



## ROOM RENTAL AGREEMENT

This Venue Rental Agreement (hereinafter "Agreement") is entered into this \_\_\_\_\_ made by and between The Cain Center in Athens, Texas, located in Henderson County, Texas, hereinafter referred to as "The Cain Center", acting by and through its Representative at The Cain Center, 915 S. Palestine St, Athens, TX 75751, and \_\_\_\_\_ hereinafter referred to as "Renter."  
(Business Name/ Contact Name)

By signing this agreement, Renter has read, agrees, and will abide by the "**Terms and Conditions of The Cain Center Rental Agreement**". Renter hereby certifies that all information contained in this Agreement, the application and acknowledgement forms relating to said Agreement is true and correct, and Renter further agrees and acknowledges that all activities connected with this Agreement shall be conducted in accordance with the terms and conditions set out herein, and all applicable federal, state, and local laws.

Any Addendum approved by The Cain Center Representative shall have precedence over any conflicting provisions of this Agreement.

This Agreement including any application or acknowledgement made a part hereof contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

The undersigned has read and agrees to abide by the above rental policies and hereby agrees to rent The Cain Center.

*In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.*

*In accordance with Texas Government Code 2252.152, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.*

IN WITNESS WHEREOF, the parties to these present have executed this Agreement in the year and day first above written.

**THE CAIN CENTER REPRESENTATIVE**

**RENTER**

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

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

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

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

Date of Event: \_\_\_\_\_ Event Name: \_\_\_\_\_ Customer # \_\_\_\_\_

*Multipurpose* \_\_\_\_\_ *Meeting Room 1* \_\_\_\_\_ *Meeting Room 2* \_\_\_\_\_ *Civic Hall* \_\_\_\_\_

*Lounge* \_\_\_\_\_ *Poolside Party #1* \_\_\_\_\_ *Poolside Party #2* \_\_\_\_\_ *Kitchen* \_\_\_\_\_

	Start	End <b>**hours MUST end by 1:00AM</b>
Set- Up Hours	AM/PM	AM/PM
Event Hours Total:	AM/PM	AM/PM

Number of People \_\_\_\_\_

Band/ DJ Name \_\_\_\_\_

Rental Fee \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

Utility fee \$ \_\_\_\_\_ Total \$ \_\_\_\_\_  
(Public use event)

Damage Deposit \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

Adt'l Event Hours \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

Adt'l Pre-Event Hours \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

Cleaning Fee \$ \_\_\_\_\_ Tax 8.25% \_\_\_\_\_ Total \$ \_\_\_\_\_

\*\*\*if tax exempt, you must provide tax-exempt form

Kitchen Rental \$ \_\_\_\_\_

Stage Set-up \$ \_\_\_\_\_

**TOTAL FEES DUE:** \$ \_\_\_\_\_

**(50% Rental Deposit Due at Booking):** \$ \_\_\_\_\_

**(Remaining Amount Due 30 days Prior to Event Including Rest of Rentals and Damage Deposit):** \$ \_\_\_\_\_ Due: \_\_\_\_\_

**(Security Fee Due at Beginning of Event):** \$ \_\_\_\_\_

**THE THE CAIN CENTER REPRESENTATIVE**

**RENTER**

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

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

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

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

Address (where damage deposit will be mailed): \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Checks Payable to: \_\_\_\_\_

**Contact information:**

Primary Contact: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Secondary Contact Email: \_\_\_\_\_

***The Cain Center observes the following holidays and shall be closed:***

*New Year's Day, Good Friday, Easter, Independence Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day*

**ADMIN ONLY:**

- Floor Plan Submitted
- Proof of Event Insurance
- List of Vendors Used
- Tax Exempt Form (if applicable)
- Written Approval for Alcohol Service (if applicable)
- TABC Permit Facility & Bartender (if applicable)
- Copy of Edited Terms and Conditions (if applicable)

**TERMS AND CONDITIONS FOR THE CAIN CENTER RENTAL AGREEMENT**

**1. Reservations and Deposits:**

Reservations for The Cain Center are accepted on a first-come, first-served basis only, with constraints upon **availability, time and nature of rental.**

