



DALLAS COUNTY DENTAL SOCIETY FACILITY RENTAL AGREEMENT

Dallas County Dental Society ("DCDS") owns certain facilities located at 13633 Omega Road, Dallas, Texas (the "Facility"), which it, from time to time, authorizes and licenses other parties to use. The party identified in the signature block below (the "Group") desires to use the Facility pursuant to the terms and conditions set forth herein.

Group acknowledges that it has inspected the Facility and finds the Facility and any equipment to be provided by DCDS suitable for its use relating to the Group's planned activities at the Facility.

Group assumes all risk of, and agrees that DCDS shall not be liable for any damage to property or injury to or death of any persons including, without limitation, Group or its shareholders, members, directors, officers, employees, contractors, invitees, patrons, licensees, or agents, in, on or about the DCDS Facility from any cause except where such damage or injury arises out of the gross negligence of DCDS. **Further, Group shall fully release, indemnify, defend, and hold DCDS and its respective members, directors, officers, employees, insurers, attorneys, and agents (collectively, "indemnities") harmless from all claims, demands, actions, causes of action, losses, damages, or liability (including, without limitation, all expenses of litigation, court costs, and attorneys' fees) arising out of or resulting from (i) any injury or death to any person, including, without limitation, claims for disfigurement, as well as any monetary claims, claims for medical expenses, claims for lost wages, claims for pain and suffering, or claims for mental anguish, emotional distress or loss of consortium; or (ii) any damage, destruction, or loss of property; or (iii) the acts or omissions, including negligence, of the Group or any of its attendees, shareholders, members, directors, officers, employees, contractors, invitees, patrons, licensees, or agents; or (iv) the performance of, or failure to perform by, the Group or any of its shareholders, members, directors, officers, employees, contractors, invitees, attendees, patrons, licensees, or agents; of any of the Group's obligations under this Agreement EVEN IF SUCH CLAIMS ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE, INCLUDING SOLE, CONCURRENT OR GROSS NEGLIGENCE, OR FAULT OF ANY OF THE INDEMNITEES. THIS INDEMNITY SHALL ALSO APPLY TO ANY LIABILITY IMPOSED UPON ANY OF THE INDEMNITEES BY REASON OF ANY APPLICABLE STATUTE, LAW, REGULATION OR THEORY OF STRICT LIABILITY.**

Group promises and guarantees that it has obtained at its own cost and expense any necessary insurance to cover Group in the event of an injury, loss of life or destruction of property that occurs while Group is at the Facility. Group agrees to provide proof of such insurance at DCDS's request.

Group assumes all responsibility for repair and restoration in the event of damages caused by the group or its invitees. Group agrees to be, and is, responsible for ensuring that the meeting, including the layout of the meeting room and any equipment and/or other item used in connection with the meeting and/or the Group function, is ADA accessible and compliant. Group also agrees to comply with each and every term and provision of the Meeting Room Rental Agreement, which is incorporated into and made part of this Agreement as if fully set forth herein.

It is expressly agreed and understood that this Facility rental shall not operate or be construed to create the relationship of landlord and tenant between the parties hereto under any circumstances whatsoever. This Agreement is governed by and must be construed according to the laws of the State of Texas, without regard to conflicts of laws rules or principles that might direct the application of the law of another jurisdiction. Each party consents to personal jurisdiction in any federal or state court located in Dallas County, Texas.

I HAVE READ THIS AGREEMENT AND AGREE TO ABIDE BY THE TERMS OF THIS AGREEMENT AND THE FACILITY RENTAL RATES AND POLICIES SET FORTH BY THE DALLAS COUNTY DENTAL SOCIETY IN EXHIBIT A ATTACHED HERETO.

Group _____

Signed _____ Date _____

Printed Name and Title _____

Dallas County Dental Society

Signed _____ Date _____

Jane Evans, DCDS Executive Director

**RETURN A SIGNED COPY OF THIS AGREEMENT, THE MEETING ROOM REQUEST FORM,
AND PAYMENT TO: DALLAS COUNTY DENTAL SOCIETY
13633 OMEGA ROAD
DALLAS, TX. 75244
OR FAX TO: 972-233-8636**

IF REQUESTED, YOU WILL RECEIVE A LETTER OF CONFIRMATION BY MAIL.

