

ASSEMBLY HTX EVENT SPACE

2015 Berry Street, HTX 77004

THIS IS A CONTRACT. THIS IS A BINDING AGREEMENT.

Please read this document in its entirety. There are 4 pages in total.

Your signature is required in your booking form as one of the requirements to rent.

- Complete & Submit Booking Form
- Once form is submitted you will be sent
- **Payments submitted by credit card only. This card must be held on file.**

This document reviews:

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

WE NEED YOUR PAYMENT to confirm booking

****If you are not ready to pay, please do not submit your booking form.***

Payments: CREDIT CARD only

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

Cancellation Policy:

***Your payment/deposit is nonrefundable**

***No exceptions**

***Once we have received payment, your payment is ONLY transferable. New date must be within 6 months.**

In case of cancellation for any reason:

Your payment will be credited with us, and you will be able to change your event date.

***No exceptions are made for covid cancellations**

***We require 14 business days' notice of cancellation.**

There will be \$100 penalty for cancellations with date change *No Exceptions

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. 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.

COVID/MONKEY PROTOCOL:

PLEASE BE ADVISED, WE SANITIZE AFTER EACH EVENT TO ENSURE A DISINFECTED SPACE. HOWEVER, WE CAN NOT BE HELD RESPONSIBLE FOR COVID / MONKEY OR ANY COMMUNICABLE SPREADING. YOU ARE REQUIRED TO FOLLOW CDC RECOMMENDATIONS FOR YOUR EVENT.

CREDIT CARD AUTHORIZATION FORM:

We do not require a security deposit, therefore we HOLD your card used for payment ON FILE in case of possible time penalties, damages, missing items, or additional cleaning requirements.

*We would NEVER charge your card without first speaking with you. All penalties will be submitted with photos of damages, additional cleaning needs, etc. We have time registered lock as well to record arrival & exit times.

We are very flexible and have charged very few cards for late exits, however we are not flexible on damages or cleanliness as this interferes with our ability to keep our schedule flowing smoothly.

TIME GUIDELINES:

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 ready to go at 4pm.

This is the same for 6pm – 1am: ACCESS IS GRANTED at 6PM with EXIT TIME at 1AM

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

*We have limited time extension on weekends.

Weekend Time slots:

9am to 4pm or 6pm to 1am

Monday - Thursday Timeslots are by the hour with a 4 hour minimum.

POSSIBLE TIME PENALTIES: ***No exceptions**

We allot an extra 15 minutes at exit time. If you go past this time, you will be charged \$45 per 15 minutes. **e.g., 6pm - 1am (1:30am exit will be charged \$45, and so on for additional 15 min increments)**

WE DO OUR BEST TO PROVIDE A BEAUTIFUL SPACE FOR YOUR SPECIAL OCCASION.

PLEASE DO YOUR BEST IN RESPECTING OUR TIGHT SCHEDULE.

IF YOU THINK YOU WILL NEED EXTRA TIME, IT IS BEST TO SCHEDULE AT TIME OF BOOKING.

AM time slot options are early entry:

7AM or 8AM early arrival is available / \$50 per hour

AM time slot options for late exit:

5PM / \$50 per hour

PM time slot options are early entry:

5PM early arrival is available / \$50 per hour

PM time slot options for late exit:

2AM-3AM / \$150 - on the rare occasion we permit events past 1AM

DECOR PROTOCOL:

Please 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.

PLANTS! PLANTS! PLANTS! - 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.

THE DIRTY STUFF!

CLEANING DETAILS: Please leave space as found

*You will need to bring trash bags & paper towels for the kitchen - we provide the first (2) TRASH BAGS
- Replace all TABLES/CHAIRS folded and in the original location.
- REMOVE **ALL TRASH

****ALL TRASH / DECORATION / BEVERAGES & FOOD / BALLOON GARLANDS**
(please pop and breakdown balloons, otherwise they take up all space in the dumpster)

ANYTHING THAT WAS BROUGHT IN AND IS NOT APART OF THE ORIGINAL SPACE, MUST BE REMOVED
Minimum automatic fee of \$75 will be charged for NOT removing balloon garland,
vomit, trash, décor, food/beverages, parking lot trash.

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?

If you really don't want to clean YOU CAN PRE-ARRANGE additional cleaning for \$175
We will clean the entire space. HOWEVER, this MUST BE BOOKED at time of booking. *No exceptions.

VENDORS, SUPPLIES, ETC.

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.**

We supply 6 / 6ft tables + 1 / 4ft table + 45 black chairs

VENDORS:

If you require additional tables, such as high tops, pipe & drape, etc., we have a dependable company we can recommend.
We also have a decor, balloon, photo booth, floral, and catering vendor recommendations as well.

ASSEMBLY RENTS PLATES, GLASSWARE, SILVERWARE, PLATTERS, STANDS. PLEASE INQUIRE.

THANK YOU FOR RENTING WITH ASSEMBLY!

You made it through this long long contract, whew!

We want you to have a great event.
If we can do anything to assist in making this happen, let us know!

Best,
Shakti Baum
Owner/Operator

THIS IS A BINDING AGREEMENT BY SIGNING YOU AGREE TO THE FOLLOWING ITEMS:

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 NEGLECT 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.

ASSEMBLY EVENT SPACE, LLC