

# TERMS AND REGULATIONS READ BEFORE SIGNING

## Facility Cleanliness

- i. Lessor will provide the facility in a clean and safe condition.

## Deny Right to Use

- i. Lessor reserves the right to deny use of the facilities to individuals, groups, or organizations due to the following conditions:
  - 1. Excessive demands, based on previous use of the grounds or facilities.
  - 2. Damage to grounds, buildings, or other facilities based on previous or perceived use.
  - 3. Activities that, in the judgment of Double B, is not conducive to the appropriate and reasonable use of the facilities.

## Event Cancellation/Termination

- i. Lessor has the right to terminate the event at any time if conditions set forth are not followed.
- ii. Lessor may cancel any event when it has been determined by Double B that to hold the event jeopardizes the interests and property of the facility and/or the lives and safety of the event participants and Double B employees.

## Liability and Damages

- i. In consideration for use the facility, the lessee, its agents, employees, and/or assigns, waives, releases, and discharges all claims for damages, personal injury, death, cost and expenses, causes of action or property damage which any event participants may have, or which may hereafter occur to them because of participation in the event(s) which may occur during the use of the facility.
- ii. Lessee, its agents, employees, and/or assigns agrees to defend, indemnify, and hold harmless Double B, its employees, agents, and volunteers against all such claims, demands, suits and expenses, whether any such claim or action is alleged to have been caused in part by Double B as a party indemnified hereunder.
- iii. Lessee, its agents, employees, and/or assigns agrees to discharge in advance, Double B, its employees, and agents from all liability arising out of or connected with the applicant's event, even if liability arises out of negligence or carelessness on the part of Double B.
- iv. Lessee, its agents, employees, and/or assigns shall be solely responsible for any liability, claims, loss, damages, costs and expenses, including attorney's fee, arising out of its use of the Double B facility. Lessee agrees to defend, indemnify, and hold harmless Double B, its employees, agents, and volunteers against and all such claims, demands, causes of action, suits and expenses, arising out of or resulting from its use of Double B facilities. Said damages to be paid firstly by the Lessee and/or their insurer. Any claim for damages, loss and/or injury arising out of the use of the facilities by the Lessee, its agents, employees, and/or assigns shall be considered the primary loss of the Lessee's insurer and Lessor's insurer shall be considered secondary.
- v. Lessee, its agents, employees, and/or assigns shall report all damage immediately to a Double B representative. Any damages at fault of Lessee will be deducted from deposit and remainder returned to Lessee once damages have been repaired.
- vi. Lessee, its agents, employees, and/or assigns allow outside food to be brought into Double B Party Barns.

## Lessee Representative

- i. Lessee will designate one individual as the Lessee Representative for the group or organization using the facilities. The Lessee Representative shall observe all regulations governing the facility premises. The Lessee Representative for this event is:

Name \_\_\_\_\_

Contact number \_\_\_\_\_ date \_\_\_\_\_

## Facility Use

- i. Lessee agrees to provide full and complete disclosure of the nature and extent of the proposed use of the facilities.
- ii. Lessee agrees to be fully responsible for seeking clarification regarding the facility rental rules and guidelines.
- iii. Lessee is responsible for advising all event attendees of the rental rules and guidelines and shall ensure that all attendees adhere strictly to all regulations posted at the facility or referenced to herein. failure to adhere to said regulations may result in this agreement being terminated without refund of any fees paid and/or refusal to lease facilities to Lessee in the future.
- iv. Lessee will exercise the greatest care in use of the facility (to include equipment) and adjacent premises.
- v. Lessee will use only the facility identified in this Agreement.

## Facility Subleasing

- i. Lessee will not sublease to or permit any other group or organization not named on this Agreement to use said facilities without the authorization of Double B.

## Facility Cleaning

- i. Lessee will be responsible wiping down the tables at the end of the night after the event. Failure to do so may result in the forfeiture of the security deposit and/or refusal by Double B to lease facilities to Lessee in the future.
- i. Lessee will ensure event sponsors and participants park in designated areas only and that accesses maintained always for emergency vehicles. Parking control is the Lessee's responsibility and must meet the requirements of Double B. Vehicles parked in areas other than the designated parking areas will be towed at the vehicle owner's expense.
- ii. Event participants are welcome to leave vehicles overnight if necessary. Double B is not responsible for any damages to or theft from vehicles left overnight. Vehicles may be left outside of gates in front of the office.

## Security

- i. During any event where the Lessee receives or collects monies, the Lessee shall be solely responsible for the security of their inventory or money. Double B or its personnel, agents, employees, or volunteers shall not be responsible for any losses incurred during the event.
- ii. Use of security will be negotiated between Lessor and Lessee. Lessor can provide security at an additional cost. Lessee may be allowed to provide their own security if needed.

## Double B Equipment/Material Removal

- ii. Lessee will under no circumstances remove Double B equipment or material from the facilities, unless arrangements have been previously made through a Double B representative.

## Disorderly Conduct

- i. Lessee will prohibit disorderly conduct. It shall be unlawful for any person to engage in any activity on Double B facility grounds, which may constitute a hazard to others.

## Firearms, Fireworks, and Explosives

- i. Lessee will prohibit the possession or use of firearms, fireworks, and/or explosives of any kind on the facility premises.

