



# TRAHC's Rental Usage Application

*TRAHC reserves the right to grant approval of usage and estimate costs based on the information provided below. Once the application is approved, a usage agreement will be issued.*

Name/Organization \_\_\_\_\_

## **[Contact Person #1]**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & ZIP Code

\_\_\_\_\_  
Phone Numbers: Cell/Home/Work

\_\_\_\_\_  
E-mail Address

## **[Contact Person #2]**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & ZIP Code

\_\_\_\_\_  
Phone Numbers: Cell/Home/Work

\_\_\_\_\_  
E-mail Address

## **Usage Information**

\_\_\_\_\_  
Type of Event:

\_\_\_\_\_  
Package Requested

\_\_\_\_\_  
Date Requested / Event Start Time Requested / Event End Time Requested

Yes No

Is Lessee a Non-Profit Arts Org?

Is Lessee a TRAHC Member?

Will alcohol be present?

How many guests are expected? \_\_\_\_\_

Activities involved: \_\_\_\_\_

Refreshments to be served:

**Please remember: To protect our carpet - red dye foods, red beverages &/or red wine are not permitted.**

**TRAHC Equipment Usage:**

\_\_\_\_\_ Round Tables

\_\_\_\_\_ Banquet Tables

\_\_\_\_\_ Chairs, (100)

\_\_\_\_\_ Staging @ \$25 per 4' x 7' section

\_\_\_\_\_ Table Linens @ \$15.00 ea (if available)

*Will you need to use these items:*

Yes No

Large Banquet table

Octagon Table:

Piano:

**NON- TRAHC Equipment Usage:**

**Caterer Name / Phone Number:**

Expected Delivery Time/Date: \_\_\_\_\_

**Equipment Company:** \_\_\_\_\_

Expected Delivery Time/Date: \_\_\_\_\_

**Florals:** \_\_\_\_\_

Expected Delivery Time/Date: \_\_\_\_\_

**DJ / Band:** \_\_\_\_\_

Expected Delivery Time/Date: \_\_\_\_\_

**Caterer #2:** \_\_\_\_\_

Expected Delivery Time/Date: \_\_\_\_\_

**ESTIMATED COSTS**

Estimate your costs below based on the information given. Your final total may be more or less and will be determined by your actual expenses incurred. We will be glad to help you with this!

Security Deposit \_\_\_\_\_  
Alcohol Deposit, if applicable \_\_\_\_\_  
Package Fee \_\_\_\_\_  
Extra Scheduled Time \_\_\_\_\_  
Certificate of Liability Insurance \_\_\_\_\_  
Other TRAHC Equipment items \_\_\_\_\_  
  
Total estimate of charges: \_\_\_\_\_

We understand that this is only an application for the use of space in the Regional Arts Center. We have read the rules, regulations, and other information provided by TRAHC, Inc. We agree to abide by them and to partner with TRAHC, Inc. as custodians and stewards of the historic Regional Arts Center. We are submitting this application with the initialed copy of the Facility Rules, and full payment of the security deposit. We have received a copy of the Cancellation Policy, and it has been explained to us clearly.

\_\_\_\_\_  
Contact #1 Signature

\_\_\_\_\_  
Date

Mail to: **TRAHC Event Coordinator**

**TRAHC, Inc., PO Box 1171, Texarkana, USA 75504-1171**

Or please deliver to the **Regional Arts Center at 321 W. 4<sup>th</sup> St, Texarkana, TX**

Public Hours: Tuesday-Saturday 10:00am-4:00pm

We accept cash, credit cards and checks. Checks should be made out to TRAHC, Inc.

## Facility Rules And Responsibilities

[PLEASE SIGN AND RETURN WITH APPLICATION]

