

Houston Heights Woman's Club
1846 Harvard Street
P.O. Box 7782
Houston, Texas 77270-7782

Anna Gay
Rental Manager
(713) 530-5860 (C)

AGREEMENT FOR USE OF HHWC CLUBHOUSE

In consideration of the applicable fee described below, _____ ("User"),
of _____ (address)
requests the use of the Houston Heights Woman's Club ("HHWC") building, located at 1846 Harvard St.,
on _____, 2019, from _____ am to _____ pm. (X Hours)
Approximate attendance is XX persons. (Occupancy limit is 80 persons.) User setup/decorating and
cleanup/teardown must be performed within the times stated above. Clubhouse must be returned to
original configuration. The building will be used for the following specific purpose:

_____ .

Said usage shall include the following:

FURNITURE/ EQUIPMENT ELEMENTS

(6) Round Table(s) pre-set with (8) chairs each, three along each side of the room.

(1) Buffet Table(s) pre-set at the front of the stage.

User may arrange other miscellaneous furnishings as required.

User may use oven for warming outside food.

User may use dishwasher for cleaning outside dishes.

Piano is NOT included in the rental and may not be moved.

PAYMENT TERMS: Contract price for the above usage is \$ _____. Initial Payment of 100% of contract price payable *upon acceptance of contract*. An additional refundable SECURITY DEPOSIT FEE in the amount of \$250.00 is payable *upon acceptance of contract*. **Total amount due at signing is \$ xxx.00**

This bid is open for 10 day(s) and must be accepted in writing by customer.

Rental Fee is due per above Payment Terms. All checks will be deposited upon presentation. Should "User" fail to execute contract during open bid period stated above, "HHWC" is free to advertise the reserved date as available.

A cancellation penalty will be prorated based upon the total rental fee and the length of notice given prior to the event. Penalties are listed as follows:

Less than 30 days prior to event	100% of the total rental fee is forfeited
Less than 60 days, but more than 30	75% of the total rental fee is forfeited
Less than 90 days, but more than 60	50% of the total rental fee is forfeited
Less than 120 days, but more than 90	30% of the total rental fee is forfeited
Less than 180 days, but more than 120	20% of the total rental fee is forfeited

More than 180 days

10% of the total rental fee is forfeited

User agrees to the following:

1. "User" agrees to pay "HHWC" on demand the cost of repairing or replacing any property, Real or Personal, damaged by any person/persons attending, or in any way participating in, the event for which the building was reserved.
2. "User" may not assign this Agreement in whole or in part and any attempt to do so directly or indirectly or by operation of law shall be void from its inception and of no force or effect. In the event of any such attempted assignment or should "User" in any transaction or any other nature, permit or attempt to permit anyone to occupy the building or any portion of the facility except as contemplated by this Agreement, HHWC shall have the right and option (but not the obligation) to cancel and terminate this Agreement at any time. Upon such cancellation or termination, "HHWC" shall be entitled to retain as a cancellation penalty the Security Deposit Fee in accordance with the terms of this Agreement.
3. "User" will not cause or permit any nails or other similar items to be driven into any portion of the building. No signs may be affixed to either the exterior or the interior of the building. No tape may be used to affix anything to the exterior or interior of the building. User may suspend a Banner only from the curtain rod above the stage and agrees to remove all string and/or hanging materials at cleanup. Total Banner Weight may not exceed 2-lbs. and any damage resulting from hanging said banner shall be subject to terms related to damages described in Item 1. Renter must supply own step ladder and may not use club chairs, piano bench or any other furniture for climbing. "HHWC" will not be held liable for falls. No changes, alterations (including the removal of artwork), repairs, painting or staining, or anything that might damage or change the finish or appearance of any part of the building or furnishings thereof. NO CONFETTI, GLITTER OR DECORATIONS WITH GLITTER OF ANY KIND ARE PERMITTED.
4. In connection with the use of the building, "User" shall comply with the rules and regulations of the HHWC, all laws, rules and regulations of the State of Texas (including laws regarding alcoholic beverages), and all ordinances, rules and regulations of the City of Houston and any other governmental authority having jurisdiction over the building and/other "User's" use of the building. It shall be the sole responsibility of "User" to determine and comply with all laws, ordinances, rules, regulations, orders, and restrictions regarding alcoholic beverages that may be applicable to "User's" use of the building. If alcohol is intended to be present, served or consumed during "User's" event, "User" shall either: (a) provide proof of a special event policy that expressly includes liquor liability in the form a certificate of insurance coverage from a valid carrier; OR (b) require the presence of a person certified by the Texas Alcohol Beverage Commission as having completed training in the service of alcoholic beverages. Such certificates must be presented prior to "User's" event.
5. Because THE HEIGHTS IS DRY, under NO circumstances may alcoholic beverages be sold to attendees. This includes alcoholic beverages in an entry fee that may be construed as sale. Positively NO beer kegs or drink dispensing machines allowed.

