



14875 West State Highway 279
Liberty Hill, TX 78642
512.548.6533
www.LHEventCenter.com

Liberty Hill Learning and Event Center Event Space Rental Agreement and Contract

Event Name: _____ EventDate: _____

Event Set Up time: _____ Start time: _____ End time: _____ Clean up time _____

Client/ Company: _____

Address: _____ City: _____ State: ____ Zip: _____

Contact: _____ Phone: _____ Email: _____

Conditions and Responsibility of Renter

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping the Liberty Hill Learning and Event Center a well maintained and safe location for future use.

Deposit/Rental Fees

A signed contract and date-hold deposit in the amount equal to ½ of your total Event Center *rental* cost must be received to reserve your date(s) and time(s). The balance of your space rental fee including maintenance and/or trash fees as well as miscellaneous costs, such as BBQ outdoor kitchen, dance floor, etc. are due thirty (30) days prior to your event. Any additional costs that arise will be due within two (2) days or 48 hours of your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

Event Rental Time

All event space rental time is based on 1 hour blocks (2 hours minimum). Events are scheduled to include set up, take down and clean up. Any extended time your event is occupying the space will be charged accordingly. Extending the event time may not occur during the event due to events following. Please make sure to include adequate time for set-up and clean-up time to your calculation when setting your reservation. On a case by case basis, when available, extra time may be added prior to 48 hours before your event.

Insurance

Special event center Liability insurance may be required depending on the type and nature of your event. If required, proof of insurance will be due 10 days prior to your event. Insurance will be mandatory at all events that alcohol is served. The insurance must, at renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring the Liberty Hill Learning and Event Center and TH Gillespie Family LLC employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single

limit liability of not less than \$1 million, and general aggregate liability of not less than \$2 million. TH Gillespie Family LLC shall be named as an additional insured of said policy.

If alcohol is to be served please make sure that the policy includes Host Liquor Liability coverage to protect you against alcohol- related accidents, as you are ultimately liable for the safety of your guests. Established catering services may use their license and insurance to cover this.

Any caterers and/or outside vendors, companies, and/or institutions MUST provide a copy of their certificate of insurance and catering License to the Liberty Hill Learning and Event Center naming the Liberty Hill Learning and Event Center and TH Gillespie Family LLC as stated, and will be delivered at least one month prior to the event.

Liability

Renter agrees to indemnify, defend, and hold the Liberty Hill Learning and Event Center and TH Gillespie Family LLC, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages at Liberty Hill Learning and Event Center and TH Gillespie Family LLC.

In the event Liberty Hill Learning and Event Center and TH Gillespie Family LLC, building owners, officers, of employees and/or agents, are required to le any action in court in order to enforce any provisions of this agreement, renter agrees to pay Liberty Hill Learning and Event Center and TH Gillespie Family LLC, its officers, landlord, building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Liberty Hill Learning and Event Center and TH Gillespie Family LLC, including all collection expenses and interest due.

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Capacity

85 Assembly (Chairs only)

54-60 Classroom (Tables and Chairs)

Site Decoration

The Liberty Hill Learning and Event Center wants to make every event here a special and welcome experience. Therefore, every effort will be made to allow the renters to prepare decorations for their creative requirements. No nails, screws, staples or penetrating items are to be used on our walls or doors. NO glitter or foil (non-paper) confetti is allowed on site. Only low tack tape is allowed on our doors and wall. Any damage will be charged after your event.

Conduct

There is absolutely no drug use or smoking of any kind tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. During underage events, such as school dances, one adult per every six minors must be present at all times per Texas law. Additionally, our policy is that once underage individuals leave the event, they may not return and must not be on the property, such as the parking lot. Once admitted to the event they are not allowed to leave premises and then return to the event. Conduct deemed disorderly at the sole discretion of Liberty Hill Learning and Event Center and TH Gillespie Family LLC staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases NO refund of the event costs shall be made. The renter must arrive at

the scheduled start time. At no time during the rental period may the event center be abandoned by the renter. The renter must stay on site the entire time or we will assume your event has ended and the facility will be locked with no re-entry or reimbursement.

Live Music/DJs/Noise

The Liberty Hill Learning and Event Center encourages music and lots of dancing! However, please be aware that the premises are located near residential units and therefore neighborhood noise regulations do apply. If a renter's event creates a disturbance due to high noise volume, The Liberty Hill Learning and Event manager has full authority to ask the renter, Dj or live music presenter to turn the entertainment down and/or off. If repeated disturbances are created, at Liberty Hill Learning and Event Center and TH Gillespie Family LLC discretion, renter(s) may be expelled from the premises or the offending noise will be ended. In the event of disturbances to the point of expulsion, no portion of the event costs will be refunded to renter.

Loud music must end by 10 p.m. during weeknights (Monday thru Thursday) and by midnight on weekends (Friday and Saturday). Additional time can easily be added provided the volume is modest and it cannot be heard beyond the boundaries of the property or by immediate neighbors.

Alcohol

You are welcome to bring in your own alcohol. If alcohol will be served throughout the night, a licensed police officer is required (at renter's expense) from when alcohol starts to be consumed until the alcohol leaves the property. If you are only doing a toast, no security or bartender is required. A TABC licensed bartender is also required unless your caterer is providing the alcohol. You may use someone you know or a company from our preferred vendor list. Renter is responsible for arranging the TABC licensed bartender at their expense.

