

THE PHOENIX BALLROOM



Event Application

401 South 3rd St.

Waco, TX. 76706

Telephone: (254) 297-7850

lesliehenry@thephoenixballroom.com

Office Hours: By Appointment

General Information:

Contact Person: _____

Phone: _____

Address: _____

City, State, Zip: _____

E-mail Address: _____

Event Type: _____

Event Date: _____

Event Start Time: _____

Event End Time: _____

Of Guests: _____

Bride's Name: _____

Address: _____

Phone Number: _____

Bride's Mother's Name: _____

Address: _____

Phone Number: _____

Groom's Name: _____

Address: _____

Phone Number: _____

Groom's Mother's Name: _____

Address: _____

Phone Number: _____

Coordinator: _____

Photographer: _____

Florist: _____

Rental Co: _____

Bartender: _____

Decorator: _____

Cake: _____

DJ/Musician: _____

Caterer: _____

Limo Service: _____

Colors: _____

Other: _____

Notes:

THE PHOENIX BALLROOM

Event Contract

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THIS AGREEMENT, made and entered into by and between The Phoenix Ballroom, LLC, hereinafter called Lessor, and _____, hereinafter called Lessee, whose address is: _____.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. **Right to Use Facility:** Lessor agrees to lease to Lessee, and Lessee agrees to pay for the use and occupancy of The Phoenix Ballroom owned by Lessor, located at 401 S. 3rd Street, Waco, Texas, on the _____ day(s) of _____, 20__ for _____(event type). Lessee shall use the facility for the purposes indicated on the Event Application which is attached hereto and for no other purpose without the written consent of Lessor.

Base room rental rate _____, plus _____ for each additional 50 persons over 225. This rate does not include security officers, linens, or any other additional rental items.

2. **Payment of Rental Fee:** Lessee shall pay to Lessor for the use of the facility plus any additional charges for other services or equipment the amount set forth on Invoice, and made a part hereof for all purposes as follows: ***upon the execution of this Contract, Lessee shall pay \$1,000.00 (non-refundable, if cancelled within 6 months of the event).*** \$500.00, of which is the security deposit. (see Paragraph 3), and \$500.00 of which is part of the total fee as set forth on invoice, with the balance of the rental fee to be paid no later than 14 days prior to the date of the scheduled event as reflected in paragraph 1 above. Failure to pay this remaining event balance may result in the cancellation of this Agreement at the option of the Lessor.

If the Lessee, being entitled to possession hereunder, fails for any reason to take possession of or use the facility, without the written consent of the Lessor, no refund shall be made and any payment(s) made to Lessor shall be taken by Lessor and the full sum called for by this Agreement, including any disbursements or expenses incurred by Lessor in connection therewith, shall be payable by the Lessee to the Lessor. It is further agreed that the retention of any such payments made by the Lessee to the Lessor shall not be considered as penalty, but shall constitute liquidated damages.

3. **Method and Manner of Payment:** The Lessee shall be responsible for any damages to the facility, parking lot, equipment, or other accessories, while using the facility. The security deposit shall be held if proper cleaning is not done, if the keys to the facility are not returned, or if the premises and/or equipment are damaged in any way.

4. **Denial of Use:** The Lessor reserves the right to deny use of the facility to individuals or organizations that conduct or advocate illegal activity. The Lessor reserves the right to remove from the facility any such individuals or organizations; in the event of the exercise of this authority, Lessee waives all claims for damages on that account.

5. **Removal of Objectionable Persons:** Lessor reserves the right at all times to require the ushers, gatemen, ticket takers and all other employees of Lessee and the right, with its agents or servants, including its security personnel, to eject any objectionable person or persons from the facility; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against Lessor, its agents, servants and employees on account thereof. Lessee shall hire and pay the salaries of all employees required in connection with the event or attraction including the salaries of security personnel. Based upon the information provided, the Lessor will determine the minimum number of security personnel required.

6. **Dispensing of Liquor:** Functions that include the serving of alcoholic beverages shall be conducted under the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission. The Lessor will not be responsible for intoxicated guests. The Lessee will be held liable and be responsible for providing transportation for an intoxicated guest. All alcohol must be served by a licensed bartender.

