

The Event Center Rental Package



2023 Alpine Road // Longview, Texas 75601

Office: 903-758-6421

Email: Events@EastTexasBuilders.Org

The Event Center is owned and operated by the
East Texas Builders Association (ETBA).

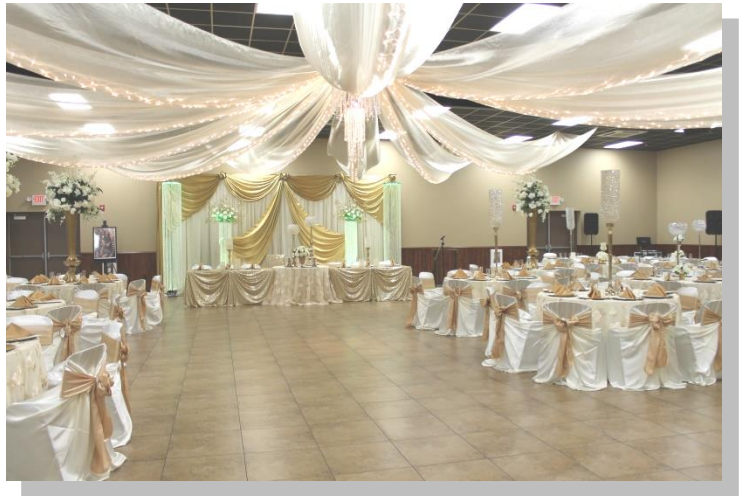
The Event Center

The Event Center is 4,200 square feet of beautiful porcelain tiled floors under a stunning chandelier mounted in our 12' / 14' ceilings. The facility comfortably seats 200 guests with a capacity set to 280 guests. The set-up of tables and chairs for up is included in the package total along with access to our catering kitchen and AV system.

All the following amenities are included in each rental package:

AMENITIES:

- 184 Chairs
- (23) 60 in. Round Tables
- (16) 6 ft. Rectangle Tables
- (4) 8 ft. Rectangle Tables
- (6) Pub Tables
- Set up & tear down of tables and chairs
- Parking for up to 135 vehicles
- Catering Kitchen
- Wireless Internet
- Audio/Video Equipment:
 - Projector and 90" x 160" widescreen
 - Sound system, wireless microphones, wooden or acrylic podium, easels



RATES: The rental rate is based on the number of hours that guests are in attendance and all listed amenities are included in each rental package. Example, an event from 5:00 PM – 8:00 PM is a 3 hour rental and the cost is \$900. There is no additional cost to decorate or tear down the day of the event. In addition to the rental rate, a \$500 deposit is required to secure the date to guarantee that there is no damage and cover any excessive cleaning needed. The deposit is refundable if the agreement guidelines are followed.

<u>Hours</u>	<u>Package Total</u>
2 Hours	\$750
3 Hours	\$900
4 Hours	\$1050
5 Hours	\$1200
6 Hours	\$1350

Each Additional Hour + \$100

\$300 Per Hour After Midnight

\$600 Decorate Day Before

\$500 Deposit Required To Reserve Date

Security

ETBA will secure an off duty Longview police officer on your behalf for events lasting past 9 pm or that serve alcohol. There will be an additional \$40 per hour charge that will need to be paid directly to the officer by the renter. (3 hr min requirement)

Alcohol

If you choose to provide alcohol at your event you must abide by all TABC laws and guidelines.

Payment & Cancellation Policy

All rental invoice balances are due in full at least 30 days prior to the date of the rental event.

If the RENTER cancels the event 30 days or more prior to the event date the deposit is retained by ETBA. The remaining paid balance will be refunded to the Renter.

If the RENTER cancels the event less than 30 days prior to the event date there will be no refund given to the Renter. The deposit and all paid rental balance will be retained by ETBA.

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The Event Center- 2023 Rental Agreement

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AGREEMENT

This agreement exists between East Texas Builders Association, hereinafter known as “ETBA”, and the individuals or individual rental customer responsible for the event and the rented facilities hereinafter known as the “RENTER”.