- a. There is a maximum advanced booking of three hundred and sixty-five (365) days from current date.
- b. A signed rental agreement and rental deposit are required to reserve a date.
- c. Event date is not confirmed until the Renter has received a copy of the signed rental Agreement and a receipt of deposits from The Cain Center.
- d. The balance of the rental fee and the damage deposit are due thirty (30) days in advance of the rental date.
- e. When booking a date within Thirty (30) days, the full amount of rental fee and damage deposit shall be due at the time of booking. If the remaining balance is not received at this time, the reservation shall be cancelled and made available for lease.
- f. Based on the Room rented, a damage deposit of \$50-\$500 is required. The damage deposit shall be returned within thirty (30) days after the Renter’s event unless any charges for damage, or other costs incurred by The Cain Center due to failure on Renter’s part to abide by the policies stated herein including alcohol and food policies. If any damage or theft occurs to The Cain Center’s property, the Renter shall be responsible for the entire amount even if it exceeds the damage deposit paid. (See Damage Deposit and Security Policies on page 9 and 10)

**2. Rental Times and Pricing:**

Rental prices to be charged and the period(s) of time covered for the purpose stated shall be:

**Private Rental Pricing**

MULTIPURPOSE HALL	
Rental Fee (all-day/multi-day)	Negotiated Rate
Hourly Event (four-hour minimum)	M \$150/NM \$190 (per hour)
Refundable Damage Deposit	\$500
Additional Pre-Event Hours	Negotiated Rate
Cleaning Fee	\$250
Member/Non Profit <b>(Weekend Rate)</b>	\$175 per hour
Non-Member <b>(Weekend Rate)</b>	\$220 per hour
Occupancy	618 W/Tables & Chairs(1856s)

MEETING ROOM #1	
Rental Fee (all-day/multi-day)	Negotiated Rate
Hourly Event (two-hour minimum)	M \$50/NM \$65 (per hour)

Updated June 2021

Refundable Damage Deposit	\$50
Cleaning Fee	\$50
Member/Non Profit <b>(Weekend Rate)</b>	\$75 per hour
Non-Member <b>(Weekend Rate)</b>	\$95 per hour
Occupancy	54 W/Tables & Chairs

MEETING ROOM #2	
Rental Fee (all-day/multi-day)	Negotiated Rate
Hourly Event (three-hour minimum)	M \$50/NM \$65 (per hour)
Refundable Damage Deposit	\$50
Cleaning Fee	\$50
Member/Non Profit <b>(Weekend Rate)</b>	\$75 per hour
Non-Member <b>(Weekend Rate)</b>	\$95 per hour
Occupancy	59 W/Tables & Chairs

POOLSIDE PARTY ROOM #1	
Rental Fee (2 hour minimum)	M \$75/NM \$95 (per hour)
Refundable Damage Deposit	\$50
Cleaning Fee	\$50
Member/Non Profit <b>(Weekend Rate)</b>	\$100 per hour
Non-Member <b>(Weekend Rate)</b>	\$125 per hour
Occupancy	16 W/ Tables & Chairs

**Public Use/Non-Profit Rental Pricing:**

POOLSIDE PARTY ROOM #2	
Rental Fee (2 hour minimum)	M \$75/ NM \$95 (per hour)
Refundable Damage Deposit	\$50
Cleaning Fee	\$50
Member/Non Profit <b>(Weekend Rate)</b>	\$100 per hour
Non-Member <b>(Weekend Rate)</b>	\$125 per hour
Occupancy	20 W/Tables & Chairs

CIVIC HALL	
Rental Fee (all-day/multi-day)	Negotiated
Hourly Event (three-hour minimum)	M \$50/NM \$65 (per hour)

Refundable Damage Deposit	\$100
Cleaning Fee	\$100
Member/Non Profit <b>(Weekend Rate)</b>	\$75 per hour
Non-Member <b>(Weekend Rate)</b>	\$95 per hour
Occupancy	104 W/Tables & Chairs

LOUNGE	
Rental Fee (all-day/multi-day)	Negotiated
Hourly Event (three-hour minimum)	M \$75/NM \$95 (per hour)
Refundable Damage Deposit	\$100
Cleaning Fee	\$100
Member/Non Profit <b>(Weekend Rate)</b>	\$100 per hour
Non-Member <b>(Weekend Rate)</b>	\$125 per hour
Occupancy	65 W/Tables & Chairs <b>(192s)</b>

KITCHEN	
Rental Fee (all-day/multi-day)	Negotiated
(Available by the hour)	M \$100/NM \$125 (per hour)
Refundable Damage Deposit	\$250
Cleaning Fee	\$150
Member/Non Profit <b>(Weekend Rate)</b>	\$125 per hour
Non-Member <b>(Weekend Rate)</b>	\$155 per hour

