

**RESERVATION AGREEMENT FOR USE OF
THE DRUM (LOBBY)
AT THE GEORGE WASHINGTON CARVER MUSEUM & CULTURAL CENTER**

This RESERVATION AGREEMENT is made between the City of Austin, through its Parks and Recreation Department (PARC), and _____ (**RENTER**) for the use of the Carver Lobby a facility of the George Washington Carver Museum & Cultural Center, 1165 Angelina Street, Austin, TX, 78702 for an event or production: _____ on the following terms and conditions.

1. PREMISES, DATES, HOURS

The City agrees to rent to **RENTER** the LOBBY for an event at the dates and hours as stated in Addendum A. Additional dates or hours shall be requested in writing by the **RENTER** for approval and shall require advance payment of the required fee.

2. CHECKOUT

RENTER agrees to clear the facility, strike (move-out) and complete a final-checkout by the Checkout time.

3. PRODUCTION

The event put on will be _____. **RENTER** warrants that such event has been properly licensed and will not constitute infringement. **RENTER** further warrants that such event is not obscene, indecent or profane, as defined by state laws.

4. PERMITS

RENTER agrees to secure such permits and approvals as may be necessary to put on the event in the manner anticipated and LOBBY use is specifically conditioned on **RENTER** securing and complying with all applicable permits.

5. FEES

The rates are to be paid by **RENTER** as stated in attached Fee Schedule.

6. CLOSURE, CANCELLATION

The City reserves the right to close the LOBBY for emergency work or repair and to refund to **RENTER** the complete fee if no use of LOBBY has occurred. In the event of partial use by **RENTER**, a pro-rata refund shall be made based on the dates in which the event was presented. Should the LOBBY be unavailable for any reason beyond the control of the City (including acts of God or governmental regulation), **RENTER'S** remedy shall be limited to a refund of fees paid.

7. CANCELLATION

RENTER may cancel this reservation 60 days prior to the first date scheduled for use upon forfeiture of the \$100 deposit required under paragraph 8 below and one-half of the rental fees. **RENTER** may cancel this reservation within 60 days prior to the first scheduled date for use upon forfeiture to the City of the \$100 deposit and full rental fee.

61 or more days from first scheduled use date = \$100 DEPOSIT AND 1/2 RENTAL FEE
60 days or less from first scheduled use date = \$100 DEPOSIT AND FULL RENTAL FEE

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All notices of cancellations shall be in writing and shall be given to the City of Austin, PARD contact and address listed in Section 33.

8. DAMAGE AND CLEANUP DEPOSIT

City acknowledges receipt of a \$100 reservation deposit, which will convert to a clean-up and damage deposit to insure repair and cleanup of the LOBBY or other areas used by the **RENTER**. City agrees to fully refund the deposit upon the satisfactory use of the LOBBY by **RENTER** and upon **RENTER** having returned the premises in their original condition, free from damage, litter, and debris, reasonable wear and tear excepted. In the event of damage to the LOBBY or City property, or in event that clean-up is required, or in the event **RENTER** uses the LOBBY beyond the hours agreed, the City shall have the right to deduct the expense (of repair and cleanup or reservation fees) from the deposit. Should the City's expenses exceed the deposit, **RENTER** agrees to pay, in addition, the difference.

9. TERMINATION FOR BREACH

The City shall have the right to immediately terminate this agreement in the event **RENTER** is in breach of any material term of this agreement or of any of the permit requirements relating to the production staged. The City shall endeavor to give notice of breach, but it shall not be required to give notice in order to exercise its termination rights.

10. INSPECTION

The City and **RENTER** agree to a joint inspection of LOBBY and support spaces (Museum store, bathrooms, kitchen, classroom or conference room) prior to its use by **RENTER** and upon **RENTER'S** final use. **RENTER** shall sweep floors and mop-up floor spills and shall collect and bag all trash, including LOBBY and any other area utilized by **RENTER** and participants. All personal items or supplies shall be removed from the facility by the agreed strike (move out) date.