7. **Dispensing of Food:** Accommodations exist in the facility for the preparation and serving of food. Those who are seeking the use of the facilities for the purpose of serving food are required to make known to the Lessor the persons who will be responsible for the preparation and serving of the same at least two weeks prior to use of the facility. Lessor retains the right to require all caterers to have liability insurance, food handler's certificates, and a Waco-McLennan County Health District permit and Lessee may not designate a professional catering firm to cater any service of food or beverage without the consent of Lessor.

8. **Interruption of Services:** Lessor shall not be responsible for or liable to Lessee for any loss resulting from any lack of heat, water, lights, or air conditioning due to the failure of any of this equipment to operate or function properly through no fault or act of Lessor.

9. **Fire or Damage to Building Preventing Completion of Lease:** In case the facility be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this contract by Lessor impossible, then the terms of this contract shall end and Lessee shall be liable to pay for use only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

10. **Rights of Lessor During Lease:** Lessor, through its employees and other designated representatives, shall have the right at any time to enter any portion of the facility for any purpose whatsoever and the entire building shall at all times be under the charge and control of the Lessor. The keys to the facility shall remain in possession of the Lessor, but during periods covered by this Agreement, the entrances and exits of the facility shall be locked or unlocked under the direction of the Lessee in accordance with the terms of this contract and in compliance with all fire codes.

11. **Lessee Occupancy of Hall:** Lessee must remove all possessions as soon as the event is over. In no case may materials or decorations be left after the event without prior written approval from Lessor. All food, drinks, decorations, or other articles left in the facility after the event will be deemed abandoned, and will be disposed of immediately. Lessor shall not be liable in any way to Lessee on account of so removing and disposing of such articles. For such

additional period beyond the term of this Agreement that any articles of Lessee may so remain in the building, Lessor shall receive \$25 (twenty five dollars) per day as payment for moving items in and out of the facility.

12. Obstruction of Traffic: The stairs, halls, sidewalks and entrances of the facility shall not be obstructed by Lessee nor used for any other purposes than egress or regress, and Lessee will not permit any chairs, equipment, displays, or other items to be or remain in such passageways, and will keep such passageways clear at all times except as agreed to within this contract.

13. Fire or Animal Hazards: Lessee shall not bring or permit anyone to bring into the facility or keep therein anything that will increase the fire hazard or the rate of insurance on the building or any property herein. Lessee shall not bring or permit any person to bring into the facility any animals, except those used to assist individuals with disabilities or any other property of any kind, without the consent of the Lessor and shall not place or put up any decorations without the consent of the Lessor. Lessor reserves the right at any time to require Lessee to remove from the facility any animals, furniture, fixtures, wiring, exhibits, or other things placed therein without the consent of the Lessor.

14. Construction and Decoration: Lessee will not cause or permit any nails or other things to be driven into any portion of the building, nor any signs to be affixed to the exterior thereof, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings or equipment thereof, nor do, nor permit to be done anything which will damage or change the finish or appearance of the building or the furnishings thereof. Construction or painting will not be allowed on the premises without the consent of the Lessor. Lessee will pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture or furnishings thereof by any act of Lessee or any of Lessee's employees or agents or anyone visiting the building upon the invitation of Lessee including the patrons of the attraction or function for which Lessee is hereby renting the facility herein above described. It is expressly agreed that the Lessor shall determine whether it is one for which, under the terms of the Agreement, Lessee is to be held responsible.

15. Hanging Items: Lessor must approve the method of hanging of any signs, posters or decorations prior to their hanging. Lessee is responsible for hanging all decorations and assumes all liability for any personal injuries or property damage resulting from said signs, posters, or decorations. Lessee may not hang any items from light fixtures, air conditioners, air supply ducts, return air grills or diffusers. Lessee may not obstruct or cover any exit lights or fixtures. Lessee may not plug any lighting circuit or extension into any exit, light fixture or socket unless approved in advance by Lessor. Lessee may hang items from existing hooks provided for that purpose in the ceiling.

