

## Venue Rental Agreement | Wright Gallery

This venue rental agreement executed by the undersigned parties on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, constitutes an agreement for the rental and use of property managed by the Red River Valley Museum (hereinafter "Owner"). Regarding the terms and conditions of use, the undersigned parties agree as follows:

**Renter Full Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

The above renter shall be referred to collectively hereinafter as Renter. Renter is responsible for the obligations contained in this agreement.

Credit Card #: \_\_\_\_\_ Name on Card: \_\_\_\_\_

Exp Date: \_\_\_\_\_ CVV: \_\_\_\_\_ Billing Zip: \_\_\_\_\_

*(Held on file, only to be charged if items/facility damaged or if balance due not paid in full. Renter will be notified before any charges are made. Information shredded when balance paid in full.)*

### GENERAL RENTAL INFORMATION

Date of Event: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

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

Number of Guests Attending: \_\_\_\_\_

Renter intends to serve alcohol? Yes  or No  (Renter(s) Initials) \_\_\_\_\_

### ITEMS INCLUDED IN BASE RENTAL (\$80)

- 3 hours use of rental space
- Three large round tables
- Twenty chairs
- Two 4ft tables

## ADDITIONS TO BASE RENTAL

- Up to eight additional 4ft tables: \_\_\_\_\_ tables
- Use of fridge/freezer
- Up to four additional hours: \_\_\_\_\_ hours (+\$50 per hour)
- Artist led Paint Party for 10 painters (+ \$70)
- Escape Room guided activity, best suited for ages 7+ and groups of 2-6 children (+\$70)
- Guided Museum Tour additional guests: \_\_\_\_\_ (+\$5 each)

**Renters are solely responsible for providing:** All refreshments, tableware and napkins, decorations, or linens | Additional tables and chairs beyond amount set forth in Agreement | Trash bags (bins on site are 13 gallon)

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**DEPOSIT:** A deposit of \$75.00 is required in advance to successfully reserve the venue. The entirety of the deposit will be returned to the Renter(s) if the facility is left clean and undamaged (cleaning checklist can be found on final page of agreement)

**CLEANING & REPAIR FEES:** Additional charges may be made for actual or estimated repairs or cleaning costs to restore the venue, grounds, equipment, or other property to the same condition prior to Renters use of the venue and Owner's property.

**CANCELLATIONS:** All cancelations must be made in writing and delivered to the Owner at least 7 days prior to the Event Date. 50% of Deposit will be returned if these stipulations are met.

If the event is cancelled within 2 days or less of the Event Date Renter is responsible for payment in full and 0% of the Deposit will be returned.

**PAYMENTS:** All payments due herein shall be made using cash, personal check, or debit/credit card. All checks shall be made payable to "Red River Valley Museum" at P.O. Box 2004, Vernon, TX 76385. Total contract fee must be paid 7 days prior to the Event Date.

**TOTAL RENTAL COST DUE:** \_\_\_\_\_

**DATE PAYMENT DUE:** \_\_\_\_\_

*Museum Representative:*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

*RENTER:*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_

Date \$75 Deposit Paid: \_\_\_\_\_

Date Rental Cost Paid: \_\_\_\_\_

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Cleaning Check List

- All tables are wiped down
- All chairs are stacked and put away
- All visible trash has been picked up and floors have been swept
- All trash is taken to the dumpsters outside
- Restrooms are to be checked for anything that is beyond normal use (i.e. toilets clogged due to intentional damage such as full rolls of toilet paper or paper towels thrown in them). Any damage or vandalism that is beyond normal use and not cleaned up will forfeit the cleaning deposit.
- If kitchen is used all surfaces have been wiped down (i.e. stove, counters, sink) and trash is emptied

**FAILURE TO CLEAN UP WILL FORFEIT THE CLEANING DEPOSIT.**

Cleaning deposit is available for refund 5 business days after the event providing that there were no violations of the clean-up policy. Deposits not claimed after 30 days will be forfeited.

Cleaning Deposit Returned?: Y N

Date Cleaning Deposit Returned: \_\_\_\_\_

# Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on \_\_\_\_\_ by and between the Red River Valley Museum (hereinafter, "RRVM"), and \_\_\_\_\_ (hereinafter, "Rentee"), RRVM and Rentee\_and are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Rentee desires to use the RRVM's property located at 4600 College Drive, Vernon, TX 76384 (the "Property") to rent the museum's gallery space for an event; and

WHEREAS, in exchange for making the Property available to Rentee for such purposes, rentee desires to hold harmless the RRVM from any claims and/or litigation arising out of 's Rentee's use of the Property

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, RRVM and Rentee hereby agree as follows:

## TERMS

**1. Hold Harmless.** Rentee shall fully defend, indemnify, and hold harmless RRVM from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever ( including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Rentee, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to RRVM for all legal fees, expenses, and costs incurred by it.

**2. Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

**3. Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**4. Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

**5. Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

**6. Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

**7. Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under law.

**8. Applicable Law.** This Agreement shall be governed exclusively by the laws of , without regard to conflict of law provisions.

**9. Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of . Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

**10. Signatures.** This Agreement shall be signed on behalf of the RedRiver Valley Museum by a museum representative, and on behalf of Rentee by \_\_\_\_\_, and effective as of the date first written above.

Museum Representative Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Rentee Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_