

Mike's Event Center Rental Agreement

This is a Rental Agreement between **Mike's Event Center** (Herein after known as **Mike's Event Center or Facility**) and _____ (Herein after known as **CLIENT**) for the use of the rental hall.

Terms and Conditions

Reservations

- In order for an event to be guaranteed, **Mike's Event Center** must receive a deposit of at least fifty percent (50%) of the room rental fee as well as a refundable \$_____ security deposit at the time this Agreement is entered into. The remainder of any rental fee is required _____ days prior to the event.

Date and Time for Event

The parties agree that **CLIENT** shall rent **Mike's Event Center** for an event on _____, 20____, between the hours of _____ and _____. **CLIENT** shall have access to **Mike's Event Center**, starting at _____ on _____, 20____, and shall have **Mike's Event Center** cleaned and all event times removed by _____, on _____, 20_____.

Hours of Operation

Events may not last beyond 1:00 a.m. without prior approval from **Mike's Event Center** staff. This 1:00 a.m. deadline includes cleanup time. The **CLIENT** will be charged \$150.00 per hour if the Event and/or cleanup time exceeds 1:00 a.m. or if it exceeds a delegated deadline previously approved by staff. **CLIENT** is responsible for making sure guests leave the building at an appropriate time in order for **CLIENT** to finish clean up before the time deadline. Arrangements must be made by the **CLIENT** to have all rental equipment picked up and removed from the Facility the same day as the Event before the Event's time deadline unless there is prior approval. **Mike's Event Center** is not responsible for any damage or theft of any items left by the **CLIENT** or any guest attending the **CLIENT's** Event.

Services Provided

- **Staff:** **Mike's Event Center** Staff will be on duty during the entire event. The Staff member will open the Facility and provide information and direction as needed. The Staff member will not be available to serve or decorate and will not be involved in the Event.
- **Tables, Chairs, and Stage:** Such items are provided upon request and will be set up and taken down by **Mike's Event Center** Staff. **CLIENT** must provide a layout for **Mike's Event Center**. Tables and chairs are not to be taken outside by the **CLIENT** or any guest attending the Event.
- **Parking;** There is no cost for parking in the area surrounding **Mike's Event Center**.

Kitchen Usage

Kitchen usage is limited to preparation only as there are no resources in the kitchen or on the premises for cooking. This means that food may be assembled and may be warmed or kept warm using the warming ovens, and perishables and beverages may be chilled in the refrigerator and freezer. Ovens, refrigerators, and freezers must be thoroughly cleaned after use.

- Kitchen will be used
- Kitchen will not be used

Initials CLIENT

Decorations

Decorations may not be fastened to the walls with thumb tacks, nails, or staples. Pushpins and masking tape are permitted but must be removed at the conclusion of the event. The use of glitter, metallic confetti, straw, rice, birdseed, or hay is prohibited in the ballrooms and/or on the grounds. No rice, birdseed, or other similar items shall be thrown in or around the Facility. Immediately following the completion of the function, all decorations, trash, or other debris must be thrown away in the appropriate receptacles provided. Anything left behind will be thrown away. When in doubt about decorations deemed acceptable, CLIENT must consult with **Mike's Event Center** staff. Failure to do this may result in damages and/or excessive wear and tear. The cost to clean and repair will be deducted from the security deposit at a minimum of \$300.

- CLIENT will be in charge of decorations
- Mike's Event Center will be in charge of decorations

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Food

All food must be prepared by, brought onto the premises, and served by CLIENT or a caterer that is designated by the CLIENT. CLIENT or their caterer shall coordinate with **Mike's Event Center** Staff two (2) days in advance in order to confirm catering staff arrival time. A minimum of one (1) catering staff person is required to be on duty at all times during the catered Event. **Mike's Event Center** will not provide any serving materials.

