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### Facility Rental Agreement

Name of Business or Event: \_\_\_\_\_

Event Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Referral Source: \_\_\_\_\_

Deposit is required to reserve date

Balance is due at least 15 days before event date

Deposit to Reserve Date: \$ \_\_\_\_\_

Rental Fee: \$ \_\_\_\_\_

Remaining balance: \$ \_\_\_\_\_

Notes:

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### **Terms & Conditions**

For mutual consideration and subject to the terms & conditions listed herein, and by signature on the Rental Agreement made the date indicated on the Rental Agreement by and between The Broadmore and the person/organization, its representatives, agents, officers, directors, guests and members (hereafter all referred to a "User" grants to User permission to use The Broadmore according to the parameters of the Rental Agreement and Terms & Conditions.

## Reservations & Deposits

Reservations and deposits are made according to the policies and procedures of The Broadmore. The rental deposit is \$100, unless otherwise specified by The Broadmore. Events are reserved only after a deposit is made. The deposit is non-refundable / non-transferable if the date is cancelled less than 30 days before the event. However, if your event is cancelled with greater than 30 days before the date of the event, your deposit may be retained for a future date and is transferrable to a new user. In order for the new user to utilize the facility, he / she must sign a new rental agreement. Full balance is due two weeks prior to the event date. If the balance due is not paid, or if a check is not received and is not honored by the User's financial institution, it is assumed the event is cancelled and the deposit will be retained. Date changes are allowed on availability, if request is made within an appropriate time frame (at least 4 weeks prior to the event you want to change so that The Broadmore has ample time to allow for another customer to have access to the date you are cancelling). The exception to this is weather that could pose difficulty for your guests to attend your event (i.e. snow or ice storm).

## Incident Deposit

The Broadmore, in its sole discretion and judgment, may determine that an incident deposit is required. This deposit pays for cleaning of facility and pays for potential damages. The incident deposit is refundable provided User leaves the property in the manner it was received. Excessive cleaning, and / or any damage to the facility building structure, grounds, furniture, historical signs, exhibits, artifacts, or rental equipment will result in loss of the entire deposit, and subject to additional charges. Additionally, The Broadmore retains the right to end your event at any time if the User and / or User's guests, or any person associated with your event is causing potential harm, through their behavior or actions, to The Broadmore, its staff, your patrons, their guests or the facility.

It is the User's responsibility to remove all belongings brought in and remove all trash to dumpsters provided on the East side of the building.

## Alcohol

**BARTENDER REQUIRED** - If your event is providing approved alcoholic beverages, then you are required to have a licensed and insured bartender.

## Smoke Free

The entire facility is smoke free.

## Use

User may not utilize The Broadmore for any purpose prohibited by any law, regulations, or government authority and may only be used for the purpose of the specific event and time frame. The maximum capacity per code for the facility is **150** persons. However, it is recommended that no more than approximately 100 guests should be inside the venue so that guests can move about comfortably.

The Broadmore reserves the right to exclude or expel from the facility any person who, in the judgement of The Broadmore, is intoxicated, or under the influence of drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the facility.

No property that belongs to The Broadmore can be removed from the facility at any time. No heaving furniture or other objects shall be moved over the floors of the rooms, hall, landings or stairs so as to mark or damage them.

Decorating and setup for the scheduled event should be scheduled during the User's rental time period, or at another time agreed to by The Broadmore. The User will automatically lose the entire incident deposit in the event that any banned substance is found to have been used during the course of the renter's event.

No animals or birds may be brought into or kept in or about the facility, with the exception of service animals.

Music is to cease at midnight and the facility must be vacated.

It is the User / Renter's responsibility to clean up after the event. In the event that the facility has not been cleaned (i.e. all floors swept and all trash in the provided garbage cans placed in the dumpster) there will be a \$100 per hour charge for The

Broadmore's employees to clean it. Alternatively, there will be a \$150 cleaning fee if the Renter / User elects not to do the mandatory items and they pre-arrange this with The Broadmore.

Only workmen employed, designated or approved by The Broadmore may be employed for repairs, installations, alterations, painting, material moving and other similar work that may be done in or on the facility.

The kitchen facilities, and all kitchen appliances, shall not be used for any purpose other than that for which they are constructed. Kitchen facilities are to be used only for the warming, re-warming or chilling of food items. No cooking or baking is allowed in the facility without express prior approval of The Broadmore.

#### Tables & Chairs

We provide 75 banquet style chairs, 9 round tables, 2 cocktail height tables, and 4 long rectangular tables. If your event needs are greater than what we can provide, it is your responsibility to provide or rent additional chairs and/or tables for your event. The tables and chairs must not scratch/damage the floors.

