

EVENT RENTAL RENTAL AGREEMENT



VENUE INFORMATION

Town Square NW Austin
13450 Research Blvd. Unit 106
Austin, TX 78750

Capacity: 300

Website: www.townsquare.net

Contact: Elinore R. Han **Phone:** 512.375.4328 **Email:** erhan@townsquare.net

Pricing based on up to 4-hour event after 6PM on weekdays and flexible times on weekends and includes:

- 30-minute pre-event access for planning/ coordination.
- Manager on Duty during event.
- Tables, chairs, and A/V, depending on rooms selected.

Rental Rates:

- \$2,000/ event for Glenner Park (includes Servery). Guests: 125 standing or 80-100 seated @ tables.
- \$1,000/ event for Movie Theater (includes Servery). Guests: 50 seated.
- \$750/ event for Rosie's Diner (includes Servery). Guests: 36 seated @ tables.
- \$500/ event each for Craft Corner, Garden Shop: 36 seated @ tables/ each room
- \$300/ event each for Library, Recreation Room, Spinner's Music. Guests: 20 seated @ tables/ each room

Package: \$3,500/ event for Glenner Park, Movie Theater and Rosie's Diner (includes Servery area). Add: \$100/ event for each additional activity room.

Requested Storefronts

- | | | |
|--|---------------------------------------|--|
| <input type="checkbox"/> Glenner Park | <input type="checkbox"/> Craft Corner | <input type="checkbox"/> Recreation Room |
| <input type="checkbox"/> Movie Theater | <input type="checkbox"/> Garden Shop | <input type="checkbox"/> Spinner's Music |
| <input type="checkbox"/> Rosie's Diner | <input type="checkbox"/> Library | <input type="checkbox"/> Garden Shop |

Terms and conditions include:

- Minimum damage deposit amount based on rooms selected.
- Additional cleaning fee based on rooms selected.
- Maximum capacities enforced.
- Event planning, catering, decoration, and entertainment referrals upon request.

RENTER INFORMATION

Contact Name: _____
 Email: _____ Phone: _____
 Address: _____

Additional Contact

Contact Name: _____
 Email: _____ Phone: _____
 Address: _____

EVENT INFORMATION

Event Date: _____ Type of Event: _____
 Event Times: *Setup Time:* _____ *Event Start Time:* _____ *Event End Time:* _____ *Event Finish:* _____
 Event Description: _____

Event Attendance: _____ Event Vendor List Attached

PAYMENT

TOTAL DUE: _____ DEPOSIT AMOUNT: _____ DEPOSIT RECEIVED
 CREDIT CARD INFORMATION: VISA MC AMEX DISCOVER OTHER
 Card Holder Name: _____ Card Number: _____
 Expiration Date: _____ CVC: _____

AGREEMENT TERMS

The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter agree to the terms in this Agreement.

1. **Permitted Use.** Town Square, hereby grants Renter a license to use that portion of the premises at 13450 Research Blvd., Unit 106, Austin, TX 78750 that is specified in the Venue Information portion of this Agreement (the “Facility”) for the event described in the Event Information portion of this Agreement (the “Event”) on the date and time set forth in the Event Information portion of this Agreement (the “Event Date”).

2. **Deposit.** Renter shall pay a deposit in the amount of \$ _____ within ___ days of Town Square’s signing of this Agreement. The remaining balance of the Rental Fees shall be paid thirty (30) days prior to the Event Date. Subject to Section 8 below, the deposit shall be non-refundable.

3. **Rental Fees.** Renter shall pay Town Square the rental fees as indicated in the Venue Information portion of the Agreement.

4. “As-Is” Condition. Renter agrees to accept the Facility in its “as-is” condition “with all faults.”

5. Insurance. Renter shall, at its sole cost and expense, procure and maintain a policy of commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, \$3,000,000 in the annual aggregate. Renter shall deliver to Town Square duly executed certificates of insurance prior to the Event. Town Square shall not at any time be liable for damage or injury to persons or property in or upon the Facility. If alcohol is served at the Event your insurance must also include liquor liability coverage. All of Renter’s vendors shall maintain their own general liability insurance and shall provide proof of coverage to Town Square in advance of the Event Date.

6. Indemnification. Renter shall indemnify, defend and save harmless Town Square, its landlord, building owners, officers, directors, shareholders, agents and employees from and against any and all loss, cost (including reasonable attorney’s fees), damage, expense and liability in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of rental and/or use of the Facility. This indemnity shall survive the termination of this Agreement. Renter hereby releases Town Square from any and all liability or responsibility to Renter or anyone claiming through Renter by way of subrogation or otherwise for any loss or damage to equipment or property of Renter covered by any insurance then in force. The Renter hereby releases Town Square waives all claims for damages, loss of profits, or other compensation, unless such damage results in loss from the gross negligence or willful misconduct of Town Square.

7. Restoration. If any damage occurs to the Facility, or if any repairs or replacements need to be made to the Facility as a result of Renter’s rental of the Facility, Renter shall pay Town Square for any such damage, repairs, or replacements upon demand by Town Square.

