The Heritage Association of San Marcos - Guild

Special Event Temporary Use Agreement
Charles S. Cock House Museum

This Temporary Use Agreement (Agreement) is made and entered into by and between The Heritage Association of San Marcos Guild (Guild) and _____(Renter), on the date set forth below. The terms and conditions of this Agreement shall apply equally to Renter's agents, employees and contractors as to Renter itself, whether stated explicitly or not.

1. **PREMISES**: Subject to the terms of this Agreement, Guild grants to Renter a license to temporarily use the Charles S. Cock House Museum at 400 East Hopkins Street (Premises) for the purpose of _____ (Event) including but not limited to set up and removal of equipment and/or as provided.

2. **TERM**: The term granted will be on the date of _____ between the hours of _____ and _____ (hours of operation are limited to 8:00 am through 9:00 pm).

3. **USE**: Renter may use the Premises only for the purpose authorized by this Agreement and agrees the Guild shall not be liable for any property damage or loss of equipment.

4. **FEES**: Renter will pay to the Guild a total usage fee of $ _____.00 ($50 per hour of rental with minimum of 4 hours) due before the Renter accesses the Premises.

5. **SECURITY DEPOSIT and PAYMENT**: Upon execution of this Agreement, or at least fourteen (14) days prior to Event, Renter shall pay a refundable security deposit in the amount of $150.00 by cash, check, credit card or electronic transfer and pay the required rental amount fee in a similar fashion.

6. **RESPONSIBILITIES – RENTER**
   a. Age Requirement: Designated Renter must be 21 years of age or older.
   b. Event Type: Renter shall not open the premises to members of the general public without approval and prior written authorization and may not exceed facility maximum capacity at any time during the event.
   c. Access: Renter will be allowed to access the Premises during the Term set forth in paragraph 2.
   d. Clean Premises: Renter will keep the Premises clean and free of litter and debris at all times. Responsibility for removal of trash from the premises falls to the Renter.
   e. Liability: Renter acknowledges and agrees that Renter is responsible for the actions of Renter 's patrons, guests, invitees and contractors (collectively), and assumes all liability for any injuries or damages to persons or property arising out of or in connection with the Event.
   f. Restrictions: Renter will not make any changes to the Premises without the consent of the Guild. No intoxicants, pets, smoking, open flames or affixing of items to the walls/ceilings are allowed. An exception for service animals will be made if documentation of medical necessity is provided at least seven (7) days prior to the event.

g. Compliance with Laws and Ordinances: It is the responsibility of the Renter to comply with all laws, ordinances and permits required by the City of San Marcos. Renter will take immediate action to correct any violations. The Guild will not assume responsibility.
h. Condition of Premises: Renter shall, upon the completion of the Event, deliver the Premises in the same condition that existed prior to the Event. Removal of all personal property and décor is required.

7. RESPONSIBILITIES – GUILD

a. Guild shall provide Renter reasonable access to Premises for the purpose of the Event, which includes opening the property from the start of the rental period until the end.
b. A Guild member must be present or available for the entirety of the event.
c. Guild shall not be obligated to make improvements or repairs to Premises while in use under this Agreement. In the event the Premises become unsuitable for use, the Guild is not obligated to provide repair, nor obligated to provide replacement facilities.

8. **TERMINATION**: This Agreement may be terminated by either party upon written notice (including email) to the other party. If cancellation is initiated by the Renter with less than 14 days' notice of the event, a $50 dollar fee will be applied in refunding the security deposit.

9. **INDEMNIFICATION**:

a. Indemnity: Unless caused by the willful misconduct of the Guild, its agents or members, Renter shall defend, indemnify and hold harmless the Guild its officials, members, agents, representatives, officers, directors, successors and assigns from and against any and all costs, expenses (including reasonable attorneys' fees, expenses, and court costs), liabilities, damages, claims, suits, actions, judgments and causes of actions whatsoever, to the extent arising directly or indirectly out of this Agreement, including: (a) a breach of this Agreement by Renter, its agents, employees, subtenants, personnel or contractors, (b) a false representation or warranty made by Renter, (c) negligent act or omission, gross negligence, or willful misconduct of Renter, or its agents, employees, subtenants or contractors in connection with this Agreement; or (d) claims or causes of action for or relating to personal injury, death, illness, disease, or property damage sustained or incurred by any employee, contractor, guest, invitee, or other person while on the Premises at the invitation of Renter.

10. **SPECIAL EVENT INFORMATION**: The Guild Special Event Description form is part of this Agreement and is also required to be completed and submitted with the application.

Renter Date	Guild Representative Date
Printed Name	Printed Name
Phone	512-392-4295 Phone
Email	HASMRental@gmail.com Email

Return completed Agreement as follows:

Mail to:	**OR**	**Email to:**
Heritage Association of San Marcos Attn: Guild Special Events Chair P.O. Box 1806 San Marcos TX 78667-1806		HASMRental@gmail.com (512) 392-4295 Website: www.heritagesanmarcos.org

Rental Payment Methods:

Credit Card	Call Michelle Breihan @ 512-757-1316 and provide CC info
Check (Mail)	Make payable to "Heritage Association of San Marcos" and mail to: Heritage Association of San Marcos, P.O. Box 1806, San Marcos, TX 78667-1806
Venmo	**@HASM21** (business account)
Zelle	Zelle Tag: **HeritageSanMarcos**
	To add a new recipient to your Zelle account…select a "business", enter the Tag, use "Heritage Association of San Marcos, Inc." for the official name, etc.

Security deposit will be returned within five (5) business days once the event is over and we confirm that the condition of the facility was left in the same manner as it originated.