- CLIENT will be in charge of catering the Event
- Event will be catered

Initials CLIENT

Miscellaneous Policies

- Live animals, except for service animals, may not be brought onto the premises.
- CLIENT and his/her guests are restricted to the rental area.
- **Mike's Event Center** will not be responsible for item left behind, before, during or after an Event.
- **Mike's Event Center** staff may enter any of the rented premises at any time on any occasion.
- **Mike's Event Center** reserves the right to take photographs of rental Events for its own records and for use in future.
- CLIENT must make sure that the number of guests does not over-exceed the stated amount.
- **Damage to Building.** In cases where property has been damaged or abused beyond normal wear, CLIENT will be billed for all damage and additional clean-up.

- Storage in Building. **Mike's Event Center** does not provide storage. It is not available before or after a rental event. All decorations, props, rented: furniture, beverage dispensers, and personal belongings must be removed at the end of the event.

Fees and Charges:

Payment Policy

- A fifty percent (50%) deposit of the room rental fee and a refundable \$1,000 security deposit is due at the time the CLIENT enters into this Agreement. These are required as an initial deposit. The remaining balance of total costs is due no less than _____ days prior to start of the event. **Mike's Event Center** accepts payments in the form of credit card (Visa or Mastercard), money order or cashier's check made payable to "Mike's Event Center".

* Initial deposit = 50% of room rental + Security Deposit
Client agrees to these payment terms.

_____ CLIENT
 Initials

Cancellation Policy

- CLIENT must provide a dated, written request for cancellation. Upon cancellation by CLIENT the following fee schedule will apply:
 - 45 days prior to event: One quarter (25%) of initial deposit nonrefundable
 - 30 days prior to event: One half (50%) of initial deposit nonrefundable
 - 15 days or sooner prior to event: Total (100%) of initial deposit nonrefundable
- No refunds will be made when the event is canceled by Mike's Event Center due to the CLIENT's noncompliance with terms and conditions.

Clean-Up Responsibilities

- Clean-up is the CLIENT's responsibility. CLIENT is expected to provide sufficient supervision to minimize spillage of food and beverages on the Facility floors during the rental event.
- Any CLIENT leaving excessive trash in the main hall, kitchen, restrooms, lobby, and/or outside of doors is subject to additional charges. All or a portion of the security deposit will be withheld if the Facility is not adequately cleaned, or if damage occurs.
- CLIENT must finish the clean-up no later than the time the CLIENT has identified as the ending time for his/her event. The CLIENT is responsible for the following cleaning duties:
 - All tables must be cleared of all items such as table linens, dishes, decorations, etc.
 - All trash must be placed in the receptacles provided. If any trash will not fit in the receptacles, such as boxes or large items, these must be broken down and taken out to the trash dumpsters located behind the building. **Mike's Event Center** will provide additional trash liners if needed.
 - All decorations must be taken down and removed from the Facility.
 - CLIENT is responsible for all kitchen clean-up. The kitchen area must be thoroughly

cleansed and returned to its original level of cleanliness. This includes all work areas, ovens, refrigerators, sinks and floors. ;

Client will be in charge of clean up and removal of decorations.

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Insurance and Security Requirements

Insurance

In order to use the facility, CLIENT shall take out, at their expense, and keep in force during the event covered by the Agreement, general liability insurance, naming **Mike's Event Center** as additional insured. A copy of insurance coverage must be submitted to **Mike's Event Center** at least _____ days prior to your event date. If unsure, inquire with management for the name of an agent to contact to secure certificate.

CLIENT will obtain Insurance Coverage

Mike's Event Center will obtain Insurance Coverage

Initials CLIENT

Security

- **Mike's Event Center** may require a security staff for events in which size, program and/or nature of the program indicate such needs. The Center will arrange for security to be paid for by the CLIENT.
- The security requirement will be one security guard for every _____ persons in attendance. The price for security will be \$ _____ per hour per security guard (minimum of four hours) and \$ _____ per hour per each additional officer per hour thereafter.
- When applicable, **Mike's Event Center** may require adult chaperones for youth activities. A list of these chaperones must be submitted to **Mike's Event Center** at least ten (10) days prior to the event, including their addresses and phone numbers.

