

Barron's on 5th Rental Contract

A signed and approved contract is required for rental of Barron's on 5th. Any individual or organization renting Barron's on 5th must abide by and conform to all rules, policies, and regulations. Failure to do so will result in forfeiture of the full deposit. It is the renter's responsibility to make guests and other concerned parties aware of these policies and regulations and to enforce them.

USE OF THE PROPERTY:

Barron's on 5th shall have the sole discretion in approving leases. Individual and/ or organizations renting the Hall must comply with all federal, state, and local laws, including all rules, regulations, and requirements of the Waco Police and Fire Departments. Any permit, license, or tax required for an activity must be purchased by the renter and made available for inspection by a Barron's on 5th representative 48 hours prior to the function.

GENERAL HOUSE RULES:

Maximum capacity of the auditorium is 200 people.

No smoking is allowed within the building. Smoking is only permitted on the grounds.

Only votives, floating, or hurricane candles may be used. No open flame candles are allowed.

A Barron's on 5th representative will be on duty at all times during the event.

Additional fees will be charged for security. Security is required for events of more than 50 persons in attendance or if alcohol is being served regardless of the number of persons in attendance. One security officer is required for every 150 guests. Security must be present for the entire event.

No animals are allowed, except those used to assist individuals with disabilities.

All areas of the first and second floor of the residence are strictly off limits.

Music, bands, and dancing are permitted. There are three 20 amp circuits designated for music and entertainment equipment.

Alcohol is permitted; however, no kegs are allowed.

The facility shall be referred to as Barron's on 5th, 1705 N. 5th Street, Waco, Texas 76707.

A deposit of \$300 (\$500 when alcohol is being served) is required at the time the contract is signed. The deposit will be returned within 2 weeks following the rental event upon Barron's determination that all of these rules have been followed and that no damage has been incurred by the facilities and/or grounds and all fees have been paid in full. Cancellation of an event forfeits deposit.

DECORATIONS & FOOD SERVICE:

A 10% CATERING FEE WILL BE ASSESSED. This allows us to keep our base rate reasonable for all size events. This fee is the responsibility of the renter. A copy of your caterer's bill and payment of caterer's fee are due with your final rental fee thirty days prior to your event. This will expedite the refund of your deposit.

All services such as florists and catering are the responsibility of the renter.

FUNCTIONS THAT INCLUDE THE SERVING OF ALCOHOLIC BEVERAGES SHALL BE CONDUCTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE REGULATIONS OF THE TEXAS ALCOHOLIC BEVERAGE COMMISSION. BARRON'S ON 5TH WILL NOT BE LIABLE FOR ANY DAMAGE OR SUIT FILED IN CONNECTION WITH ALCOHOLIC BEVERAGES SERVED TO AN INTOXICATED GUEST. RENTERS ARE RESPONSIBLE FOR PROVIDING TRANSPORTATION FOR AN OBVIOUSLY INTOXICATED GUEST. A BARRON'S ON 5TH REPRESENTATIVE MAY REQUEST THAT AN OBVIOUSLY INTOXICATED GUEST BE REMOVED FROM THE PREMISES .

No screws or nails are allowed to secure decorations. Only floral wire may be used. All decorations must be removed from the premises upon departure. Barron's on 5th is not responsible for any items left on the premises.

No rice, birdseed, confetti, or glitter may be thrown inside the house. Only birdseed, soap bubbles or fresh flowers may be thrown outside the building.

Trivets must be used for all hot, cold, or moist dishes. The renter must inform the caterer of this rule.

CLEAN UP:

Renter shall be responsible for the removal of renter's property and shall leave the house and grounds in their original condition. All trash shall be properly packaged and placed in the dumpster on Garland Street. No trash may be left on the premises. A \$75.00 fee will be incurred if trash is not removed.

The Barron's on 5th staff will be responsible for mopping the floors after the function, however any loose trash or debris must be swept & removed.

The caterer must thoroughly clean the kitchen and see that all of the furniture and accessories are back in their original locations. All cabinets, cabinet tops, and appliance tops must be clean. The kitchen floor must be swept and also mopped if extremely dirty. No paper towels, trash bags, dishcloths, or towels are provided. A \$50.00 charge will be incurred if kitchen is not cleaned.