1. Representatives of Parties: ETBA is acting herein by and through its AGENT, who is duly authorized to legally bind ETBA to this Agreement or any modifications thereto. Signatory warrants they are the duly authorized representative of the RENTER, legally empowered to enter into this Agreement and any modifications on behalf of the RENTER. Unless otherwise notified in writing by the RENTER, ETBA shall have no obligation to deal with any other representative of the RENTER with respect to the subject matter of this Agreement.

2. Leased Space: Subject to the terms and provisions of this Agreement, ETBA hereby grants to the RENTER the right to use those portions of The Event Center on the floor plan attached hereto and incorporated herein for all purposes, (hereinafter called “the Lease Space”). The RENTER and its patrons, customers, guests, employees and agents shall not have the right to enter office space and ETBA reserves the right to exclude anyone from un-leased areas at ALL times. Failure of any person to abide by ETBA’s directive to vacate un-leased areas shall be grounds for immediate termination of this Agreement. Access to the Leased Space during the RENTER’s event shall be through doors designated by the Manager on Duty or the ETBA representative and no other doors will be made available.

3. Purpose: The Lease Space will be used for the purpose (hereinafter called “the Event”) stated to ETBA and no other.

4. Lease Date and Time: The RENTER shall have access to the use of the Leased Space beginning at times agreed to by ETBA and The RENTER and stated on the summary of event page. The RENTER shall terminate and relinquish use and access of the Leased Space no later than two hours past the designated rental hours of the date of the event. The RENTER’s rights of access are subject to satisfactory compliance with all terms of the Agreement.

5. Fee Terms & Cancellation Policy: The RENTER agrees to pay ETBA at its duly authorized offices at 2023 Alpine Road in Longview, Gregg County, Texas 75601. The damage/security deposit is due upon execution of this Agreement.

- ❖ **All rental invoice balances are due in full at least 30 days prior to the date of the rental event.**
- ❖ **If the RENTER cancels the event 30 days or more prior to the event date the deposit is retained by ETBA. The remaining paid balance will be refunded to the Renter.**
- ❖ **If the RENTER cancels the event less than 30 days prior to the event date there will be no refund given to the Renter. The deposit and all paid rental balance will be retained by ETBA.**

The Event Center rental includes the use of 160 chairs, 23 round tables, 17 rectangular tables and 6 pub tables. Should you need additional chairs or tables, you will be required to rent those from a rental company.

There is no additional charge for using the sound equipment and projector. However, if you use this equipment and if any damage occurs, the RENTER will be responsible for the cost of repair. If the sound equipment, projector and/or screen do not function properly during your event, you will not receive a refund or discount. Responsible persons are required to operate the equipment.

Should your event end prior to your leased time, there will be no refunds given. Should your event extend your lease time by 30 minutes, you will be charged the additional hourly rate of \$100.

6. Insurance: A portion of the rental package rate is applied to the cost of insurance for the RENTER's event. Insurance form is to be completed.

7. Decorations: The use of any tape, wire, staples, tacks, glue, nails or similar items are strictly prohibited and may not be attached to the walls, doors, floors, lamps or any furniture inside or outside of the building. The use of painters tape on the floor may be allowed to secure electrical lines if needed. DUCT TAPE IS STRICTLY PROHIBITED. Glitter, confetti, streamers, sparklers, and the use of fire are not allowed inside, outside or around the building in any manner. The use of rice, birdseed, bran flakes, corn flakes or other food materials are considered confetti and are prohibited. It will be the RENTER's responsibility to remove all balloons & decorations.

The use of candles is permitted with prior written consent, provided they are in an enclosed container to ensure wax is not dripped on the floor, furniture or tablecloths. Decorations are limited to inside the building, and must be environmentally friendly. All decorations must be disposed of in designated containers prior to departure. The RENTER shall not install or place any projection, sign or external lights or image on the exterior of the building without the express prior written approval of ETBA. Nor shall any such image, sound or projection originating from within the building be visible outside of the building.

