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. We do not allow “subletting” under any circumstance. User shall not have the right to assign its rights under this agreement without the prior written consent of Brick & Barrel.

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:** For bookings made prior to 90 days in advance of event:

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.

For bookings made within 90 days of event:

**Any package booked within 90 days of event will require a non-refundable full payment due at booking.**

Package Type: Venue Access Time:

Rental Fee:$ Sales Tax:$

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

Damage Deposit: $300 cash or check#\_\_\_\_\_\_\_\*Payable to Brick & Barrel, due 14 days prior to event.

Security Personnel hours included

Additional security hours ($45 per hour) due 5 days prior to event date, payable to Brick & Barrel

Security coordinated by Brick & Barrel management with Greywolf Security &Protection Agency

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:**  ****

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.

Venue balance & security personnel 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**.

Any remaining residual charges for additional items/rentals are due at least 14 days prior to event.

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 in-person, or by certified mail (415 N Gray St, Killeen, TX 76541), or by email to brickandbarrel415@yahoo.com. Cancellations by email will only be accepted from the original email address client listed on this rental agreement. **Verbal or phone requests are not accepted.**

**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, venue balance payments made by client **exceeding the initial deposit** will be refunded. **Any cancellations made after the 90 day deadline 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 due upon amendment.** New dates 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 change requests 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 package upgrades will require a contract amendment, and pricing will be based on packages offered at time of amendment.

1. Kitchen Usage & Catering Standards:

Brick & Barrel does not offer any catering services. We can provide a list of client-recommended caterers.

Client agrees to notify Brick & Barrel of the catering company selected no less than 14 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-service “DIY” kitchens incur an additional $150 kitchen fee,** and intent of self-service must be communicated & fee paid to Brick & Barrel at least **14 days prior to event.** *Up to $100 of this fee is considered refundable if kitchen is brought back up to standard, as listed below.*

Caterers without credentials will be considered under this “self-service” policy.

Food drop-off service is not considered “self-service” **if no kitchen access is required**, to include kitchen refrigeration. In this case, kitchen access will not be available throughout the longevity of event date.

Kitchen policy: **No cooking on premise.** Brick & Barrel **does not** provide dishes, utensils or cleaning supply. The kitchen space is production space only and is to be used for final food preparation, plating and bussing. The kitchen area will be provided in a clean condition, and the space should be returned to our kitchen standard following your event, or will result in the loss of deposit monies.

Kitchen Standard: **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.** No grease, oils or food to be placed down the drains.

**Client Initials: B&B:**

1. Music/DJs/Live Performances & In-House Sound System:

Brick & Barrel staff has full authority to ask the client, DJ or Live Musician to turn the entertainment volume down and/or off if disturbances are created. **All DJs, live musicians/performers must carry liability insurance**. Proof of insurance is required at least 5 days prior to event date.

On-site Sound system: Brick & Barrel features an on-site sound system; however, its usage is not guaranteed to client. System is not to be handled by client, their guests or vendors, at any time without direct assistance from Brick & Barrel staff. Any damages caused by client, vendor or guest will be at the liability of client. No liquids or food may be handled or consumed at or on sound system area.

DIY Music/Sound: While clients have full capability to provide their own sound/DJ for their event, any heavy or large equipment brought onsite will require proof of liability insurance.

Loud music must end by 10:00pm during weeknights (Monday-Thursday), and by midnight on weekends (Friday and Saturday) per city ordinance.

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

The Venue has a no-smoking/vaping policy that will be strictly enforced including within the building, covered outdoor patio, or entrances/exits.

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 permit designated “child-only” tables. All minors under the age of 12 must be seated with parent and/or guardian during all food service. Brick & Barrel does not provide babysitting services. Any damages caused by unattended minors will fall under the responsibility of the client, including any damage to surrounding vegetation or building structure. Minors are not permitted in kitchen, sound system area, catering entrance, or behind bar.

**Any event with minor occupancy exceeding 15% of total guest count must have a designated childcare provider for the longevity of event with a minimum 1:5 ratio; in the case of this, childcare provider(s) is not permitted to partake in any alcohol service. No Exceptions.**

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, client & guests are not allowed to serve themselves. Guests are not permitted behind bar at any time during service. Brick & Barrel has full authority to immediately stop service of alcohol to what Brick & Barrel personnel, bartender or security personnel determines as an overserved guest.

**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 Brick & Barrel 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.*

Open/Concealed Carry (pertaining to alcohol service): We do not permit any client, guest, invitee or vendor carrying a licensed firearm to be served or consume alcohol on premise for the duration of event.

Ice Machine: Requires servers with a valid food handler’s license; license must be turned in prior to event start. In such cases with no credentials, ice machine usage can only be handled by Brick and Barrel staff.

