

## LYCEUM AND EVENT SPACE RENTAL

### **RULES AND CONDITIONS FOR USE**

*(Alphabetized)*

#### **ALCOHOLIC BEVERAGES:**

The Sims Library does not allow selling of any alcoholic beverages – It is understood and agreed that the Lessee may serve beverages containing alcohol (limited to beer, wine, and champagne) hereinafter called “Alcohol”, upon the terms and conditions in the Alcohol Policy.

**CANDLES:** The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use. (Example: See [www.candleimpressions.net](http://www.candleimpressions.net) the candles light automatically at the time set and run for 100 hours on a small battery).

**CHANGING AREA:** If the event in the lessee requires space for changing please note that all rooms are covered by CCTV. Bathrooms are available on the main level and near the event space for changing. If any other room is used as a changing or staging area the lessee must provide their own privacy screens.

**CHILDREN:** If minors (under 18) are present, they must be under direct adult supervision at all times. Please refer to the **courtesy protocol** in the rules and conditions for use page.

**CLEAN-UP:** Lessee shall be responsible for returning the Library to the condition in which it was provided to them. All property belonging to Lessee, Lessee’s invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by Sims Library. Should the Lessee need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee.

Please note that cleaning supplies are not supplied by the library.

Trash disposal is the Lessee’s responsibility. Immediately following the event, please have a Clean-up Committee take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into the Sims Library designated trash sites.

A review of the building shall be completed at the end of the event with a person from the Library staff. It is at the Library Staff’s discretion if the property has not been returned to original condition or damage has occurred. If damage has occurred to the building a fee will be charged to the lessee or a claim filed on the lessee’s event insurance if applicable.

Sims Library is not responsible for any property left behind by Lessee, Lessee’s guests, invitees, agents and sub-contractors. The Lessee is responsible for any and all damages to Sims Library and surrounding site. It is the Lessee’s responsibility to remove all decorations and return the Library to the condition in which it was received.

**CONDITIONS OF USE:** Lessee's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings. The Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. Lessee is responsible for the removal of all decorations and trash from the property, or placed in a designated spot.

**CONTACT PERSON:** Lessee must designate one individual as Contact Person. This must not be someone heavily involved in the activities of the day, this should be someone who is available to effectively communicate with our on-site coordinator should problems, concerns, or questions arise. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

**COURTESY PROTOCOL:** The Sims Library reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

**DATE CHANGES AND CANCELLATION POLICY:** In the unlikely event the Lessee is required to change the date of their event, every effort will be made by Sims Library to transfer reservations to support the new date. The Lessee agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Lessee. The Lessee further understands that last minute changes can impact the quality of the event and that Sims Library is not responsible for these compromises in quality.

- Cancellation: In the event Lessee cancels the event, Lessee shall notify Sims Library immediately in writing or by email. Once cancelled, the Lessee shall be responsible for agreed liquidated damages as follows.
  - The parties agree that the liquidated damages are reasonable. In the event Lessee cancels the event more than 60 days prior to the event, Lessee be offered a refund of all but any processing fees charged by Credit Card Processing.
  - In the event Lessee cancels the event more than 30 days, though less than 60 days prior to the event, Lessee will forfeit their deposit.
  - In the event Lessee cancels the event less than 30 days prior to the event, Lessee will forfeit all paid charges including their deposit.
- Sims Library reserves the right to cancel an event because of the Lessee's noncompliance with deadlines for payment and documentation. In that case there will not be any refunds. If Sims Library cancels the event because of an emergency including inclement weather, all fees and deposits will be refunded.

**DECORATIONS:** Any decorations, signage, electrical configurations or construction must be pre-approved by Sims Library.

- *The only adhesive material allowed is drafting tape on the stage.*
  - No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed.
  - You may use string or garlands to attach items so long as no other items are used to attach to the existing furniture or building. Please remember that this is a historic building and that existing architecture, including the stage arch, is very fragile.

- All other decoration must be freestanding. Nails and staples are not permitted at any location.
- Please note that objects and decorations may not be placed on either piano.
- The use of birdseed, rice, confetti, flower petals, glitter fog machines, pyrotechnics, and sparklers are not permitted inside or outside the facilities.

ALL DECORATIONS MUST BE APPROVED BY SIMS LIBRARY.

**DELIVERIES / DELIVERY TRUCKS:** There is a size limit to the height and length of vehicles entering the complex due to the damage inflicted to our trees. Please coordinate limits with us. Library staff will need to know the delivery dates and times of any rentals, Lessee will need to be available to meet them and show them where to drop their rentals.

**DISCRIMINATION:** Sims Library does not discriminate on the basis of faith, gender, or sexual orientation.

**ELECTRICAL OUTLETS:** All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

- Any outlet extenders that are used must be surge protectors.
- Extension cords and surge protectors cannot be “daisy-chained,” i.e. one surge protector cannot be plugged into another surge protector or extension cord.

