

Facility Use Agreement

Note: The Party with whom the Responsible Party are contracting is Gardens at Old Town Helotes, LLC, referred to as “Gardens or “the Gardens”.

Birthday Girl Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_DOB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_Zip Code\_\_\_\_\_\_\_\_\_

Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Responsible Party Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_Zip Code\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of the Event\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Approved Numbers of Attendees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reception Start Time\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ End Time\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility Rental $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Deposit (min. of $500) $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Balance $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_ $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_ Payment $\_\_\_\_\_\_\_\_Balance $\_\_\_\_\_\_\_\_\_\_

Subtotal $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_ Payment $\_\_\_\_\_\_\_\_Balance $\_\_\_\_\_\_\_\_\_\_

Damage Retainer $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_ Payment $\_\_\_\_\_\_\_\_Balance $\_\_\_\_\_\_\_\_\_\_

Total $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_Payment $\_\_\_\_\_\_\_\_Balance $\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_ Payment $\_\_\_\_\_\_\_\_Balance $\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_ Payment $\_\_\_\_\_\_\_\_Balance $\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_ Payment $\_\_\_\_\_\_\_\_Balance $\_\_\_\_\_\_\_\_\_\_

By signing this Agreement, each of the above persons (hereinafter called “you”, “Client”, or “Clients”), jointly and severally, agrees to be legally bound to abide by the terms, conditions and stipulations herein. Failure to make payments or follow the provisions within this Agreement may result in cancellation of the event date by Gardens and may cause the forfeiture of all monies previously paid and/or due at time of cancellation, at the option of Gardens. In the event of such a default additional liabilities may accrue as herein provided.

General Information and Policies

To ensure the success of your function at the Gardens read the following contractual terms carefully. Of course, problems could arise when assumptions are made or expectations are not verbalized. PLEASE DO NOT ASSUME THAT GARDENS WILL SUPPLY AN ITEM OR SERVICE UNLESS IT IS SPECIFIED IN THIS AGREEMENT.

Price Sheet

The Gardens has a Price Sheet containing prices and necessary explanations for various items. The Price Sheet will be referred to herein as appropriate.

Gardens at Old Town Helotes Facility

The facility may be referred to here in the location, premises, building or similar reference. The facility is located at 15060 Antonio Drive, Helotes, Bexar County, Texas 78023, and consists of one building and surrounding grounds and outdoor patio.

Reception Package

The use of the facility for (5) five hours, guest tables and white chairs for head table, guest tables (up to your contracted guest count), cake table, gift table and sign in table. An agreement to use the Gardens for you reception includes: on-site venue concierge, free parking, standard setup, cleanup and garbage disposal and choice of inside and/or outside dinner, dance and bar/beverage station.

The Gardens requests all events to end by no later than midnight with the last call at the bar being 11:30pm. Special approval is needed to extend the hours.

Rental Rates & Guarantees

All prices are quoted for a specific day, time and number of attendees. Do not change the times of your event without prior approval. Multiple events can be booked each day at Gardens. Rental fees do not include food or beverage service, equipment, decorations, entertainment, table or linens for DJ or photo booth, etc.

The contracted number of attendees will be considered a minimum insofar as rental fees are concerned. This number of guests will be considered a definite figure for which you will be charged, even if fewer guests attend. Rental rate is based on increments of 10 guests above the minimum rate. In no event shall attendance at the event be in excess of the designated area capacity, as determined by the City of Helotes or other applicable authority. The present such capacity of the facility is 200 persons.

Décor

Decorations and/or displays brought onto the Gardens by client are to be pre-approved by Gardens’ staff not less than (30) days prior to arrival.

