



---

## Facility Rental Policies

For these policies, “Group” refers to the responsible party of rental contract and “CVEC” refers to Canyon View Event Center, part of Austin/Central Texas Realty Information Service (ACTRIS) and Austin Board of REALTORS (ABoR). Facility Rental Policies are subject to change at any time without notice and Group is subject to policies in place at time of event.

### **ALCOHOL:**

CVEC does not carry a liquor license. If the Group chooses to host a function at CVEC with alcohol, the Group is required to use TABC certified servers, and the Group must otherwise comply with all applicable laws and regulations. For events of more than 50 people that include alcohol, a security officer is required at Group’s expense (4-hour minimum). CVEC will arrange for security through their exclusive vendor and charges will be added to Group’s invoice

### **AUDIO / VISUAL EQUIPMENT:**

Rental prices for CVEC facilities include use of existing screens, projectors and microphones based on availability of venue inventory. If Group is renting Auditorium A, B or Boardroom, then groups are responsible for providing laptop with HDMI or VGA connection. Rental of Auditorium C or Digital Lab include existing computer so presentation materials must be provided on flash drive or similar. Groups may not alter the configuration of the existing projector, monitors and sound systems. Should any such alteration take place, the Group will be responsible for all repairs or replacement costs incurred by or for CVEC. **AV needs must be confirmed at least 14 days prior to the event. Group is subject to a \$100 fee for any onsite or day-of requests or changes.**

### **BALCONY:**

CVEC does not allow groups to play music (live or amplified) on balcony at any time due to city ordinance and to maintain relationship with neighborhood. Balcony doors outside must be closed at all times during event. There is no smoking allowed on the balcony at any time. Smoking is only allowed in the designated smoking area on the second level (P2) of parking garage. **No unattended children are allowed on the balcony at any time.**

### **CANCELLATIONS:**

The 20% deposit collected at time of contract signing is non-refundable. For cancellations more than 30 days prior to the event, CVEC will not refund deposits collected. For cancellations 30 days or less prior to the event, the Group forfeits all deposits and is subject to additional \$100 cancellation fee. **For cancellations within 14 days of the event, the group forfeits all deposits and CVEC retains the right to bill the Group for the full rental fee.**

### **CLEANING:**

The Group is responsible leaving rental space in same condition as it was provided and must check with CVEC staff prior to leaving facility for final walk thru. This includes cleaning up food, papers, decorations, and anything else brought in for the event. Items that do not fit in the indoor trash cans should be taken to the dumpsters outside. CVEC encourages recycling of boxes and other cardboard in the outdoor recycling bin. A \$500 cleaning fee will be charged if the room and/or public spaces are left dirty (i.e. trash on tables, empty dishes, etc).

**COLLECTIONS:**

Any legal or other fees related to the collection of unpaid balances due are the sole responsibility of the Group.

**CONTENT OF MEETINGS:**

It is the policy of CVEC and Austin Board of REALTORS (ABoR) that the event center not be used for anti-competitive purposes. Formal or informal meetings where CVEC or ABoR members or their guests from different offices discuss commission rates, pricing structures, listing policies, or marketing practices of other brokers are strictly prohibited. CVEC reserves the right to refuse rental to any person or organization if their intended activities conflict with the REALTOR® ethical standards or compete with ACTRIS or ABoR programs. This includes classes or meetings that may compete with the ABoR Academy.

**CONTRACTED EVENT TIMES:**

Group understands that the time(s) outlined in contract indicate exact access to building (including parking garage) for set up and that all clean up must be completed prior to contracted end time. Groups must allow for at least 60-minutes of clean up time after expected event end time and must pay rates accordingly. Any group wishing to access the building prior to 8am and after 5pm is subject to after-hours fees and these details must be coordinated with CVEC representative at least 14 days prior to event. If event start and end times change after contract is secured, an addendum provided by CVEC must be signed at least 14 days prior to event.

**DECORATIONS:**

No staples, tacks, tape, or nails can be used to attach decorations to the walls. The use of candles is prohibited. No rice, birdseed, glitter, bubble solution, confetti, silly string, sparklers, or fireworks are permitted on the property.

