

Hilgers House Event Form

Date of Proposed Event: _____

Hours of Proposed Event: _____

(See Hilgers House Rules & Rental Agreement)

Description of Event: _____

Number of Guests Attending: _____

Renter or Representative to be present on property at all times during the event: _____

Cell Phone Number for Renter or Representative: _____

List of Vendors, Contractors and/or Performers Providing Goods or Services During Event:

Vendor, Contractor or Performer	Phone Number

HILGERS HOUSE RULES

Hilgers House is used by many members of the legal community, including for Austin Bar Association and Austin Young Lawyers Association Section and Committee meetings, CLEs, events, and for private member rentals. All guests attending Hilgers House events must comply with all House Rules.

1. DECORATIONS AND SIGNS

Hilgers House is a historic property that has been meticulously restored.

- **Do not attach decorations to antique furniture, ceiling fixtures, draperies, walls, wallpapers or doors.**
- **Do not attach tape, florist clay, tacks, screws or nails to any indoor or outdoor property.**
- Crepe paper decorations, confetti, rice, bird seed, sparklers and other flammable items are not allowed.
- Open flames and candles are not permitted.

Do not remove anything from walls or shelves.

2. ALCOHOLIC BEVERAGES

Absent approval by the Executive Director, alcohol may only be served by TABC licensed bartenders, who shall be the sole providers of alcoholic drinks at Hilgers House. Guests must comply with all state and local laws or regulations regarding service of alcoholic beverages.

3. NO SMOKING OR VAPING

The House is entirely non-smoking. Smoking is allowed outdoors but not directly outside doors such that smoke could enter the interior.

4. FURNITURE/EQUIPMENT

Hilgers House furniture and equipment can be used ONLY in rooms for which they are designated. Moving furniture between rooms is prohibited unless authorized by Austin Bar Association staff.

5. MUSIC

Amplified speakers, live music and deejays are permitted on the premise. Please be mindful that the House is part of the Judges Hill Neighborhood and subject to residential noise complaints.

6. CLEANUP

Guests must clean up after themselves and return Hilgers House to the condition in which they found it. All trash from meetings must be deposited into trash cans or recycling containers. Any spills must be immediately cleaned up to prevent property damage.

7. CONDUCT ON PREMISES

Hilgers House is a city and state historic landmark only available for official uses or private rentals to members of the Austin Bar Association, Austin Young Lawyers Association, law-related groups with representatives on the Austin Bar Association board, and Austin Bar Foundation Fellows, all of whom are licensed attorneys subject to rules of professional conduct. Guests should be mindful that Hilgers House reflects a home of the legal profession and should conduct themselves and their events accordingly.

8. ANIMALS

Animals are not allowed at Hilgers House, except service animals.

9. CHILDREN

Children are to be under adult supervision at all times. The Austin Bar does not provide a room for childcare or baby-sitting.

10. GUNS, EXPLOSIVES AND HIGHLY FLAMMABLE MATERIALS

The Austin Bar is a gun-free zone. No firearms may be brought onto or used on the property except by licensed public servants (e.g., police officers) or authorized security personnel. No explosives or highly flammable materials (e.g., propane tanks or fireworks) may be brought onto or used on the property.

HILGERS HOUSE RENTAL CONTRACT

Hilgers House at 712 W.16th Street is the home of the Austin Bar Foundation and Austin Bar Association (collectively "Austin Bar"). It is available for use without charge for official functions such as section, committee and board meetings, receptions and special events. On a space available basis, Hilgers House is also available for rental for private functions to members of the Austin Bar Association, Austin Young Lawyers Association, law-related groups with representatives on the Austin Bar Association board, and Austin Bar Foundation Fellows ("Renters").

RENTAL TIMES, FEES, CAPACITY, PARKING

Evening Rentals. The House may be rented for an evening, starting at 5 p.m. and ending at 9pm, for \$750, which will go toward preservation of the House. If the event extends past 9 p.m., an additional fee of \$100 will be charged (\$850 total). If the event extends past 10 p.m., an additional fee of \$300 will be charged (\$1,150 total). No events may go past 11 p.m. absent pre-approval by both the Austin Bar Association President and Executive Director.

