



The ETFB exists to fight hunger and feed hope in East Texas.

Facility Use Agreement

Event Name: _____

Event Description: _____

Name of Group: _____

Primary Group/Contact/Organizer: _____

Email: _____ Phone: _____

Mobile Phone: _____

This Facility Use Agreement ("Agreement") is made and entered into this ____ day of _____, 20__ between the East Texas Food Bank, a non-profit organization governed under IRC section 501(c)(3) located at 3201 Robertson Road, Tyler, Texas, 75701 (the "ETFB") and _____ (the "User") for the purpose of allowing User the use of the ETFB's facility as specified within this Agreement. For purposes of this Agreement, the term User shall include User, its agents, servants, employees, guests, Event patrons, or other invitees.

A. THE PREMISES

1. Upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, ETFB hereby agrees to lend to User, and User hereby agrees to use from the ETFB portions of the public areas of property owned by the ETFB, known collectively as the "Premises" according to the defined Fee Schedule attached in Exhibit A.
2. The term "Premises" includes, but is not limited to, inside and outside the buildings, the parking lots, the loading docks, and movable property such as fixtures, furniture or furnishings, tables, chairs, etc. (collectively, the "Premises"). Under no circumstance shall any part of the executive offices be available to User, nor shall User have access to such area at any time during the term of this Agreement.
3. The ETFB reserves the right to refuse to lend the Premises to anyone for any reason and shall under no circumstances be required to divulge such reasons.

B. AGREEMENT TERM

1. User shall have the use of the Premises for the purpose of

_____ (the "Event") and no other purposes without the prior written consent of the ETFB. The Term shall commence at ____ o'clock on the __ day of _____, 20__ (the "Event Commencement") and terminating at ____ o'clock on the __ day of _____, 20__ (the "Event Termination").

In the event of waived fees we ask that all Users abide by the conditions included throughout the Premises Use Agreement.

2. Events shall not be scheduled on Sundays or the following holidays: New Year's Day/Weekend, Good Friday, Easter Weekend, Memorial Day/Weekend, Thanksgiving Day/Weekend, or Christmas Eve/Day/Weekend. Events will not be scheduled during the week between Christmas Day and New Year's Day. **Saturday events will not be scheduled after 5:00 PM. An additional \$100 will be added to the fee schedule for after hour events.**
3. Changes to a reservation must be approved by the ETFB and may result in additional charges. These include, but are not limited to, changes in attendance numbers, set up, resources needed, dates, times, etc. **Event details must be finalized 7 days prior to the scheduled event.**
4. Due to set-up, take-down, and cleaning time, use fees shall be charged in no less than one-day increments.

C. USE FEES / FEE SCHEDULE

1. Use Fee - At the time of the execution of this Agreement, User shall pay to the ETFB, at its office, for the use of the Premises a Use Fee, a Deposit, and a Maintenance Fee all as described in the Fee Schedule in Exhibit A. Fees shall be promptly deposited into the ETFB's bank account. No reservation is complete until this Agreement has been executed, and the fees have been paid.
2. Deposit And Maintenance Fees - The amount of the Deposit and Maintenance Fee are to be determined in accordance with the Fee Schedule in Exhibit A, up to a maximum of \$1,000.00 for the Deposit and \$1,000.00 for the Maintenance Fee. This requirement may be waived for partners of the ETFB at ETFB's discretion. A walkthrough will be performed before and after the Event with an ETFB representative and a checklist will be provided to User by the ETFB noting any foreseen damages prior to use. The checklist is to be returned to ETFB prior to the Event Commencement.
3. The ETFB shall determine the amount if any to be deducted from the Deposit and such decision is final unless, within ten (10) days after the decision the user gives written notice to the ETFB Chief Executive Officer (the "CEO") of its intent to appeal the same. The notice shall state fully the facts of the appeal, and no facts other than those stated shall be considered by the CEO.
4. Collection or retention of any or all of the Deposit shall not preclude the ETFB from pursuing further claims against User for the actual cost of cleaning, repair or replacement of any part of the Premises. At no time is the Use Fee subject to refund.
5. Special Fees - A deduction of \$100 will be made from the Deposit if an ETFB staff member or the fire department is called to come to the Premises due to the signaling of a false fire alarm. A \$50 service fee will be charged on any checks returned for any reason (stop-pay, insufficient funds, etc.) and all reservations will be immediately cancelled.

