



## LICENSE AGREEMENT

This Agreement is made this \_\_\_ day of \_\_\_, \_\_\_\_, by and between The Umlauf, Inc., a Texas non-profit corporation (the "Licensor"), and \_\_\_\_\_ ("Licensee"). Upon the terms and conditions herein and in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. **PREMISES.** The Licensor hereby grants unto the Licensee the right to use portions of that certain real property located at 605 Robert E. Lee Road, Austin, Texas 78704, Travis County, for a \_\_\_\_\_ as set forth below (the "Premises").

2. **TERM.** This Agreement shall be for a term commencing at \_\_\_ o'clock \_\_\_ on the day of \_\_\_, \_\_\_\_\_ and terminating at \_\_\_ o'clock \_\_\_ on the same day for \_\_\_ guests.

3. **FEES AND DEPOSITS.** Licensee hereby covenants and agrees to pay to the Licensor, at its offices at 605 Robert E. Lee Road, Austin, Texas 78704, for use of the Premises, the sum of \$\_\_\_\_\_ (the "Use Fees"), plus a \$\_\_\_\_\_ cleaning and security deposit. Cleaning and security deposit payable upon execution of the Agreement. Use Fee due in full ninety (90) days prior to the event. If payment has not been received by Licensor eighty (80) days from the event, the event is considered cancelled, and Licensee is not entitled to any refund of the deposit. There will be an additional fee for the mandatory security contracted and provided by The Umlauf.

4. **DOCUMENTATION.** Licensee must present verification by caterer of contract for full service ninety (90) days prior to the event.

5. **LICENSEE'S ACCESS.** During the term of this Agreement, Licensee shall have access to and the right to use the **Crenshaw, kitchen, garden, terrace, rest rooms, parking lot** on the premises. Licensee shall not have a right to use or access to any other facilities on the Premises other than those specified above. Licensee is responsible for leaving the Premises in a state of good repair and in a sanitary condition equivalent to the condition of the Premises immediately prior to the Licensee's use thereof.

6. **NO DEFACING OF THE PREMISES.** Licensee will not cause or permit any nails or other objects to be driven into any portion of the Premises or the building, nor cause or permit any changes, alterations, painting or staining of any part of the Premises or the furnishings or equipment, nor do, nor allow anything which will damage or change the finish or appearance of the Premises or the furnishings. Licensee shall be responsible for and shall pay the cost of repairing any and all injury and damage which may be done to the Premises or any of the fixtures, furniture or furnishings in or on the Premises by any act of Licensee or any of Licensee's employees or agents or anyone visiting the Premises on account of the Licensee including the patrons of the function for which Licensee is using the Premises invited or not. It

shall be Licensee's responsibility to insure to that all uninvited or unwanted persons are asked to leave.

It is expressly agreed that the Licensor shall determine whether any such damage has been done, the amount thereof, and the reasonable cost of repairing the same, and whether it is one for which, under the terms of the Agreement, Licensee is to be held responsible. The decision of the Licensor, when made in the sole discretion of Licensor, shall be final. Licensor may deduct from Licensee's security deposit any expenses it incurs repairing any damage caused by Licensee, its agents, employees or invitees.

7. CANCELLATION. Licensee is given a grace period of seven days from the date of this contract to cancel the event with no penalty. After that time, Licensee forfeits the entire deposit.

Payment of the Use Fee is due in full ninety days from the scheduled event. If Licensee cancels this Agreement fewer than ninety (90) days prior to the date of the scheduled event, Licensee forfeits the entire deposit plus the sum of 1/2 the Use Fee. In the event that Licensor must cancel due to non-payment on the part of Licensee, Licensee forfeits any funds received by Licensor up to that point.

If Licensee cancels after the thirtieth day from the event, the Licensee shall not be entitled to any refund of its Use Fee or of the deposit. \_\_\_\_\_ (Licensee's initials)

8. ALCOHOLIC BEVERAGE SERVICE. Alcoholic beverages shall not be sold on the Premises under any circumstances. Alcohol may only be provided as follows: the caterer or party planner may purchase or serve the alcohol only if the caterer or party planner carries liquor liability coverage with licensor endorsed as an additional insured.

