

The Filter Building on White Rock Lake Facility Rental Agreement

*White Rock Boathouse, Inc.
P.O. Box 140935
Dallas, Texas
75214-0935*

This Facility Rental Agreement is made between White Rock Boathouse, Inc. (dba The Filter Building on White Rock Lake), hereinafter referred to as "WRB", and

Herein after referred to as "Guest".

1. **Rental.** WRB hereby rents to Guest the ground floor, second floor and adjacent parking lot located to the north of The Filter Building, specifically agreed to below (under "Additional Notes or Provisions"), located at 2810B White Rock Road, Dallas, Texas 75214, and collectively referred to herein as the "Facility." The second floor is included in this agreement.

2. **Term of Rental.** The rental shall begin on the Event Start Date and Event Start Time and terminate on the Event End Date and Event End Time stated below. The Term of Rental includes set ups for vendors, vendor deliveries, event time, break down and clean up - **A total of 8 hours.** In accordance with Dallas City Ordinance, all events must end no later than 12:00 midnight. (12-1am clean up)

Event Start Date: _____ Event End Date: _____

Event Start Time: _____ Event End Time: _____

Set up Start Time (including all vendor deliveries): _____

Break down End Time: _____

3. **Purpose and Use.** The purpose of the rental shall be as follows:

Event Description: _____

Number of Guests: _____
(200 people is the building's capacity)

The Facility shall be used and occupied only for the purpose of the event as described above and reasonably related thereto.

4. **Deposit, Rental Rate and Payment Terms.** The deposit, rental rate and other fee amounts are as follows:

a. Rental rate _____	Extra hours _____
Furniture rental _____	Photo session _____
Tent fee _____	Extra Security _____

TOTAL _____

b. A **\$500** deposit is required if your event date is 12 months or under from the agreement sign up date. If the event date is scheduled for over 12 months from the agreement sign up date then the deposit is one half of the rental fee.

The deposit can be applied to the final payment. *If any damages occur or the clean up policies are not followed, the guest will be charged.*

c. Payment Terms. Full rental fee is due and payable in **thirty days** before the event or upon reservation if less than thirty days.

The Filter Building reserves the right to cancel your event if payments are not received by the dates listed above. In the event WRB cancels the event for nonpayment of any installment, Guest forfeits the deposit.

d. Moving dates – the guest is allowed one date change for no charge within 60 days of the deposit down payment. All date changes are subject to availability.

5. Cancellation Policy. If Guest cancels the event *sixty days or less* after the deposit is received, the guest will be refunded all but a \$50.00 processing fee.

If the guest cancels the event *sixty-one days or more* after the deposit is received, there is **NO refund**.

If the event is reserved *within 60 days or less* then the deposit is not refunded.

6. Food Service. WRB Guest can choose a caterer from our “**Recommended Caterer List**” or select a caterer of their choice. *If Guest contracts with an outside caterer than an additional \$200 fee will be charged.* Guest is responsible for contracting with your caterer to provide adequate personnel for set up, serving, bussing and clean up. Approved caterers are required to adhere to Facility’s Catering Procedures and Break down Checklist. If the Approved Caterer fails to adhere to this checklist, assessments shall be made for failure to clean the Facility properly, and deducted from the Guest’s deposit. Approved caterers must have current Certificates of Insurance on file with The Filter Building. If Guest’s caterer fails to comply with required regulations prior to an event, such failure will be grounds for cancellation of the event.

7. Alcoholic Beverage Service Options. Turnkey bar services (setting up the bar and serving drinks) may be fully contracted to one of our “Recommended Caterers” or Guest may provide alcohol to their contracted caterer. **Self service of alcohol is not allowed.**

8. Alcoholic Beverage Service Rules. The following rules are applicable to all alcoholic beverage services:

a. All servers must be in compliance with all applicable laws. TABC certificates must be provided to The Filter Building two weeks prior to the Event Start Date.