8. Defacement of ETBA Event Center: RENTER shall not injure, mar, deface, alter, paint or modify the premises or equipment contained therein; and shall not cause, permit or allow any other party to damage, injure, mar, deface, alter, paint or modify, change or alter the appearance, finish or features of the structure or equipment or any part of the Event Center during the lease period. Without the express written consent of the ETBA, nothing shall be nailed, tacked, taped, stapled, tied, glued, screwed in or otherwise attached to the building, furnishings or fixtures and no flammable materials may be brought on the premises. RENTER will be held liable for any and all damage done by any party, patron, employee, customer or guest during the lease period, the amount of the damage and the reasonable cost of repair. **Do NOT drag tables.** If for any reason tables need to be moved, they are to be picked up and moved. If there is a spill clean it only using a **wet mop on the floor.** No cleaners are to be used on the floors.

9. Janitorial Services: The leased space shall be clean and orderly at the time the RENTER is given access. ETBA will contract janitorial services for basic cleaning. **If your event requires excessive cleaning an additional cleaning fee will be withheld from the damage/security deposit. See additional "Cleaning Requirements" listed on page 7 of this agreement.** It is expected the RENTER and their guests will maintain a clean, safe, neat environment within and around the building at all times. The facility is to remain free from dirt, rubbish and trash (other than normal Event articles). For safety, all residual items should be removed as quickly as is reasonably possible. No food, beverage, ice or other items are to be left on the premises at the end of the RENTER period of occupation.

10. Damage/Security Deposit: RENTER shall post with ETBA a deposit of **\$500.00** dollars to secure and hold the event date. **If the RENTER cancels the event, for any reason, the deposit is retained by ETBA.**

ETBA is authorized to retain from the deposit any amount necessary to pay costs of repair or replacement, for any and all damages sustained by the premises during the event, by acts of default or negligence of the RENTER, their agents, employees, patrons, guests or customers; or any person the RENTER allows upon the property during the lease period. Additional claims against the deposit may be made for the need of excessive cleaning of The Event Center. If the deposit is insufficient to cover such costs, RENTER shall be liable for such excess and agrees to pay the amount upon demand. ETBA shall provide an itemized accounting for such costs to RENTER not later than thirty (30) days after the Event.

11. Selling Merchandise: ETBA and The Event Center will not be responsible for any non-payment of sales tax to the State of Texas or other taxing authorities on items sold on the premises.

12. Food, Beverage, Catering and Rental Equipment: Catering is subject to the personal use of The Event Center kitchen by the RENTER or the RENTER's designated Catering Service. The RENTER is responsible for all elements of the selection and payment of the caterer, including contract, menu selection, price negotiation, payment arrangements and fulfillment. RENTER is responsible to ETBA for all activities of the Catering Service, and further

warrants the RENTER accept full responsibility for any and all damages or loss which may be incurred by ETBA due to the actions or negligence of the Catering Service chosen by the RENTER. The Catering Service will act as an agent of the RENTER, and is bound by the same rules, covenants and guidelines of the RENTER in this agreement and the instigating Event Center Lease Agreement.

If the RENTER plans to invite the general public to attend their Event the RENTER must contact the City of Longview's Environmental Health Dept to apply for a Temporary Health Permit for any caterer proving food to guests. Call the City of Longview's Health Dept for further instruction (903) 237-1285.

13. Alcoholic Beverages: RENTER & guests must abide by TABC laws & guidelines. No alcoholic beverages will be served to under age patrons. All persons attending Events may be required to show proof of age upon the request of The Event Center or Security Personnel present. No guest may leave the premises with alcohol in hand. All drinks must be retrieved before guests depart. No guest may consume alcohol in the parking area. A security officer will be required if alcoholic beverages are available at the event.

Any person or RENTER violating this policy either by serving, promoting the service of, or accepting the alcoholic beverages illegally, will be subject to immediate removal from the Premises and may be reported to the proper authorities. No alcoholic beverages will be sold without proper license. To obtain a license, contact TABC at (903) 939-0481. If a TABC licensed cash bar is provided by the RENTER, no private alcoholic beverages can be brought onto the premises.