**9. INDEMNIFICATION. LICENSEE AGREES TO INDEMNIFY AND HOLD THE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING FROM ANY ACT, OMISSION OR NEGLIGENCE OF LICENSEE, LICENSEE'S AGENTS, EMPLOYEES, INVITEES OR ANY OTHER PERSON PRESENT BECAUSE OF LICENSEE OR REPRESENTATIVES ASSERTED BY ANY PERSON ON ACCOUNT OF ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY INCURRED DURING LICENSEE'S USE OF THE PREMISES, ON OR ABOUT THE PREMISES, OR ARISING OUT OF LICENSEE'S USE OF THE PREMISES IN CONNECTION WITH THIS AGREEMENT. LICENSEE AGREES TO DEFEND THE LICENSOR, AT LICENSEE'S EXPENSE, FROM ANY SUCH CLAIMS, DEMANDS, OR CAUSES OF ACTION WITH AN ATTORNEY REASONABLY SATISFACTORY TO THE LICENSOR.**

10. LAW OBSERVANCE. Licensee shall comply with all laws of the United States, and of the State of Texas, Travis County, The City of Austin, and all other applicable laws, and will obtain and pay for all necessary permits and licenses, and will not do, nor allow to be done, anything on the Premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements.

11. APPLICABILITY OF RULES. Licensee agrees to abide by the Rules attached as "Exhibit A" in connection with its use of the Premises. Any exceptions to the Rules must be granted by the Licensor in writing. Licensor reserves the right to cancel event if rules are not met by Licensee prior to event.

12. ATTORNEY'S FEES. In the event the Licensor requires the services of an attorney to pursue any of the remedies available under this Agreement against the Licensee, including the

filing of a lawsuit and Licensee is determined by a court of competent jurisdiction to be in default hereunder, the Licensee shall pay all costs and expenses, including, but not limited to, reasonable attorney's fees, incurred by the Licensor in the enforcement of this Agreement.

13. HEADINGS. The paragraph headings contained herein are for convenience in reference and shall not be construed as substantive provisions of this Agreement.

14. ENTIRETIES. Should any clause, paragraph, sentence or section of this Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.

15. AMENDMENTS. No amendment or change to this Agreement shall be effective unless made in writing and signed by both parties.

16. NOTICES. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by fax with confirmation, to Licensor at The Umlauf at 605 Robert E. Lee Rd., Austin, Texas 78704, FAX (512) 445-5583, and to Licensee at the address appearing below and shall be deemed received as of the date of actual receipt.

Executed the day and year first above written.

Licensor: \_\_\_\_\_

Jessica West  
Facility Rentals Coordinator

Date: \_\_\_\_\_

Licensee: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

**THE UMLAUF REQUIRES  
PRIOR APPROVAL OF ALL  
CATERERS. BEFORE  
SIGNING A CONTRACT  
WITH ANY CATERER, YOU  
MUST VERIFY WITH THE  
UMLAUF THAT YOUR  
VENDOR IS APPROVED  
TO WORK AT THE  
FACILITY.**

Licensee Signature: \_\_\_\_\_



605 Robert E. Lee Rd.  
Austin, TX 78704  
Tel: (512) 445-5582  
Fax: (512) 445-5583  
[www.umlaufsculpture.org](http://www.umlaufsculpture.org)

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### FACILITY REQUIREMENTS

Failure to abide by the following will result in a full or partial loss of deposit. Signatures at each section of the document indicate licensee's agreement to each of the requirements.