Morning Rentals. The House may be rented for 2 hours for a morning event for \$300. During the week, no morning event may go past 9 a.m. During the weekend, no morning event may go past noon. Please note that on Sunday mornings, Renters and their guests may not use the St. Martin's Lutheran Church lot at 15th and Rio Grande.

Daytime Rentals. The House may be rented during the day on any day the Austin Bar offices are closed, starting at noon and ending by 4:30 p.m., for \$500.

Rental requests must be presented to the Executive Director for approval along with a completed reservation rental agreement. The Executive Director will also coordinate parking needs, including availability of parking at the St. Martin's Lutheran Church lot.

The House comfortably accommodates between 50 and 75 people for a standing reception. The Terry Tottenham Board Room seats 12 people, the Graves Dougherty Conference Room seats 10, and the Howry Breen Veranda seats 8.

Renters should allow adequate time to set up prior to the event and for cleanup after the event. Setup and cleanup times are included within the rental timeframes.

RENTAL DISCOUNTS

The following discounts have been approved for the 2019-2020 bar year. If Renter is eligible for more than one discount, only the largest discount will be applied.

1. Our Home on Judges Hill capital campaign donors

Donated or Pledged Amount	Discount
\$500 to \$999	10% discount on all rentals
\$1,000 to \$4,999	20% discount on all rentals
\$5,000 to \$14,999	30% discount on all rentals
\$15,000 to \$24,999	40% discount on all rentals
\$25,000 or more	One free rental and 50% all other rentals

2. Austin Bar Foundation Fellows are entitled to a 10% discount on all rentals.

CONDITIONS OF RENTAL

A signed and approved rental contract is required to reserve the House. The rental fee is due at least one week prior to the rental date. Payment by check, cash or credit card (Visa or MasterCard, Discover, AmEx) will be accepted. All payments shall be made to the “Austin Bar Foundation.” A \$35 fee will be charged for returned checks.

Rental payments are not tax deductible. They represent the fair and reasonable value of receiving exclusive use of Hilgers House during the rental period.

Renters must abide by and conform to all House Rules, a copy of which are attached to this rental agreement. Current House Rules are also available for review at <https://www.austinbar.org/foundation/hilgershouserules/>. Renters are responsible for making all guests, service providers (caterers, musicians, rental deliveries, etc.) and other interested parties aware of the House Rules and making sure they are complied with during the rental. The Austin Bar may amend, revise, add to or change any of the House Rules at any time prior to your event.

The Austin Bar reserves the right to deny rental to any person who previously breached a rental agreement, held an event at which House Rules were violated, or held an event at which property damage occurred.

CANCELLATION OR RESCHEDULING OF RENTAL DATE

Events may be cancelled or rescheduled without penalty by written notice at least one week prior to the rental date (the date the rental payment is due). Cancellations or requests to reschedule less than 7 days prior to the rental date will be subject to payment of liquidated damages in the amount of the entire rental fee. Renter agrees that payment of the rental fee as liquidated damages is reasonable estimate of the damages likely to be incurred as a result of the cancellation or request to reschedule.

RENTALS FOR USE BY ORGANIZATIONS OR CAMPAIGNS

Renters may rent the House for an event they are hosting for an organization or political campaign, including judicial campaigns. Any communications or publicity concerning an event being held at Hilgers House for an organization or campaign must contain the following disclaimer:

Hilgers House is being rented by [organization/campaign name]. Use of the House is not an endorsement by either the Austin Bar Foundation or the Austin Bar Association.”

If Renter fails to include the disclaimer, the Austin Bar may cancel the event and retain the rental fee.

SERVICE PROVIDERS

Renters using service providers for an event must have an authorized representative on premises when service providers are in the building and must be available to accept deliveries. All service providers (caterer, rental company, florist, musicians, etc.) are the responsibility of Renter.

All deliveries shall be made at the back door of the House. Equipment of service providers shall be transported on dollies or similar equipment with rubber casters; metal casters are not allowed. The floor must be protected from liquid with a plastic and absorbent overlay under all beverage containers such as ice chests, tea and coffee receptacles.