8. Cancellation. Renter may cancel this Agreement at any time up to 30 days prior to the Event Date by providing written notice of such election to Town Square, at no cost to Renter. If Renter shall elect to so cancel this Agreement between 29 and 14 days prior to the Event Date, Renter will be charged 50% of the Rental Fees and any expenses incurred in good faith by Town Square in preparation for the Renter’s use of the Facility. For cancellation 13 days or less prior to the Event Date, Renter shall pay 100% of the Rental Fees and any expenses incurred by Town Square.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal actions, claims or demands arising out of this Agreement shall be filed in a court of competent jurisdiction within Williamson County, State of Texas.

10. Sponsorship. The Renter shall not use the Town Square name or logo as sponsor of the Renter’s activities without the express written permission of Town Square. The Renter may use the Town Square name to identify the location of the Event.

11. Restrictions. Town Square may, at its sole discretion, impose restrictions on the Renter’s activities, services provided, products used, consumed, or displayed, items for sale, promotional materials, or

any other aspects of the rental. The number of guests at the Event may not exceed any capacity limits as provided for by law. Neither the Renter, nor any of the attendees of the Event shall have in their possession, display, or offer for sale or give away any type of weapon, explosive, illegal or illicit products or services controlled by federal, state, or municipal licenses, or products or services deemed by Town Square to be inappropriate. If alcohol is to be served at the Event, you must be pre-approval in writing by Town Square for serving alcohol and ensure that servers are Texas Alcoholic Beverage Commission certified. No animals are permitted at the Facility except for service animals.

12. Signage and Décor. No signage and décor will be affixed to the Facility with nails, screws, staple guns, or adhesives. All banners, signs, and decorations can only be mounted, hung, or attached in such a way as to not cause any residual damage and must be removed immediately following the Event. Decorations may not be flammable and no confetti is permitted. If any repairs need to be made to the Facility as a result of Renter's noncompliance to this term, Renter shall pay Town Square for any such damage, repairs, or replacements upon demand by Town Square.

13. Conduct. There is absolutely no drug use or smoking of any kind tolerated at the Facility or within twenty-five feet of the Facility building. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and its guests shall use the Facility in a considerate manner at all times. Town Square reserves the right to remove from the Facility any boisterous or disruptive persons. Any sound levels from musical instruments or recorded music will be kept to a reasonable level.

14. Force Majeure. Town Square may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented, or rendered impractical by any of the following circumstances to the extent that such event is beyond the reasonable control of Town Square: fire, flood, riot, earthquake, civil commotion, insurrection, Act of God, labor disputes, strikes, war, shortage of or inability to obtain materials, supplies or utilities, act of terrorism, or any law, ordinance, rule or regulation. In any such event, Town Square shall not be liable to the Renter for delay or failure to perform its obligations, except in the case of cancellation due to a force majeure event, Town Square shall return any deposit to the Renter that has previously been paid. Due to COVID-19, your guest count can be subject to change based on all City, County, State, Federal, and or governmental rules and regulations with or without advance notice.

15. Minors. When persons under 18 years of age are to be present during the intended use of the Facility, the Renter shall ensure that sufficient adult supervision is present at all times to supervise and protect the minors.

16. Cleaning, Trash, and Equipment Removal. The Facility shall be in a clean condition prior to Renter's Event. Within two (2) hours following the Event, the Renter is required to return the Facility to the same clean condition in which it was provided. A cleaning fee may apply as indicated in the Rental Fees portion of this Agreement. All of Renter's equipment must be removed immediately following the Event.

17. Entry and Exit. Renter agrees that Town Square staff may enter and exit the Facility during the course of the Event. A representative of Town Square will be available during your entire Event and may be checking periodically with the responsible parties.

18. Applicable Laws. Renter agrees to comply with all applicable city, county, state and federal laws and shall conduct no illegal act on the premises of the Facility. Renter shall obtain all necessary government permits required for the Event no later than thirty (30) days before the Event Date. Renter may not serve alcohol to minors at the Facility at any time. Renter agrees to ensure alcoholic beverages are consumed in a responsible manner, if applicable. Town Square 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 or insurability of Town Square or the safety of its staff, guests, or building contents.

Agreed to on the date set forth above.

Renter Signature

Printer Name

Date

Town Square

Printed Name

Date

SEVERY ADDENDUM

- All food must be fully catered. There is absolutely no cooking or food preparation allowed.
- All food trays, food service equipment, pots, pans, serving utensils (with the exception of random serving spoon that falls to the floor and needs to be cleaned), etc. brought in by the caterer shall not be washed on the premises. They must be removed for cleaning at the caterer's commissary kitchen.
- All dishes and utensils used by customers/ guests/ members must be of the disposable variety unless procured through a caterer/ party rental vendor and removed for cleaning at the caterer/ vendor's kitchen.
- Hand sinks are not prep sinks or dump sinks. They are for hand washing only.
- There shall be no food preparation conducted in the 2-compartment sink by a caterer or any mobile food vendor allowed to be on the premises.