EXHIBIT A



DALLAS COUNTY DENTAL SOCIETY FACILITY RENTAL RATES AND POLICIES

(Updated March 5, 2020)

MEMBER RATES

To receive member rate, the individual booking the room must be a DCDS member and be present at the event. Key must be signed out by the DCDS member booking the room.

Facility and Learning Center: \$2,200.00 per day
Videographer: \$1,750.00 (includes copy of presentation)

Entire Facility: Monday – Friday

Full Day: \$600.00
Half Day/Evening: \$350.00
(4 hours or less)

Saturday

Full Day: \$800.00
Half Day/Evening: \$400.00
(4 hours or less)

- Dr. D. Lamar Byrd Auditorium
- Dr. Paul P. Taylor Executive Board Room
- Dr. O. V. Cartwright Reception Hall

NON MEMBER/CORPORATE RATES

Entire Facility: Monday – Friday

Full Day: \$1,200.00
Half Day/Evening: \$600.00
(4 hours or less)

Saturday

Full Day: \$1,400.00
Half Day/Evening: \$700.00
(4 hours or less)

- Dr. D. Lamar Byrd Auditorium
- Dr. Paul P. Taylor Executive Board Room
- Dr. O. V. Cartwright Reception Hall

Dr. Paul P. Taylor Executive Board Room: Full Day: \$200.00
Half Day/Evening: \$100.00 (4 hours or less)

Rental fees include LCD projectors except in the Dr. Paul P. Taylor Executive Board Room. The room rental rates for the Dr. D. Lamar Byrd Auditorium and Learning Center include standard in-house audio/visual equipment and classroom/theater seating. There will be an **additional \$100.00** charge if room seating needs to be changed in the Dr. D. Lamar Byrd Auditorium.

FACILITY RENTAL POLICIES

The following policies are set forth for rental of meeting space at the Dallas County Dental Society (DCDS) and Group agrees to abide by these policies. DCDS does not rent its facilities on an ongoing or recurring basis. The facilities are not available on Sundays or legal holidays unless special arrangements are made.

Rental Procedure:

- All room rental fees must be submitted with signed Meeting Room Request Form and Meeting Room Rental Agreement to reserve the meeting space.
- No access to the meeting space for set up the previous day without a rental fee.

Cancellations:

- No penalty if written notice is provided three weeks prior to meeting date. Cancellations of less than three weeks will be assessed a 25% administrative fee. No refunds if cancellation is less than one week from scheduled function.
- A full refund, less applicable cancellation fees, will be mailed to Group upon cancellation.

Loss of Key:

- \$500.00 will be charged for the loss of the building key.

Parking:

- Restricted parking weekdays during business hours of 7:30 a.m. - 5:00 p.m.
- Group agrees to inform guests to not park in neighboring lots during daytime meetings.
- Please provide a copy of enclosed map and parking instructions to all attendees.

Marketing:

- Please give name and phone number of Group contact (not DCDS) in marketing pieces.

Room Set-up for Auditorium:

- All fees include standard in-house AV and standard room set which consists of combination classroom/theater set-up. Any change from standard set-up is an additional **\$100.00** charge.

Standard In-House Audio Visual Equipment:

The following in-house audio visual equipment is available at no additional cost with the room rental:

- Auditorium and board room are equipped with a built-in screen.
- Auditorium has built-in sound system.
- Standing podium with microphone (auditorium).
- Wireless lavalier microphone (auditorium).

Additional In-House Audio Visual Equipment Rental:

- Group is responsible for the repair of any damage incurred to DCDS AV equipment while in Group's use.
- If additional AV equipment is required, group is responsible for arranging rental of equipment, set-up and dismantling. Group must provide name of company delivering additional AV equipment.

Clean-up:

- Group is responsible for the cleanliness of meeting facility upon conclusion of event; a clean-up fee of up to \$300.00 will be assessed if meeting space is not returned to its original state.
- Chairs and tables must be straightened and returned to original position.
- No used materials or trash to be left in meeting rooms.
- All used paper, plastic ware, bottles and cans must be placed in trash and recycling receptacles.
- Left-over food must be placed in trash receptacles or taken away.
- DCDS will provide trash bags and receptacles.

Food:

- Group may order from an approved caterer list or may bring in food.
- A coffee pot is available (coffee not provided).

Miscellaneous:

- No smoking in or around rental facility
- No candles
- No alcohol
- In-house copies are available during DCDS business hours for \$.20 per copy.