Cancellation

A non-refundable deposit is required to secure the date. Unless prior arrangements have been made, Liberty Hill Learning and Event Center must receive a 30 day written notice of cancellation or all space rental fees are due in full.

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LOAD-IN/LOAD-OUT AND STORAGE

All load-ins and load-outs must take place within the designated time frame given by Liberty Hill Learning and Event Center. If there is an event prior to yours a timed delivery will be required. Liberty Hill Learning and Event Center is not responsible for checking in or handling any items brought into the venue by rental companies. All external items must be checked in and signed for by the client or client's representative. All excess material (such as bubble wrap, boxes, hangers, plastic, etc.) created by deliveries must be removed and disposed of by the rental company, client, or client's representative.

Cleaning, Trash and Equipment Removal

Liberty Hill Learning and Event Center will be in a clean condition prior to your event. You are expected to leave the space in the same clean condition in which it was found. Your event time should be reserved to include set up, take down, and clean up. A maintenance fee of \$75 will be included for all events that include food and beverages and will be charged in your final payment thirty (30) days prior to your scheduled event.

For all events: After a thorough inspection of the space is completed following your event, an additional charge of \$150 clean up fee may be assessed if there is further clean up that is required by Event Center staff. This includes but is not limited to, remaining trash from the event not placed

inside the dumpster, mopping, cleaning of hard surfaces, disposing of trash containing diapers, sanitary napkins, vomit, bodily fluids of any kind etc. No trash should remain in any trash receptacle within the event area, including the outdoor kitchen, kitchenette, bathrooms, and main area. Trash bags are provided.

In the event of bodily fluids remaining on surfaces or items left in trash, a hazardous waste fee of \$100 will be assessed due to the special cleaning procedures that must be performed. This includes soiled diapers, feminine products, vomit, etc.

A \$35 trash fee will be included in your final payment thirty (30) days prior to your scheduled event. This fee is for the utilization of the private dumpster for all your trash. You are required to dispose of your trash in the dumpster provided. Any trash left for Event Center staff to clean up, will assess an additional \$150 cleaning up fee (see previous statement regarding all events).

Any additional fees will be charged to the credit card on file within 48 hours following your event. You will be notified prior to any charges to your credit card if additional fees apply.

CITY, COUNTY, STATE AND FEDERAL LAWS

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal act on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. Liberty Hill Learning and Event Center reserves the right, in its exclusive discretion, to expel anyone who in its judgment is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Liberty Hill Learning and Event Center or the safety of its staff, guests, or building contents.

ENTRY AND EXIT

Renter agrees that Liberty Hill Learning and Event Center and TH Gillespie Family LLC staff may enter and exit premises during the course of the event. A representative of Liberty Hill Learning and Event Center may be on site during your entire event and will be checking periodically with the responsible parties to ensure everything is running smoothly. (If not on site, a representative will be immediately available by phone.) We will also be checking the bathroom, the overall premises, replenishing hand towels and toilet paper, and will be available for questions or to respond to needs or issues that may arise at any time.

Contact/Renter Initials: _____ **Date:** _____

CREDIT CARD PAYMENT AUTHORIZATION FORM

Liberty Hill Learning and Event Center requires a credit card to be on file during the entirety of your event rental. Please complete and sign this form to authorize Liberty Hill Learning and Event Center and TH Gillespie Family LLC to make a debit(s) to your credit card listed below. Once complete, please email to **events@lheventcenter.com**.

By signing this form you give Liberty Hill Learning and Event Center and TH Gillespie Family LLC permission to debit your account as indicated below.

This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW:

I _____ authorize Liberty Hill Learning and Event Center and TH Gillespie Family LLC to immediately charge my credit account a date-hold deposit.

Note: date-hold deposits are non-refundable.

This payment is for my event on _____

Additionally, I authorize Liberty Hill Learning and Event Center and TH Gillespie Family LLC to immediately charge my credit account the space rental fees **balance** including maintenance and/or trash fees as well as miscellaneous costs, such as BBQ Outdoor Kitchen, dance floor, etc. that are due **thirty (30) days prior** to my event. I also understand that any additional costs that arise will be charged to the card listed below within two (2) days or 48 hours of my event.

You may use an alternative payment method (check, additional credit card, cash) for the space rental fees balance, bar costs, catering, equipment, furniture, and/or miscellaneous, etc. costs.

Please note that if you choose to use an alternative form of payment, payment time frame remains the same. If the alternative method of payment has not been received by the due date the original credit card will be charged.

Billing Address _____ City _____ State _____ Zip _____

Billing Phone _____ Email _____

Account Type: Visa MasterCard AMEX Discover

Cardholder Name _____

Credit Card/Debit Card Account Number _____

Expiration Date _____ (dd/YY) CVV2 Number _____ (3 digit number on back of Visa/MasterCard or 4 digits on front of AMEX)

SIGNATURE _____ DATE _____

I authorize Liberty Hill Learning and Event Center and TH Gillespie Family LLC to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of this 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.