14. General Conduct: No loud music or noise that can be heard outside of the building at any time. No congregating outside of the building or on the grounds. Children must remain inside the building and be attended to at all times. **No Pets allowed** except for official use only i.e., Police Dog, Seeing-Eye Dog.

**THIS IS A NON-SMOKING FACILITY
NO SMOKING IS ALLOWED INSIDE ANY AREA OF THE EVENT CENTER**

15. Fire Regulations: No hallway, doorway, access, sidewalk, driveway, parking area, entrance or exit shall be obstructed by the RENTER or their guests. The RENTER will not bring onto the premises, nor allow on the premises anything that constitutes or would increase the likelihood of a fire, or be deemed a fire hazard. **NOTE: SMOKE/FOG MACHINES ARE NOT PERMITTED!** No open flame candles will be approved. All temporary seating arrangements must comply with fire regulations. The arrangement of chairs, tables and portable equipment placed in the Event Center will be subject to the approval of ETBA and the City of Longview Fire Marshal.

16. Control of Facility / Right to Enter: In renting the Leased Space to the RENTER, it is agreed that ETBA does not relinquish the right to control the management thereof, and retains the control, interest and enforcement of all necessary rules and regulations without regard to delegated or loaned rights given to the RENTER by virtue of the property lease. Duly authorized representatives of the ETBA may enter the premises, or any portion of the premise at any time, on any occasion, for any purpose, without any restriction whatsoever by the RENTER.

17. Staff Requirements / Security: ETBA shall not be responsible for the protection or security of individuals or the personal property of the RENTER or any party, guest, patron or service provider brought on the premises as a result of the Event. ETBA Staff will schedule the security officers when an event requires security, as stated below.

- ❖ A security officer is recommended for any event after 9:00 pm.
- ❖ A security officer is required if alcohol is served.
- ❖ A security officer is required if the majority of guests are minors.

ETBA reserves the right to require a security officer during any event to help maintain order and safety. All security officers serve under the direction and for the benefit of the ETBA and would be bound by all applicable laws, regulations and statutes of the City, County, State, and Federal governments. The RENTER will pay the additional \$40 per hour fee directly to the officer or the amount will be held from the \$500 deposit.

18. Occupancy Interruption: ETBA may cancel this Agreement due to conditions beyond its control; such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, acts of God or any other act over which ETBA has no control. Should ETBA find it impossible to provide the rental facility as contracted herein, ETBA may cancel this Agreement and shall refund any prepayment made by the RENTER. ETBA SHALL HAVE NO OTHER LIABILITY to RENTER on account of such cancellation.

19. Evacuation of Facility: Should it become necessary, in the sole judgment of ETBA or the security officer, to evacuate the premises because of a bomb threat, weather condition or other reason of public safety or necessity, the RENTER will retain possession of the premises for sufficient time to complete presentation of the event without additional rental charge, PROVIDED such time does (a) not interfere with another building lease or (b) not place any member of the public at potential harm, as judged by ETBA or ETBA's AGENT or assigns. If it is not possible to complete the presentation of the event, the rental shall be prorated, or adjusted at the discretion of the management of The Event Center based on the situation, and the RENTER hereby waives any claim for damages or compensation in any form from ETBA.

20. Indemnity: Except for the matters over which ETBA retains exclusive control during the event, the RENTER agrees to hold ETBA harmless against all claims, demands, suits, costs and expenses, including attorney's fees, arising out of or in any way connected with staging of the event; including, but not limited to any property damage or personal injury or death sustained by any party coming upon the ETBA premises as a result of or for the purpose of attending the event.

21. Compliance with Laws, Rules and Regulations: The RENTER and any party coming upon the ETBA premises as a result of or for the purpose of attending the event shall comply with all Federal, State, County and City of Longview laws and ordinances; as well as, all rules and regulations provided by ETBA to regulate behavior on the premises. Any party violating any law, ordinance, rule or regulation shall be removed from the premises at ETBA's discretion.

22. Licenses and Permits: Except as otherwise expressly provided herein, the RENTER shall be responsible for providing all required taxes, permits, exercise or license fees required by any governmental authority to conduct the Event.