**NOT allowed: rice, confetti, glitter decorations, loose silk flower petals outside or bubble machines.**

ALLOWED: candles **(MUST be approved prior to use)**, hand held bubbles outside only, fresh flower petals, birdseed, and sparklers. Nothing may be affixed to any free standing wall, floor, or other structure using nails, screws or staples. Tape or any other adhesive may be used as long as it does not mar our walls, floors, railings or any part of our facility – inside or out. Candles are allowed but must have containers to prevent any wax drippings. Linens damaged by wax will be billed to clients

Reservations/Deposits and Payments

(1) All reservations will be confirmed upon receipt and acceptance of a **non-refundable** deposit. Gardens at Old Town Helotes reserves the right to refuse any application at its sole discretion. The initial non-refundable minimum deposit is **$500.00** unless the venue is booked within 6 months of the date of your event. In which case, 50% is due as the non-refundable deposit amount, according to the payment schedule. At NO TIME will be deposit be considered to be refundable.

 6 months from the date of your event – 50% of the remaining balance is due and is non-refundable

 3 months from the date of your event – 75% of the initial remaining balance is due and is non-refundable

 2 months from the date of your event – final balance is due and is non-refundable

(2) The final balance must be paid NO LATER THAN 60 days before the scheduled date of event. We understand things may arise that would prohibit meeting this deadline but approval must be given if an extension is needed.

If your event is cancelled within 6 months of the scheduled date, all additional monies paid will be considered forfeited by you and the Gardens is not obligated to return any monies previously paid toward the balance. If no contact has been made and confirmed received by the Gardens, in writing, to inform us that the event was cancelled, the total amount of the contracted venue price is still considered due.

 (3) A $500 damage retainer will be charged **in addition** to the rental fee and at the discretion of the staff of the Gardens. This retainer will be refunded in part or whole within two weeks after your event upon confirming actual guest count vs. contracted guest count and inspection of the facility and linens following the conclusion of the event. Any damage, unapproved building usage, extra time and/or maintenance required after event or failure to follow the Gardens stated policies will result in the forfeiture of some or all of this retainer plus additional sums may be due as required by Gardens. If the amounts owed exceed the retainer deposit, client agrees to promptly submit payment upon demand.

 (4) A change in date will be handled as a cancellation, with forfeiture of all sums previously paid. A new deposit will be required to secure a new date.

Checks

All checks for the deposit, additional services or other matters shall be made payable to Gardens at Old Town Helotes. Two party checks are not accepted. There will be a $25.00 charge for all returned checks.

Alcoholic Beverages

Security is required at any event held at our venue; whether or not alcohol is contracted to be served. The following conditions apply: (1) there must be two security officers per 150 guests or portions thereof. Gardens reserves the right to require additional security at its sole discretion. (2) ALL alcohol must be served by a Texas Alcoholic Beverage Commission (TABC) licensed AND INSURED bartender. The TABC licensed bartender MUST be hired from a licensed and insured bartending company or as part of your catering package. The police officer will be hired on your behalf by Gardens at Old Town Helotes. Both of these vendors charge at their prevailing rate as shown on the Price Sheet. All TABC laws must be followed while on the Gardens premises. Additionally, any person under the age of 21 years will not be served alcohol. Valid identification is required for guests of a questionable age who consume alcohol. Any alcoholic beverage that is brought in by a guest must be served by the TABC licensed bartender and **MAY NOT be kept at the table for private serving. Glass bottled beer is not permitted.** All service staff is required by law to refuse service to any guest who appears to be intoxicated. Consumption of alcohol by attendees where none has been scheduled shall result in the forfeiture of the damage retainer. If client has not contracted to have alcohol at the event, any consumption of alcohol by attendees will result in forfeiture of the damage retainer and those parties will be asked to leave. Any person violating alcoholic beverage policies, laws or regulations shall be subject to immediate removal from the premises and all monies are forfeited for the facility rental. If private alcoholic beverages are found at any cash bar event, the cash bar will be closed by the Gardens representative and not allowed to reopen.

Clean Up

Gardens and contracted vendors will provide all clean up. All gifts, centerpieces, alcohol, leftover food or other items belonging to client must be removed immediately following the event or they will be disposed of. The Gardens is not responsible for any lost or stolen property, or any items left behind after the time the event has ended.

