

Hickory Street Annex Facility Contract

Agreement:

This agreement is between Hickory Street Annex and the Client for the rental of the space at 501 Second Ave, Suite B-200. Any amendments to this contract shall be in writing as an additional contractual agreement.

Payments:

An initial payment of 50% of the rental fee is due at the time of signing the contract. The remaining 50% is due 30 days prior to the Client's event date. In the event of a cancellation, payment will NOT be refunded. Payments must be made in cash, cashier's check or check. Credit card payments are not accepted. Make checks payable to Hickory Street Annex. If payment is made by mail, please send to:

Hickory Street Annex
Attn: Michelle Meyer
501 Second Ave, Suite B-200
Dallas, TX 75226

Security Deposit:

A security deposit of \$1000 is due prior to the Client's event. If the premises are left undamaged and in the condition it was found, there are no occupancy or time overages, and nothing has been taken from the premises that is property of Hickory Street Annex, the deposit is refunded within 30 days after the event less a \$300 cleaning fee. In the event of a cancellation ONLY the security deposit will be refunded.

Return Check Charge:

All checks returned due to insufficient funds or otherwise not paid will assess a \$35.00 service fee and cash transactions will be required from that date forward.

Caterer:

All food requirements must be arranged through one of the approved caterers, no other caterers are allowed. Clients may NOT supply their own food. The Client must notify Hickory Street Annex of a selected caterer no less than thirty (30) days prior to the event date. Hickory Street Annex is a green facility and limits the use of disposable dinnerware (plastic, Styrofoam and paper plates). Caterers must supply glass or china.

Linens:

All linens must be rented through the Hickory Street Annex. Prices subject to style and quantity. A quote will be provided after a final planning meeting.

Alcoholic Beverage Policy:

All alcohol MUST be served by licensed bartenders staffed by the caterer. Alcoholic beverages may not be served by the Client. No kegs of alcoholic beverages are permitted. Cash bars are not permitted. All alcohol becomes the property of the caterer until the end of the event. At that time it is to be removed by the Client but may not be consumed after the event on the premises. Last call must occur no less than 30 minutes prior to the end of the event. Alcohol may not be left at the venue after load out. Hickory Street Annex assumes no responsibility or liability of alcohol served on premises.

Professional Lighting:

Professional lighting services, installation and rentals must be hired through our in house lighting company (Fred's Events). Other lighting companies are not allowed.

Event Planner:

The Client must notify Hickory Street Annex of selected event planner (if applicable). The event planner or the Client must provide Hickory Street Annex with a complete prospectus of the event three (3) weeks prior to the event.

Duration:

The base rental rate for Hickory Street Annex is ten (10) hours with the restrictions as follows: no event may extend longer than five (5) hours and (1) hour must be reserved for tearing down and cleaning. No event shall extend past midnight and tear down must be finished no later than 1am. If there is alcohol served, last call must occur no less than 30 minutes prior to the end of the event. No items may be delivered prior to the event date. All items must be picked up the same day of the event. If additional hours are required, there is a fee of \$250 per hour plus \$50 per hour for security. Hickory Street Annex does not assume responsibility for any items left at the venue.

Damage to Venue:

In the event Hickory Street Annex is damaged by the Client, the Client's guests, or the Client's vendors; Hickory Street Annex shall make all necessary repairs and the full amount of the security deposit shall be held pending final costs. In the event Hickory Street Annex is damaged in an amount exceeding the security deposit, Hickory Street Annex shall prepare an itemized list of damages, repair costs less deposits held, and the Client shall immediately pay Hickory Street Annex the difference.

On-Site Security:

For all events, two security officers are required. Additional security officers may be required depending on the type of event. The officers shall be hired by Hickory Street Annex and then billed to the Client at \$50 per hour per security officer. The amount of \$350 per officer will appear on the final statement as an estimate of 7 hours. Any differences will be settled in the refund of the security deposit after the event.

