



RENTAL AGREEMENT (ver 3/2021)

	<i>Renter</i>	<i>Owner</i>
<i>Name</i>		Silvermoon on Broad, L.L.C.
<i>Mailing Address</i>		217 West Broad Street
<i>Mailing City, ST zip</i>		Texarkana, TX 75501
<i>Cell Phone</i>		(903) 792-0562
<i>Email Address</i>		smob@windstream.net

What led you to the Silvermoon? A friend. SMOB's reputation. SMOB's website. Facebook.
 (Please check all applicable.) Referral from / Ad in _____

Date of this Agreement: _____. **Renter rents from Silvermoon, the space(s) noted below for the Event, in the present condition under the following terms, including the Additional Conditions attached, for the date/times noted below:**

Name / Brief Description of Event:	
Space(s) Rented: (check all desired)	The following dates/times apply to all spaces checked at left, unless an attached addendum modifies that:
___ Silvermoon Theatre	Event Date:
___ Great Hall	Expected Entry Time:
___ 1885 Parlor	Event Start Time:
___ Singer Courtyard	Event End Time:
___ Kitchen	Expected Last Exit Time:
___ Lobbies	Alcohol intended? <i>Our two-page addendum must be attached with all paragraphs initialed.</i>
___ Dressing Rooms	

1. Deposit & Rentals. A deposit shall be collected from the Renter to reserve the space and to cover damages. After the event, Silvermoon shall apply deposit against payment for any damages and any other charges incurred from the Event. If the damages/charges actually incurred by Silvermoon exceed the amount of the deposit collected, then the Renter will pay Silvermoon the difference within 10 days after the event. Renter further agrees that if the same is placed in the hands of an attorney for collection, to pay the costs of collecting the amount due, including reasonable attorney's fees. Any unused portion of deposit (over and above rental charges, service charges, and damages) shall be returned to Renter within 10 days after all conditions outlined in this agreement are fulfilled by the Renter, to the Silvermoon's satisfaction.

2. Payment Amounts & Schedule. The amount of the Rental Charges (Base Rental + Extra Hour Charges) for the desired space, date, and time shall be calculated by Silvermoon based on the spaces and times for the Event and the setup and take-down time. The amount of the Deposit shall be set by Silvermoon based on the expected Rental Charges and whether alcohol is to be served. As used in this agreement, "Base Rental" is the rental charge for the initial base time for the space(s) rented as set out on the Rental Rate Sheet. "Extra Hour Charges" connotes the hourly rate for each additional hour (or part thereof) used beyond the base time (all as set out on the Rental Rate Sheet). Note that Extra Hour Charges

may include charges for added hours to the extent initial entry is earlier than stated in this contract and/or last exit is later than stated herein. While renter or any of renter's guests, contractors, or items are on Silvermoon premises as part of or related to the rental event, Renter's use will be considered to continue, and additional Rental Charges may be incurred.

Deposit is due at signing this agreement to hold your reservation date/time. Expected rentals are due on demand at or before the time the event is to begin. All unpaid rentals and other charges (for example, for use of Silvermoon linens, dishes, utensils, and glassware) are due and payable upon invoice. Failure to make payment will constitute default on this Agreement. Renter further agrees that, if the same is placed in the hands of an attorney for collection, Renter will pay the costs of collecting the amount due, including reasonable attorney's fees.

The Refund policy for cancellations is as follows: Cancellation of any event is subject to a cancellation charge of \$75. If you cancel your date 60 or more days before the event and Silvermoon can re-book the date with an equivalent or larger event, then 75% of the Deposit, after deducting the cancellation charge, will be refunded and no rental charge incurred. If cancellation occurs 30 to 60 days before the event and Silvermoon can re-book the date with an equivalent or larger event, then 50% of the Deposit, after deducting the cancellation charge, will be refunded and no rental charge will be incurred. Otherwise, the entire Deposit is non-refundable. Unless cancelled at least 30 days before event is to occur, rental charge is incurred.

3. Usage Term for Event. The term shall be as stated above (hereinafter, "Usage Term"). Unless special arrangements have been made with Silvermoon management before the event, (A.) music or other loud sounds must end in Courtyard, Lobbies, or Theatre by 11:00 p.m. on Friday or Saturday nights and by 10:00 p.m. on other nights; (B.) all events must end no later than 11:30 p.m.; and (C.) renter, guests, and all associated people and property should make final exit by 12:00 midnight. Later times, even by arrangement, are subject to a charge at double the extra hour rate for all spaces rented.

