

#37

BURNET COUNTY AGRILIFE AUDITORIUM

Facility Use Application and Checklist

(512)715-5222

Burnet County has the exclusive right to contract for use of the Facility. Individuals or entities entering an agreement with Burnet County for use of Facility (the "User") shall comply with and ensure all guests of the individual or entity comply with the following minimum requirements:

USAGE

The Facility is provided for general usage. Burnet County reserves the right to have final approval on all activities or events scheduled at the Facility. Burnet County reserves the right to designate hours that Facility is available for use and to remove any person or group failing to comply with the Rules.

CONDITIONS FOR USE

As a condition of use, the User shall be responsible for designating a responsible person(s) to supervise the Facility used and all persons permitted by User to be within the Facility to adequately ensure:

- Supervision of any and all activities and guests of User.
- Rules and regulations for the Facility are enforced as to any and all guests, members, employees, supervisors, staff, invitees, or attendees of the User and any uncooperative persons or persons conducting themselves in a disruptive manner are removed from the premises.
- Notify Burnet County Judge, or designee of Burnet County, verbally and in writing of any premise defect, hazard or hazardous condition or circumstances.
- Not permit, suffer or allow any activities of the User, User's employees, members or guests to interfere with any users of other portions of the Facility by the User.
- Not permit any construction or alteration of any buildings or Facility which has not been expressly approved by Burnet County.

CLOSURE

Burnet County reserves the right to close all or any portion of Facility, with or without notice. Burnet County may inspect the Facility prior to any event. Burnet County is not required to have available staff to monitor the use of the Facility. User shall be responsible for any damage resulting from use of the Facility and other portions of the Facility caused by use of User, User's members, or User's invitees.

a. The User agrees to close any or all of the Facility and notify Burnet County immediately for the following reasons:

- i. An environment that would create dangerous condition if the Facility were used.
- ii. Glass or other debris that could create a dangerous condition to users.
- iii. The existence of a public health or safety issue requiring the Facility to be closed in the interest of participant safety and/or preservation of Facility integrity.
- iv. Other unforeseen circumstances making use of the Facility unsafe to the public or likely to cause damage to the property or injury to persons.
- v. Damage in excess of minor damage (minor damage being damage which is less than \$25.00 in cost to repair) must be reported immediately and all activities which may further damage the property must be ceased.

b. It is the responsibility of User to inform participants, members and invitees of any closure decisions.

CANCELLATION

Burnet County may cancel the use agreement at any time with or without notice and with or without cause. Burnet County shall not be responsible for any losses to the User as a result of Burnet County terminating the use agreement.

BURNET COUNTY'S RIGHTS AND DUTIES

Burnet County agrees that for the sole consideration expressed herein, User shall have use of the Facility above. Burnet County shall not charge any use or admission fees to User, User's representatives or User's invitees except costs as provided in the Agreement. Burnet County reserves the right to refuse to allow any User, User's representative or invitee to conduct any activities at Facility if Burnet County determines that the individual has not followed the rules and regulations of Facility or the conduct of the individual is unbecoming or otherwise inappropriate for the proper decorum of the Facility.

FEES AND COSTS OF USAGE

Burnet County shall be reimbursed costs of damages to the Facility associated with User's use of the Facility. User shall not be responsible for more than the actual costs of repairing any Facility. User shall not be responsible for ordinary wear and tear and may object to any charges for damages. Burnet County Judge shall have the right to make the final decision for any appeal from a decision to charge User for repair costs to the Facility. The appeal must be made within 10 days of the decision to charge for damages to Burnet County Judge. Burnet County reserves the right to refuse to further use of the Facility to any individual and any entity which has failed to reimburse Burnet County for costs of damages.

INDEMNITY

User, its officers, directors, agents and representatives, agree, to the fullest extent permitted by law, to indemnify and hold harmless Burnet County and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of User, its officers, directors, agents, representatives, employees, members, visitors, contractors and subcontractors which may arise out of or result from User's occupancy or use of the Facility and/or activities conducted in connection with or incidental to the Use Agreement. User shall also indemnify Burnet County and its officers, directors, agents, representatives and employees against any and all mechanic's and materialmen's liens or any other types of liens imposed upon the Facility arising as a result of User's conduct or activity. This indemnity provision shall apply regardless of the nature of the injury or harm alleged, whether for injury or death to persons or damage to property, and whether such claims are alleged as common law, statutory or constitutional claims, or otherwise. And, this indemnity provision shall apply whether the basis for claims, suit, demand, and/or action may be attributable in whole or in part to User, or to any of its agents, representatives, employees, members, visitors, contractors, and subcontractors, or to anyone directly or indirectly employed by any of them.