Outside Contractors

The Gardens MUST approve every vendor prior to your signing a contract with them. This is to ensure that they will provide the level of service that we expect for your guests. Client shall require of each of their vendors/contractors that will be conducting business of Gardens to provide Gardens a copy of their liability insurance listing Gardens as additionally insured. This proof of insurance must be supplied to the Gardens staff no later than (30) thirty days prior to the event. In the event one of your vendors/contractors that will be entering the grounds of the Gardens does not have the necessary insurance, it will be necessary for them to contact the Gardens to receive a waiver. All contractors/vendors that will be doing business at the gardens must meet the standards set forth by the facility and have the necessary permits and licenses required by appropriate authorities. The Gardens reserves the right to exclude or prohibit any vendor from entering our grounds. Deliveries must be coordinated with the Gardens prior to the date of the event. If any vendor does have liability insurance, the client understands and agrees that any damage the vendor or their staff causes will be billed direct to client for immediate payment.

Caterers

Most of the staffing for your reception is the catering staff.  To provide the level of service that we require and you expect, you may want to be selective in your caterer and always ask questions. The Gardens has a list of suggested caterers to choose from, or you may select your own but they would need to be approved by the Gardens to make sure they meet those requirements. You may choose to have appetizer stations, buffet, family style service or plated dinner.

Caterers are responsible for providing iced tea, water or other non-alcoholic beverages with the meal; as well as serving the food, bussing the tables, cake cutting and plating, pouring and/or passing the beverage for any toast, if needed and final clean up. There may be additional fees for these services depending on the caterer. Always make sure you ask your caterer what is included in their pricing.

Smoking Policy

Smoking is prohibited inside the building of the facility. Smoking is permitted outside the building of the facility except in areas designated “No Smoking”.

Gratuity

As a facility we do not charge a gratuity, however, it is customary to express your thanks in the form of a gratuity to our staff members from whom you have received service, and is always appreciated.

Parking

The Gardens is not responsible for theft, vandalism, accident or other damage to any vehicle, or possessions therein, prior to, during, or after the event. All attendees shall park in appropriate and legal spaces.

Dressing Room

A dressing area is available to the birthday girl and her court, if needed. The Client is responsible for the security of the area. Usage of the dressing area is limited to a maximum of 2 hours from the start of the Reception.

Inspection and Liability

The Gardens reserves the right to require security for any group or function. There must be a sufficient number of security personnel on hand as the Gardens deems necessary, billed to the Client at the prevailing rate on the Price Sheet. The facility is not responsible for property (including without limitation, equipment, supplies, written materials and all valuable items) brought onto or stored on the premises by the Client or guests, vendors or attendees, and it is the responsibility of the client to obtain or maintain any insurance coverage on such property. Accordingly, the Client agrees that it will be the Client’s responsibility to provide notice of the policy to all vendors or attendees that are to utilize facility space, in connection with the Client’s function. Furthermore, the Gardens may require that client to provide additional security for Client’s event in sufficient numbers as determined by the Gardens and at Client’s expense.

Additional Fees

All services and rentals not specifically referenced in this Agreement as part of the items included shall be charged to the client at an additional cost.

Children

While a Quinceanera/Sweet 16 is generally considered to be a family event, we recognize that a large number of children are usually are in attendance. It is expected that children be under adult supervision at all times, with an acceptable child to adult ratio.

Gardens Liability

The Client and all other responsible parties acknowledge and agree that Gardens’ liability is limited to the amount of money paid to Gardens by the client pursuant to this Agreement.

Deliveries

Any item to be provided by the Bride, Groom, family member or friend is to be scheduled with the Gardens unless otherwise previously authorized. Late delivery after scheduled time may result in the item being refused or not available for usage.