4. Renter Responsibility.

(a) Renter agrees to be completely responsible for any and all damages which may occur, either as the result of accidents or intentional acts of Renter, guests, and/or agents or Renter.

(b) Renter warrants that he/she shall remain on the Silvermoon premises at all times during the Usage Term.

5. Alcohol Use.

Renter 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 Renter's event/party/gathering, and Silvermoon shall have no responsibility to police it.

(a) BY LAW, NO ONE UNDER 21 MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. Renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter 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 Renter is solely responsible for safety and for compliance with all laws regarding the service of alcoholic beverages, Silvermoon 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 Renter's expense. If over 100 guests are expected for an event with alcohol service, then two (2) security personnel may be required. Determination of the need for security personnel is at the sole discretion of The Silvermoon, and scheduling of and payment for said personnel is the responsibility of Renter.

(d) If alcohol is to be sold at the event, Renter shall, before the event, provide the Silvermoon a copy of the applicable TABC-issued permit authorizing such alcohol sale.

6. **Compliance.** Renter agrees to comply with reasonable directives of Silvermoon personnel concerning the use of the facilities.

7. **Indemnity.** Renter covenants at all times to hold harmless and defend Silvermoon and its agents from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the premises, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the Premises by reason of the Renter's use, possession, or occupancy of said property and any and all loss, costs, liability, or expense resulting therefrom.

8. **Incidental Personal Property.** Silvermoon has a limited number of tables and chairs that may be used by Renter on a first come first served basis and without further charge. Silvermoon also has a supply of tablecloths (white and black), napkins (black), utensils, glassware, china, and similar items that are available for an attractive additional charge. Renter will be responsible for damage to any items used. If Renter needs any items beyond these incidental items available from Silvermoon, on request, Silvermoon can make arrangements for those needed items at Renter's cost.

9. **Cleanup.** Renter shall be responsible for principal cleanup, as follows, related to Renter's use of the facility:

(a) **Used Spaces.** Table trash, cups (emptied of fluids), plates, plastic ware, cake, food, decorations, etc. will be gathered and placed in bagged trash cans or taken from the premises. All liquids will be emptied into sinks (not drinking fountains) before cups (or other liquid-holding items) are placed in the trash cans. So that the trash bags will not drip or otherwise trail liquids, large bags will be left in their cans. If trash needs to be removed from the cans during the event, please advise Silvermoon personnel, who will do that outside the building.

(b) **Kitchen/Service Areas.** The kitchen and service areas are to be left as they were found. Wipe out sinks, wipe counters/tables/stovetop clean, clean service equipment, remove remaining containers, etc. from the site. Floors in the kitchen/service areas should be left swept clean.

(c) **Restrooms.** Any plumbing or trash problems during the event should be reported to the Silvermoon promptly.

(d) **Outside Areas.** In outside areas, cigarette butts, cups, miscellaneous items shall be disposed of in proper receptacles (not in planters or flower beds or on sidewalks or street).

(e) **Linens.** All Silvermoon cloth items used shall be cleared of foreign matter and left on the tables for handling by Silvermoon staff.

(f) **Foodservice Items.** Items rented from the Silvermoon, such as china, glassware, and utensils, shall be cleaned and sanitized by Silvermoon personnel. Other Silvermoon foodservice items, like pots, utensils, etc., should be used only on specific approval by Silvermoon staff, and, after such use, shall be cleaned and sanitized for their next use. The handling of any items rented or borrowed from third parties shall be the sole responsibility of the Renter, not of the Silvermoon.

(g) **Other Personal Property.** All personal property belonging to Renter or guests shall be collected and taken from the premises. Any items borrowed or rented from others shall be either removed from the premises or express arrangements made with Silvermoon staff for their retrieval after the event.

(h) Silvermoon expects to generally sweep, mop, and vacuum the used areas, and to clean the restrooms. But any necessary clean-up by Silvermoon of any items (a) through (g), beyond this basic cleaning expectation and except as set out above, may be charged to Renter.

10. **Decorations.** Renter agrees that decorations shall NOT be attached to the walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, window treatments, by use of nails, cellophane or duct tape, tacks, staples, etc. The Great Hall, the Lobbies, and the Parlor have picture hanging rails that can be used to suspend lightweight decorations that do not damage the walls or the rails. The Silvermoon has a supply of S-hooks and line that can be used for hanging items from the picture rails.