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Valet:

Events occurring on Monday - Friday must begin no earlier than 7pm, if an earlier start time is desired valet will be required. Otherwise, the use of a valet service is the decision of the Client. If this service is required, Hickory Street Annex will make arrangements for the valet and bill the Client. Valet is \$30 per hour per attendant. An appropriate number of attendants will depend on the type of event, quantity of guests, etc. Hickory Street Annex will determine how many attendants to hire. Outside valet companies are not allowed.

Property Usage:

No property (including curtains, furniture, accessories, plants, etc.) shall be moved without prior written consent. All decorations must be approved by Hickory Street Annex. Areas outside of Suite B-200 shall not be decorated without prior written consent. The long-term tenants of Hickory Street Annex shall be respected, as should their employees and the employees' vehicles. Events shall not interfere with their work at anytime. Access to the long-term tenants' offices shall not be blocked. The freight elevator is for moving equipment only. The Client and the Client's guests should not attempt to use the elevator at any time.

Safety:

Any decorations above arm's reach must be installed and dismantled by the staff of Hickory Street Annex (fee will apply, contact us for a quote). Clients are not allowed to climb on ladders to hang decorations provided by himself or herself, a rental company, or Hickory Street Annex.

Deliveries:

Hickory Street Annex will accept deliveries (with advance notice) on behalf of the Client; however, Hickory Street Annex does not assume legal responsibility for food, beverages, equipment, or other personal property brought into the venue for events at any time. All deliveries must be the day of the event (unless prior written approval).

Prohibited Items:

No hazardous, poisonous and/or flammable materials may be used by the client at Hickory Street Annex, including the surrounding vicinity. The following items are also prohibited: confetti, rice, birdseed, decals, stickers, silly string, glue, tape, nails, screws, or staples and any other similar materials that could cause harm to animals, people, or vehicles. The usage of candles is allowed but must be in votives or fireproof containers taller than the wick. We do not allow rugs, floor treatments or aisle runners. No decor is allowed on the handrails or the treads of the stairs. Hickory Street Annex has a no-smoking policy for any enclosed space. Smoking in the parking lot is allowed as long as cigarettes are disposed of properly.

Compliance with Laws and Ordinances:

The Client shall agree to comply with all City of Dallas ordinances and State and Federal Laws relating to the use of Hickory Street Annex. This includes but is not limited to the Texas Alcohol Beverage Commission regulations for liquor licenses and all other regulations related to the service of alcoholic beverages. Illegal use of drugs or narcotics on the premises is strictly prohibited and will result in termination of the event. Any disputes involving drunken or rude behavior will result in the termination of the event. Any non-compliance to any of these items mentioned will result in the forfeiture of the client's security deposit. Hickory Street Annex shall fully cooperate with law enforcement agencies in prosecution of perpetrators of this provision to the fullest extent of the law.

Disputes:

All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs initiation the arbitration shall be divided equally between the parties, including the arbitrator's fees. The prevailing party in any arbitration proceeding based upon this agreement shall be entitled to reasonable attorney's fees, all arbitration costs in addition to any other recoveries allowed by law. Any award may be enforced by a court of law. This agreement shall be construed under the laws of the State of Texas, with venue and jurisdiction in Dallas County, Texas.

Amendments:

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. No alteration may be made to this contract; all modification must be in writing and agreed upon at execution by the Director of Hickory Street Annex. Additional changes and or requests by the Client could cause an increase in event rental fees.

Indemnification:

To the fullest extent permitted by law, the Client shall indemnify and hold harmless Hickory Street Annex, its agents, or assigns from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the venue pursuant to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property but only to the extent caused by the willful acts or omissions of the Client, anyone directly or indirectly employed by the Client or anyone for whose acts the Client may reasonably be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Waiver of Contractual Right:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Date of Event _____

Type of Event _____

Contact Name _____

Address _____ Apt _____

City _____ State _____ Zip _____

Email _____

Phone _____

Approximate time for event to begin: _____ end time: _____

Approximate number of guests _____

Name of Planner (if applicable) _____

Additional Information _____

Signature _____ Date _____

Signature _____ Date _____