Brick & Barrel Rental Agreement

Contractual Rules and Regulations Agreement:

Client/Corporation Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Event Date:

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Alt. Phone:

City: State:\_\_\_\_\_\_\_\_\_\_\_ Zip: Number of Guests:

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type of Event:

This agreement is between

Brick & Barrel, LLC. and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Client”) for use of the event space located at 415 N Gray St., Killeen, Texas76541 (“Venue”).

1. Reservations: Before entering into this Agreement, CLIENT shall have read, completed and signed the Brick & Barrel Rental Agreement. In order for an event to be guaranteed, Brick & Barrel must receive **a non-refundable** deposit of at least twenty-five percent (25%) of the rental fee at the time this Agreement is entered into. A ***conditionally refundable*** $300.00 security deposit due at least fourteen (14) days prior to the event. **Non-transferability**: Facility rentals made to a particular user are made exclusively for that user. User shall not have the right to assign its rights under this agreement without the prior written consent of Brick & Barrel.

No package booking is eligible to downgrade originally agreed upon package or pricing.

Package changes will be subject to the terms of any contractual updates, changes in amenities, and changes in pricing that is reflected at the time of the amendment. See further in Section 4.

If the user relinquishes a date, the date reverts to Brick & Barrel and the scheduling of a new rental date becomes subject to general scheduling availability.

**Booked event dates falling on a federal holiday weekend will incur a 15% surcharge.**

1. **Payments:**

Twenty-five percent (25%) of the rental fee at the time this Agreement is entered into.

Fifty percent (50%) of venue rental balance is due at least **ninety** (90) days prior to event date.

The remainder of any rental fee is required **sixty** (60) days prior to the event.

Package Type: Venue Access Time:

Rental Fee:$ Sales Tax:$

25% Deposit $ **(non-refundable)** cash or check # \_\_ (Payable to Brick & Barrel)

Damage Deposit: $\_\_\_\_\_\_\_\_\_ cash or check#\_\_\_\_\_\_\_\*Payable to Brick & Barrel; due14 days prior to event.

Security Personnel hours included Additional hours required: ($45/hr, tax & fee inclusive, 4-hr min.) to be paid 5-days prior to event date in cash or money order payable to Brick & Barrel)

\*Security coordinated with Greywolf Security &Protection Agency 14 days prior to event

The estimated charges of rental fee with tax for this event are $ (***not inclusive*** *of Damage Deposit, excess security personnel or add-ons*).

 **50% payment due by:**

**Final payment due on:**  ****

Any remaining residual charges for additional items will be due prior to event start. Client is responsible for meeting all payment deadlines. **In the event the client does not make final payment(s) on time, their booked date is automatically relinquished**, unless a written contingency is agreed on by venue.

Payments should be made to **Brick & Barrel, LLC** in the form of cash, check or money order. Payments made via debit/credit are not accepted.

Return Check Charge: All returned checks will be accessed a $35.00 service fee, and further this agreement will not be valid unless all payments are secured by outlined deadlines.

**Client Initials:\_\_\_\_\_\_\_\_\_\_\_ B&B:\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. Refundable Security/Damage Deposits:

If the venue is left in the condition it was found and there is no damage to the venue or missing Brick & Barrel property, then security deposit will be returned in full within 10 business days after the event. In the event the above conditions are not met, Brick & Barrel shall return a portion of these deposits with an itemized list of all additional costs incurred. In the event the final repair costs exceed all monies held in deposit, Brick & Barrel shall prepare an itemized list of damages and repair costs, fewer deposits held, and Client shall immediately pay the difference upon written demand for the same.

1. Event Cancellation/Date Changes/Contract Amendments:

If the Client cancels or releases the initial contracted date for their event, Client must provide their cancellation request to Brick &Barrel, LLC in writing by certified mail (415 N Gray St, Killeen, TX 76541) or by email to brickandbarrel415@yahoo.com. **Verbal requests are not accepted.** Cancellations by email will only be accepted from the original email address client listed on this rental agreement. **The initial deposit is non-refundable** and shall be forfeited in the event of cancellation at any time under any circumstance**. If the client cancels at least 90 days prior to event date, payments made by client exceeding the initial deposit will be refunded. Any cancellations made within 90 days of event will result in loss of all monies paid.** If the final payment is not made by the contractual deadline, the booked date will be forfeited with no refund. Furthermore, in the event the client does not provide notice of cancellation, they will still assume liability for any remaining payments until said notice is turned in**.**

Date changes will require a signed Contract Amendment and will result in administration fee of $125.00. New date in the same calendar year will be based on availability at the time of contract amendment. Date changes must occur at least 90 days prior to original event date **and all deadline terms of original rental agreement** must still be met to guarantee new event date. Date changes falling into the next calendar year will fall into new package content guidelines and pricing, and furthermore the new date cannot be guaranteed until bookings open for that next calendar year. Limit of 1 date change per contract; additional date changes will result in loss of deposit monies and will require a new rental agreement to secure a date. Date changes made after the 90-day deadline will be considered a cancellation and require a new rental agreement to secure a new date.

