

Bastrop Sound Sanctuary Building Use Wavier

I enter into this Building Use Waiver Release (Agreement) with Bastrop Sound Sanctuary for the permit to use the facility located at 1902 Chestnut St. Bastrop, TX 78602.

1. Waiver and release of all claims (including negligence):

In consideration for use of the facility, I waive and release Bastrop Sound Sanctuary, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or as a result of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release Bastrop Sound Sanctuary from any and all liability for damages or injuries on account of or in any way related to or as a result of my negligence, the negligence of third parties and Bastrop Sound Sanctuary's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release Bastrop Sound Sanctuary from any liability resulting from their intentional conduct.**

I further stipulate and agree not to institute any claims or legal action against Bastrop Sound Sanctuary for any claim released by this Agreement. I further agree that should any claim be made against Bastrop Sound Sanctuary in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Bastrop Sound Sanctuary for any such claim and expenses including attorney's fees and costs incurred by Bastrop Sound Sanctuary in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that Bastrop Sound Sanctuary is not responsible for any lost or stolen valuables or property from within the facility.
3. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment.
4. In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. I acknowledge this is an older building and has older areas of construction that must be navigated carefully to avoid being hurt or damaging the property`.
5. If there will be a full bar a security person will be required. The appointed security person will need to be approved by the property manager.
6. No illegal substances, firearms, indoor smoking, or pets are allowed.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Bastrop Sound Sanctuary for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Bastrop Sound Sanctuary, may result in loss of the ability to use the facility.

Name of Organization (if applicable) _____

Name (please print) _____

Signature _____ Date _____



Bastrop Sound Sanctuary Rental Contract

Upon receipt of a signed copy of this document and 50% of the total amount due (including any deposits) this contract will be in effect and the Property will be reserved for the time and date specified below.

Event details: _____, _____, \$ _____
(DATE OF EVENT) (TIME RANGE ON EVENT DAY) (TOTAL AMOUNT DUE - INCLUDING DEPOSITS)

Between: Bastrop Sound Sanctuary, 1902 Chestnut St. Bastrop, TX 78602. (512) 270 - 8863

And:

Name

Address

Phone

E-Mail

Description of Event

Recitals

•Bastrop Sound Sanctuary is an independent contractor that is engaged in providing space to various venues in the Austin, TX area under Tax and Business ID number of 3-20056-7912-4 which is filed under the official name of Austin Strings. This business complies with all state and federal requirements that are required to carry out said business, including but not limited to: withholding, sales permits, licenses.

•Now, therefore, in consideration of the above recitals and mutual promises both parties agree as follows:

Terms and Conditions

1. The total amount is due at least 2 weeks prior to the event. Upon receipt of total amount the property will be reserved on _____ from _____ for a/an _____. The balance of \$ _____ is due on _____.
(DATE) (TIME RANGE) (TYPE OF EVENT) (TOTAL RENTAL AMOUNT) (DATE)

2. Should a cancellation occur within 2 weeks of contracted date, the contracted party will refund all but the deposit of \$ _____. If a cancellation occurs from 14 - 0 days before the contracted date there will be no refund.

3. This contract may be terminated by either party prior to signing or exchange of money.

After the exchange of money Number Two (2) under Terms and Conditions becomes effective.

4. Should there be any legal dispute by either party over this contract and the provisions of such, both parties agree to mediation or arbitration, fees of which will be paid by the losing party.

5. In conjunction with this rental contract I have read, agreed to, and signed the Bastrop Sound Sanctuary rental wavier.

6. If planning to serve wine or champagne the cleaning deposit will be increased by \$300; if there will be a full bar a security person will be required in addition to the additional \$300 cleaning deposit. The appointed security person will need to be approved by the property manager. No illegal substances, firearms, indoor smoking, or pets are allowed.

(SIGN ABOVE) Authorized Signature

Date

(RESERVED for BSS) Authorized Signature

Date