RESERVATION POLICIES

- Reservations are taken on a first come, first served basis and are not confirmed until the required agreement is executed.
- You must be at least 18 years of age to use any facility.
- Reservations of Facility must specify the times needed and which area is to be utilized to allow for more than one event to be held at Facility. Burnet County reserves the right to refuse any request for reservation of all or any portion of Facility.
- Burnet County reserves the right to cancel any event in if the event is felt to be detrimental to the operation of the Facility and/or contrary to the rules and regulations governing the use of the Facility.

GENERAL RULES

- Users are responsible for general cleanup of the facility (placement of all left-over food, garbage and unrecoverable decorations into trash bags and placed in the outside bins.) Cleanup is done the day/night of the event. Floors must be swept & mopped, and bathrooms cleaned, and water turned off, trash picked up, and all indoor and outdoor areas must be left in good order.
- Users should leave the facility as clean as when they entered the facility on the day of use.
- All personal property must be removed at the time of clean-up.
- Burnet County is not responsible for items left in the Facility.
- Users are responsible for set up and take down of tables and chairs. If table and chair arrangement is moved, it must be returned to original setup. If additional tables and chairs are set up, they must be returned to the storage area. Please do not slide tables and chairs across the floor.
- No items of any kind are to be attached to the walls, windows, blinds, ceiling or railings.
- Users are responsible for the behavior of all attendees.
- Candles or open flames are not allowed.
- Touchpad lock combination will be activated for each event on the Southwest door with a unique combination that will expire at the end of the agreement period. Do not share this code with others.
- No overnight activities are allowed. The building should be cleaned and locked by 10:00 PM.
- All lights inside turned off.
- A/C returned to 80 degrees
- Heat turned off or set to 60 degrees.

ACCEPTANCE

Burnet County reserves the right to amend the rules and regulations at any time with or without notice. User agrees to request updated rules and regulations prior to each use and comply with the rules and regulations applicable at the time of use. Burnet County does not discriminate on the basis of race, religion, sex, or national origin. Burnet County Facility may not be used for discriminatory, immoral, or illegal purposes.

Special Conditions:

Included below are any special additional terms of this agreement or any special conditions or understanding of the terms of use (attach additional page if necessary):

The responsible person must be a minimum of 18 years of age. Burnet County reserves the right to require additional proof of responsibility for non-standard uses. The responsible person will be held accountable to Burnet County for compliance with the outlined regulations and any other considerations that may be applicable. Sponsoring organizations, groups or individuals reserving the Facility to sponsor any activity will be held as the liable party. Burnet County is not responsible for any property losses or personal injuries suffered by the organization, group or individual attending any function at the Facility.

FACILITY USE AGREEMENT

Date of Use: _____

Name of group or person using Facility ("User"): _____

Billing Address: _____ City: _____ St: _____ Zip: _____

Contact/Responsible Person: _____

Contact Email: _____

Contact Phone: _____ Work Phone: _____ Cell Phone: _____

Contact Person #2 (if different from above) _____ Phone: _____

Beginning Time: _____ Ending Time: _____

Function: (# of attendees and activities proposed) _____

For an emergency contact 911.

For after-hours maintenance issues during your event please contact the Burnet County Maintenance Supervisor at (512) 755-9603.

BY SIGNING BELOW, I HEREBY AGREE THAT I HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS WHICH ARE INCORPORATED HEREIN AS THOUGH FULLY TRANSCRIBED HEREIN. I AGREE THAT I SHALL INDEMNIFY AND HOLD BURNET COUNTY HARMLESS AS PROVIDED IN THE RULES AND REGULATIONS. I have read and understand the rules and regulations for the use of the Facility and agree with the conditions for use found in this agreement and the rules and regulations as amended including the return of the deposit policy. I assume all responsibility for the condition of the Facility and agree with the conditions for use and for the return of my deposit.

Signature (Responsible Person)

Date