- a. All rental time periods include vendor set-up and clean up time. For example, if the Renter rents The Cain Center for ten(10) hours, the Renter needs to plan on one/two hours of set-up time and one hour of clean up time within that time slot. Consult rate table on page for more information. All pre-event hours need to be determined one week prior to your event to qualify for advance day prices. **If the Renter goes over the allotted time, the Renter will be charged the hourly rate for that day and taken out of the damage deposit.**
- b. Should damages be at a higher cost than the collected deposit, the Renter shall be invoiced for the additional charges, due within ten (10) days after receipt of notification.
- c. In order to prepare for the Renter's event, The Cain Center staff needs all preparation time possible. Please do not interfere with The Cain Center's staff by showing up early. The Renter's cooperation is critical and much appreciated.
- d. If the Renter wants to reserve the day before for set up, the hourly rental rates for that date will apply.



### **3. Cancellation Policy:**

- a. Any Renter who cancels fourteen (14) or fewer days after making a reservation for an event shall be refunded all deposit fees in full.
- b. Any Renter who cancels fifteen (15) or more days after booking an event date shall forfeit deposit fees.
- c. Any Renter who cancels thirty (30) or fewer days prior to rental date shall forfeit all rental fees.
- d. The Cain Center Representative may cancel this Agreement upon written notice to Renter in the event Renter or applicant has failed to provide any requested information or has provided false or misleading information contained herein or contained in the application and acknowledgement forms relating to said Agreement.
- e. The Cain Center Representative may cancel this Agreement upon written notice to Renter in the event Renter defaults on its obligation of payment, or Renter fails to perform any term, condition, or covenant stated herein and, in the application, and acknowledgement forms made a part of this Agreement, or in the event any violation occurs of any provision, applicable law, ordinance, rule or regulation.
- f. The Cain Center Representative reserves the right to cancel this Agreement in the event that The Cain Center is needed for use as an emergency shelter. Renter shall vacate the premises pursuant to this section, when in the sole discretion of The Cain Center Representative such action is necessary to use The Cain Center as an emergency shelter, or to protect the public health, safety, or welfare, or to enforce the terms hereof; or in the event of a health emergency of other public calamity.

### **4. Damage Deposit Policy:**

- a. All rentals include a \$50-\$500 damage deposit payable thirty (30) days in advance of rental date.
- b. The damage deposit shall be used by The Cain Center to replace or pay for any property of The Cain Center which is damaged or destroyed by Renter or any participants at the event sponsored by the Renter.
  - i. Should there be no damages to property and cleaned to agreed specifications within the allotted time the full deposit shall be refunded to the Renter within thirty (30) days after the event.
  - ii. Should damages be determined, the deposit may be held at the discretion of The Cain Center for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements.
  - iii. Should damages be at a higher cost than the collected deposit, the Renter shall be invoiced for the additional charges, due within ten (10) days after receipt of notification.

- c. The full damage deposit, or any portion thereof may be retained to cover any excessive or unusual cleanup resulting from the rental.
- d. The damage deposit may be retained in full if the Renter does not disclose that a band or DJ shall be hired for the event.

**5. Security Policy:**

- a. Security shall be required on all events where alcohol is served or sold.
- b. Security is also required for large events of one hundred and fifty (150) guests or more, whether alcohol is served or not.
- c. At the time of the Renter’s final booking fees (30 days prior to event), if a band or DJ is to be hired, The Cain Center must be notified of the band or DJ name. At that point, security shall be arranged. The number of Uniformed Police Officers shall be determined based upon the following criteria:
  - i. Nature of the activity.
  - ii. Length of time activity is scheduled.
  - iii. Number of expected participants. A guideline is posted but can be changed at the discretion of The Cain Center Representative

NUMBER OF PEOPLE	NO ALCOHOL	ALCOHOL
150-200	1	2
200-300	2	3
300+	3	4

- d. Uniformed Officers are obtained by The Cain Center but are procured by Renter via payment of full security fee directly to the officer(s) at the beginning of the event. Payment for Security must be in the form of cash or a personal check. Failure to provide full payment necessary to officer(s) on duty shall result in the event being cancelled and shut down immediately.
- e. Uniformed Officers shall be on duty fifteen (15) minutes prior to the start of the event, during the event, and until everyone vacates the building or at the discretion of The Cain Center Representative.
- f. If the Renter exceeds the scheduled time for the security, additional payment will be paid to the officer’s before the Renter leaves the building.

