



Facility Use Agreement

Note: The Party with whom the Couple and/or other responsible party are contracting is Gardens at Old Town Helotes, LLC, referred to as "Gardens or "the Gardens".

Name _____ DOB _____

Address _____ City _____ State _____ Zip Code _____

Phone Number _____ Email _____

Work Name & Address _____

Facebook _____ Instagram _____

Name _____ DOB _____

Address _____ City _____ State _____ Zip Code _____

Phone Number _____ Email _____

Work Name & Address _____

Facebook _____ Instagram _____

Date of the Event _____ Approved Numbers of Guests _____

Ceremony Time _____ End Time _____

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

Security \$ _____ Balance \$ _____

Subtotal \$ _____ Date _____ Payment \$ _____ Balance \$ _____

Damage Retainer \$ _____ Date _____ Payment \$ _____ Balance \$ _____

Total \$ _____ 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 the Gardens and may cause the forfeiture of all monies previously paid and/or due at time of cancellation, at the option of the 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, please read the following contractual terms carefully. Problems can arise when assumptions are made and expectations are not verbalized. PLEASE DO NOT ASSUME THAT THE 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.

The 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 designated as the Wedding Venue, one building designated as the Brides Cabin, surrounding grounds and outdoor patio.

Ceremony Only Package

The Ceremony Only Package includes: (3) three hours to be used for rehearsal, picture taking, decoration and dressing time. It includes your choice of inside or outside ceremony location with white chairs, iPod sound system, if needed, for background music as guests are arriving. If you are planning a Ceremony ONLY at our location, the ceremony and all pictures must be completed by 1:00pm, unless otherwise arranged, to allow time for our evening event to decorate and prepare for their event.

Rehearsals

Rehearsals will be scheduled according to our calendar limitations and we cannot guarantee the traditional evening before.

Reception Only Package

The use of the facility for (5) five hours, guest tables and chairs, head table or sweetheart table, cake table, gift table, sign in table and unity stand. In order to maximize the Wedding Venue's building capacity of 200, standard seating is considered 10 seats at each table. However, you also have the option of seating 8 guests at each table.

An agreement to use the Gardens for your reception includes: on-site venue concierge, free parking, standard setup, clean-up and garbage disposal, inside and/or outside dinner and dance.

The Gardens requests that all events end no later than midnight with bar services ceasing 30 minutes prior to the end of your event. Special approval is required to extend the hours.

Ceremony and Reception Package

If you will be doing a combined Ceremony and Reception package with us, then the two packages listed above are combined and includes a total of 8 hours. From the expected start time of the ceremony to the end of the reception is 6 hours with the additional 2 hours of the package applied towards time that you are here for the rehearsal, picture taking, dressing time and decorating.

However, we do allow extra time to use the Brides Cabin to get ready and start the decorating without counting against your contracted time. The amount of time allowed will depend on our calendar of events and our labor scheduling limitations.

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 our prior approval as multiple events can be booked each day at the Gardens. Rental fees do not include linen, food or beverage service, equipment, decorations, entertainment, etc.

The contracted number of attendees will be considered a maximum where 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.

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 capacity of the Wedding Venue facility is 200 persons. However, the capacity of entire 6.5 acres of surrounding grounds and outdoor patio is unlimited.

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.

Reservations/Deposits and Payments

All reservations will be confirmed upon the receipt and acceptance of a **non-refundable** deposit. The 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 the event that the venue is booked 6 months or less from the date of your event, please refer to the payment schedule below to determine the amount of the deposit due. At NO TIME will the deposit be considered to be refundable.

***6 months from the date of your event – 50% of the original contract amount is due and is non-refundable**

***3 months from the date of your event – 75% of the original contract amount is due and is non-refundable**

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

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 previous 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.

A \$500 damage retainer may be charged in addition to the rental fee 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 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 the Gardens. If the amounts owed exceed the retainer deposit, client agrees to promptly submit payment upon demand.

Forms of Payment

We accept most forms of payment – Checks, cash, all major credit cards, cashier’s check and money orders. All checks for the deposit, additional services or other matters shall be made payable to The Gardens at Old Town Helotes. Two party checks are not accepted. There will be a \$25.00 charge for all returned checks. If paying by cash, a cash receipt will be given.

Décor

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

-Items that ARE NOT allowed include, but are not limited to: rice, glitter-based decorations, colored plastic tablecloths, mini diamond shaped beads, confetti, silk flower petals or matches.

-Items that ARE allowed include, but are not limited to: hand held bubbles to be used outside only, fresh flower petals, birdseed, candles (MUST be pre-approved) and “wedding” 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 be inside approved containers to limit any potential damage. Damaged by wax, or other items used for decoration, will be billed to clients.

Venue Concierge

The venue concierge will be onsite to represent and manage the venue and make sure our contractual obligations are met as well as monitor the grounds. The venue concierge will assist the independent vendors, work with you to design the floorplan, work with other venue employees to make sure they are aware of your wedding needs and assist with rehearsal and ceremony. It is important to know that while you might have worked with a specific venue concierge throughout the planning process, there is no guarantee that the same person will be there on the day of your event.