**EVENT ENDING TIME:** All events must end by 11:00 PM to comply with City/County sound ordinances and in order to allow for clean-up and closure of the site by 12:00 AM.

**EVENT SET-UP LIMITATIONS:** All property belonging to Lessee, Lessee’s invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Lessee need earlier access for set-up purposes, this can be arranged for an additional fee. The Lessee is ultimately responsible for property belonging to the Lessee’s invitees, guests, agents and sub-contractors. Rental items must be scheduled for pick-up no later than

Alcohol service may start after business hours of the Library and must stop no later than 11:00 PM (or maximum of 5-hours if occurring sooner), approved security and insurance must be provided.

Additional Rules Apply – See Alcohol Policy

Music (DJ or live music) must stop no later than 11:00 PM. All guests must be off the Sims Library premises no later than 12:00 AM the day of the event (including clean-up crew, with all clean-up to be done by 12:00 am).

All rental spaces have an approved map with suggested table and chair set ups, to be provided to the lessee showing the Fire Exit that must be maintained. No materials or furniture should in any way block emergency exits, fire lanes, or fire extinguishers.

All set up must accommodate fire safety.

**EXCUSE OF PERFORMANCE (Force Majeure):** The performance of this agreement by Sims Library is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Sims Library. Should the event be cancelled through a Force Majeure event, all fees paid by Lessee to Sims Library will be returned to Lessee within thirty (30) days or Sims Library will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

**FOOD AND BEVERAGE:**

Food and beverages must be consumed outside of the actual Lyceum, in the lobby or reception room.

Concessions or selling of food or drinks is prohibited.

Please no gum or red items.

All food and beverages must be delivered and served by a caterer with a current City of Waxahachie catering permit or a temporary food service permit from the City of Waxahachie Health Division. (See website for more info or contact the Health Division at 469-309-4020.) Sims Library must receive a copy of the permit at least 30 days in advance.

If alcoholic beverages are served, the renter must comply with the laws of the State of Texas and regulations of the Texas Alcoholic Beverage Commission. The caterer or concessionaire must be appropriately licensed by the TABC and have Liquor Liability Insurance.

**\*\*See Alcohol Policy for More Information\*\***

**GARBAGE DISPOSAL:** Trash disposal is the Lessee's responsibility. Immediately following the event, please have a Clean-up Committee take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into the Sims Library designated trash sites.

**GUESTS:** Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

**HANDICAP ACCOMMODATIONS:** We provide level-designated parking, ramped walkways throughout the property along with suitable restroom facilities. Motorized and transport chairs can easily navigate the grounds. An elevator to the second floor is available. All public areas of the Library are handicap accessible.

**INDEMNITY:** Lessee agrees to indemnify and hold harmless Sims Library, its officers, staff and agents working on its behalf, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Lessee, and Lessee's guests, invitees, agents and sub-contractors.

**INSURANCE:**

**Event Insurance is required on any events over 50 people and/or any multi-day event.**

\*Suggested Retailers  
<https://www.theeventhelper.com/>

Any third party suppliers/vendors used or contracted by Lessee shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Nicholas P. Sims Library must be named as an additional insured for the duration of this Contract.

**MUSIC AND ENTERTAINMENT:** Due to the proximity of the Sims Library to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The Sims Library event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. Sims Library reserves the right to require Lessee(s) to cease the music it deems inappropriate, at the Sims Library's sole discretion. Sims Library also reserves the right to require the Lessee(s) to lower the sound level or cease playing music, at Sims Library's sole discretion.

Note: Although in a private building, we are keenly aware that sound travels and do, therefore, make every attempt to be considerate of our neighbors' privacy.

- Outdoor Music Events
  - All outdoor events with music must be reserved at least 60 days in advance to provide adequate time to notify neighbors of upcoming events.
- The Lyceum has 2 tuned pianos available for use. Please note that nothing beyond music may be placed on either piano and that the Baby Grand piano on the stage must stay on the stage.

**PARKING:** Parking is available across the alley in the Library parking lot. Handicap accessible parking spaces are provided at the posted areas adjacent to the sidewalks. Parking is not permitted on Main Street, Jefferson, or any access drive to the Library building.

**PETS:** Sorry, absolutely no pets allowed.

**PHOTOGRAPHY:**

All Lessee's and patrons requesting time for photography sessions will have the opportunity to use any area of the library for photography sessions provided an appointment is made. All times for utilization of different areas at Sims Library will be coordinated with the schedule for each Lessee. We reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

**PLEASE RESPECT NATURE:** We would greatly appreciate it if persons do not disturb plants, rocks, trees or other natural gifts. Please do not nail anything to trees or hang any ropes, swings or hammocks from tree limbs. Please do not walk or step in flower beds.

**REFRIGERATOR / FREEZER SPACE:** A kitchenette with a mini - fridge, sink, and microwave will be made available to all events on the upper floor. No other food or beverage accommodations will be made. Each event is responsible to provide their own ice and ice chest (there is not a commercial ice maker on site). Beverage should be brought chilled the day of the event. Caterers are expected to make their own food/beverage accommodations.

