



**GILLESPIE COUNTY HISTORICAL SOCIETY – PIONEER MUSEUM**

***FACILITY RENTAL AGREEMENT***

**RENTAL AGREEMENT BETWEEN**

**Gillespie County Historical Society (further referred to in this agreement as “GCHS”)**  
312 West San Antonio Street, Fredericksburg, Texas 78624, (830) 997-2835

*which manages and rents spaces within the:*  
**Pioneer Museum Complex**  
325 West Main Street, Fredericksburg, Texas 78624

**AND**

Name: \_\_\_\_\_

Organization (if applicable): \_\_\_\_\_

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

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**FOR**

Type of event and intended use of the facility:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

Number of people attending: \_\_\_\_\_



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**SCHEDULE OF RENTAL FEES**

<b>Rental spaces requested (please check all that applies):</b>	<b>Includes</b>	<b>Seats</b>	<b>Cost</b>
<i>Rental of entire site: 10% discount</i>			
Dambach-Besier House – Board Room	4 tables, 12 chairs	12	\$150
Dambach-Besier House – Break Room	4 tables, 16 chairs microwave, fridge	16	\$150
Historic Fredericksburg Church – Social Hall	8 foot banquet tables & folding chairs	banquet seating for 64, theater seating for 90	\$350
Historic Fredericksburg Church – Former Sanctuary		banquet seating for 120, theater seating for 200	\$1,000
Museum Grounds – Wagon Yard		can accommodate up to 500 people	\$1,500
Museum Grounds – Entry Yard		can accommodate up to 500 people	\$1,500
Museum Grounds – Kammlah Yard		can accommodate up to 200 people	\$500
<b>Rental Fee:</b>			<b>\$</b>
<b>Half of Rental Fee (due at contract signing):</b>			<b>\$</b>
<b>Remainder of Rental Fee (due 60 days prior to event):</b>			<b>\$</b>

<b>Additional Fees:</b>	
▪ Damage/Clean-up (refundable)	\$250
▪ Security (minimum)	\$150 +
▪ Museum Buildings open after hours (for 2 hours)	\$75
<b>Additional Fees (due 60 days prior to event):</b>	
<b>\$</b>	

**Total due 60 days prior to event: \$ \_\_\_\_\_**

**Balance due date: \_\_\_\_\_**

Initials of Client: \_\_\_\_\_

Initials of GCHS: \_\_\_\_\_

**RENTAL TIME**

The rental fee for each space listed above is for 8 hours use, which includes set up time, decorating, deliveries, the event itself, and breakdown time for decorations, caterers and entertainment. Additional time can be allowed for set up and breakdown providing arrangements are made in advance. Set up may begin the day before the event and breakdown for decorations may be extended until noon of the day following the event. Additional time may be arranged if it does not conflict with another scheduled event.



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**TERMS AND CONDITIONS**

**Payment and Reservations:** A deposit of 50% of the rental fee is required at the time of booking to secure the date for the event. The balance of the rental fee **plus a \$250 refundable damage/cleaning deposit, plus any additional fees** are due **60** (sixty) days prior to the event. Notice of cancellation must be in writing.

**The following policies shall apply to all cancellations:**

*Written cancellation notice received:*

46-90 days before event  
31-45 days before event  
30 days or less before event

*Cancellation charge; renter forfeits the following:*

25% of full deposit  
50% of full deposit  
100% of full deposit

**Damage/Cleaning Deposit:** A \$250 damage/cleaning deposit is to be placed **60** (sixty) days prior to the event. After the event, if the renter and the renter’s guests have caused no damage of the premises or grounds and the premises is in the condition the renter found it prior to the event, as determined by GCHS, the damage/cleaning deposit of \$250 will be returned within 7 days following the event date. If damages and cleaning costs exceed \$250, the renter shall pay GCHS the amount owed for such damages and/or cleaning within 48 hours of the date of the invoice from GCHS.

**Fulfillment of Payment Terms:** Failure to fulfill the payment terms outlined above shall be considered a breach of contract. A breach of contract may mean cancellation and the entire deposit will be retained by GCHS.

**Tables/Chairs:** GCHS provides folding tables and chairs as part of the facility rental service for specific areas of the rental property: Board Room, Break Room and Social Hall. These tables and chairs will be set up and taken down by GCHS staff.

**Dressing Rooms:** There are no provisions for dressing rooms.

**Catering:** GCHS has made arrangements with a number of catering companies of excellent reputation to join with us as Preferred Caterers to provide exceptional service to our rental clients. If the renter desires to employ a caterer not among the GCHS Preferred Caterers, that caterer must be approved by GCHS. GCHS Preferred Caterers: *My Own Chef, Delicious Details, CarteWheels Caterers, Sterling Affairs, and Black Tie Affairs.*

**Rentals:** GCHS has an agreement with *Marquee Event Group* for rental of items not provided by the rental client, by GCHS or by a caterer, at the rental client’s expense. Such rental items include but are not limited to tents, additional lighting, upgrades of tables, chairs, dance floor and the like.