D. CANCELLATION

1. No refund shall be made of any monies deposited unless notice to cancel is given in writing at least ten (10) days before the Event Commencement.
2. The ETFB shall have the right at any time to enter any portion of the Premises for any purpose whatsoever, and the Premises shall at all times be under the charge and control of the ETFB representative. The entrances and exits of the Premises shall be locked or unlocked under the direction of the User in accordance with the local fire codes and the terms of this Agreement.
3. The ETFB reserves the right to terminate this Agreement if any provision of this Agreement is violated. ETFB expressly reserves the right to terminate this Agreement during the term of the event or to immediately remove User from the Premises for any violation of the agreement during or after the event. The failure of the ETFB to insist upon strict and prompt performance of any covenants or agreements hereunder, and the acceptance of such performance thereafter shall not constitute or be construed as a

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waiver or relinquishment of the ETFB's rights to strictly enforce the same at any time.

E. PREMISES REQUIREMENTS

1. The ETFB's facilities were built for the purpose of supporting its mission. Guest events and use of the facilities must not conflict with any the ETFB activities or purpose. User shall at all times use the Premises for the purposes stated above in full accordance with existing laws and city ordinances and not in a manner which will bring discredit or criticism upon the ETFB.
2. The ETFB's meeting facilities are equipped with integrated audio/video systems that are available for use by the User. Ancillary equipment such as hand-held microphones, lavalier microphones and the tablet controller are available for the User's use and may require a security deposit as included in the Fee Schedule of this Agreement. Presentations over the ETFB's A/V systems are driven either wired or wireless via a device such as a computer, tablet or other compatible device(s) that must be provided by the User. The ETFB will provide reasonable technical assistance to the User to operate the system, however, the User is responsible to confirm that the systems are compatible with its devices and understands how to operate the systems in advance of the Event commencement.
3. User assumes full responsibility for the character, acts, or conduct of all persons admitted to the Premises for the purpose stated within this Agreement, including the User, its agents, outside services, employees, guests, Event patrons, or other invitees.
4. Outside catering for the Event is permitted. Use of the Teaching Kitchen to prepare and serve food may be permitted through special arrangements. If User is granted permission to use the Teaching Kitchen for food preparation and service during the Event, the use of designated refrigerator space, stove, cooktop and microwave in the facility kitchen will be permitted. User shall not have access to the supplies or cabinets and must furnish its own cleaning and other supplies.
5. Any outside parties servicing the Event (caterers, florists, photographers, etc.) must provide a certificate of insurance showing the ETFB as an additional insured on the insurance policy and must be approved by, and scheduled through the ETFB.
6. User shall comply with all Federal and State laws including local ordinances and regulations of the police and fire departments of the City of Tyler and Smith County. User is responsible for obtaining and paying for all necessary permits, licenses, taxes, and fees associated with the Event and its activities.
7. User shall, at its expense, retain sufficient police or other security personnel as is necessary in the ETFB's determination to maintain order and protect the persons and property at the Premises. Based on the purposes and Term stated above, the ETFB requires _____ () off-duty police officers or other trained security personnel (collectively "Security Staff") to be present at all times throughout the term of the Event. Security Staff must have the authority to remove User or User's agents, outside services, employees, guests, or Event patrons from the Premises that they deem are in violation of any Federal, State, or local laws or ordinances.
8. USER SHALL INDEMNIFY AND HOLD HARMLESS ETFB AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES ARISING IN FAVOR OF ANY PERSON, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH AGREED USE OF THE PREMISES. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITIES ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF ETFB AND ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS.