1. Due to the limited size of the TRAHC staff, LESSEE understands and agrees to be responsible for decorations, hosting event, removing equipment brought in and the restoration of facility by signing Facility Usage Agreement Contract. No verbal agreements will be honored. Any addendum to the Agreement must be made in writing.
2. LESSEE must inform and receive approval from Event Coordinator for all activities, refreshments, and beverages. **Please NO RED DYE food, red beverages, or red wine due to staining. Any damages will be taken out of LESSEE's deposit.**
3. LESSEE must also inform and receive approval for equipment delivery & pick-up times, caterer's arrivals, expected number of guests, and scheduled times for setup, event, teardown and restoration.
4. LESSEE agrees to comply with reasonable directives of TRAHC personnel concerning the use of facilities.
5. The final Contract shall be signed no later than **two weeks prior** to the usage date. No date will be held without the deposit and Usage Application also specified on the Pricing List, and in the Usage Agreement. Failure to make payment of the final charges will result in cancellation of this agreement.
6. For the duration of the event and any other set up / tear down hours, the LESSEE and guests must abide by TRAHC policies and comply with applicable regulations and laws. LESSEE is responsible for the actions of guests and for any damages or losses incurred any injuries sustained on the Regional Arts Center premise or any surrounding areas. TRAHC has the right, without liability, to refuse entry or service to, and to remove from the premises, any person it deems to be behaving in an improper or abusive manner or in a manner not befitting TRAHC or disruptive to residents / businesses in the immediate neighborhood.
7. The LESSEE is responsible for all guests, employees, and agents and their observance of all rules and regulations specified by TRAHC. TRAHC is not responsible for personal property and/or equipment brought into the facility by the LESSEE and/or the LESSEE's agents, employees, and/or guests.
8. All damages should be reported immediately to TRAHC staff during the event. If staff is informed immediately, they may be able to prevent further damage, which may prevent a deduction being made from LESSEE's security deposit.
9. The facility will open for LESSEE according to the usage agreement hours for setup, rental time, cleaning and restoration. **Unscheduled overtime is \$150 per hour.**
10. A minimum of two TRAHC, Inc. employees will be present during the usage of the facility by programs not under the sponsorship of TRAHC, Inc.
11. LESSEE agrees to be completely responsible for any and all damages which may occur, either as the result of accidents or intention acts of LESSEE, guest, and/or agents of LESSEE. LESSEE warrants that he/she shall remain on the Regional Arts Center premises at all times during the event and takedown.
12. Lease of the first floor lobby shall be subject to TRAHC business, gallery exhibits and all other contemporaneous uses of RAC facilities and LESSEE shall not restrict access to exits, stairways, elevator, gift shop, receiving room, galleries or reception desk.
13. Please keep in mind the age of the facility and the partnership of care you enter into as LESSEE of the Regional Arts Center. No tables, chairs or any other furniture or equipment shall be drug up and down the stairs and/or across the floors, nor thrown or dropped into the elevator, nor banged against elevator walls

or railing, nor shall equipment be leaned on walls outside of the Receiving room. LESSEE will be charged for any damages to the building in an amount to be determined by TRAHC.

14. In order to protect the architecture and décor, no decorations may be nailed, taped, or pinned to the walls, woodwork, light fixtures, doorways, ceilings, etc., and all decorations must be approved in advance by the Event Coordinator. **Only decorative or battery-operated candles may be used with the approval of the Event Coordinator to minimize fire hazard and damage to the carpet from hot wax. NO Mylar or Helium filled balloons are allowed in the Regional Arts Center.**
15. In order to reduce the effects of wear and tear on our piano and carpets, please do not move the piano. If LESSEE needs piano moved, inform Event Coordinator prior to event date, and staff will make the adjustment. If LESSEE or any guest moves the piano, the LESSEE will be charged a fee of **\$150** to be deducted from deposit.
16. Due to Fire Code regulations, LESSEE may not setup chairs, tables, food, or beverage service in any areas that would obstruct pathways to an exit in case of emergency. The Fire Marshal has the authority to shut the facility down immediately during an event if LESSEE sees that these regulations or the room capacity limits are not within set standards.
17. Due to Texas liquor laws, LESSEE may not sell beer, wine, or hard liquor. A bartender and/or server, with the purpose of monitoring guests' level of consumption and legal drinking ages, is required to serve all alcoholic beverages. Any bar must close, and any alcoholic beverages must be secured no later than 20 minutes prior to the ending time of the event. **There is an additional deposit in the amount of \$300.00 (refundable) required for all events where alcohol is to be served.**
18. LESSEE will be fully responsible to prohibit the serving of alcohol to minors and to intoxicated persons, as required by Texas law. This is to be the LESSEE's event/party/gathering, and TRAHC shall have no responsibility to police it.
  - a. By Law, no one under 21 years of age may consume or taste alcoholic beverages. LESSEE agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, LESSEE shall monitor all service, if any, of alcohol and specifically acknowledges that LESSEE is solely liable for any occurrence arising from alcohol consumption by any person on the Premises and that such liability shall extend to anything resulting from alcohol consumption.
  - b. Though Lessee is solely responsible for safety and for compliance with all laws regarding the service of alcoholic beverages, TRAHC reserves the right to ask the entire party to leave if (1) a minor consumes alcohol; (2) an adult provides alcohol to a minor; or (3) any guest appears intoxicated and refuses to leave the Premises.
  - c. If alcohol is served, Security may be required for the duration of the event at the LESSEE's expense. If over 100 guests are expected for an event with alcohol service, then (2) security personnel may be required. Determination of the need for security personnel is at the sole discretion of the TRAHC staff, and scheduling of and payment for said personnel is the responsibility of the LESSEE.
19. Any band or other entertainment equipment must also stop no later than 15 minutes prior to the ending time of the event. Power for such equipment is limited in Cabe Hall to 120 volts, and to one 20-amp breaker only. Because of the age and uniqueness of the facility, amplified sound levels will be governed and determined by TRAHC staff, not the LESSEE or sound operator, and should **NEVER EXCEED 90 DECIBLES**. Such levels could cause damage to the facility and will be the responsibility of LESSEE to repair any such damages.
20. Smoking is strictly prohibited on the premises. LESSEE will be subject to an additional charge if LESSEE and/or guests, employees or agents smoke in the building.