Outside Contractors

All vendors MUST be approved by the Gardens prior to contract signing with them. The Gardens reserves the right to refuse, exclude or prohibit any vendor from entering our property if approval has not been given. Client shall require of each of their vendors that will be conducting business of the Gardens to provide the Gardens a copy of their liability insurance listing the Gardens as additionally insured. The proof of insurance must be supplied to the Gardens staff no later than (30) thirty days prior to the event. In the event that one of your vendors does not have the necessary insurance, it will be necessary for them to contact the Gardens to receive a waiver. All 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. Deliveries must

be coordinated with the Gardens prior to the date of the event. If any vendor does NOT have the necessary liability insurance and a waiver is obtained by the Gardens, the client understands and agrees that any damage the vendor or their staff causes will be billed directly to the 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, please 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.

Caterers are responsible for serving the food, cake cutting, pouring the beverage for any toast and bussing the tables. Caterers must leave enough staff to stay until end of the reception for 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. If the caterer that you choose does not offer all of the above listed services, you will be required to obtain a separate service team to do so.

Linens

Client is responsible for providing the linens for all guest tables, the cake table and any other tables that are not covered by their chosen vendors.

All outside vendors are responsible for providing linens for the tables that they will be using and/or staffing: appetizer, food, beverage, coffee, candy buffet, chocolate fountain, etc.

Clean Up

The 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.

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.

Clean Facility

Client shall not permit any objectionable or unpleasant odors to emanate from the facility. Client 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.

Security

Security is required at any event held at our venue. The Gardens reserve the right to require additional security at its sole discretion. The security officer will be scheduled by the Gardens and billed to client at the rate shown on the price sheet.

Alcohol

All alcohol, whether brought by the couple or any of their guests, must be served and controlled by a Texas Alcoholic Beverage Commission (TABC) licensed and insured bartending company and MAY NOT be kept for private serving. 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. NO glass beverages (glass bottled beer, wine coolers, etc...) for personal consumption are permitted on the premises. If glass beverages are brought onto the Gardens property, the bartender must pour the contents into plastic cups for guest consumption. 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 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.

Inspection and Liability

The Gardens is not responsible for any property brought onto or stored on the premises by the client, guests, vendors or attendees. Such property includes, but is not limited to, equipment, supplies, written materials and all valuable items. 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 their 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.

Smoking Policy

Smoking is prohibited inside the Wedding Venue and the Brides Cabin. Smoking is permitted outside of these two buildings except in areas designated "No Smoking".

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.

Brides Cabin

The cabin is available for dressing time, hair and makeup. The client is responsible for the items left in the cabin.

Children

While weddings are generally considered to be an adult event, we recognize that children are usually in attendance. Children are allowed at The Gardens with an acceptable child to adult ratio. However, it is expected that children be under adult supervision at all times.

Rain Plan

The decision of which ceremony site you would like to utilize will be determined prior to the date of your wedding during our informational meeting. If a chance of rain is revealed just prior to, but no later than 24 hours prior to your wedding, you will have the choice to implement the rain plan and have the ceremony to be set up inside the facility, at no additional charge. This would involve

moving our portable arbor into the building with all the guests being seated at a table seat. You may choose to have more of a ceremony area arranged inside the facility if the decorator that you chose can arrange a background and seating. Please note that the decorator may charge you extra for that.

Please understand that the Gardens do not have the staff available to adjust the floorplan the day of your wedding. If extensive rain causes the lawn area to become saturated, The Gardens may also arrange your table locations as to not utilize the area.

DJ/Band Equipment

All equipment for band or DJ purposes must be compatible with the Gardens' current electrical system and must be approved by the Gardens prior to the event. The DJ is responsible for bring ALL of their own equipment (speakers, electrical cords, extension cords, etc.) for all areas needed and they will not be able to plug into our sound system. If the foregoing requirements are not fulfilled, the band or DJ will not be able to set up or perform. We will supply a 6' table for their use, if needed, but it is their responsibility to supply their own linen to cover the table.

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 the 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, the guest will immediately desist from and correct such violations. Guest hereby agrees that no activity, performance, 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.

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.

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.

Pandemic Options

We understand that there is a lot of uncertainty regarding the current pandemic and the future of events. Our policy regarding cancellations or reschedules is a NO-REFUND policy. If, for any reason, Gardens at Old Town Helotes is unable to host your event due to mandate, we will allow a postponement of up to 6 months from the date of your original event.

Please be aware that we continually sanitize often touched surfaces throughout the event to help maintain the cleanliness of the venue for the safety of you and your guests.

Notices

Any notice required hereunder shall be given in writing. The address for notices for each party hereto and the addresses for payments to or return address 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.

Executed as of the _____ day of _____, 2020

GARDENS AT OLD TOWN HELOTES, LLC.

GOTH representative _____

Name & Signature _____

Name & Signature _____

Other Responsible Party _____