23. Relationship of Parties: It is expressly understood this Agreement is solely intended to create the relationship of independent contractors between ETBA and the RENTER. ETBA shall exercise no supervision or control over the employees of the RENTER or others in the service of the RENTER. ETBA shall provide no special services other than those specifically mentioned herein. Nothing contained in the Agreement shall be deemed or construed to create a partnership or joint venture between ETBA and the RENTER or cause the ETBA to be liable in any way for the debts and obligations of the RENTER.

24. Non-Assignment: The RENTER may not transfer or assign this Agreement, as it is a binding Contract; nor may the RENTER sub-lease the Leased Space, nor allow use of the Leased Space other than as herein specified without the express written consent of the ETBA.

25. Place of Performance: This Agreement is performable at the East Texas Builders Association Office or at The Event Center, both located at 2023 Alpine Road, Longview, Gregg County, Texas.

26. Entire Agreement: This Lease Agreement constitutes the entire agreement between ETBA and the RENTER. No other agreement, contract, statement, promise or issuance relating to the subject matter of this Agreement, except for those Exhibits directly referred to herein and attached as stated herein are a part of this agreement. Any and all addendums, additions, alterations or changes must be made in writing, as stated herein; signed by both parties and copies provided to both ETBA and the RENTER prior to being accepted or adopted as part of this Agreement.

The Event Center Rental Agreement Acceptance and Signature

In signing this agreement, I hereby signify and state that I have read the entire agreement, I understand the contents, and will abide with all requirements. I understand that:

- ❖ All rental invoice balances are due in full at least 30 days prior to the date of my event.
- ❖ If I cancel the event 30 days or more prior to my event date the deposit is retained by ETBA. I will receive a refund for the remaining paid balance.
- ❖ If I cancel the event less than 30 days prior to my event date there will be no refund given. The deposit and all paid rental balance will be retained by ETBA.

Name of Rental: _____

Event Date: _____ **Event Time:** _____

RENTER Signature: _____ **Date:** _____

ETBA Representative Signed: _____ **Date:** _____

Final Rental Requirements & Checklist

ETBA's cleaning professionals wipe down the tables and chairs, sweep and mop the floors, wipe down the kitchen appliances, and clean the bathrooms. They also place the tables and chairs in the designated storage area on carts.

Charges will be withheld from your deposit for the following:

- Liquid, sticky, confetti, glitter and/or trash on the floors
- Renter stacking the chairs and placing the tables on carts
- Broken or stolen property
- Bodily fluids anywhere
- Restrooms- clogged or running toilets
- Food on the walls or damage to walls
- Trash left in the building or trash and/or debris left on the exterior premises- parking lot, etc.
- Damage to flower beds/landscaping

Closing Checklist

- Bathroom Inspection- Please walk through the bathrooms and check proper operation of all toilets.
- Trash- Please remove all trash from the building and place in the exterior dumpster.
- Close & Lock Doors- Close and secure all doors. Check all emergency exits. Lock the outer glass door from inside.
- Lights- Please turn all lights off.
- Key- Please leave the key on the counter in the kitchen and exit through the kitchen emergency door.

East Texas Builders Association: The Event Center

Insurance Request Form

NAME OF INSURED: East Texas Builders Association

NAME/TYPE OF EVENT: _____

EVENT LOCATION: 2023 Alpine Rd., Longview, TX 75601

ACTUAL EVENT DAYS TO BE COVERED: _____

ESTIMATED ATTENDANCE: _____

CATEGORY OF INSURANCE REQUIRED: _____

WITH HOST LIQUOR LIABILITY: _____

Contact Person: _____
(Lessee)

Address: _____

City/State/Zip _____

Telephone: _____

Lessee Signature

East Texas Builders Association
Named Insured

Date

Lessee: Make Payment to East Texas Builders Association

Gans & Smith Insurance Agency, Inc.
P O Box 2869
Longview, TX 75606
Phone: 903.757.4601
Fax: 903.753.2936

Event: _____ Contact _____

Event Date: _____ Event Time: _____