Initials \_\_\_\_\_

**RENTAL SPACE CHANGES:** Any contents or furniture movement must be pre-approved by Sims Library. It is the Lessee's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by the Sims Library planning staff.

All rental spaces have an approved map with suggested table and chair set ups, to be provided to the lessee showing the Fire Exit that must be maintained. No materials or furniture should in any way block emergency exits, fire lanes, or fire extinguishers.

All set up must accommodate fire safety.

**RESERVATION OF RIGHTS:**

Sims Library reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of Sims Library as set-forth in this Agreement are in addition to any rights or remedies which may be available to Sims Library at law or equity.

**RESERVATIONS:**

Sims Library must approve your requested date at least 72 hours in advance of an event.

- Reservations are made on a first come, first served basis.
- Reservations made more than 60 days in advance of an event must pay in full or their \$250 security deposit if applicable to schedule and hold their desired time slot. Full payment is due 30 days prior to the event.
- Reservations made less than 30 days in advance must pay the full cost before their desired time will be scheduled.
- Reservations are not final until confirmed; payment and signed Rental Agreement must be received.

**\*\* Note: returned checks charged \$25.00 and room damages charged actual cost, or \$50.00 minimum fee**

- 30 Days before event:
  - Submit remainder of the rental fee
  - Submit proof of liability insurance (If applicable)
  - Submit catering arrangements, including Health Permit and TABC License (if applicable)
  - Submit proof of security arrangements (if applicable)
- Sims Library reserves the right to cancel an event because of the Lessee's noncompliance with deadlines for payment and documentation. In that case there will not be any refunds. If Sims Library cancels the event because of an emergency including inclement weather, all fees and deposits will be refunded.

**RESPONSIBILITY:**

Sims Library does not accept any responsibility for damage to or loss of any articles or property left at Sims Library prior to, during or after the event.

- The Lessee(s) agrees to be responsible for any damage done to Sims Library by the Lessee(s), his guests, invitees, employees or other agents under the Lessee(s) control. Further, Sims Library shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or

Initials \_\_\_\_\_

arising from an act or omission of the Lessee(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Lessee(s) to maintain the premises in a safe condition or arising from any other cause, The Lessee(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against Sims Library for any such loss, damage, or injury of claims and demands against Sims Library for any such loss, damage, or injury of the Lessee(s), and hereby agrees to indemnify and hold Sims Library free and harmless from all liability of any such loss, damage or injury to his/her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

**SECURITY:** Security guard/s must be present for all events where Alcohol is served (such as wedding receptions, fundraisers, wine tastings, corporate parties, etc.). This service is non-negotiable. The cost of the service is not included as part of the Library rental. It is the Lessee's responsibility to hire an off duty police officer from the Waxahachie Policy Department or Ellis County Sherriff's Department. Proof of this must be submitted to the Library 30 days prior to an event.

The library is monitored on CCTV; the cameras are for the security and liability of issues at the library. Please note that under no circumstances are the cameras to be covered or turned off in any way.

**SET UP AND EQUIPMENT:**

The Lyceum comes with 277 built in historic seats and 2 pianos including a Baby Grand Piano on the stage. (This Piano must remain on the stage).

- **Tables and chairs are available on a limited basis.**
- **Sims Library does not set up or take down tables and chairs.**
- **Please note that pianos should not be moved, and that objects and decorations may not be placed on either piano.**
- You may not use the Library's audio/visual equipment, due to the sensitive nature of the equipment.
  - Library staff is not available to help set up or use any equipment.

**SIGNAGE:** You may post your group's sign or hang balloons at the front entrance on Main Street, please do NOT attach anything to or cover up our entrance sign, or nail or screw anything to the trees.

**SMOKING: The Sims Library is a non-smoking facility.**

**SPEED LIMIT:** The speed limit on the Sims Library complex is 5 mph and is strictly enforced for the safety of guests.

**TOILETS:** Guests for outdoor events will utilize the restrooms located on the main floor of the library near the Buckner Room. All restrooms are handicap accessible.

**VENDORS:** ALL vendors must adhere to the terms of our guidelines, and it is the Lessee's responsibility to share these guidelines with them.

- Caterers: Caterers must have a food service license from the City of Waxahachie. No caterer can be used without prior approval of Sims Library.
- Catering companies are responsible for the set-up, break-down and clean-up of the catered site.

Please allow appropriate time for break-down and clean-up to meet the contracted timelines. Please note there is no kitchen or prep area in the space. All event trash must be disposed of in the designated areas at the conclusion of the event.

**LOGISTICAL PLANS:** The Sims Library planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**AGREEMENT:**

I, the undersigned, representing the organization or individual renting space, do hereby state that I have read, understand and agree to the rental policies above that govern the use of the requested space of the Nicholas P. Sims Library. I understand that all rules and regulations in this document must be followed in order to receive a refund of any applicable security deposit.

---

*Signature*

*Date*

Initials \_\_\_\_\_