

Kocian Entertainment Enterprise, LLC
The Kocian Building
Hallettsville, Texas – 512-671-3706
BANQUET CONTRACT
 Effective January 1, 2008

| | |
|--|--|
| Contact Name/Host: _____ | Date of Function: _____ |
| _____ | |
| Address: _____ | Number of Guests |
| _____ | Expected: _____ |
| _____ | |
| Phone (home): _____ | Notes: The base cleaning fee is \$100 and is included in the rental fee. The fee could increase depending on how much cleaning is required. |
| Phone (work): _____ | _____ |
| Phone (cell): _____ | _____ |
| Email Address: _____ | Included: 20 60" round tables |
| | 5 48" round tables |
| | 180 beige padded banquet chairs |
| Facility Charge: _____ | Kitchen for your caterer's use |
| Deposit: _____ (1/2 facility charge) | Serving counter |
| Balance after deposit: _____ (Due two weeks prior to event) | Background music |
| Extra Services: \$50 per hour decorating on Friday | Utilities |
| Cleaning Deposit: \$50 (refundable) due at receipt of key | _____ |
| Key Deposit: \$75 (refundable) due at receipt of key | _____ |
| _____ | _____ |

RESTRICTIONS AND RESPONSIBILITIES:

1. _____ Facility Owner/Manager must approve set up of Facility.
2. _____ Nothing is to be taped, tacked, stapled or hung from the walls, ceiling, fans and windows.
3. _____ No rice, glitter or confetti inside or outside the Facility for decoration or throwing.
4. _____ No shoe polish or paint is to be applied to any part of the Facility including interior and exterior of Facility, sidewalks, walls and windows.
5. _____ No furniture or equipment shall be removed from the Facility. After event, the tables and chairs must be folded, stacked and returned to where they were found prior to the event.
6. _____ Lessee cannot charge admittance to the Facility without prior approval from the Facility Owner/Manager.
7. _____ Facility shall be locked and all utilities turned off when Lessee leaves premises.
8. _____ The cleaning fee is \$100 and is included in most rental fees. The cleaning fee includes sweeping, mopping, vacuuming and cleaning and disinfecting the restrooms. It does not include kitchen cleaning or removal of rental property – table cloths, napkins, dinnerware, catering and any other items rented or brought in from outside of the Kocian Building – and are the sole responsibility of the Lessee and Lessee's Agents. Garbage with food must be placed in the trash receptacle outside if there is room or by the back door for removal to the curb by the Facility Owner/Manager. There is a \$50 cleaning deposit to cover any excessive soiling or guest totaling more than 100. Excessive soiling of Facility may result in additional charges. These would be things that would require additional time for cleaning (carpet cleaning, vomit or diarrhea removal, cleaning kitchen, etc.) and may fall under "damages".

The Lessee is responsible for any damages to the Facility during the period of time that guests, visitors, employees or other agents hired by the host are on the premises. The Facility Owner/Manager will not assume responsibility for damages or loss of merchandise or articles left in the Facility prior to, during or following the Lessee's function.

It is understood that no alcoholic beverages will be served to minors. All safety and health regulations will be enforced and must be observed.

It is understood that any violation of the above rules and any damage to the premises caused during the period of time that guests, visitors, employees or other agents hired by the host while on the premises prior to, on the date of and following the function is the responsibility of the Lessee and will be repaired or paid to the satisfaction of the Facility Owner/Manager by the Lessee.

DEPOSITS:

1. The facility deposit is 1/2 of the fee and due upon signing the contract. The remaining balance is due two weeks prior to event. The deposit is refundable with at least two week’s notice of cancellation.
2. Cleaning deposit - \$50.00 – this is to cover excessive soiling during event and is refundable upon final inspection.
3. Key deposit - \$75 – this is refundable when key is returned.

WAIVER OF LIABILITY

It is understood that the Lessees will conduct the function in an orderly manner, in full compliance with All State laws, ordinances and regulations (and any special requirements of The Kocian Building Owner/Manager sets forth in this contract). Lessees agree to irrevocably and unconditionally defend, indemnify and hold harmless, The Kocian Building Owner/Manager from liability, claims, demands, actions and causes of action arising out of or related to any loss, damages, illness, death or injury to the Lessee’s invitees sustained during the event in connection with food, beverages, services, or property. In addition, we the Lessee’s have examined the property, including building, grounds, stairways and common areas and found The Kocian Building Owner/Manager to be well maintained and free of open and obvious defects and hazardous conditions. In addition Lessee agrees to defend, indemnify and hold harmless, The Kocian Building Owner/Manager, for any illness, death or injury sustained by any of his/her invitees in connection to any items not provided by The Kocian Building Owner/Manager. Lessees agree to provide help for any elderly guests who may need assistance in entering or exiting the premises. Lessees agree to irrevocably and unconditionally, defend, indemnify and hold harmless The Kocian Building Owner/Manager its employees and contractors jointly and individually, from any liability, claims, demands, actions and causes of action arising out of or related to any loss, damage, illness, death, or injury sustained by any participant in connection with the service and consumption of alcoholic beverages on The Kocian Building premises. The Lessees are obligated and responsible to terminate the event if guest(s) do not comply with the State Liquor laws and/or any policies set forth in this contract concerning service of beverages or conduct of guests. Lessee understands that it is against the law for Lessee’s guest under the age of 21 to consume alcohol and Lessee will monitor them appropriately. The Kocian Building Owner/Manager reserves the right to monitor sound levels that interfere with other businesses or residences on and near the property. In the event The Kocian Building becomes unavailable due to storm damage, civil unrest, Act of God or reasons not controlled by The Kocian Building Owner/Manager, this contract will be canceled and The Kocian Building Owner/Manager will not be obligated or held responsible for any further damages or losses. If such an event occurs, the Deposit would be refunded.

The Facility Owner/Manager has the right to add or amend this agreement at anytime; if the Facility Owner/Manager and Lessee do not agree on these changes then this contract will be null and void.

The text of this agreement must not be altered by adding or deleting by the Lessee. If the Lessee alters this agreement the agreement becomes null and void. This date will remain open until the agreement is signed and a down payment (1/2 of agreed fee) is made.

ACCEPTED & SIGNED

Lessee #1

Kocian Entertainment Enterprise, LLC
Zoy Kocian, President

Return contract with deposit to:

James or Zoy Kocian
1904 Plantation Dr.
Round Rock, TX 78681

Lessee #2 (if applicable)

Make Checks Payable to:

Kocian Entertainment
Enterprise LLC

Date

Date