21. Rice, birdseed, confetti, rose petals, etc., may be thrown **OUTSIDE** the facility for wedding ceremonies or receptions but cannot be used inside the building. LESSEE will be responsible for cleanup outside.
22. The microwave, icemaker, double refrigerator, freezer, and warmers are available for LESSEE use, but must be cleaned afterwards. Dishwasher may **not** be left running and **must be emptied** before LESSEE leaves facility. TRAHC cannot guarantee that dishwasher detergent will be available. The icemaker is capable of creating 50 lbs of ice per day. If more ice is needed, LESSEE must provide it from an outside source.
23. In order to prevent any type of infestation, **LESSEE and their caterer are responsible for picking up any leftover food particles and cleaning kitchen sink and any appliances or equipment used during the event. LESSEE shall remove any leftover food from building, including kitchen trash.** Deductions will be made from deposit for stains; food ground into carpet, or significant spills left by LESSEE.
24. PLEASE do not use or allow other guests to use supplies belonging to TRAHC. As a nonprofit organization our resources are extremely limited.
25. LESSEE agrees to pay any fees billed should they exceed the amount of deposit after event.
26. The parties agree that any dispute shall be subject to the laws of the State of Texas, and that any legal action shall be brought in Bowie County, Texas.
27. TRAHC reserves the right to refuse or cancel this contract if TRAHC management of staff concludes that the event contemplated by or happening under this document is illegal, dangerous, or injurious to our community or religious beliefs. In such an event, the deposit will be promptly refunded, except as to event charges incurred by an event in progress.
28. After the event, in order to help us with grant reporting, please complete and return the Usage Questionnaire and a simple report of how many out of town guests were present, from which cities, states and any local hotel/motel lodging. This feedback also allows us to evaluate the strengths and/or weaknesses of our facility usage procedures, helps us to improve our future service to you, and to keep our fees lower.
29. The parties agree to: (a) all of the terms and conditions contained herein or are attached, and (b) any provisions shall be in writing.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Org (if applicable): \_\_\_\_\_

**TRAHC is pleased that you are interested in the Regional Arts Center for your special event. Thank you for understanding the value of this beautiful building and agreeing to partner with us as custodians and stewards of its care.**

## Certificate of General Damage & Liability Insurance Statement

LESSEE must provide a Certificate of General Damage & Liability Insurance, which extends coverage to use of the Regional Arts Center in the minimum amount of \$300,000, with specific exceptions for activities related to the business of the organization. This certificate must be written and issued by an insurance company authorized to do business in the state of Texas, naming TRAHC, Inc. as an Additional Insured or Certificate Holder. Evidence of coverage must be submitted to TRAHC, Inc., no later than TWO WEEKS PRIOR TO THE **USAGE DATE**. Many individuals will find that their homeowner's policy will provide the coverage required, and insurance company will produce this certificate for little or no fee.