The person responsible for the rental must not leave the premises until all guests, caterers, musicians, florists, etc. have left and until the Barron's on 5th representative has inspected the premises. Any damage, including theft, will be the responsibility of the renter.

Charges for damaged items will be based on its repair or replacement cost as determined by Barron's on 5th. If repair or replacement cost is more than the deposit, the renter will be financially responsible for the cost not covered by the deposit.

These rules are made for the protection of the guests and for the preservation of Barron's on 5th. We appreciate your cooperation. Failure to abide by any of these rules will result in the forfeiture of the full deposit.

BARRON'S ON 5TH ASSUMES NO RESPONSIBILITY FOR ANY PROPERTY OF THE RENTER OR GUESTS PLACED IN OR ON THE HOUSE OR GROUNDS. BARRON'S ON 5TH, ITS EMPLOYEES, AND ITS AGENTS IS RELEASED AND DISCHARGED FROM ALL LIABILITY FOR LOSS, INJURY, OR DAMAGE TO PERSON OR PROPERTY SUSTAINED DURING USE OR OCCUPANCY. THE RENTER AGREES TO INDEMNIFY AND HOLD HARMLESS BARRON'S ON 5TH, ITS EMPLOYEES, AND ITS AGENTS FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITIES OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING COURT COSTS AND ATTORNEY'S FEES, FOR DAMAGE TO PROPERTY OF INJURY OR DEATH TO ANY PERSON, INCLUDING RENTERS, INVITEES, LICENSEES, AND TRESPASSERS, OR AS A RESULT OF ANY CAUSE OF ACTION, INCLUDING ANY ALLEGATION OF ANY NATURE INVOLVING THE USE OR CONSUMPTION OF ALCOHOL.

**Barron's on 5th
1705 North 5th Street
Waco Texas 76707
Rental Agreement**

I have read and understand my responsibilities with regard to the rental and use of Barron's on 5th. In the event that the renter, his or her guests, or his employees fails to comply with these rules and regulations, the deposit will be forfeited to Barron's on 5th.

Please fill out rental agreement and return it with your \$300 deposit (\$500 when alcohol is served). Paying this deposit will secure your reservation. All payments are due thirty (30) days prior to scheduled event.

Make the check payable to C. Claude Barron and return it to Garrett Kinsey at 1705 N. 5th St., Waco, Texas 76707. If you have any questions, please give Garrett a call at (254) 752-6475. Barron's on 5th looks forward to working with you.

AREA NEEDED (circle below) DATE _____ TIME OF EVENT _____ HOURS NEEDED _____

AUDITORIUM

AUDITORIUM & GROUNDS

PHOTOGRAPHY SESSION

EXTRA SET-UP/REHEARSAL TIME

If extra time needed for setting up, please explain _____

Number of people expected _____

Type of event _____

Description of event (Include all activities planned, equipment to be used, and type of refreshments to be served) _____

Name, address, and telephone number of event planner _____

Name, address, and telephone number of caterer _____

Name, address, and telephone number of rental company _____

Name, address, and telephone number of person responsible for theft or damages and person to receive deposit refund _____

I have read the rental guidelines and agree to abide by them:

Signature

Barron's on 5th Rates

Auditorium	\$850
Auditorium and Grounds	\$1000

**Rental fee is for 12 hours (includes set up, event and tear down)
\$50.00 for each additional hour**

50 white wedding chairs, 5 – 60” round tables and 3 – 8’ banquet tables are included in the price of your indoor rental

Additional tables and chairs are available for rent (request prices)

*** Barron's on 5th tables & chairs are not allowed on the grounds.**

*** An outside rental company must provide outdoor furniture**

Photography Session – 2 hour maximum	\$50/hr
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Security Officer (4-hour minimum)	\$25/hr
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Special Non-Profit Rate (includes 6 hours) Available Monday – Thursday only Each additional hour – \$50	\$425
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Deposit required on all rentals

Deposits will not be refunded until all rental fees and catering fees are paid in full.

Reservations are not confirmed until deposit and signed contract are received. Verbal agreements are not binding.

*** A 10% Catering fee will be assessed (see information in contract)**

*** Prices are subject to change without notice**