PROPERTY DAMAGE, INJURIES, AND INDEMNIFICATION OF AUSTIN BAR

As used in this section, “Austin Bar” means and includes the Austin Bar Association and the Austin Bar Foundation, along with each of their respective officers, employees, directors, agents and representatives.

Renter hereby assumes all responsibility for the safety and welfare of guests and any and all damage to Hilgers House occurring during the rental period. Renter understands that Hilgers House is a historic landmark that may not be subject to all current codes, regulations and building standards. Renter has examined the premises of Hilgers House and has entered into this rental contract without any representation on the part of the Austin Bar as to the condition thereof or the appropriateness of the property for its event or guests. Renter is renting the property “as-is.”

Renter agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Austin Bar from each and every loss, cost, damage and expense arising out of any accident, injury, or other occurrence relating to its rental and use of the Hilgers House causing injury to or death of persons or damage to property (including without limitation property of the Austin Bar, Renter and/or Renter’s guests). Renter further agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Austin Bar from all damages and penalties arising out of any claim relating to its rental and use of the Hilgers House concerning the Austin Bar’s negligence or its failure to comply with all applicable laws, rules, regulations and ordinances. RENTER ACKNOWLEDGES THAT THIS PROVISION MAY REQUIRE RENTER TO DEFEND,

INDEMNIFY AND HOLD HARMLESS THE AUSTIN BAR FOR THE AUSTIN BAR'S SOLE NEGLIGENCE OR FAULT. Renter further understands and agrees that this indemnification applies to claims of the Austin Bar against it as well as third party claims asserted against the Austin Bar.

Renters providing alcohol to guests shall be responsible for their safety and wellbeing, including providing them with transportation. ***Renter expressly acknowledges and agrees that any suits filed against the Austin Bar relating to alcoholic beverages served during their rental shall be subject to this defense and indemnity obligation.***

Following the rental period, an Austin Bar staff member will check areas for damages and cleanliness. Charges for damaged items will be based on replacement costs. Renter will be financially responsible for the cost of all repairs. If any items are missing in the House after the event, Renter will pay to replace the item(s).

CLEANUP

Renter is responsible for cleanup, including any cleanup required by Renter's service providers. All decorations must be removed prior to departure. All trash must be placed in trash bags and left in the covered driveway outside of the kitchen. Any glass breakage is to be swept up and removed from the premises. Rental and personal items must be removed upon departure. No rental items are to be left on the premises. The Austin Bar is not responsible for the delivery or storage of any property, items or material goods left in the House upon expiration of the rental.

The Austin Bar furnishes plastic trash containers and trash bags. The Austin Bar does not provide any other kitchen or cleaning items. Staff will inspect the House after each rental.

If Renter fails to fully clean the property and return it to its pre-rental condition, the Austin Bar may either hire a third party to clean the premises or clean the premises itself. In either event, Renter will be charged cleaning fees in the amount actually expended for a third party service or at the rate of \$25 per hour.

COMPLIANCE WITH STATE AND LOCAL REGULATIONS

Renters shall comply with all laws – federal, state and local – including all ordinances of the City of Austin. All rules, regulations and requirements of the police and fire departments shall be observed.

Carrying of firearms or concealed weapons of any type is prohibited on premises. No illegal activities of any kind may take place on the premises.

If requested by the Austin Bar, any permit, license or tax required for any activity shall be purchased by Renter and made available to the Austin Bar. It is also the responsibility of Renter to determine which laws and ordinances apply to the activity of Renter and to ensure compliance

with same. Should any violation be found to exist, Renter hereby assumes all responsibility for correcting or removing such violation.

SECURITY

Renter is solely responsible for determining whether its event requires security personnel and, if so, for retaining appropriate security personnel. Upon request, the Executive Director will provide Renter with a list of security personnel or security companies that the Austin Bar uses for its events. The cost of security is not included in the rental price, and Renter shall directly contract with providers for all security needs.

Signed and Agreed to by the following Renter:

Printed name: _____

Date: _____