#### GENERAL

- 1. Any questions or comments regarding the facility requirements should be addressed to the Facility Rentals Coordinator prior to the event. Licensee is responsible for the actions of all vendors.**
- 2. Any additional cleanup completed by The Umlauf staff will be deducted from the deposit.**
- 3. Facility Use Fee is due in full ninety (90) days prior to the event.** The event is considered cancelled if payment has not been received within eighty (80) days of the event. Licensee then forfeits any fees or deposit already received by The Umlauf.
- 4. Wedding rehearsals are scheduled on the day before the event between 4:00 and 5:00 pm.** If rehearsal goes beyond one hour, Licensee will be charged \$325 per hour (adjusted accordingly) for time past one hour.
- 5. One-hour wedding portrait sessions must be arranged with Facility Rentals Coordinator with 2 weeks advance notice.** The Umlauf will schedule all photo sessions by appointment only. Sessions cannot be set up in conjunction with the actual event. No photographs may be taken at the Garden before the beginning of contract rental time.
- 6. There are 17 standard and 3 handicapped parking spaces at The Umlauf.** For special parking needs, notify the Facility Rentals Coordinator prior to the event and security will be notified. Additional parking is available across Robert E. Lee Road at the Wright Softball Field. Guests may circle around the parking lot to drop off members of their party, exit the garden and drive over to Wright Field. Security will assist all guests crossing the street before and after the event.
- 7. Licensor is not responsible for any items lost, damaged or stolen during Licensee's use of The Umlauf.**
- 8. Licensor reserves the right to cancel the event if rules are not met by Licensee prior to event.**

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Licensee signature

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Date

## MUSEUM AND GARDEN

1. **The Museum (Gallery) will not be open during your private event.** There will be no access granted to museum offices. Guests arriving during The Umlauf's public hours will be charged admission.
2. **No defacing or climbing on the sculpture.** Hanging hats or clothes on sculpture will not be allowed. Guests who do not respect the Garden or the artwork will be discreetly escorted by security from the Garden.
3. **An adult must accompany children under 12 at all times.** Poison ivy grows off the paths, around trees and bushes. No one is allowed in the waterstream, waterfall or ponds. Do not throw sticks and other items in the water.
4. **Leave the flowers and plants here in the garden for others to enjoy.**

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Licensee signature

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Date

## VENDORS

1. **Licensee's contract time for this event is \_\_\_\_\_ as of \_\_\_\_\_ (date). It is the responsibility of all vendors to verify the contract time with The Umlauf two weeks prior to the event, in case adjustments have been made by the renter. There will be no activity outside of the contract time.** Contact The Umlauf at 445-5582 to verify contract time.
2. **The Umlauf requires the Licensee to use a full-service caterer when serving food or drinks and/or bringing rental items.** The caterer should be in charge of scheduling the rental delivery and pick-up before and after the event, set-up before event and clean-up after event. **The caterer must be approved by the Facility Rentals Coordinator.**
3. **The caterer's signed copy of this agreement must be on file ninety (90) days prior to the event.**
4. **Ice may be disposed of in the kitchen sink. It may not be thrown out on the grass.**
5. **Set-up for an event can only begin at the time designated on the "License Agreement" and not before. This applies to all vendors: caterers, florists, photographers, musicians or DJs, and rental companies.** Setup may not begin in the Crenshaw Building until 4:30 pm at the earliest, regardless of time purchase. Caterers may not set up until the earliest time purchased.
6. **For evening events, the actual event may not begin before 5:30 pm. No event may run past 11 pm. All clean-up must be complete by the end of Licensee's contract time.**
7. **NO BARBECUE PITS, FIREWORKS, SPARKLERS OR ANY OPEN-FLAME LIGHTING DEVICE THAT WILL BE STAKED INTO THE GROUND ARE ALLOWED ON SITE.**
8. **DECORATIONS MAY BE ASSEMBLED WITH FLORIST TAPE OR WIRE ONLY. NO TACKS OR NAILS ALLOWED. ALL DECORATIONS MUST BE REMOVED IMMEDIATELY FOLLOWING THE EVENT. TOSSING OF BIRDSEED OR RICE IS NOT ALLOWED.**