Smoking

Smoking is not allowed inside **Mike's Event Center**. **Mike's Event Center** will provide adequate smoking containers for use outdoors as needed.

Alcoholic Beverage Policy

- **Mike's Event Center** shall abide by all laws of the State of Texas concerning the use and serving of alcohol. Each CLIENT wishing to have alcohol at their event must abide by the following regulations regarding alcohol use in **Mike's Event Center** facilities.

- Alcoholic beverages may be consumed without a permit when there is no monetary exchange for the beverage **and** when there is no admission charge for the event.
- In the case of monetary exchange for alcohol, a licensed caterer is required. Please note that the caterer's insurance only covers the alcoholic beverages, not **Mike's Event Center**. Necessary licenses to serve or sell alcohol will be obtained. Any group who sells alcohol, or charges an admission fee and serves alcohol, must obtain a temporary liquor license from the State of Texas Alcoholic Beverage Control Board. A copy of the license must be on file with **Mike's Event Center**, ten (10) business days prior to event.

- Alcohol will be served
 Alcohol will not be served

 Initials CLIENT

Responsible Beverage Service Policies and Procedures

Proof of Age will be required for anyone appearing to be 30 years of age or younger. Age identification must include date of birth, physical description, and photograph. Servers will confirm that the I.D. is that of the presenter.

Non-alcoholic beverages (sodas, juices, waters, etc.) will be promoted and made available for the duration of any event where alcoholic beverages are sold or served.

At events of three (3) hours or longer, alcoholic beverages service will be stopped one (1) hour before the end of the event.

No alcoholic beverages may be brought into or taken out of the event by guests or participants.

Summary of Pertinent Texas State Laws

It is illegal to give, serve, or sell alcoholic beverages to any person under age twenty-one (21). This law applies to parents and other family members of minors.

- Identification as evidence of age must be issued by a government agency (state or federal) (i.e. valid driver's license). Documents altered in any way are unacceptable.
- It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person.
- It is illegal to be intoxicated in public.
- It is illegal to drive under the influence of alcohol or with a blood alcohol level of .08% or higher.
- One-day licensed alcohol servers/sellers must be 21 years of age or older.
- Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be

intoxicated or under age 21.

Client acknowledges and understands the policies and Procedures and State Law regarding alcoholic beverage:

Initials CLIENT

Indemnification

User agrees to defend, indemnify and hold harmless **Mike's Event Center** and its employees from and against any and all claims, demands, causes of action, or liabilities incurred by **Mike's Event Center** or its employees, arising from CLIENT' s acts or omissions under this Agreement or any act or omission of CLIENT's vendors, employees, contractors, or persons attending the meeting or event with the express or implied permission or invitation of CLIENT, except as may arise from the negligence or willful misconduct of **Mike's Event Center** or its employees.

Mike's Event Center will not be held responsible for any losses, damages, or injuries. This refers to any loss, damage, or injury to persons or possessions that may occur at any function held on this property, from any cause, whatsoever, prior to, during, or subsequent to the period covered by this contract. CLIENT will be responsible for the control and supervision of the people in attendance during the use of the facility to ensure no harm is done to persons or property.

Mediation

In the event any dispute or controversy arises relative to this Agreement, any party seeking relief shall be required to submit their claims to mediation prior to filing for enforcement of the Agreement. The parties shall obtain a list of qualified mediators for the _____ of _____ County, Texas Courts. The parties shall agree to a mediator from the list provided and proceed to mediate.

Initials CLIENT

CLIENT agrees to abide by this Agreement and acknowledges having received a copy thereof. CLIENT will be held financially responsible for any damage to the Facility or equipment, which occurs through the CLIENT's meeting or event at the Facility.

Additional Information:

By signing below, User acknowledges that he/she has read and agrees to all above terms and conditions.

CLIENT

MIKE'S EVENT CENTER

Signature

Print Name

Organization (If Applicable)

Date

Signature

MIGUEL HERNANDEZ

Print Name

Date