## Catering

- i. The Double B catering services include the setup of food, 1 hour of serving, buffet tables, clean up, and trash clean up when you use our catering.
- ii. Gratuity is included in the Double B Catering fee, so gratuity is added to the final bill of 15%.
- iii. The Catering fee does not include sales tax of 8.25%.
- iv. Double B Party Barns and Catering is an all-exclusive venue and all meals being provided must be through our catering service. With the exclusion of cake and punch.

## Set Up/ Clean Up

- i. Table and chairs are provided from Double B, but we can only provide as many as we have in storage. If the Lessee needs more, they are responsible for renting additional tables and chairs from another facility.
- ii. Double B will provide the setup of table and chairs at no additional cost.
- iii. Double B provides a cleanup service at no additional cost. The Lessee is only responsible for wiping off the tables.
- iv. If you wish to rehearse or set up the day before (if we don't have another events) we allow 2 hrs, and take \$250 from deposit **PLEASE INITIAL HERE** \_\_\_\_\_

## Alcohol

- i. No alcohol may be brought in or taken off Double B Party Barns premises. The whole facility is TABC certified. If guests drink any alcohol not licensed by Double B, they will be asked to leave the property and event is subject to be shut down. This will also result in the loss of the deposit.
- ii. Double B Party Barns will include bar set up, a bar, and a bartender up to 150 guests with all events at no extra charge except for what is consumed. For every 100 guests after the initial 150 guests there is a \$200 fee. There must be more than 30 guests present for the bar to remain open. Double B reserves the right to refuse service to anyone at his or her discretion.
- iii. Parties may choose an open bar in which the alcohol is included on the party's check, or a cash bar in which the guests purchase their own drinks. Double B Party Barns serves domestic and import beer, mixed drinks, wine and margaritas. Specialty alcohol or wine may be requested.

## Beer, Wine, Liquor and Margaritas Pricing:

Domestic Beer- \$3 Bud Light, Coors Light, Miller Lite  
Import Beer- \$4 Michelob Ultra, Dos XX, Shiner Bock  
Glass Wine- \$5 Chardonnay, Red Blend, Blush  
Champagne- \$20 Bottle, glass price is not available  
Cocktails- \$5 Margaritas, Chiltons, Michaladas  
Well Liquor- \$4 KD Bourbon, Heaven Hill Vodka, Taaka Gin, Ron Pontalba Rum, Pancho Villa Gold Tequila  
Premium Liquor- \$6.00 Crown, TX, Titos, Johnny Walker, Pinkertons Rum, Bombay, & Fireball

## Underage Drinking

- i. Lessee will prohibit underage drinking per the state laws. It shall be unlawful for any person under the legal drinking age (21 years of age) to engage in any alcoholic drinking on the Double B property.

## Music

- i. Lessee will, for events where the Lessee provides music, ensure that the music is kept to a reasonable sound level. Any noise complaints and/or violations shall be the sole responsibility of the Lessee.
- iii. If Lessee has outdoor music and requires Double B to purchase a noise permit of \$ , the Lessee will reimburse Double B Party Barns for the required fee.

## Pets

- i. Only service animals that assist the disabled will be permitted in the Double B facilities. Service animals must be well behaved and leashed always. Service animals are not permitted in or near concession and kitchen areas. Loose animals may be reported to the animal control officers for proper disposition.

## Facility Inspection After Event

- i. Lessee will, upon completion of the activity, contact a Double B representative to inspect the facilities used, to mutually agree as to the condition of the grounds and/or facilities. Any deposits received will be returned only after inspections are completed satisfactorily.

## Event Cancellation

- i. Lessee will call a Double B representative at least 2 weeks prior to the event to cancel. In the event of cancellations, the deposit will not be refunded.
- ii. If Lessee fails to cancel at least two weeks before the event, the Lessee forfeits the full rental fee as well as the deposit.

## Fee Schedule

- i. The security deposit of \$500 is to be paid immediately on holding of the facility. Facility will not be held without this deposit. This deposit is non-refundable if event is cancelled.
- ii. The remaining balance of the rental fee will be paid at least two (2) weeks prior to event. If fee is not received by this time, the event is subject to cancellation.
- iii. Any catering will be confirmed at least 2 weeks prior to event. The remaining catering service fees are to be paid at least two (2) weeks prior to event. If fee is not received by this time the event is subject to cancellation.

## RENTAL FEE IS DUE BY \_\_\_\_\_

## Credit Card Transaction Fee

There will be a fee of \$10 to book and pay rental fees or catering services with a credit card. The bar will not charge extra for credit cards, however there is a \$10 minimum per transaction.

## American Disabilities Act

Lessee agrees to comply with the American Disabilities Act and not to discriminate based on disability while using any Double B facilities.

Lessor and Lessee agree that no other agreement is in place, verbally or written. If any concessions are made to this contract, it will be in writing on this contract with Lessor as well as Lessee signatures beside the changes. I have fully read, comprehend, and agree to abide by Double B policies and procedures described in this facility rental agreement.

Lessee Print Name \_\_\_\_\_

Lessee Sign \_\_\_\_\_ date \_\_\_\_\_

Double B Agent \_\_\_\_\_ date \_\_\_\_\_