

# ASSEMBLY EVENT SPACE, LLC

2015 Berry Street, HTX 77004

## **THIS IS YOUR RENTAL CONTRACT**

**Please read this document in its entirety.**

Your signature is required on your booking form to confirm you've read and agree.

### **This document reviews:**

- . Renter's Liability
- . Payment & Cancellation policy
- . Time Guidelines & Possible Penalties accrued
- . Decor Protocol - decoration guidelines
- . Cleaning Details
- . Waiver & Liability Release

## **Payments: CREDIT CARD ONLY**

**CREDIT CARD MUST BE SAVED ON FILE AT TIME OF INITIAL INVOICE PAYMENT**

Events within 45 days must pay full amount. Events being booked outside of 45 days will pay 50% deposit with final balance due 30 days prior to event which will be auto-deducted

## **CANCELATION POLICY**

ALL PAYMENTS ARE NON REFUNDABLE - \*No exceptions

Your payments is ONLY transferable.

New date must be booked within 6 months from original event date

### **In case of cancelation for any reason:**

Your payment will be credited and held on file for 6 month

You will receive a cancelation confirmation with exp date

No exceptions are made for illness/extenuating circumstances

No exceptions are made if renter DID NOT tour space before booking

No exceptions are made because your party count has changed

**We require 45 business days' notice of cancellation.**

\$100 penalty for cancellations with date change

### **DOUBLE BOOKING:**

**IN THE RARE OCCURANCE** THERE IS A DOUBLE BOOKING ON OUR PART, WE WILL REFUND YOUR RENTAL FEE IN FULL. BY SIGNING THIS CONTRACT YOU AGREE TO RELEASE ASSEMBLY HTX, LLC FROM LIABILITY AND RESPONSIBILITY FOR ANY LOST FEES OR EXTERNAL AGREEMENTS RELATED TO YOUR EVENT.

### **FALSE INFORMATION & MAL INTENT:**

WE RESERVE THE RIGHT TO CANCEL ANY EVENT BASED ON MISLEADING INFO PROVIDED, WHETHER PURPOSEFUL OR NOT. NO ILLEGAL ACTIVITY IS PERMITTED ON ASSEMBLY HTX, LLC PROPERTY.

Assembly does not provide refunds for situations beyond our control such as but not limited to: weather, center point, etc.

### **SITE UNSEEN**

Assembly does not give refunds for rentals booked prior to touring to secure a date yet later decide the venue is not a good fit.

## TIME GUIDELINES:

If you anticipate needing extra time, request at time of booking.

**YOUR BOOKED TIME SLOT INCLUDES SET UP & CLEAN UP TIME**

Your time slot represents your exact access/exit time.

For example: 9am – 4pm ACCESS IS GRANTED at 9am with EXIT TIME at 4pm

\*Which means you will need to be tidied up and gone at 4pm.

This is the same for 5pm – 11pm: ACCESS IS GRANTED at 5pm with EXIT TIME at 11pm

\*Which means you will need to be tidied up and ready to go at 11pm

## TIME PENALTIES:

TIME EXTENSION IS NOT AVAILABLE ON THE DAY OF YOUR EVENT

- 5pm – 11pm (11:30pm exit will be charged \$50, and so on for additional 15 min increments)
- 9am – 4pm (4:30pm exit will be charged \$50, and so on for additional 15 min increments)

**Weekdays** extra per hour rental rate \$85

**AM early entry:** If available / \$75 per hour

**AM late exit:** If available / \$75 per hour

**PM early entry:** If available / \$75 per hour

**NO LATE EXIT PERMITTED  
PARTIES MUST EXIT BY 11pm**

## DECOR PROTOCOL:

DO NOT damage our walls, windowsills, floors, building, property, PLANTS, etc....

### NO SCREWS, NAILS, STAPLES

a fee will be assessed based on damage, minimum \$50

Acceptable - small tacks, tape (tape must not remove paint)

**NO GLITTER OR CONFETTI of any kind.** It is a nightmare to clean up!

**An automatic clean up fee of \$50 will be charged.**

**BEAMS – RAFTERS** - If hanging items, must be lightweight and not warp, bend, or damage.

**DO NOT MOVE THE PLANTS / YOU ARE LIABLE BROKEN POTS**

It's hard enough keeping them alive!

Please do not put cigars/cigarettes/hookah/ trash, etc. \*Don't move them, use them as door stops.

**VENDOR/DECOR DROP OFF & PICK UP ARE ON A CASE BY CASE BASIS.**

If you are having items dropped off and picked off, please make sure they are dropped within your rental time. **If you require additional time or next day pick up, let us know. If we are not booked, there will be no additional charge.**

## CREDIT CARD HELD / DEPOSIT

We REQUIRE \$200 security deposit 48 HOUR BEFORE YOUR EVENT.

We also hold on file your credit card used for payment to AUTO DRAFT event final payment

Security Deposit is for time penalties, damages, missing items, or additional cleaning requirements.