**Brick & Barrel reserves the right to cancel any event, at any time, without refund, with written notice to the Client if any of the terms or conditions of this contract are not met by the Client.**

**Brick & Barrel holds no obligation to communicate reminders of payment deadlines. Client is solely responsible to meet all payment deadlines.**

**Brick & Barrel reserves the right to cancel any event 90 days prior to the event date with written notice and a full refund, without reason**.

Package Changes: We do not accept any package downgrades. Package amenities within package may be reallotted on a case-by-case basis solely on the discretion of venue. Any upgrades will require a contract amendment, and pricing will be based on packages offered at time of amendment.

1. Live Music/DJs/Noise/Live Performances:

Brick &Barrel encourages music and lots of dancing! However, please be advised that Brick & Barrels onsite management has full authority to ask the client, DJ or Live Musician to turn the entertainment down and/or off if repeated disturbances are created. **All DJs, live musicians or live performers must carry liability insurance**. Loud music must end by 10:00pm during weeknights (Monday-Thursday) and by midnight on weekends (Friday and Saturday).

1. Catering Standards:

Brick & Barrel has a list of client-recommended caterers. Client agrees to notify Brick & Barrel of the catering company selected no less than 15 days prior to the event date. All professional caterers working on-site at Brick & Barrel are **required to have a valid Certificate of Liability Insurance**. Caterers may be asked to provide proof of EIN.

**Self-serviced/food drop-off kitchens incur an additional refundable $150 kitchen deposit, and intent of self-service must be communicated & fee paid to Brick & Barrel at least 15 days prior to event.** Caterers without credentials will be considered under this “self-service” policy.

**Kitchen policy**: The kitchen space is production space only and is to be used for final food preparation, plating and bussing. **No cooking on premise.** Brick & Barrel **does not** provide dishes, cookware or utensils. The kitchen production area will be provided in a clean condition and the space should be returned to a clean condition following your event, or may result in the loss of deposit monies. No grease, oils or food to be placed down the drains. Prep tables, counters, sinks & wall must be wiped down. **Floors swept and mopped all food & trash must be collected, properly bagged and removed by caterer or client.**

**Client Initials: B&B:**

1. **No Smoking/Vaping Policy**:

The Venue has a no-smoking/vaping policy that will be strictly enforced.

1. Events at Brick & Barrel are typically *Adult Only* affairs. All minors must be under the

direct supervision of parents or guardians at all times. Brick & Barrel does not provide babysitting services. Any damages caused by unattended minors will fall under the responsibility of the client.

1. Alcohol:

All alcoholic beverages provided by the Client must be served **only by a TABC (Texas Alcohol and Beverage Control) licensed bartenders and/or servers** and must be in compliance with all applicable laws. All bartenders must **provide proof of Liquor Liability Insurance** no later than 5 business days prior to event. TABC license must be provided to the venue no later than 5 business days prior to the event. It is the Client’s responsibility to make sure this paperwork is turned in. *Bar services may not open until their TABC permit is on display in venue.* All Alcohol to be served from the bar area only, guests are not allowed to serve themselves. Guests are not permitted behind bar at any time during service. The bar must close 30 minutes prior to the end of the event time. Brick & Barrel will not be responsible for intoxicated guests. Client will be held liable and responsible for providing transportation for intoxicated guests. Keg tapping and disconnection are by authorized personnel only.

*No alcohol will be allowed on premise without prior notice to Brick & Barrel. No alcohol will be served or consumed on premise prior to permit being displayed.*

1. Security Personnel:

**All events** require one in-house security officer, no exceptions. Security for the event will be coordinated by Brick & Barrel. Privately hired security personnel does not account for Brick & Barrel’s security requirement due to jurisdiction laws and insurance purposes. Security must be in place at the start time of the event and must remain in place until the last person has exited the building. Additional security may be acquired at the discretion and cost of Lessor. If deemed necessary, Brick & Barrel does reserve the right to secure additional security at the cost of the client for any event over 75 guests, or based on the nature of the event being hosted.

1. Use of Space:

A final walk through with Client must occur with a Brick & Barrel representative at the venue no later than 2 weeks prior to the event date for the purposes of reviewing all aspects of the event and contract, and to determine a diagram for the use of space. *Client is responsible to set up appointments with Brick & Barrel to accommodate these meetings*; no more than two 1-hour in-person appointments are guaranteed to the Client without incurring extra fees. Client agrees that Brick & Barrel staff may enter and exit premises during the course of the event. Brick & Barrel does not offer storage services prior to or after rental date.

