



Contract & House Rules

This contract and house rules (**agreement**) should be read carefully by the **renter** (as hereinafter defined), as **renter** is responsible for any damages or injuries caused by **renter**, its/his/her or their caterer, employees, florist, guest or invitees, with **renter** and **Downtown 202** (hereinafter sometimes referred to as **owner**) happily agreeing as follows:

1. **Renter** must inspect the premises immediately upon taking possession of the facilities, and the renter accepts the facilities in its current condition.
2. **Owner** shall not be responsible for injuries to any person or property in the building or grounds and **renter**, as part of the consideration for the execution of this agreement, indemnifies and holds owner and **owner's** principles, agents, representatives, employees and associates, individually and in their official capacities, harmless from any and all liability for claims or damages incurred by **renter** or **renter's** guests, invitees, employees, agents or representatives; notwithstanding that such injuries or damages may have been caused in whole or part by the negligence of the **owner** or its agents, representatives or employees. In the event **owner** is unable to perform its obligations under this agreement, in whole or in part, due to causes beyond its control (e.G., power outages, strikes, acts of God, etc.) **Renter** will not be entitled to a refund, in whole or in part, of the engagement cost to **Downtown 202**. In no event will Downtown 202 be liable for damages.
3. A one-half payment is due at the time the reservation is made and the contract is signed. A reservation is not considered confirmed until the one-half fee is paid, payment made through online portal or a check or cashiers check is mailed or delivered and a signed copy of this agreement is returned to owner.
4. **The balance remaining after the initial fee has been paid will be due in full at least thirty (30) days in advance of the event.** This must be adhered to or the reserved date and all fees will be forfeited.
5. **Renter** shall forfeit any fees paid if a cancellation is made at any time for any reason.
6. **Renter** agrees to reimburse **owner** for any breakage or damage to property incurred during the time the renter is renting such property. Any breakage or damage caused during the time **renter** is in possession of such property will be presumed to have been caused by **renter** or **renter's** agents, including caterer, guest or employees. A damage fee will be assessed should any damages occur during rental.
 - A. Items or decorations are not to be attached on interior or exterior walls unless prior arrangements are made.
 - B. No open flame taper candles are allowed. All candles must be placed in a protective vessel.
 - C. Only white or cream candles are allowed
 - D. No food, beverages or candles allowed on the marble buffet.
 - E. No smoking allowed inside **Downtown 202** at any time.

F. Disregarding these policies will result in additional fees

7. The serving of intoxicating liquors, beers, wines, spiked punches or liqueurs is forbidden, unless the **renter** complies with all applicable federal laws, rules and regulations of the state of Texas including but limited to, rules and regulations of the Texas Alcoholic beverage Commission. **Renter** is advised that in the event alcoholic beverages will be served, **renter** must hire Downtown 202 In-House bartending service. The bartending service will know and adhere to the legal hours alcohol may be served and will adhere to these hours and any and all laws related to. Required security is included with the In-House bartending service.
8. **Owner** requires security at all events; based on the number of guests in attendance; 1 officer for 1-100; 2 officers for 101-250 guests. All security personnel shall be state-certified police officers. Professional security personnel shall be coordinated by **renter**. Off duty Brazos County sheriff's officers can be hired by dialing 979.361.4148 or 979.209.5300 for Bryan Police department. **Renter** shall present proof of security will be presented to **owner** at least 2 weeks prior to your event.
9. The building must be left in the same condition as received. All garbage must be placed in plastic garbage cans provided. The **renter** is completely responsible for setup in the format desired. Tables and chairs are to be put away and returned to the closet in the same manner they were when **renter** took possession. Under all circumstances the **renter** must take out all personal decorations, food, beverage and extra rentals brought into **Downtown 202** at the completion of the event. Closing Instructions are posted in the venue and must be adhered to in total.
10. No games which are prohibited under city, state or federal law shall be played or conducted on property.
11. No rice, confetti (paper or metallic), glitter, or dangerous substances may be thrown or spread inside or outside the building, and the **renter** shall be responsible for and hold the **owner** harmless from any injuries to any persons or damage to any property resulting from the throwing, spreading or use of rice, confetti, glitter, or other dangerous substances inside or outside the building.
12. Air condition or heat, plus all lights or any equipment requiring electricity that is used in the building must be **turned off** at the completion of the function and all doors lock (front door, two patio doors and exit doors in store room). **Keys must be placed in the appropriate place as designated by the owner on the same date and at the completion of event as stated in the agreement. If key is lost there will be a \$125 replacement fee accessed to renter.**
13. **Renter** acknowledges that the **renter** has been advised of accommodation limitations for **Downtown 202** (250 persons). No single event shall total more than 250 guest unless otherwise approved by **owner**. **Renter** represents that the number of persons expected to be present for the engagement will not exceed the limitation for the area.

Contract Agreement:

I have read the above rules and regulations for a successful event at **Downtown 202**, and I agree to be bound by them. This agreement together with any attached riders and exhibits represents the entire agreement of the parties. There are no oral representations, warranties, agreements or promises.

Renter Name: _____ Date: _____

Renter Signature: _____