11. **Kitchen Use.** When Kitchen is rented for "staging," Caterers and serving personnel may use proofer/warmer, the refrigerators/freezer, ice machine, ice totes, stainless steel tables/countertops, and coffee maker for service at the event. When Kitchen is rented for "cooking," use may expand to other cooking devices in the space. There shall be no use of the dishwasher or any food, beverages, or containers found in-house without specific permission of the Silvermoon. Food scraps shall be scraped into the trash and foodservice items and utensils cleaned. The sink and floor shall be left clean. The kitchen shall be left in at least the condition it was found. Failure to do so shall result in cleaning charges to Renter's account.

12. **Sound-System Use.** In each of the Great Hall and the Theatre, a sound system is available for use during your event. But DJs, bands, or other musical entertainers are NOT allowed to use these systems. These systems may be used for background/dinner music, playing of audio for a program, announcements, toasts, etc. Renter will be responsible for damage to system, speakers, or any component from misuse or abuse of the system by the Renter or a guest.

13. **Caterers.** Silvermoon has compiled an approved list of caterers for your use. If a caterer is preferred who is not on the approved list, the Silvermoon's consent (in its discretion) may be obtained for use of the caterer following written notification to Silvermoon, the Silvermoon's review of their credentials, and the caterer's review of, and undertaking to adhere to this Agreement's terms.

14. **Conducting Event.** For the duration of the event, the Renter and guests must abide by the Silvermoon policies and comply with applicable regulations and laws. Renter is responsible for the actions of guests and for any damages or losses incurred and any injuries sustained on the Silvermoon premises or any surrounding areas. Silvermoon 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 the Silvermoon or disruptive to residents of the immediate neighborhood. The intent of this provision is the protection of persons and property and being a good neighbor.

15. **Governing Law.** 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.

16. **Photography.** Silvermoon regularly uses photos of events to promote the use of its spaces. Unless Renter advises Silvermoon personnel otherwise at or before the event, Renter agrees that Silvermoon may use photos of Renter's event, including those in attendance at the event, for promotional or informational purposes.

17. **Cancellation or Refusal.** The Silvermoon reserves the right to refuse or cancel this contract if Silvermoon management concludes that the event contemplated by or happening under this document is illegal, dangerous, or injurious to our community or our religious beliefs. In such an event, the deposit will be promptly refunded, except as to rental charges incurred by an event in progress.

18. **Entire Agreement.** The parties agree: (a) all of the terms and conditions are contained herein or are attached ("Additional Conditions" attachment is incorporated herein for all purposes), and (b) any modification shall be in writing.

RENTER: [____ person / ____ entity]
Entity Name: _____

SILVERMOON ON BROAD, L.L.C.

/s/ _____
(Type your name as your signature, or print form & sign.)

BY: _____

Printed Name: _____
Title: _____

Printed Name: Diana or Josh Morriss
Title: *Manager*

ADDITIONAL CONDITIONS

1. **Set-up and take-down/cleanup time** shall be charged as part of the rental time unless previous arrangements are made that clearly state that certain hours are not to be charged. Mere permission to enter or exit at certain times does not waive the charge for the hours so used.

_____ Renter Initials

2. The Silvermoon facility is rented **AS IS**. Alterations to the facility are not permitted: Silvermoon equipment, pictures, lamps, furniture, and decorations may not be relocated or removed from the Premises without specific prior permission.

_____ Renter Initials

3. No nails, staples, screws, pins, tape, or adhesives of any kind may be put into or attached to **walls or ceilings**. **Floors** may be taped with blue painter's tape only. No adhesive tapes including cellophane and duct tape may be placed on any surfaces. The Silvermoon has picture hanging rails in the Great Hall, the Lobby areas, and the Parlor that may be used for hanging lightweight materials with approved S-hooks.

_____ Renter Initials

4. There will be no consumption of any **alcoholic mixes** that are mixed off premises. Any frozen drink machines, "Margarita machines" etc., will be allowed only upon specific prior approval.

_____ Renter Initials

5. Using enclosed **candles** (white candles only, please) is permitted only with approval from Silvermoon personnel. Candles may be used on buffet tables by caterers, but only when done safely and under their direct supervision. Candle-wax spills may incur extra cleaning charges against Renter's account.