1. Wedding Packaging/Rehearsal Slot:

Client is solely responsible for booking consultation appointments. Brick & Barrel does not include ‘coordination’ services in any package. Brick & Barrel on-site staff are solely present for venue needs & concerns only, unless agreed upon in writing with venue management.

A complimentary 2-hour rehearsal will be allowed for clients booked with our Wedding Packages during normal operating hours (9:00am-6:30pm) Monday-Thursday, unless otherwise booked on client-paid upgrades. Rehearsal slot booking is considered to be on a ‘first come, first serve’ basis and is the client’s responsibility to book. There is no food or alcohol service allowed during rehearsal slot, unless upgraded on a Rehearsal Dinner Slot, in which all **alcohol & kitchen rules will apply, no exceptions.**

1. Decorations:

Brick & Barrel wants to make every event here a special experience, every effort will be made to allow renter to prepare decorations reflecting their creative themes. Client agrees any personal property can be moved by Brick & Barrel personnel. All candles must be contained. No nails, screws, staples or penetrating items are to be used on walls, furniture, ceiling or floors. No loose glitter or foil (non-paper) confetti allowed on site. No hazardous, poisonous, and/or flammable materials may be used at the venue, including the immediate vicinity outside the venue. Bubbles and sparklers may be used outside only. **No animals**, other than those providing licensed assistance to guests with disabilities, are allowed. No early drop off of décor unless expressly agreed upon with venue. All property of Brick & Barrel is not for use unless outlined in contracted package, as a paid rental or agreed upon with management. All client décor must be uninstalled & removed same-day. **Balloons:** No balloon shine is to be applied inside the facility.

**Client Initials:\_\_\_\_\_\_\_\_\_\_\_\_ B&B:\_\_\_\_\_\_\_\_\_\_\_\_\_**

 14. Duration/Access Time:

The Venue **“closes”** at midnight (12 am) all events must end and the associated cleaning finished by midnight. *General venue duration does not guarantee client access to Venue;* ***Access to the Venue is outlined per the specific package purchased by client, and timeline must be pre-determined prior to event date, with a security officer present until all guests have exited.***

Diamond Packages: Noon to midnight Standard Event: Noon to 10pm

Basic Wedding Package: Noon to 11pm Standard Plus Event: Noon to midnight

Business Hourly: as rented (no early or late access) Early Bird: 4-hour slot, 30 min early entrance & exit

 15.Compliance:

Client agrees to comply with all City of Killeen ordinances and State and/or Federal laws relating to the use of the Venue, including but not limited to Internal Revenue Service regulations for collection of any fees or funds; the TABC regulations for liquor licenses and all other regulations and legal decisions 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. In such cases, NO REFUND of event costs shall be given. Brick & Barrel shall fully cooperate with law enforcement agencies in prosecution of perpetrators of this provision to the fullest extent of the law.

1. 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 of 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 the venue and jurisdiction in Bell County, Texas. Any lawsuits against Brick & Barrel if not won by party suing Brick & Barrel shall pay attorney fees and management fees for the time invested by Brick & Barrel.

***Any contingencies made not outlined in chosen package or this rental agreement cannot be guaranteed unless agreed upon in written consent from venue management.***

1. Warranties:

Brick & Barrel does not make any warranties to Client regarding the venue or its use. Brick & Barrel cannot be held liable for any unforeseen state closures, emergencies or breakdowns such as air conditioning, heating or power outages. Brick & barrel cannot be held liable for any arising force majeure, natural disasters or any related incidents which directly affects client’s event date.

1. Indemnification:

Client shall be responsible for any and all damage to the facility and/or any other property owned or leased by Brick & Barrel caused by client or any vendor, guest or invitee of client from the use of the venue. To the fullest extent permitted by law, Client shall indemnify and hold harmless Brick & Barrel, its agents, or assigns from and against claims, damages, losses, and expenses of any kind during said event, or which directly affects said event. Brick & Barrel shall not be liable for any losses, damage or injury of any kind or character to any person or property arising from the use of the Facility or caused by any defect in any building, structure, equipment, furniture or other property comprising the Facility or otherwise owned or leased by Brick & Barrel. Client is responsible to sign any current waivers or disclosures, and acknowledges their failure to sign said documents results in non-compliance of this rental agreement.

**We do recommend that all clients consider purchasing Event Insurance.**

***Fireplace is seasonal usage only, usage outside designated season will incur fees based on market pricing of firewood.***

**Acknowledged, Agreed and Authorized by Primary Contact/Renter Date**

**Acknowledged, Agreed and Authorized by Brick & Barrel, LLC Date**

**Revised 4/18/2023**