**6. Catering Services:**

The Cain Center reserves the right to approve a Concessionaire for any event held on The Cain Center’s property. Renters of The Cain Center shall not provide any concessions nor rent or lease any concession space or booth space to any other vendor on the property for the purpose of

selling food or concession items on the property or in The Cain Center without expressed written consent of The Cain Center.

- a. If Renter intends to provide food as part of an event at The Cain Center, Renter shall immediately notify The Cain Center Representative of such fact and Renter shall be responsible for contacting the Northeast Texas Public Health District or successor regarding whether or not appropriate food service permits are required for the type of proposed activity. If food service permits are required, Renter shall obtain such permits from the Northeast Texas Public Health District. *Permitting is not required for private events.*
- b. Catering shall only be provided by pre-approved Cain Center vendors. The Cain Center shall provide a list of all current pre-approved vendors upon request.
- c. Food Trucks follow the same rules as catering, however, permitting is required for any event. Renter shall obtain such permits from the Northeast Texas Public Health District. Food truck placement must be approved by The Cain Center Representative.

#### **7. Bar Tending and Alcohol Services:**

- a. Renter agrees to not sell, nor suffer or permit the sale, of alcoholic beverages in or upon The Cain Center unless the Renter has received written approval from The Cain Center Representative. Written approval from The Cain Center Representative may only be granted if Renter has ensured all required permits and licenses have been obtained through the appropriate authority, i.e.: Texas Alcoholic Beverage Commission. (TABC)
- b. Written approval from The Cain Center Representative shall be required to authorize Host- Provided alcohol.
  - i. Host-Provided alcohol is NOT BYOB; guests CAN NOT bring alcohol onto property.
  - ii. Host-Provided alcohol is to be served, not sold, at private functions.
  - iii. Renters serving Host-Provided alcohol MUST hire a TABC certified bartender and provide The Cain Center Representative with a copy of the bartender's current TABC bartender certificate prior to event.
- c. Host-Provided events are limited to:
  - i. wedding receptions
  - ii. family reunions/parties
  - iii. company parties or similar events
  - iv. fundraisers
  - v. or other pre-approved Host-Provided event
- d. The Cain Center staff, and/or Security, shall be responsible for ensuring that only the Host-Provider is allowed to bring alcohol to The Texan prior to the event.
- e. No alcohol may be served to minors.

- f. Alcohol service for all events must conclude thirty (30) minutes prior to the end of scheduled event regardless of prepaid overtime.
- g. The Cain Center, and/or Security, reserves the right to end alcohol service and/or the event at any time, for any reason, if The Cain Center staff, and/or Security determines that behavior and/or alcohol consumption threatens the safety of event goers and/or The Cain Center .

**8. Liability:**

Renter agrees to indemnify, hold harmless and defend The Cain Center, the City of Athens, agents and employees from and against all liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs, occasioned by the renter's occupancy or use of the premises and/or activities conducted in connection with or incidental to this lease and arising out of or resulting from the intentional acts or negligence of renter, its officers, agents or employees, including all such causes of action based on common, constitutional, or statutory law, or based upon the negligent or intentional acts or omissions of Renter, its officers, agents, employees, or visitors.

- a. Renter further agrees that it shall at all times exercise reasonable precautions for the safety of its officers, agents, employees, customers, and visitors, as well as their property, while in or on the premises. It is expressly understood and agreed that The Cain Center shall not be liable or responsible for the negligence of Renter, its agents, servants, employees, customers, and visitors provided, however, that nothing herein shall be construed to create a duty owed by Renter to third persons where no such duty exists by law.
- b. Further, The Cain Center assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects which may now exist or which may hereafter arise upon the premises, any and all such defects being expressly waived by Renter.
- c. Provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Renter or any of its members, agents, employees, customers, or visitors.
- d. It is further agreed with respect to the above indemnity, that The Cain Center and Renter shall provide the other prompt and timely notice of any event covered which in any way directly or indirectly, contingently or otherwise, affects or might affect the Renter or The Cain Center, and The Cain Center shall have the right to compromise and defend the same to the extent of its own interests. Provided, however, that nothing in this lease shall be construed as obligating the Renter to indemnify The Cain Center for the negligence or actions of The Cain Center, its agents, servants or employees, or third parties over whom renter has no right of control.

## **9. Law Compliance:**

Renter shall comply with all laws, including but not limited to:

- a. the Federal government;
- b. the State of Texas;
- c. all ordinances of the City of Athens;
- d. all rules and regulations of the Police and Fire Department of Athens, Texas;
- e. all rules and regulations of the staff/Security of The Cain Center that have authority over the premises.
- f. If Police (other than those acting as Security) are called, guests shall be required to leave, and NO damage deposit shall be returned.