In the event of waived fees we ask that all Users abide by the conditions included throughout the Premises Use Agreement.

F. SPECIAL CONDITIONS FOR NON-PROFIT USAGE

To qualify for discounted rates or free usage, a non-profit organization requesting the use of the Premises must be engaged in the ETFB's mission of providing hunger and poverty relief and must be a bona fide 501(c) (3) non-profit organization. A copy of the 501(c) (3) certificate may be required at the time of space reservation

G. ALCOHOLIC BEVERAGES

1. Alcoholic beverages will be permitted only with written pre-approval from the ETFB. User will not sell or allow beer, wine or other alcoholic beverages to be sold, given away or used upon the Premises except in compliance with the laws of the State of Texas regulating the sale and use of alcoholic beverages. User agrees to be solely responsible for obtaining the proper licensing and insurance for alcoholic beverage service and shall provide the ETFB evidence of such insurance at least fourteen (14) days before the Commencement Date. The ETFB assumes no responsibility whatsoever for the service of alcoholic beverages and User agrees to indemnify and hold the ETFB and its officers, agents, trustees, and employees free from any and all costs (including legal and court costs) associated with the service of alcoholic beverages during the Event.
2. If the service of alcoholic beverages is permitted and is available to anyone during the use Term, User shall provide security staff on the Premises when alcohol is served and will ensure alcoholic beverages are not made available to any minors. IF SECURITY STAFF OBSERVES ALCOHOL BEING SERVED TO MINOR(S) THE EVENT WILL BE SHUT DOWN IMMEDIATELY, AND NO FEES WILL BE REFUNDED.

H. INSURANCE

1. If the Premises is being used for an Event open to the general public, User shall, at User's sole cost and expense, maintain general liability insurance for bodily injury and property damage in the following amounts:
 - \$1,000,000 Per Occurrence Limit
 - \$2,000,000 General Aggregate Limit
 - Personal Injury and Advertising Injury Insurance - \$1,000,000 per Occurrence
 - Medical Payments - \$5,000 per occurrence
2. Such insurance shall be issued by a company licensed to do business in the State of Texas and shall name User as an insured and the ETFB as an additional insured. User shall provide to the ETFB evidence of such insurance at least ten (10) days before the Commencement Date. The policy for such insurance shall provide that the ETFB shall receive prior notice of any termination, cancellation or alternation of the terms of such insurance and shall provide that the coverage afforded to the ETFB shall not be rescinded, impaired or invalidated by any neglect of the ETFB or the User.
3. User shall not bring or permit anyone to bring onto the Premises anything which will increase the fire hazard or the rate of insurance of the Premises. User shall not bring or permit any person to bring onto the Premises any animal, electrical appliance, or property of any kind without the prior written consent of the ETFB. No decorations shall be put up without the prior written consent of the ETFB. The ETFB reserves the right at any time to require User to remove from the Premises any animals, electrical appliances, property, decorations, or other items placed thereon without the prior written consent of the ETFB.

I. GENERAL TERMS

1. User shall not assign this Agreement or any part hereof nor use the Premises other than as herein specified without the prior written consent of ETFB.

In the event of waived fees we ask that all Users abide by the conditions included throughout the Premises Use Agreement.

2. The ETFB shall not be liable for any property left at the Premises after the Termination Date.
3. This Agreement shall be the complete agreement between the ETFB and the User. There are no oral agreements between the ETFB and the User. No employee or member of the ETFB, other than the CEO, shall have the authority to alter the terms of this Agreement. Any alterations of this Agreement must be approved by the ETFB and shall be approved in writing and signed by the ETFB and the User.
4. The ETFB reserves the right to make exceptions to any of the above regulations.

