

The Offices at 404 ~ Warehouse

404 E Main Street

Bellville, TX 77418

This contract defines the terms and conditions under which **The Offices at 404, LLC**, (hereinafter referred to as *The Offices*), and _____ (hereinafter referred to as *the Customer*) agree to the Customer's use of The Offices facilities on _____ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by The Offices at 404, LLC and the Customer.

Customer Information

Customer Name(s): _____

Address: _____

Phone: _____ Email Address: _____

Proposed Event: _____ Approximate Number of Guests: _____

Date of Event: _____ # Hours Requesting: _____ Time of Event (start / end): _____

The venue above has been reserved for you for the date and time stipulated. You may set up early if there is nothing scheduled, please check with The Offices to determine how early you may come. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your employees, guests, invitees, agents, or sub-contractors resulting from your use of The Offices.

Rental Payment Agreement

The total cost for use of The Offices and its facilities described in this contract is listed below. To reserve services on the time(s) and date(s) requested, The Offices requires this contract be signed by the Customer and payment in full at time of booking. **Rental pricing is \$100 per hour.** Payment should be made by cash or check made payable to **The Offices at 404, LLC**.

Rental: # Hours: _____ x \$100 = Amount Due: \$ _____

Additional Services Linens: Black +\$25.00 _____ Colored & White +\$50.00 _____
Cleaning Fee: +\$150.00 (Y/ N) _____

TOTAL Due: \$ _____

Payment Method: _____ Amount Paid: \$ _____ Date Paid: _____

All checks should be made payable to:

The Offices at 404, LLC

Please return signed rental agreement, all attachments and payment to:

The Offices at 404

404 E. Main Street

Bellville, Texas 77418

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of the signed contract and payment.

Date Changes and Cancellation Policy

1. Changes: In the unlikely event the Customer is required to change the date of the event, every effort will be made by The Offices to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including, but not limited to, any payment and fees that are non-refundable and non-transferable are the sole responsibility of the Customer. The Customer further understands that last minute changes can impact the quality of the event and that The Offices is not responsible for these compromises in quality.
2. Cancellation: In the event the Customer cancels the event, the Customer shall notify The Offices immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.
 - A. In the event the Customer cancels the event less than six (6) months but more than three (3) months prior to the event, the Customer shall forfeit to The Offices as liquidated damages fifty percent (50 %) of the rental fee.
 - B. In the event the Customer cancels the event less than three (3) months prior to the event, the Customer shall forfeit to The Offices as liquidated damages the entire rental fee.

CONDITIONS of USE

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings. At the conclusion of the event, the rental space must be cleaned and returned to the condition in which it was found. The Customer is responsible for the removal of all decorations and trash from the property or placed in a dumpster provided on site, unless agreed upon beforehand and cleaning fee paid for The Offices to clean.

EVENT SET-UP LIMITATIONS

1. All property belonging to the Customer, the Customer's employees, guests, invitees, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. The Customer is ultimately responsible for property belonging to the Customer's employees, guests, invitees, agents and sub-contractors.
2. Alcohol service must stop no later than 12:00 AM (or a maximum of 5-hours if occurring sooner).
3. Music (DJ or live music) must stop no later than 12:00 AM
4. All guests must be off The Offices' premises no later than midnight the day of the event (except clean-up crew, with all clean-up to be done by 1:00 AM).

SITE VENDORS

Caterers: Your catering company is responsible for the set-up, break-down and clean-up of the catered site, and you are responsible for any vendors you bring in. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.

1. All event trash must be disposed of in the designated areas at the conclusion of the event.
2. All vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them.

RESPONSIBILITY AND SECURITY

The Offices does not accept any responsibility for damage to or loss of any articles or property left at The Offices prior to, during or after the event. The Customer agrees to be responsible for any damage done to The Offices Complex the Customer, the Customer's employees, guests, invitees, agents and sub-contractors, or others under the Customer's control. Further, The Offices shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer, or any of the Customer's employees, guests, invitees, agents and sub-contractors, or other agents from any accident or casualty occasioned by the failure of the Customer to maintain the premises in a safe condition or arising from any other cause. The Customer, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against The Offices for any such loss, damage, or injury of claims, and hereby agrees to indemnify and hold The Offices free and harmless from all liability of any such loss, damage or injury, and from all costs and expenses arising there from, including but not limited to attorney fees.

EXCUSE OF PERFORMANCE (Force Majeure)

The performance of this agreement by The Offices is subject to acts of God, war, government regulations or advisory, disaster, fire, accident, or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of The Offices. Should the event be cancelled through a Force Majeure event, all fees paid by the Customer to The Offices will be returned to the Customer within thirty (30) days or The Offices will allow the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

INDEMNITY

The Customer agrees to indemnify and hold harmless The Offices, officers, staff, and agents working on its behalf, from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of the Customer, and the Customer's employees, guests, invitees, agents and sub-contractors, or other agents.

SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

INSURANCE

The Offices shall carry liability and other insurance in such dollar amount as deemed necessary by The Offices to protect itself against any claims arising from any officially scheduled activities during the event/program period(s).

CLEAN-UP

Customer shall be responsible for returning The Offices to the condition in which it was provided to them, unless it is agreed upon beforehand that The Offices will clean, and that fee is paid prior to the event. All property belonging to the Customer, the Customer's employees, guests, invitees, agents and sub-contractors, or other agents, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by The Offices at The Offices cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. The Offices is not responsible for any property left behind by the Customer, the Customer's employees, guests, invitees, agents and sub-contractors, or other agents. The Customer is responsible for any and all damages to The Offices and surrounding site. It is the Customer's responsibility to remove all decorations and return The Offices to the condition in which it was received.

RESERVATION OF RIGHTS

The Offices reserves the right to cancel agreements for non-payment or for non-compliance with any of the **Rules and Conditions of Usage** set forth in the Agreement. The rights of The Offices as set-forth in this Agreement are in addition to any rights or remedies which may be available to The Offices at law or equity.

JURISDICTION

The Parties agree that this Agreement will be governed by the laws of the State of Texas. The Parties consent to the exclusive jurisdiction of and venue in either the City of Bellville court or the Court of Common Pleas of Austin County, Texas and the parties expressly consent to personal jurisdiction and venue in said Court. The Customer agrees to pay reasonable attorney’s fees incurred by The Offices associated with any breach of this Agreement.

ALCOHOLIC BEVERAGES

The Offices will not pick up or sell any alcoholic beverages. It is understood and agreed that the Customer may serve beverages containing alcohol (including but not limit to beer, wine, champagne, mixed drinks with liquor, etc., by way of example) hereinafter referred to as “Alcohol”, upon the following terms and conditions:

1. Customer to purchase one day event liability policy with host liquor coverage, The Offices named as an additional insured, and a waiver of subrogation. Documentation to be provided no less than 7 days prior to the scheduled event or this contract will be null and void and the amount paid will be retained by The Offices as liquidated damages.
2. Under NO circumstances shall the Customer sell or attempt to sell any Alcohol to anyone.
3. Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
4. The Customer hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
5. The Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for every person in attendance at the Customer’s function or event.

RESERVATION PROCESS

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of The Offices, and for the contract to be binding.

The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Customer _____	The Offices _____
(Signature)	(Date)
(Signature)	(Date)

Customer Requests for Set-Up:

Mobile Bar Placement: _____

Mobile Cabinet Placement: _____

_____ Round Tables Placement: _____

_____ Chairs at each table

_____ Rectangle Serving Tables Placement: _____

_____ Cocktail Tables Placement: _____

_____ Black Fitted Cocktail Tablecloths

_____ Black Round Tablecloths

_____ Black Rectangle Tablecloths

_____ Black Napkins

_____ White Fitted Cocktail Tablecloths

_____ White Round Tablecloths

_____ White Rectangle Tablecloths

_____ White Napkins

_____ Round Tablecloths (Additional Options: Gold, Silver, Pink, Blue, and Red)

_____ Rectangle Tablecloths (Additional Options: Gold, Silver, Pink, Blue, and Red)

_____ Napkins (Additional Options: Gold, Pink, Red, and Green)

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RULES AND CONDITIONS FOR USAGE

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use.

CHILDREN: Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand The Rules.

COURTESY PROTOCOL: The Offices reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

DECORATIONS: The only adhesive material allowed on the walls is drafting tape which will not damage surfaces. No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decorations must be freestanding. Nails and staples are not permitted at all. All adhesive must be removed.

EVENT ENDING TIME: All events must end by 12:00 AM to comply with County sound ordinances and in order to allow for clean-up and closure of the site by 1:00 AM.

GARBAGE DISPOSAL: Trash disposal is your responsibility. Immediately following the event, please take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. Trash may be placed into The Offices trash cans in the back between us and Cilento Lindo.

GUESTS: Please keep in mind when inviting guests to your event that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible, and respectful manner.

PARKING: Parking is in the front of and on the west side of the building, and in the gravel parking lot at 400 E Palm St.

PETS: Sorry, absolutely no pets allowed.

SIGNAGE: You may post your group’s sign or hang balloons at the front entrance on Main Street, but please do NOT attach anything to or cover up our building.

SMOKING: The Offices is a non-smoking facility, including vaping. Please use side road or alley for smoking & vape