11. EQUIPMENT

All City equipment provided to **RENTER** is noted in the attached Equipment List. Equipment is made available AS IS and **RENTER** shall bear the risks in using the equipment provided. Damage to any City of Austin equipment shall be paid in full by the **RENTER**. Should facility equipment be unavailable due to repairs or for any reason beyond the control of the City including acts of God or governmental regulation, **RENTER'S** remedy shall be limited to a refund of equipment fees.

12. FACILITIES

The PARD Facility is a non-smoking facility. All aisles and designated fire exits must be kept completely clear of obstacles. Food or drink is not permitted in the Conference Room or the Gallery, including the Children's Gallery.

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13. STRIKE / MOVE OUT, PERSONAL PROPERTY

RENTER agrees to remove all personal property (including supplies, equipment and personal belongings) by the strike (move out) date. The City shall have no responsibilities for the security, safety or storage of such property and any such property not removed shall be deemed abandoned, subject to disposal at the City's sole discretion and at **RENTER'S** expense.

14. ALTERATIONS

RENTER shall perform no alterations of the LOBBY or facility without the expressed written approval of the City. Any approved alteration shall be conditioned on returning the facility to original condition.

15. PHYSICAL ARRANGEMENTS FOR EVENT

RENTER shall take all reasonable precaution in the construction or placement of scenery, lighting, instruments or any other items brought in to make the event successful.

For events requiring large, unusual or complex installations, **RENTER** shall submit a ground plan, with elevations at least thirty (30) days prior to the first scheduled date of use. The City shall have the right to require changes in the interest of safety.

16. NON RESERVATION HOURS

The City shall reserve the right to utilize the LOBBY when appropriate, to schedule activities during non reservation hours. In some cases **RENTER** may be required to remove personal items from the facility or adjust scenic elements.

17. PARKING

Parking shall be made available on first come, first served basis. **RENTER** shall have no right to reserve parking spaces.

18. TECHNICAL PERSONNEL

RENTER shall provide all technical personnel required for handling the event, move-in and strike (move-out). Technical personnel who will use City equipment shall be fully familiar with operation and care of the equipment. It is the **RENTER'S** responsibility to schedule any necessary training at the convenience of PARD Staff. Any technical personnel not possessing a demonstrated competence in the use of the equipment shall be removed at the request of the City.

19. PERSONNEL

RENTER shall provide all personnel necessary for a successful production, such personnel to include, if deemed necessary by the City, caterers, hosts, registration, gate and parking attendants, clean-up crew or security personnel. The City may require proof that services have been contractually retained.

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20. MONITOR

The City shall have the right to monitor the use of LOBBY through an on-site facility attendant. Facility attendant shall provide **RENTER** with emergency assistance and access to custodial equipment but will not function as technical staff or volunteer for **RENTER**. The City shall have the right to record the production solely for the purpose of maintaining an evidentiary record or for publicity purposes. No commercial use of such record shall be made by the City.

21. COMPLIANCE WITH LAWS AND ORDINANCES

RENTER agrees that the production will be in compliance with all applicable laws, ordinances or permits.

22. MINORS

RENTER agrees that all minors performing at an event or in any activity related to the event shall be accompanied by adults in a ratio of at least one adult for every ten children.

23. INDEMNITY

RENTER shall conduct all activities allowed under this agreement in or about the PARD Facility so as to not endanger any person lawfully therein. **RENTER** shall indemnify and hold harmless the City, its officials, officers, employees and agents from and against any and all costs, expenses, damages, claims or liabilities, including but not limited to reasonable attorneys' fees, from or in connection with, any negligent act or omission of **RENTER**, its officers, employees or agents in the performance of this agreement.

24. INSURANCE

RENTER shall purchase a comprehensive general liability insurance policy in the amount of \$500,000 with the City of Austin named as an additional insured for events with an estimated daily attendance of over 300 or those that involve running, biking or walking, athletic competitions and those events where alcohol is consumed where a fee is paid by the drink or as part of an admission fee or donation to gain admission are required. The City shall have the right to increase coverage depending on the type of event or the history of use.