Rain Plan

One of the great features of Gardens at Old Town Helotes is having a rain plan. The decision to utilize the uncovered deck and grass area as your reception site will be determined the Wednesday prior to your wedding. If either the National Weather Service or any of the local stations forecast calls for 30% chance of rain or higher, Gardens at Old Town will implement the rain plan to be held inside the facility. If the forecast is less than 30% chance of rain, then we will consult with you as to your wishes with the understanding that the Gardens do not have the staff to move the chairs the day of your event. Also, if extensive rain causes the lawn area to become saturated, The Gardens may also at its sole discretion move your event into the facility.

Clean Facility

Guest shall not permit any objectionable or unpleasant odors to emanate from the facility. Guest shall not install or place any antennae, awnings or other projections on the exterior of the facility with express written permit of the Gardens. Even though the Gardens will clean the facility after the event, Client will keep the facility neat, clean and free of dirt, rubbish or structures other than normal articles and trash during the event. Guest will remove all foodstuffs.

Reserved Rights

The Gardens reserves the right to eject any objectionable person or persons from the facility. Upon the exercise of this right Guest waives any right and all claims for damages against the Gardens or any of its agents, officials or employees in this regard.

DJ/Band Equipment

All equipment for band or DJ purposes must be compatible with the Gardens’ current electrical or sound system and must be approved by the Gardens prior to the event. If the foregoing requirements are not fulfilled, the band or DJ will not be able to set up or perform.

Copyrights

No musical or other work protected by copyright will be staged, produced, or otherwise performed via either “live” or “mechanical” means at the event unless there is prior written permission from the copyright owner ‘s designate (e.g., ASCAP, BMI or SESACI) for such use. Client further represents and warrants that client shall be fully responsible for the performance of all obligations under any agreements permitting the use of such work, including full responsibility for complying with the Federal Copyright Laws and any regulations issued thereunder including but not limited to, the assumption of any and all responsibility for paying royalties which are due for the use of copyrighted works in Guest’s performances to the responsible owner or representative of said copyright owner. Client hereby indemnifies Gardens in these regards.

Performances

Client shall not do, or cause to occur, anything on the premises during the term of this Agreement in violation of the laws of the United States and State of Texas and the ordinances of the City of Helotes including, but not limited to, license requirements of such vendors or contractors. Guest agrees that every employer or agent connected with the purpose for which the premises is rented shall abide by and conform with all and any such rules, laws or ordinances. If the attention of the Gardens is called to such a violation, if any, Guest will immediately desist from and correct such violations. Guest hereby agrees that no activity or performance or exhibition or entertainment shall be given or held or take place in the premises which is potentially dangerous to the public or which is illegal, lewd, immoral, indecent or obscene or in any manner offensive to persons of ordinary sensibilities.

Discrimination

The facility is owned by the Gardens and any discrimination by the Gardens or by the Guest on account of race, color, religion, national origin, sex or handicap condition in the use of the premises is prohibited.

Force Majeure

If the premises shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the period specified in this Agreement, or if the use of the premises by Guest shall be prevented by an act of God, strike, lockout, material or labor restriction by any government authority, civil riot, flood or any other cause beyond the control of Gardens, Gardens shall not be liable for damages to Guest caused wholly or in part thereby and Guest hereby waives any claim against the Gardens for damages by reason of such, except that the Facility Rental Fee shall abate and any previously paid Facility Rental Fee shall be refunded by the Gardens.

Notices

Any notice required hereunder shall be given in writing. The address for notices for each party hereto and the addresses for payments or return of monies to Guest, if any, are as follows:

**Gardens at Old Town Helotes, 15060 Antonio Drive, Helotes, TX 78023**

Law and Venue

 The laws of the State of Texas shall apply hereto and the venue of any suit filed in connection herewith shall be in Bexar County, Texas. No oral agreements or representations shall be deemed to exist or shall bind the parties hereto.

Special Provisions –

Executed as of the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018

 GARDENS AT OLD TOWN HELOTES, LLC.

 Gardens at Old Town Helotes representative\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Responsible Party\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_