## **10. Permits, Licenses and Taxes:**

Renter shall obtain and pay for all necessary permits, licenses, and taxes used in connection with events held here within.

- a. Renter shall not permit anything to be done on the premises during the period of this Agreement in violation of any such laws, ordinances, rules or regulations.
- b. If any violation occurs, Renter must immediately cease and/or correct such violation or choose to vacate the premises.

## **11. Insurance:**

Insurance may be required based on the room, attendees, and/or the nature of the event. If required during the term of this Agreement, Renter, being named as certificate holder, shall procure and maintain insurance coverage with a company authorized to do business in the State of Texas to the satisfaction of The Cain Center Representative. Insurance required by this Agreement for The Cain Center shall be primary and not contributing with any other insurance available to The Cain Center.

- a. Renter further agrees with respect to the following; The Cain Center shall:
  - I. Be named as certificate holder, as its interest may appear.
  - II. Be provided with 30 days advance notice, in writing, of cancellation or material change
- b. The Renter agrees the insurance requirements herein as well as The Cain Center's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Renter under this Agreement.
- c. At least thirty (30) days prior to the commencement of the rental agreement, Renter shall provide The Cain Center with evidence of the following coverages: a minimum amount of \$1,000,000 general coverage per occurrence; \$50,000 damage to The Cain Center; \$5,000 medical expenses, and liquor liability coverage if Renter is serving Host-Provided alcohol.
- d. Appropriate Certificates of Insurance evidencing such coverage shall be provided to The Cain Center Representative prior to any commencement of Renter's operations.
- e. In the event a policy or certificate is not provided; the event shall be canceled without

refund of deposit or rental.

## **12. The Cain Center Property:**

- a. The Cain Center is a non-smoking building, including the use of electronic cigarettes.
- b. No animals unless licensed service animals; proof required. Emotional support animals are not classified as a service animal.
- c. Various table and chair layouts are available and must be agreed upon between the Renter and The Cain Center 30 days prior to the event. Otherwise, a layout shall be provided by The Cain Center.
- d. In the event that Renter needs additional furnishings, such property shall be provided or rented at the Renter's expense. The Cain Center is not in any manner, responsible for any property personally leased by the Renter. If these items are to be delivered to The Cain Center, renter must coordinate those times with the Representative.
- e. The Renter is responsible for stacking chairs at the end of event. Assistance will be provided by Cain Center staff if available.
- f. The Renter is responsible for all damage to The Cain Center property during the time of the Renter's usage.
- g. Renter agrees to leave The Cain Center in as good or better condition than which it existed prior to Renter's usage.
- h. No materials, decorative or otherwise, shall be nailed, tacked, taped, screwed or in any way physically attached to any part of The Cain Center without special permission from The Cain Center Representative.
- i. The use of fog or bubble machines, lanterns, heat-producing equipment, or other smoke-emitting materials or devices is not allowed.
- j. The use of glitter, confetti, hay, or rice has to be approved by The Cain Center Management Team. The use of birdseed is allowed outside of The Cain Center only.
- k. Candles are allowed only if they are in a container that ensures wax will not spill or placed in such a manner where wax cannot spill. Dripleless candles required if not on a flat surface.
- l. Sparklers are permitted outside of The Cain Center as long as there is a bucket of water or sand available to extinguish them properly. Do not throw away if they are still hot.
- m. The Cain Center is not responsible for any broken or missing decorative items brought by the Renter.

## **13. Clean Up:**

- a. All Renters shall leave The Cain Center in the same condition as arriving by placing all litter in designated trash receptacles, removing all decorations, personal items, etc.
- b. All trash must be taken out to the dumpster designated by the Representative.
- c. Renters are responsible for cleaning up any and all areas which, as a result of use, require more than normal clean up, i.e. bathrooms, lobby and kitchen.
- d. Any litter in The Cain Center parking lot deposited by Renter or guests attending the Renter's event must be disposed of in an approved manner.
- e. An additional fee shall be assessed to the Renter for any clean-up which is in excess of

normal facility use. The excessive clean up fee shall be retained from the damage deposit. A statement of retained fees shall be furnished for the Renter upon request.