**If this is not an option or is available but cost prohibitive, please contact our TRAHC Event Coordinator for suggestions concerning event Insurance providers.**

If possible, the dates of the extended coverage should include the day before, the day of, and through the first business day after the scheduled event, especially if there is non-TRAHC rental equipment brought onto the premises.

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TRAHC Event Coordinator

*By signing below, the LESSEE recognizes that he/she has read the above statement with full understanding, and agrees to follow the rules and regulations stated.*

Participant's Name

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Date

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## TRAHC Regional Arts Center Usage Cancellation Policy

In the regretful instance that your event must be cancelled, please CALL the TRAHC Event Coordinator as soon as you can and explain your situation. The TRAHC Event Coordinator will make note of your call, then instruct you to make a FORMAL NOTIFICATION IN WRITING, which must include the date of your notice, your reason for cancellation, and your signature. You may deliver your notification letter to the Regional Arts Center, email it to the Event Coordinator or mail the notice to:

TRAHC, Inc.  
Attn: TRAHC Event Coordinator  
PO Box 1171  
Texarkana, TX 75504-1171

If your cancellation date is at least twelve weeks (3 months) out from the scheduled date of your event you will receive an 80% refund of your Security Deposit, as we will retain a 20% Administration Fee. **If cancelled less than twelve weeks of the date of your event your Security Deposit will be forfeited entirely.**

Any monies paid to TRAHC toward room usage fees, furniture or equipment, or the Alcohol Deposit will be refunded to you in full. You will receive any refunded amounts within 10 business days of the receipt of your written cancellation notice.

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*I have read and understand this cancellation policy, and it has been thoroughly explained to me by the TRAHC Event Coordinator.*

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LESSEE Signature

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Date



MEDIA RELEASE FORM

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I, the undersigned, do hereby consent and agree that the Texarkana Regional Arts & Humanities Council, (TRAHC), it's employees, or agents have the right to take photographs, videotape, or digital recordings beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

I understand that any such photographs, videotapes or digital recordings become the property of Texarkana Regional Arts and Humanities Council for use in print or electronic form. I waive any rights, claims or interest in the aforementioned property.

I consent to the lawful use by TRAHC, its agents and employees of any and all media, now or hereafter known, to market, publish and exhibit for promoting the education, services and programs offered by Texarkana Regional Arts & Humanities Council (TRAHC). I further consent that my name and identity may be revealed therein or by descriptive text of commentary.

I understand that there will be no financial or other remuneration for recordings, either for initial or subsequent transmission or playback.

I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this agreement.

Name: (print) \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

### Event Cleanup Check List

*All applications must be completed and approved by the Event Coordinator before Security Deposit is returned.*

1. Remove all decorations and items brought with you to the Hall, including any items left behind by event attendees. TRAHC, Inc. is not responsible for any items that are lost or stolen. Any items left will be discarded.
2. Empty refrigerator and freezer of all food brought with you. All food will be discarded following your event.
3. Remove garbage from building, including any left over food pieces and all trash in kitchen areas and Cabe Hall. There is a dumpster toward the Southeast corner of the building in the alleyway.
4. Check the exterior of building for any trash/debris left behind from the event or your guests (birdseeds, plates, utensils, programs, papers).
5. Clean the kitchen thoroughly as follows using paper towels/ Clorox Wipes or dish cloths:
  - a. Wipe off inside of microwave, if used.
  - b. Wipe off all counters and leave sink clean and dry.
  - c. Empty all metal sink strainers into garbage can and put back in place completely clean.
  - d. Empty **ALL** garbage cans (including kitchen, Cabe Hall, etc.) utilized for your event into the dumpster at the Southeast corner of the building in the alleyway. Put new liners in garbage cans. (Event Coordinator & or staff can provide).

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***I have reviewed the above check list, and understand that at the end of my event and the following business day, a TRAHC staff member will thoroughly inspect the premises to ensure that proper cleanup has been completed, and that there are no damages to the premises. I also understand that an unsatisfactory report may result in the loss of part or all of my security deposit.***

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LESSEE Signature

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Date

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TRAHC Staff Signature

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Date