16. Fire and Safety Codes: Lessee and the decorator or other agents hired by Lessee must comply with applicable local, state and national fire and safety codes. Lessee must not allow any open flames in the facility, unless enclosed in glass. Lessee must not bring any gasoline or other flammable substances into the facility. Decorations used by the Lessee must be of approved, flame-resistant materials.

17. Sanctioning of Event: The name of The Phoenix Ballroom may not be used in any manner by an organization or individual as anything other than a location on invitations, notices, etc. To define the location, list as: The Phoenix Ballroom, LLC, 401 South 3rd St., Waco, Texas 76706.

18. Compliance with Laws and Ordinances: Lessee shall comply with all laws of the United States, and of the State of Texas, all ordinances of the City of Waco, and all rules and

requirements of the Police and Fire Departments, or other municipal authorities of the City of Waco, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements and if the attention of Lessor is called to any such violation on the part of said Lessee, or of any person employed by or admitted to the facility by said Lessee, such Lessee will immediately desist from and correct such violations. Lessee shall be responsible for any damages arising from violating these laws, ordinances, rules or requirements. Lessee further agrees that no performance, exhibition or entertainment shall be held which is in violation of any law, including state obscenity laws.

19. Occupancy Limits: Lessee shall not admit to the facility a larger number of persons than the seating capacity for fire code thereof will accommodate, or can safely or freely move about in said area, and the decision of the Lessor in this respect shall be final.

20. Lessee's Property: Lessor assumes no responsibility whatsoever for any property placed in the facility, and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of the facility under this Agreement. Lessee must receive or make arrangements with a transfer company for the receipt of shipments of exhibits, equipment or other items. Lessor will not accept shipments directly unless arranged in advance. An additional charge for this service will be billed at an amount to be agreed upon between the parties in advance.

21. Collection Expenses: Lessee agrees to pay court costs and reasonable attorney's fees on any amount owed by the Lessee under any part of this entire agreement which is in default and may be collected by legal processes.

22. Security Personnel: All events require one security guard for the first 150 persons and two security guards for groups larger than 150 persons. Costs of security are set forth on Exhibit B, attached hereto. Security must be in place at the start of the event, and must remain in place until the last person has exited the facility after the completion of the event. Additional security may be required at the discretion of Lessor.

23. Smoking and Controlled Substances: Smoking or the use of controlled substances is prohibited within the facility, its restrooms and kitchen area. Individuals in violation of this City ordinance will be removed from the premises.

24. Arrangement of Room: Lessee agrees to meet with the Lessor at least two weeks in advance of the event to get approval of the final arrangement of tables and chairs and other features of the facility to ensure their compliance with safety rules and regulations.

25. Subleasing: Lessee agrees not to lease, sublease, nor assign his right, title, or interest under this Agreement to any other person, entity, group, association or anyone else without prior written consent of the Lessor.

26. Termination of Events: All events must be concluded by the time agreed to in the event application.

27. Noise Levels: Music and general sound at dances and/or concerts must be kept within levels specified by the Lessor. Events featuring live bands may not use amplification without specific prior permission from Lessor. Failure to keep music or sound within limits acceptable to the Lessor may, at the sole discretion of the Lessor, require immediate vacation and closure of

the facility, forfeiture of all fees and denial of future requests for bookings. The decision of the Lessor in this respect shall be final.

28. Hold Harmless: Lessee will indemnify and hold Lessor harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees, for defending claims and demands arising from the conduct of Lessee in the use of the facility, or from any breach on Lessee's part of any conditions of this Contract, or from any act or negligence of Lessee, its officers, agents, contractors, employees, or invitees in or about the facility. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, on notice from Lessor, will defend the action or proceeding by counsel acceptable to Lessor.

29. Other Agreements: The Lessor and Lessee agree that this written Agreement supersedes any oral agreement that may have been made between the parties.

IN WITNESS THEREOF, The Phoenix Ballroom, LLC, Lessor, and _____, Lessee, have executed this Agreement on this _____ day of _____, 20__.

LESSOR:

The Phoenix Ballroom, LLC

By: _____

Title: _____

LESSEE:

By: _____

Title: _____

Mailing Address:

401 S. 3rd St.
Waco, TX. 76706