- f. The Cain Center reserves the right after the rental to remove from the building all personal property remaining and to store or dispose of such property. The Cain Center does not allow storage of items on the premises. The Cain Center is not liable in any way to the Renter for this action, which includes but is not limited to theft, damage, fire, etc.
- g. Prior to leaving the premises after the event, the Renter must meet with The Cain Center Representative on duty to complete a walk through to assure that all items are removed, damage has not occurred, and The Cain Center is cleaned as required by The Cain Center Representative. Failure to do so may result in forfeit of damage deposit.

**14. Recurrent Renters:**

- a. An individual or organization may book a series of recurrent events for a period of time not to exceed six (6) months. Any such bookings may be extended, upon request, at the discretion of The Cain Center.
- b. Fees by recurrent Renters are payable on a monthly basis, on or before the first day of the month for which the recurrent will take place.
- c. The Renter shall provide the required damage deposit when booking their recurring event. The Cain Center will hold the damage deposit until the Renter's recurrent period of time is complete. All rules and regulations regarding the Damage Deposit Policy on apply.
- d. Renter may choose to cancel recurrent rental of The Cain Center by providing The Cain Center Representative with a thirty (30) day written notice including the final rental date of the facility.
- e. In the event of scheduling conflicts, The Cain Center's activities and functions shall take priority. The Cain Center shall notify any recurrent Renter with a thirty (30) day notice should a scheduling conflict occur and shall fully refund any and all fees paid for said rental.
- f. Recurrent Renter further agrees and understands that it may not sublet any portion of the premises.
- g. All rules and regulations listed in this agreement are applicable to the Renter's event, depending on the type of recurrent event taking place.

**15. Non-Conforming Events:**

- a. Events not conforming to accepted community standards and norms shall not be permitted for use of The Cain Center.
- b. Any event that has been scheduled due to untrue or misleading information provided at the time of reservation shall be cancelled without refund of the damage deposit or rental fee.
- c. The Cain Center reserves the right at all times to control the activities of any and all employees of the Renter, and the right to remove from the premises any and all persons in violation of its Rules and Regulations. In the event of the exercise of this authority, the Renter waives any and all claims for damage against The Cain Center, the City of Athens and its officers and employees.

**16. Consultation and Planning Services:**

Although staff members of The Cain Center do not operate as event coordinators on the day of the event, a representative shall be on site or on call during the event to assist with any facility related issues.

**17. Modification of Fees and Charges:**

All fees & charges for The Cain Center rental are determined by The Cain Center and are subject to change from time to time without notification. If an agreement has already been executed by the Renter and The Cain Center Representative, this event will be excluded from such rate increases.

**17. Broadcasting:**

The Cain Center reserves all rights and privileges for out-going broadcasts, including but not limited to television, radio and streaming originating from The Cain Center during the term of this agreement.

- a. Should The Cain Center grant such a privilege, it has the right to require advance payment of any estimated related cost and may also require payment for said privilege in addition to rental fee.
- b. The grant of such a privilege must be in writing and obtained from The Cain Center in advance of broadcast date.

**18. Public Use/Non-profits:**

Use of The Cain Center for Public Use Events is available at a discounted rate to offer inexpensive gathering space for community groups and nonprofit organizations.

Public Use Events are defined as events intended for the sole purpose of the public's benefit. (See *Texas Government Code for further information.*) Events must be open to the general public, free of charge, and provide a public benefit. Such events may include, but is not limited to: public seminars, workshops and/or training opportunities; public meetings and forums; political forums and gatherings, which do not involve the generation or solicitation of donations or campaign proceeds; community drives and/or campaigns.

- a. The discounted rate for Public Use Events is based on the general public receiving an equal benefit of public space use.
- b. The event must be of use to the community and advertised as being open to the public.
- c. To qualify as a public event, the event must be open to the general public and evidence of a community announcement (i.e.: an advertisement in one or more local newspapers, social media post on a community social media outlet, etc.).
- d. The sale, service or consumption of alcohol for Public Use Events is prohibited unless provided written consent from The Cain Center Representative.
- e. Non-profits can receive reduced pricing Sunday through Friday for ticketed fundraisers if the event is promoted to the public to attend. If the non-profit wishes to have the event on a Saturday, private event pricing will apply.

Renter Checklist :



- Financial Payment Due: \_\_\_\_\_ Amount: \_\_\_\_\_
- Security Estimate: \_\_\_\_\_ (due on the day of the event and subject to change if gone over the allotted time)
- TABC License (if applicable)
- Event Insurance
- Tax-exempt form (if applicable)
- Health Permits
- Floor plan with amount of tables needed
- Name of DJ/ Band

\*All documents to be submitted within 30 days of event