage to the building, tables, chairs, equipment or contents or for any missing contents.

15. If anything is found out of order or not working properly, please report this to the Rental Chairman so the Department may have corrections made.
16. All beer and soft drinks will be sold at the facility by **LOOP 290 CONCESSIONS** and arrangements must be made for the amount and type to be bought with the Rental Chairman or representative.
17. **Renter waives and releases all claims, causes of action and recovery against the Department, Loop 290 Concessions, and their members, officers, employees, volunteers, agents or representatives (collectively "Department") for injury to or loss of use or destruction of any personal property of renter or its employees, agents, guests or invitees, irrespective of cause thereof, and whether due in whole or in part to the negligence of the Department and SHALL INDEMNIFY, DEFEND AND SAVE THE DEPARTMENT HARMLESS from and against any and all costs, (including, but not limited to cost of court and attorney's fees) damage injury, liability or other causes of action in contract or tort including but not limited to claims for bodily injury, sickness, disease or death sustained by any person or persons including employees, agents, guests or invitees of renter or the Department and for injury to, loss of use or destruction of property whether of renter and whether or not due in whole or in part to the negligence, active or passive of renter, its employees, guests, agents or invitees or to the concurrent negligence of renter, its agents, employees, guests or invitees and the Department or to the sole negligence of the Department.**
18. Renter agrees to employ security officers (Highly Recommended), the cost of said security officers to be paid by Renter. Renter further agrees to bear all expenses incurred by the Brenham Fire Department in enforcement of its rules and regulations and/or the Texas Alcoholic Beverage Code. *(See attachment)*
19. *A fee of \$25.00 an hour will be charged for each hour the bar is open.*
20. *Round Tables may also be rented at \$10.00 per table if needed.*

Basis Rental Fee will be:	<u>\$1500.00</u>	() Paid	() Due	(X) N/A	Date: _____
Less prepayment to reserve hall:	<u>\$750.00</u>	() Paid	() Due	(X) N/A	Date: _____
Setup Day Charge:	<u>\$200.00</u>	() Paid	() Due	(X) N/A	Date: _____
Hall Set up Charge:	<u>\$125.00</u>	() Paid	() Due	(X) N/A	Date: _____
Take Down/Day after function:	<u>\$625.00</u>	() Paid	() Due	(X) N/A	Date: _____

Event Date:

Check for Hall Rental should be made payable to: **Brenham Fire Department**
 Check for Beverages should be made payable to: **Loop 290 Concessions**

X _____
 Date Signed

X _____
 Signature of Renter

Ricky Boeker
 Signature of Rental Chairman

X _____
 Address of Renter

979-337-7300 WK. _____
 Rental Chairman Phone #

X _____
 Renter Phone #

**BREHAM FIRE DEPARTMENT
TRAINING CENTER RENTAL AGREEMENT**

The undersigned Renter has executed a rental agreement with the Brenham Fire Department and has requested alcoholic beverages be provided through Loop 290 Concessions. Pursuant to the terms of said rental agreement, the Renter agrees to be responsible for monitoring and supervising its employees, agents, guests or invitees to assure full compliance with the rules and regulations of the Brenham Fire Department and the Texas Alcoholic Beverage Code. The Renter understands that the Texas Alcoholic Beverage Code includes prohibitions against the following:

1. Sale of alcoholic beverage to an intoxicated person.
(A misdemeanor punishable by fine and/or confinement in jail)
2. Consumption of an alcoholic beverage by a minor (i.e. a person under the age of 21 years) where ***the minor is not in the visible sight of the minor's parent, guardian or spouse.***
(A misdemeanor punishable by a fine)
3. Sale of an alcoholic beverage by a minor.
(A misdemeanor punishable by fine and/or confinement in jail)
4. Possession of an alcoholic beverage by a minor where the minor is not in visible presence of an adult parent, guardian or spouse. (A misdemeanor punishable by a fine)
5. Purchasing an alcoholic beverage for a minor or making an alcoholic beverage available to a minor where the minor's adult parent, guardian or spouse is not visibly present when the minor possesses or consumes the alcoholic beverage. (A misdemeanor punishable by a fine)
6. Allowing a minor under the age of 18 years to sell, prepare, serve or otherwise handle alcoholic beverages.
7. Consumption of alcoholic beverages during prohibited hours.
(A misdemeanor punishable by a fine)
8. **No person may take more than two (2) drinks off the bar at a time nor may less than two (2) persons take a pitcher of beer off the bar at a time. (Texas Alcoholic Beverage Code 45.103-C.8)**
9. **No beer may be brought into the Hall during the event except what is being served through the bar.**

A violation of the Texas Alcoholic Beverage Code may not only impose fines and/or penalties upon the offenders, but may also result in a suspension or revocation of the permit of the licensee. You have agreed to indemnify and hold the Brenham Fire Department harmless from any and all liabilities and damages as may be sustained by the Brenham Fire Department, which are caused directly or indirectly by yourself, as Renter, or any of your employees, agents, guests or invitees.

The Brenham Fire Department will require compliance with the Texas Alcoholic Beverage Code. Known violations will be reported to the appropriate enforcement agency.

I am also aware that the Brenham Fire Department will not permit any physical or verbal altercations between or among my guests. The Brenham Fire Department will contact the local law enforcement agency for removal of any and all individuals participating in such altercations.

I acknowledge the responsibility to monitor and supervise my employees, agents, guests and invitees, and agree to assure compliance by myself and my employees, agents, guests and invitees of all rules and regulations of the Brenham Fire Department and the Texas Alcoholic Beverage Code.

X _____
Date Signed

X _____
Signature of Renter

Attachment

If Security is needed:

- All Security Officers arrangements must be made through the following:

Security Officers Contact information

Brenham Fire Marshal
Brent Sauble
979-337-7302

Brenham Police Department
979-337-7361 Office

Washington Co. Sheriff Office
979-277-6251 Office

- **Any damage to the Hall will be the Renters Responsibility**

Replace Table	\$175.00
Replace Chair	\$ 75.00
Damage to Walls	Will get estimate
Damage to Floors	Will get estimate

- **Price List from the bar if Host has a free bar for Guest's**

(All Price's subject to change)

Bar Hourly Charge	\$ 25.00 (per hour bar is open)
Keg of Beer	\$165.00 <i>(Price's subject to change)</i>
Beer cups	\$ 6.00 (per 100 cups)
Wine Cooler	\$ 3.00
Can Soda	\$ 1.00
Bottle Water	\$ 1.00
Cup of ice	\$.50
Bucket of ice	\$ 1.00
Cooler of Ice (48 qt.)	\$ 5.00

- **These are the prices if Guest purchase drinks from the bar**

(All Price's subject to change)

No Hourly Bar Charge	
Pitcher of beer	\$ 8.00
Cup of Beer (16 oz)	\$ 2.00
Wine Cooler	\$ 3.00
Can Soda	\$ 1.00
Bottle Water	\$ 1.00
Cup of ice	\$.50
Bucket of ice	\$ 1.00
Wine glass	\$ 3.00