6. "User" understands that TRASH receptacles are for general use by HHWC only. "User" agrees to clean up and remove all trash and litter from the premises at the close of User's event. "User" shall leave the facility in a clean and neat condition. HHWC will inspect the facility for cleanup at the conclusion of the event. Any costs incurred by HHWC in cleaning up after "User's" event shall be at the "User's" expense and will result in partial or complete loss of Security Deposit. Any charges in excess of the Security Deposit will be billed to "User".
7. The HHWC retains the right, through its representatives to enter and remain at the Facility for any and all purposes, and at all times the Facility shall remain under the charge and control of the HHWC. The HHWC shall have the right at all times to eject from the facility any objectionable person or persons, and "User" hereby waives any and all claims against the HHWC as a result thereof.
8. "User" understands the Clubhouse is located in a residential neighborhood and agrees to *respect the needs and privacy of surrounding residents*. No events may proceed beyond 10:00 PM and no DJ or amplifiers may be used.
9. Parking is limited to the parking lot located behind the Clubhouse and to residential street parking in accordance with the City of Houston parking laws.
10. Rice or birdseed may NOT be thrown at weddings or events; only natural flowers and/or natural petals may be thrown on the grounds of the Facility.
11. Smoking is NOT permitted anywhere on the property and will lead to forfeiture of Security Deposit.
12. "USER" SHALL INDEMNIFY AND HOLD HARMLESS THE HHWC, ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL LOSSES, COSTS AND CLAIMS OF ANY KIND WHATSOEVER (COLLECTIVELY "CLAIMS") ARISING FROM OR INCIDENT TO "USER'S" USE OF THE FACILITY, INCLUDING CLAIMS RESULTING FROM NEGLIGENCE OF THE HHWC.
13. "User" understands that the HHWC is not responsible for items left at the Facility after the event.
14. "User" shall be solely responsible for any and all damages and injuries of any kind whatsoever, whether to persons or to property, arising from or incident to "User's" use of the Facility. "User" agrees to pay all costs of repairing any damage to the Facility.
15. FIREARMS PROHIBITED. Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun. Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

16. PLEASE REVIEW and initial each of the following:

- ___ a. All Trash Cans must be emptied. "User" is responsible for removing all trash from the premises and hauling away. Minimum \$50 cleaning fee for trash left in inside or outside bins.
- ___ b. Reset thermostat to original temperature.
- ___ c. Room must be left in same manner as when rented, i.e., tables & chairs must be in same configuration as upon arrival, as described on Page 1.
- ___ d. Club China, utensils, service ware, coffee makers and any other kitchen items or linens are NOT included in the Clubhouse rental.
- ___ e. Dishwasher & Refrigerator must be cleared.
- ___ f. Floors, including porch, must be swept (and mopped if there are spills.) Minimum \$50 cleaning fee for dirt/spills.
- ___ g. Lost key charge is \$100.00.

17. Any customer changes post-acceptance or on-site are not included in this contract and will be billed separately. Any Event Coordination Services (or Furniture, Equipment, or Linen Rentals not listed above) are not included in this contract and will be billed separately by the vendor.

Additions:

HHWC and User accept this contract and bid under the above terms and conditions.

-----HOUSE ACCEPTANCE-----

-----USER ACCEPTANCE-----

Houston Heights Woman's Club

Name: _____

Anna Gay, Rental Manager

Signature: _____

Phone: 713-530-5860

Phone: _____

Date: 01/01/2019

Date: _____

Mail signed contract and check/money order payable to:

**Houston Heights Woman's Club
C/O Anna Gay
1625-A Oxford St.
Houston, TX 77008**