9. Alterations or Decorations. Guest cannot alter, remove or add anything that affects walls, floors, light fixtures, furniture or any personal property of the Facility. Rose petals and birdseed may not be thrown inside the building. No balloons.

10. Security. The Filter Building requires the presence of an off-duty Dallas police officer at all events taking place in the evening, events with 50 or more people, or any event where alcohol is served. **The rental rate includes 4 hours of security. Additional security is \$40.00 per hour payable with the final payment.** Guest agrees that The Filter Building may select the police officer(s) to be present at the Guest’s event. The designated officer’s word is final in all matters concerning security

or decisions to terminate a function for any reason including but not limited to excessive noise, rowdiness, or intoxication. The police officer has complete authority to have a guest removed for good cause.

11. Entertainment. Guest may contract with any DJ or band. Your vendor must adhere to the Facility's entertainment policies outlined herein. Outside music is not permitted after 11:00pm, and in accordance with Dallas City Ordinance requirements, cannot exceed a 65-decibel level beyond the Facility's grounds at any time. Inside music is permitted until 11:30pm, and must adhere to OSHA standards regarding volume. However, doors around the Facility's perimeter must remain closed to contain sound. The Filter Building reserves the right to stop the music completely if the Guest, DJ or band fails to comply with these rules.

12. Parking. The Rental Rate includes use of the Facility's exclusive parking lot located outside the west entrance of the building. However, the public parking lot must remain open for use by the public. For events with 120 or more guests, Valet services are required.

13. Waiver Provisions. Upon executing this Facility Rental Agreement, Guest agrees to the following provisions.

a. The Filter Building is only responsible for the rental of the Facility as described in Paragraph 1 above. The Filter Building accepts no responsibility for any food, alcohol or other beverage service provided by an approved caterer. Guest does hereby indemnify and hold harmless The Filter Building on White Rock Lake, White Rock Boat House Inc., and any of its agents or employees, against any liability, loss, claim, demand, or suit arising out of or relating in any way to Guest's rental of the Facility, Guest's activities at or around the Facility, or the Guest's contracting for the service of food, alcohol or other beverages at the Facility.

b. The Filter Building does not accept responsibility for the damage and/or loss of equipment and supplies during shipment or while being used at the facility. Storage of equipment and supplies prior to the Set up Start Time indicated in Paragraph 2. Above is prohibited.

c. Guest **is** responsible for any damage caused by event participants. Damages, breakage or loss of any items in the building will be assessed and deducted from the Guest's deposit. In the event any damage, breakage, or loss exceeds the amount of Guest's deposit, Guest agrees to fully compensate The Filter Building within ten (10) business days of receipt of notice from The Filter Building setting forth the amount due.

d. The guest has inspected the premises and accepts as being suitable for the guest's event.

14. Assignment. This Facility Rental Agreement may not be assigned or transferred by Guest without the express written consent of The Filter Building.

15. Attorney's Fees. If, on account of any breach or default by The Filter Building or Guest of their respective obligations under the Facility Rental Agreement, or because of any claim arising out of or relating to Guest's rental and/or use of The Filter Building, it shall become necessary for the other to employ an attorney, the prevailing party shall be entitled to recover its reasonable attorney's fees, expenses and costs of court incurred in such litigation.

16. Force Majeure. This contract will terminate without liability to either party if substantial performance of WRB's obligation is prevented by a cause reasonably beyond that WRB's control. Such causes shall include, but are not limited to, acts of God, regulations or orders of governmental authorities, fire, flood or explosion, war, disaster, civil disorder, strikes, lockouts, curtailment of transportation facilities, or threat thereof; or other emergency making it illegal or otherwise impossible to provide the Facility to hold the event.

Date _____

PRINTED NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

HOME PHONE: _____

WORK PHONE: _____

CELL PHONE: _____

EMAIL: _____

ADDITIONAL CONTACT: _____ Relationship _____

PHONE: _____

Office use only

Date deposit received _____

Amount/Ck # _____

Received by _____