_____ Renter Initials

6. No rice, confetti, birdseed, cutout shapes (paper, foil, or otherwise), table scatter, hay, or other unapproved **"celebration materials"** or decorations shall be allowed inside or outside the facility. This includes stars or similar items scattered on tables or elsewhere. Please check with Silvermoon to learn if a certain material is approved. Any such use shall require Renter's complete cleanup of that material or an added charge for such cleanup.

_____ Renter Initials

7. No **red punch or red beverages** will be allowed on or around carpeted areas without specific prior approval by the Silvermoon.

_____ Renter Initials

8. We understand the **music-ending, event ending, and exit** times as set out by paragraph 3 in the main agreement.

_____ Renter Initials

9. No use of any **pyrotechnics**, sparklers, fireworks, any fog machine, or anything that makes smoke, inside or outside the facility, shall be allowed. No dance wax or compound, or any substance, may be spread or scattered on the floor.

_____ Renter Initials

10. Anything that **stains, damages**, or otherwise disfigures flooring, walls or any other part of The Silvermoon will incur cleaning charges to remove the damage. If damage occurs, Silvermoon will attempt an in-house cleaning effort or will contract all cleaning/repairs to be made by skilled professionals, and charges for cleaning/repairs will be deducted from Renter's deposit. In the event that cleaning/repair costs exceed the amount of deposit, Renter will be responsible for the entire cleaning/repair over and above the deposit.

_____ Renter Initials

11. **Furniture arrangement** must be approved by Silvermoon prior to the event. While every effort will be made to arrange all furniture at the request of the renter, Silvermoon reserves the right to adjust furniture as necessary to allow for safety, traffic, avoidance of damage to walls, and other reasons it deems necessary.

_____ Renter Initials

12. A joint walk-through will be requested by Silvermoon during the next available opportunity after the event if **damage or excessive soiling** or deposits of foreign matter has occurred in or to the facility. If no such has occurred, as determined by Silvermoon, a walk-through will not be required.

_____ Renter Initials

13. If **damages to the facility** prevent the next scheduled event(s) from occurring, Renter will be responsible for any and all funds lost to the Silvermoon as a result.

_____ Renter Initials

14. Renter, not Silvermoon, is fully responsible for any **alcohol-related liability** arising from this event (see paragraph 5 in main agreement). Renter warrants to Silvermoon that Renter has never been, and has never been found to have been, a cause of any alcohol-related incident resulting in injury, death, or property damage—nor has any agent of Renter for this event been, or has been found, such a cause.

_____ Renter Initials

15. The Silvermoon is a **non-smoking and non-vaping** facility, including its Courtyard and sidewalks within 20 feet of a door. Any smoking/vaping should be done adjacent to the smokers' station, which will be located somewhere along the Broad Street side, at least 20 feet away from any door, and all debris disposed of properly. Renter is responsible for picking up cigarette butts deposited by Renter's guests, wherever found outside of the designated receptacle, after the event. The use of chewing tobacco, snuff, or any other tobacco product is prohibited inside the Silvermoon.

_____ Renter Initials

16. While we welcome **children/minors** to the Silvermoon, we ask that parents (or other designated chaperones) be responsible to supervise them on site and keep them under control. The Silvermoon is not a place for running, throwing food or other objects, standing on tables or chairs, hanging from or on doors, or the like. Minors (if unaccompanied by a responsible adult) are not allowed in the kitchen, in the service areas, or anywhere outside. Silvermoon shall not be responsible for supervision of, injuries to, or anyone's interactions with minors. Renters are responsible for all damages to children/minors or caused by them. Gatherings of minors must be supervised by at least one responsible adult chaperone for Renters who must remain generally in the gathering space, not just on the premises.

_____ Renter Initials

17. Food or drink are not to be taken into the **theatre**, unless it is being setup/used as a dinner/dessert theatre.

_____ Renter Initials

18. Renter is advised that the **maximum capacity** of the Silvermoon's spaces allowed is as follows: Great Hall -225, Courtyard-150, Theatre-135, Gallery/Lobby-110, Parlor-65. Renter acknowledges receipt and understanding of this information, understands that these numbers are feasible only with the use of the smallest/fewest items of furniture or decoration, has had ample opportunity to ask any questions about it, and agrees not to exceed any listed capacity at any time for any space used during Renter's use of the Silvermoon.

_____ Renter Initials