RENTER shall obtain and provide to Director, at least sixty (60) days prior to the time of occupancy as described herein, an insurance certificate acceptable to the City reflecting insurance policies at the following levels of coverage which are or shall be in effect for the duration of the scheduled event. The City, its officials, employees and agents are to be additional insured on coverage's (1) and (2) below.

- 1) Commercial general liability insurance with a minimum combined single limit of \$500,000 per occurrence to include contractual liability coverage. Fire legal liability must be included with limits of \$50,000.
- 2) When applicable, Liquor Legal Liability Insurance with a minimum combined single limit of \$500,000 per occurrence.

Only insurance written by a company with an A.M. Best rating of no less than a B+VII and in good standing with the State Board of Insurance shall be acceptable to the City.

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25. PUBLICITY

RENTER warrants that it has not publicized the event in the Carver LOBBY prior to the execution of this agreement. **RENTER** shall not advertise that the production is co-sponsored by the City without the City's expressed written approval or unless required by other agreement.

26. AUTHORIZED REPRESENTATIVE

RENTER warrants that the person executing this agreement is and has been fully authorized to bind **RENTER**, and that **RENTER** is familiar with and will abide by the policies governing the use of the LOBBY. Any violations of policies governing the facility may place **RENTER** on record as ineligible for future use.

27. NOTICES

All notices, request, demands, and other communications, which are required or permitted under this Agreement shall be in writing and shall be given to the City of Austin, PARD contact and address listed on the signature page.

28. ASSIGNMENT

RENTER shall have no right to assign or transfer its rights under this Agreement without the express written consent of the City.

29. AUTHORIZED CONTRACT ADMINISTRATOR

The City's designated representative for the performance of this Agreement shall be the Director of the Parks and Recreation Department or his/her designee.

30. INTERPRETATION

Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

31. CHOICE OF LAW, VENUE

This Agreement is made and shall be construed and interpreted under the laws of the State of Texas and venue for any lawsuit concerning this Agreement shall lie in Travis County, Texas.

32. SEVERABILITY

To the extent any provision in this Agreement is judicially declared invalid, it shall be severable and the remaining parts shall remain in full effect.

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TECHNICAL/RECEPTION SET UP

The Carver Museum staff shall provide the following for the _____:

33. NO RECOURSE

No recourse shall be had against any elected official officer, employee or agent of the City for any claim based upon this Agreement.

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By my signature below I represent that I have reviewed all reservation policies and procedures with the **PARD/CARVER MUSEUM LOBBY** staff and I agree to follow them. I understand my responsibility in following these policies and procedures.

RENTER:

(printed name) (title)

(signature)

Agency (if applicable) _____ Tax Exempt No. _____

Mailing Address _____ City _____ State _____

Day Phone (____) _____ Evening Phone (____) _____

Mobile Phone (____) _____ Fax (____) _____

CITY OF AUSTIN, PARD CONTACT:

Para LaNell Agboga Museum Site Coordinator/Theatre Manager
(printed name) (title)

(signature)

Name of PARD Facility **George Washington Carver Museum & Cultural Center**

Name of Space at PARD Facility **Carver Museum LOBBY**

Mailing Address 1165 Angelina Street Austin, Texas 78702

Phone (512) 974.3660 Fax: (512) 974.3699

E-mail ParaLaNell.Agoboga@ci.austin.tx.us

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Rental Dates

**Standard Operating Procedures (SOPs) and Facility
Pre-Inspection** (Facility Inspection form attached).

Date _____ and Time _____ am/pm

Move-in

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____

Rehearsals

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____

Event, How long is the event? _____ hours.

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____,
Event _____ am/pm

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____,
Event _____ am/pm

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____,
Event _____ am/pm

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____,
Event _____ am/pm

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____,
Event _____ am/pm

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____,
Event _____ am/pm

Move-out

Dates: _____ - _____ Time: From _____ am/pm To: _____ am/pm # of hours _____,