You will be notified with photo or video evidence of any damage, or cleaning issues

- please review decor protocol -

## RENTER CLEANING PROTOCOL

**THERE SHOULD BE NO TRACE OF YOUR PARTY**  
BRING YOUR OWN TRASH BAGS & PAPER TOWELS

- **PLEASE LEAVE SPACE AS FOUND**
- **RETURN TABLES & CHAIRS TO SAME LOCATION**
  - **TAKE OUT ALL TRASH**
  - **CLEAN OUT FRIDGE**
- **REMOVE ALL DECOR & REMNANTS**
- **BREAK DOWN BALLOONS AND POP THEM ALL**

(please pop and breakdown balloons garlands, otherwise they take up all space in the dumpster)

**\$175 penalty** for removing balloon garlands, popping balloons  
vomit, trash, décor, food/beverages, parking lot trash.

**\$200 smoke penalty** for inside smoking of anything

### WHAT WE CLEAN & WHAT IS INCLUDED IN YOUR RENTAL FEE:

(does not include debris or décor left from party)

Sweeping, mopping, cleaning surfaces in bathroom & kitchen,  
replacing restroom trash cans & paper towels,  
toilet paper, trash bags in restrooms, sanitizing, cleaning windows.

### DON'T WANNA CLEAN? \$175

If you really don't want to clean YOU CAN PRE-ARRANGE additional cleaning fee

We will clean the entire space.

**MUST BE BOOKED AT TIME OF BOOKING**

\*No exceptions.

## EXCESS TRASH FEE \$75

**IF YOUR ITEMS TAKE UP MORE THAN HALF OF OUR DUMPSTER**

# **ASSEMBLY EVENT SPACE, LLC**

## **RENTER / GUEST RELEASE AND WAIVER:**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU RELEASE AND PROMISE NOT TO SUE ASSEMBLY EVENT SPACE, LLC, FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES (WHETHER ECONOMIC OR NON-ECONOMIC), DAMAGES, EXPENSES, COSTS OR LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM OR IN CONNECTION WITH YOUR EVENT RENTAL/PARTY/OCCASION, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY

You agree that if, despite this RENTER/ GUEST Release and Waiver, you or anyone on your behalf make a claim against ASSEMBLY EVENT SPACE, LLC relating to an EVENT/PARTY, you will indemnify and hold ASSEMBLY EVENT SPACE LLC, harmless from any liability, demand, loss, damage, or costs which ASSEMBLY EVENT SPACE, LLC may incur as the result of such claim.

You affirm that you HAVE READ THIS RENTER / GUEST RELEASE AND WAIVER AND FULLY UNDERSTAND THE ASSUMPTION OF RISK, RELEASE, WAIVER, AND CONSENT CONTAINED IN IT. YOU FURTHER UNDERSTAND THAT YOU HAVE GIVEN UP RIGHTS BY AGREEING TO THESE TERMS, AND HAVE DONE SO FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT.

## **RELEASE AND INDEMNIFICATION**

RENTER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS ASSEMBLY EVENT SPACE, LLC, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS (INCLUDING ATTORNEYS' FEES), DAMAGE, EXPENSE, AND LIABILITY (INCLUDING STATUTORY LIABILITY AND LIABILITY UNDER WORKERS' COMPENSATION LAW) IN CONNECTION WITH CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, LIABILITIES, LOSSES, SUITS, ADMINISTRATIVE PROCEEDINGS, ARISING OUT OF ANY ACT OR NEGLIGENCE BY RENTER, ITS AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, REPRESENTATIVES, IN, ON OR ABOUT THE FACILITY. THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. RENTER HEREBY RELEASES ASSEMBLY EVENT SPACE, LLC FROM ANY AND ALL LIABILITY OR RESPONSIBILITY TO RENTER OR ANYONE CLAIMING THROUGH OR UNDER RENTER BY WAY OF SUBROGATION OR OTHERWISE FOR ANY LOSS OR DAMAGE TO EQUIPMENT OR PROPERTY OF RENTER EITHER COVERED OR NOT COVERED BY ANY INSURANCE THEN IN FORCE. INDEMNIFICATION:

## **ASSUMPTION OF RISK:**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, OF PARTICIPATING IN EVENT/PARTY EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OR CARELESSNESS OF THE ASSEMBLY EVENT SPACE, LLC OR DEFECTS IN THE EQUIPMENT, PREMISES, OR FACILITIES USED DURING THE EXPERIENCE, OR OTHERWISE, AND YOU ASSUME FULL RESPONSIBILITY FOR PARTICIPATION IN THE EVENT/PARTY.

## **LIABILITY TO THIRD PARTIES**

The undersigned hereby agrees that he/she will indemnify and hold harmless, ASSEMBLY EVENT SPACE, LLC for all personal injuries, property damages, or any other damages to any and all third parties and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by ASSEMBLY EVENT SPACE, LLC, even if such damages arise out of negligence or fault.

## **CREDIT CARD**

I authorize ASSEMBLY EVENT SPACE, LLC to charge the credit card indicated in the booking form, according to the terms outlined. This payment authorization is for the event described in booking form filled out by renter. I certify that I am an authorized user of the credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.