**Alcoholic Beverages:** GCHS requires that any alcoholic beverages served on the premises be purchased, delivered and served in compliance with all applicable TABC regulations.

**Security Guards:** GCHS/Pioneer Museum Complex houses irreplaceable historic buildings and artifacts. To protect the premises and contents, GCHS requires a commissioned security guard be on site during an event of any rental venue listed below. Security guards will be hired by GCHS and billed to the rental client. One security guard is required per 100 guests.

**Security guards are required for rentals of the following:**

- Social Hall
- Former Sanctuary
- Wagon Yard
- Entry Yard
- Kammlah Yard



***FACILITY RENTAL AGREEMENT***

**Rules Governing Rental of Facilities at the Pioneer Museum Complex:**

The following rules governing the rental of facilities at the Pioneer Museum Complex are a part of the rental agreement as indicated by ***renter's initials***. Violation of any rules can result in loss of the security deposit plus any additional costs incurred by GCHS to repair resultant damages to the property owned by GCHS.

- \_\_\_\_\_ All tape and adhesives used on tables/chairs must first be approved by GCHS. No tape or adhesive of any kind may be used on walls, floors or other structures.
- \_\_\_\_\_ No wall penetrations shall be made.
- \_\_\_\_\_ Rice, birdseed, confetti, glitter, silly string, fireworks or sparklers may not be used anywhere on the rented premises.
- \_\_\_\_\_ Bubbles and rose petals are allowed outdoors.
- \_\_\_\_\_ Due to the site's proximity to residential areas, rental clients using the grounds must keep music/noise levels within the decibel limits of the City of Fredericksburg.
- \_\_\_\_\_ Small children and youth must be supervised at all times by responsible adults.
- \_\_\_\_\_ Without exception, safe glass containers **MUST** surround all candles or flame sources.
- \_\_\_\_\_ Smoking is permitted **ONLY OUTSIDE** in designated smoking areas.
- \_\_\_\_\_ Alcohol may not be taken off premises. Violation of this provision may result in the eviction of the offending party.
- \_\_\_\_\_ Identification as to legal age for alcohol consumption will be required. Minors are not allowed to consume alcohol on the Pioneer Museum Grounds even if a parent of the minor secures the alcohol.
- \_\_\_\_\_ Security, bartenders, Event Directors, or GCHS staff may decide to limit the alcohol consumption of anyone. If a renter or renter's guest is determined to be intoxicated, he or she shall be escorted off the premises and arrangements made to be sent or taken home by a designated driver, commercial transportation or local law enforcement if necessary.
- \_\_\_\_\_ Renter's Property: At the end of the event, all gifts, valuables, and equipment must be removed immediately. Decorations may be removed the following day by agreement of the parties if no other event is scheduled. GCHS assumes no liability for any property not removed immediately after the event.
- \_\_\_\_\_ The areas of use and grounds will be inspected after each event to ensure there is no damage. If none is found, the damage/cleaning deposit will be refunded as stated above. If damages are found or if the premises are not left in the clean condition in which they were found prior to the event, the costs for these damages will be charged to the renter as stated above.



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**Acceptance of Facility Rental Agreement:**

I have read the above contract with regulations, services and fee schedules governing the rental of the Pioneer Museum Complex. I agree to all terms contained in this agreement and the attachments. I understand that my deposit of 50% of the rental fee made at the time of the signing of this agreement or a portion thereof as described on page 3 **is non-refundable in the event of cancellation.**

I further acknowledge that GCHS does not provide insurance coverage for any activity, and that I am not relying on the existence of insurance coverage by GCHS. In consideration of the agreement of GCHS to lease the facilities specified to me for my event, on behalf of myself, my heirs, legal representative, executors, my guests, invitees and assigns and agents, I hereby release and forever discharge GCHS, their heirs, legal representatives, executors, assigns, agents, employees and their insurers from any and all claims, causes of action for liability of any kind, including personal injury or property damage which I or my guest may sustain arising from or growing out of, directly or indirectly, the use of the facilities of the Pioneer Museum Complex. I further agree and indemnify and hold GCHS harmless from any and all claims, actions or causes of action for liability of any kind, including personal injury and property damage, arising from or growing directly or indirectly from the use of Pioneer Museum Complex.

In the event of a default in the payment of any sums under this agreement, I agree to pay GCHS any reasonable attorney’s fees incurred by them in the enforcement of this agreement.

This agreement is governed by the laws of the State of Texas and is performable in Gillespie County, Texas. If any portion is held invalid, the balance will continue in full legal force and effect.

**I have read and understand the above agreement:**

\_\_\_\_\_  
Rental Client Signature

\_\_\_\_\_  
Rental Client Name (please print)

Date: \_\_\_\_\_

\_\_\_\_\_  
GCHS Staff Signature

\_\_\_\_\_  
GCHS Staff Name (please print)

Date: \_\_\_\_\_