1. Security Personnel:

**All events** require one in-house security officer, no exceptions. Security company requires a minimum of 4-consecutive hours of paid time. 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. Security must be in place during any alcohol service, including any pre-event alcohol service on site. Additional security may be acquired at the discretion and cost of client. 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. Any vendor-based event or event that includes the sales of entrance tickets will require a minimum of 2 security officers at the cost of the client, to be coordinated by Brick & Barrel. Additional security hours must be secured and paid for at least 5-days in advance of event.

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

 11. Duration/Access Time:

All events must end and the associated cleaning finished by determined end time as outlined on client’s finalized Event Information Sheet.

**General publicly-listed venue “opening hours” 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 occupants have exited, including but not limited to, designated party “helpers” for cleaning purposes, or guests awaiting departing transportation.**

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

1. Use of Space:

Appointments: Client is solely responsible for booking consultation appointments. *Client is responsible to set up appointments with Brick & Barrel to accommodate these meetings*; while every effort possible will be made to assist clients with their rental and package amenities, we cannot guarantee more than two 1-hour in-person appointments without incurring fees, additional or excessive appointments will accrue a $25 service fee each. All appointments onsite must be relevant to the client’s package and its included amenities and/or additional rentals made through the venue, and are not to be used for private consultations with client’s other hired vendors.

Client must finalize & turn in their Event Information Sheet with a Brick & Barrel representative no later than 14 days prior to the event date for the purposes of reviewing all aspects of the event and contract. A final walk-through is required at least 30 days in advance of event to determine a layout for the use of space, and all finalizations of layout must be made no later than 14 days prior to event date. 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.

Any layout reset made on event date will incur a $150 reset fee.

1. Wedding Packaging & Rehearsal Slot:

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.

Rehearsal: 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 finalized at least 30 days in advance of event date, no exceptions.

Rehearsal slot booking is considered to be on a ‘first come, first serve’ basis and is the client’s responsibility to book. We will not automatically book rehearsals for clients who do not finalize by deadline, and in that event, rehearsal slot will be considered forfeited.

Friday rehearsal upgrade is available for Diamond Package clients only, and at the cost of $150.00.

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.**

14a.Decorations:

Brick & Barrel wants to allow 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 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.

Package Inclusive Linens: All linens included within select packages are the responsibility of the client to be chosen from in-stock options, and must be finalized a minimum of 14 days prior to event date. Every attempt will be made to accommodate linens required, however, finalizations not made by deadline are subject to loss of linens without refund. Excessive damages to linens caused by any burns, holes, dyes, glues or stains will result in request of replacement at the cost of the lessee.

Linens requested for food service tables are available in black only.

Any linen upgrades must be finalized and paid at least 14 days prior to event to guarantee.

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

14b.Decorations (continued):

Balloons: No balloon shine is to be applied inside the facility. Balloons must be removed from site after event end; if discarding on site; they must be bagged, popped, and properly discarded in dumpster.

Paper Confetti & Faux Petals: must be properly bagged and discarded at event end.

Diamond Package Florals: Florals chosen are based on current market rates at time of the event occurrence. Due to the nature of shipping and perishable product, all florals are subject to substitutions without advance notice. Florals must be discussed and **finalized** at least 31 days prior to event date to be guaranteed. Finalizations not made by deadline are subject to loss of amenities without refund.

**All December events are subject to seasonal holiday décor that is not removeable.**

1. Vendors:

Brick & Barrel does not have a preferred vendors list; we can provide a client-recommended vendors list upon request. All vendors that will be onsite must provide a copy of their liability insurance no later than 5 days prior to event date. Any event with client-hired vendors that **do not** carry proper insurance credentials will be **required to obtain day-of Event Insurance** to be turned in no later than 5 days prior to event date. Brick & Barrel is not affiliated with any vendor providing services or items not included within Brick & Barrel venue packages.

1. Service Animals:

**No animals**, other than those providing licensed assistance to guests with disabilities, are allowed. In such cases, service animal must be wearing a service animal vest clearly displaying credentials.

1. Internet Access:

While Brick & Barrel does have wireless internet access, we cannot guarantee unforeseen outages in the area will not occur. It is not available for open usage by guests. Any vendors hired by client that require guaranteed internet access are encouraged to provide their own wireless connection; venue is not liable in the case our internet connection is not available.

1. Outdoor Heaters/Fireplace Usage:

Outdoor heaters & firewood are seasonal usage only; i.e. events occurring within the months of December, January, February, *or* temperatures falling under 45 °F during event.

Outdoor heaters are of complimentary usage except in the case of deemed out-of-season usage, or in the case of temperatures exceeding 65 °F for the longevity of event in designated seasonal timeframes.

Any firewood usage incurs a $35 fee, subject to change without notice based on market price at time of event. Usage requested falling outside of designated season will incur fees based on market pricing of firewood & propane. All usage must be predetermined to event start to ensure staffing is available to light & maintain heaters/fireplace. Clients and their guests are not permitted to light or handle any firewood or heaters at any time.

1. 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.***

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

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.

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

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

**Revised 4/30/2024**