Executed by the parties this ___ day of _____, 20__.

USER Name: _____

Signature: _____

Print Name

Title

East Texas Food Bank

Signature

Print Name

Title

In the event of waived fees we ask that all Users abide by the conditions included throughout the Premises Use Agreement.

**EXHIBIT A
FEE SCHEDULE**

	Use Fee per 4-hour block	Deposit	Cleaning / Maintenance Fee if applicable	Minimum/ Maximum Occupancy	Total Cost
R. W. Fair Community Room	\$200	\$200	\$100	20/80	
H-E-B Teaching Kitchen	\$250	\$250	\$100	15/40	
R. W. Fair Community Room & H-E-B Kitchen	\$500	\$400	\$150	60/120	
Volunteer Center	\$1000	\$500	\$500	100/300	
Additional Charges;					
Weekday Evening Charge & Additional Deposit	\$100	\$50	N/A	N/A	
Weekend Evening Charge & Additional Deposit	\$200	\$100	N/A	N/A	
Sunday/Holiday Charge & Additional Deposit	\$250	\$100	N/A	N/A	
Security Fee (Upon Request)					
Special Fees:					
GRAND TOTAL:					
Payment:			<input type="checkbox"/> Cash	<input type="checkbox"/> Check	

DEPOSIT: \$ _____ (max: \$1,000.00)
MAINTENANCE FEE: \$ _____ (max: \$1,000.00)

In the event of waived fees we ask that all Users abide by the conditions included throughout the Premises Use Agreement.

**EXHIBIT B
FACILITY USE TERMS AND CONDITIONS**

1. User agrees to comply with all terms of the ETFB Use Agreement.
2. No part of the Premises may be used for any press or media events without the ETFB's expressed written permission.
3. No part of the Premises may be used for fundraising (other than benefitting the ETFB) or for political events.
4. User will observe and adhere to the minimum/maximum occupancy of the facilities - please see fee schedule in Exhibit A.
5. Alcoholic Beverage service is permitted only with the expressed written approval of the ETFB.
6. Beverages are not to be removed outside of the spaces covered under the ETFB Facility Use Agreement.
7. Due to safety concerns, User's guests are not permitted to enter the production rooms or warehouse unless they are volunteering or accompanied by the ETFB staff. Users must observe all warehouse rules and follow all safety policies and procedures.
8. The ETFB is a tobacco-free campus and smoking (including vaping) is prohibited on the Premises at all times. User shall notify all invitees of this smoking policy in advance of the Event.
9. Children must be closely supervised while on the Premises.
10. No animals are allowed on Premises, except for service animals with the appropriate documentation.
11. User shall not cause or permit any nails, hooks, tape, tacks, screws or other similar items to be installed in or any sign affixed to any portion of the Premises. Additionally, no changes, alteration, repairs, painting or staining of any part of the Premises shall be permitted.
12. The following shall not be allowed under any circumstance anywhere on the Premises: Confetti; Rice; "Silly String" or any other similar substance; any red beverages or other red liquids; Candles or any type of open flame including Barbeque Grills, Bonfires, etc.; any type of firework or combustible material; or any type of firearm or weapon (other than those carried by a certified peace officer). Bird seed may be used only outside of the ETFB buildings for wedding receptions with prior written approval, and additional cleaning fees may be required.
13. User shall remove all trash and other debris from the Premises and shall return the Premises to the ETFB upon Event Termination in the same condition as existed at the Event Commencement, ordinary wear and tear excepted. Any fees or charges incurred by the ETFB for the cleaning or maintenance of the Premises or replacement of any of the ETFB property, subsequent to User's use of the Premises shall be deducted from the Deposit. Also, failure by User to exit the Premises by the agreed upon Event Termination will result in additional fees being deducted from the Deposit. Any portion of the Deposit not required to pay additional cleaning, repair or replacement costs shall be refunded to User within 14 days of the Event Termination.