9. **FOOD AND/OR DRINK SERVICE IS ONLY ALLOWED ON THE TERRACE, INSIDE THE CRENSHAW BUILDING AND ON THE GRASS ADJACENT TO THE TERRACE AND MUSEUM.**
10. **NO SERVICE BARS ARE ALLOWED ON THE GRASS.** THIS INCLUDES FOOD STATIONS, ALCOHOL, ETC. TABLES MAY BE SET UP ON THE GRASS FOR SEATING ONLY.
11. **Clean-up must begin a minimum of one hour before the end of the contract time.**
12. **Do not drive vehicle(s) on tile that leads to the Museum and Terrace area.**
13. **Garbage can liners or post-event dumping receptacles will not be provided by The Umlauf.** The caterer is responsible for bringing extra cans and heavy duty can liners for the event. The caterer is also responsible for removing all trash after event.
14. **Kitchen and Terrace must be cleaned before leaving the facility.** All food must be picked up and removed from kitchen counters and refrigerator. Floors must be cleaned, swept and mopped. Terrace must be cleaned with environmentally safe detergent and hosed down at end of clean-up. Any trash left by guests should be picked up. Any kitchen equipment used must be cleaned.
15. **The Umlauf event staff must be notified when clean-up is complete.** Event staff may make other clean-up requests to the caterer if clean-up is not satisfactory. If clean-up is not completed in a timely manner, staff may release caterers from further cleanup after the contract time has passed. Licensee will then forfeit any remaining deposit. Failure of the caterers to comply with event staff clean-up requests will result in restriction from working with future events at The Umlauf. **Any additional clean-up required, but not completed, or any additional time spent cleaning will be deducted from Licensee's deposit.**
16. **Food and drink in the Crenshaw Building must be pre-approved by Facility Rentals Coordinator.** Licensee and Caterer are responsible for clean up of this area after the event.
17. **If assistance is needed with facility issues, contact the event staff on duty.** The Umlauf staff and security are required to stay on the clock until the facility is vacant and are then required to make a final check of the facility.

\_\_\_\_\_  
**Licensee signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Caterer signature**

\_\_\_\_\_  
**Date**

#### **ALCOHOL**

1. **No alcohol will be consumed during The Umlauf's public hours.**
2. **Alcohol may be served at the event only if alcohol has been purchased from the caterer, by Licensee and served by a TABC-certified bartender with the understanding that the caterer or bartender uses discretion in the amount served per person.**
3. **Alcohol may not be sold on the premises.** This precludes alcoholic beverages offered "by donation."

4. No additional alcohol may be brought in during the event if caterer runs out before the end of an event.
5. Bars must be taken down one hour and fifteen minutes before the end of the contract time.
6. Bars can only be set up on the Terrace. Bartenders must stand on the tile of the Terrace.
  
7. Do not pour drinks or ice out on the grass.

\_\_\_\_\_  
 Licensee signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Caterer signature

\_\_\_\_\_  
 Date

**RENTALS, TENTS & DECORATIONS**

1. Rentals can only be delivered during the rental contract period. Rentals must be picked up after the event, but before the end of the contract rental time. No items may be stored at The Umlauf outside of rental time. Any items left after the event will be considered trash and will be removed.
2. Licensee must coordinate tent placement time with Facility Rentals Coordinator. This must be done at least 2 days before the event.
3. Your timeframe for tent placement is on \_\_\_\_\_ beginning at \_\_\_\_\_. Tent placement must be completed no later than \_\_\_\_\_. Due to time constraints at The Umlauf, placement can not begin any later than \_\_\_\_\_. This timeframe is scheduled around tours and other events that may be taking place in the Garden and The Umlauf staff time. **This is the only time allowed for tent placement for this event.** It is Licensee's responsibility to ensure that the vendors begin setting up and finish at the correct time. Set-up will not be allowed outside of this time.
4. There is a fee of \$100 charged for tent placement, or \$50 per hour (starting from the beginning of the setup timeframe) for set up time, whichever is greater.
5. Only barrel-type tents are allowed on site. Water from the barrels must be poured down the cement pathway, not on the grass or on the bank around the pond.
6. All tents must be broken down before the end of Licensee's contract time. Caterer and licensee should allow an extra half hour of cleanup time for this activity.
7. The maximum size for tents at The Umlauf is 30'X30'. Tents may not cross pathway leading to the Garden.

\_\_\_\_\_  
 Licensee signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Caterer/Vendor signature

\_\_\_\_\_  
 Date