All event tables must be covered with tablecloths – paper, plastic, or cloth. Only battery lit candles for tables will be allowed. No fire flame candles are allowed. Permanent or temporary fixtures are not to be installed at The Broadmore. Adhesives are allowed only on the brick walls and glass doors and windows. The adhesive must be completely removed after the event. If there is evidence that items were hung on the painted walls or on the painted areas around the windows, all deposits will be forfeited and the person that signs this agreement could be held responsible for more damages.

It is the User's responsibility to clean up all decorations and remove the User's trash and belongings.

#### Catering

Outside caterers are allowed. Caterers must use the back SE door entrance to the facility. All caterers must clean up food area and remove trash when finished (within the hours you have rented the facility) and leave nothing behind. If The Broadmore staff has to clean up after the User's caterer, the cleaning cost will be charged to the User. Caterers are subject to the approval of The Broadmore. The sink does not have a disposal. Solids or thick liquids are not permitted to be poured into any sinks. There is a refrigerator and freezer for use during your event. Please make sure all items brought in are taken out after your event. If items are left in freezer or refrigerator after your event, there will be a \$25 charge for having to dispose of such items.

#### Delivery / Pick-up Access

Access to the facility is available by appointment only, or within the contracted rental times. Outside rental items (tents, lighting, tables, chairs, and portable heaters) must be pre-approved by The Broadmore. Knowledge and adherence to all state and local laws pertaining to food and beverage purchases and consumption are the User's responsibility.

#### Music / Dancing

Bands and DJs are permitted only with the approval of The Broadmore. Entrance and exit for such must be the SE back door. Heavy band equipment &/or DJ equipment must be kept on the concrete floors and not the wood floors. Last "set", clean up and removal of all equipment must complete within the hours you have rented the facility.

#### Liability and Breach

Renter / User shall give immediate notice to The Broadmore in case of theft, unauthorized solicitation or accident in the facility, or of defects therein or in any fixtures or equipment, or of any known emergency in the facility.

Renter, having examined the facility or having waived examination of the facility, prior to the execution of this agreement, is satisfied with its physical condition for use of the facility, and said use of the facility shall be conclusive evidence of same. The Broadmore and its officers / representatives and/ or members shall not be liable for any and all accidents or injuries within the building or outside of the building.

Renter agrees that The Broadmore and its members, officers, agents, representatives or volunteers are not responsible for any lost or stolen articles.

Renter / User agrees that if, in breach of this agreement, institute, or attempt to institute, any judicial proceedings against any of the persons listed in this agreement in the connection with The Broadmore, I shall bring them to Wagoner County Court System, and I consent to personal jurisdiction in those courts. I further agree that, if in breach of this agreement, I institute, or attempt to institute, and such proceedings, the Renter / User is responsible for all costs of attorney's fees of any person or entity against whom I institute, or attempt to institute, such proceedings. Renter / User agrees that this contract / rental agreement shall be governed and interpreted in accordance with the laws of the State of Oklahoma.

Renter / User acknowledges and understands that The Broadmore is under **24/7 video surveillance** for the protection of both The Broadmore and the User / Renter. No footage shall be used for any public viewing without the express written consent of both The Broadmore and the Renter / user as named in this agreement unless deemed by authority as needed / necessary in any way.

Renter / User agrees to honor the hours of the rental as stated. Renter agrees that in the event that the User exceeds the hours agreed upon, that a fee of \$50 per hour will be charged or withheld from the deposit.

If any food or liquids are found on the walls, windows, doors, ceiling, tables, chairs or any other location other than that which would occur from normal food service, the renter shall forfeit the deposit and may be charged additional for the clean-up and/or damages as a result from such.

The incident / security deposit does not limit your liability or financial responsibility should damages occur to The Broadmore. If damages occur and exceed the amount of your deposit, you agree to pay for any and all damages shown to be a direct result of you or anyone present at your event at The Broadmore.

The Broadmore is not responsible for the loss of power, water, or other electrical failure, floods, storm, or other Acts of God, which may interrupt your event, or prohibit your event from taking place.

The Renter / User acknowledges that they must be present at The Broadmore at all times during the rental period timeframe.

The Renter / User acknowledges that they have read the Terms and Conditions and they understand and agree to be bound by them.

I have received, read, and agree to abide by the terms and conditions presented in this agreement. By signing below, I am signifying that I agree to the document in its entirety and all questions have been answered in regards to the agreement.

User/Renter

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name