**DELIVERIES:**

CVEC has no storage space for rental groups, and CVEC staff cannot accept packages or freight on behalf of the Group. All deliveries for group related items must take place during contracted rental hours. This also applies for pick-up of rental items after the conclusion of event. All items must enter and exit the building within the contracted event time.

**EVENTS WITH CHILDREN UNDER 18:**

Any event that includes children under the age of 18 may require additional security and cleaning services at the expense of the Group. The Group is responsible for maintaining control of all guests during the event. CVEC reserves the right to control or restrict access from certain areas of the building at any time. **No unattended children are allowed on the balcony at any time.**

**FOOD AND BEVERAGE:**

All food and beverage is the responsibility of the Group and must be provided by a licensed caterer or restaurant. Group is responsible for providing insurance acceptable to CVEC for any food and beverage vendor that is not included on the CVEC preferred vendor list at least 14 days prior to event. CVEC does not provide plates, utensils, cups, or linens, and CVEC staff is not responsible for food set up or clean up. It is the responsibility of the Group to clean up both inside and outside the rented space. All trash must be put into receptacles inside room or catering kitchen and any items that exceed these capacities must be taken to dumpster. Group must check room with CVEC staff prior to leaving facility.

**FORCE MAJEURE:**

Neither party shall be liable for any failure or delay in performance under this Agreement (other than the delay in payment by the Group of fees and expenses due and payable hereunder) to the extent said failures or delays are beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, provided that as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

**INCLEMENT WEATHER:**

CVEC/ABoR follows AISD schedule with regards to delays and closings due to inclement weather. Exceptions may be made directly with the CVEC Event Contact. If inclement weather is expected, please communicate in advance of event with CVEC staff to determine plan of action. Group is responsible for monitoring any potential delays or closures and communicating to event attendees accordingly.

**INSURANCE:**

The Group agrees to obtain and keep in force, during the term of its occupancy and use of the premises for the event, general liability insurance in the amount of \$1,000,000/\$2,000,000, naming ABoR and CVEC as additional insureds, and to provide a certificate of insurance of such coverage to CVEC prior to the Group's use of the premises.

*The Group is responsible for all aspects of the event, including but not limited to providing insurance coverage as requested and following all policies as outlined in this document and by CVEC staff.*

**MEMBER RATE:**

Access to the "Member Discount" for rental requires a current ACTRIS or Austin Board of REALTORS member in good standing to sign the **Member Contract Addendum** and the availability of the discount is subject to current CVEC policies. This document must be returned with the signed contract and 20% deposit in order to consider the event confirmed.

*The Group and Member are responsible for all aspects of the event, including but not limited to, providing insurance coverage as requested and following all policies as outlined in this document and by CVEC staff.*

**MUSIC/ENTERTAINMENT**

Live music, bands, or amplified sound are not allowed during ABoR business hours (Monday – Friday; 8am-5pm), and is subject to limitation based upon City of Austin sound ordinances. All rental customers are expected to maintain respectful noise levels as to not disturb other CVEC customers during their use of space. For rentals outside of business hours, Group must notify CVEC and receive approval of any type of music, band or amplified sound that is planned for during event no later than 14 days prior to the event date.

**PARKING / VALET:**

CVEC has limited parking available and cannot guarantee spaces for all attendees. Valet may be required, at the Group's expense, for groups over 100 people. CVEC will secure valet services thru its preferred vendor and charges will be added to the group invoice. Limited parking capabilities will be outlined in event contracts when applicable. CVEC encourages groups to suggest carpooling for event attendees when possible.

**PAYMENTS:**

Events are not confirmed until both signed contract and 20% deposit are received by CVEC. Remaining balance is due for each event 14 days before the event. Rental fee includes use of existing inventory, to include: tables, chairs, projector, screen, mic, and WiFi. Rental fee also includes use of coffee and water service in room and parking in garage (based on availability).

**PHOTOGRAPHY:**

CVEC and ACTRIS staff members routinely take photographs of events for marketing purposes such as social media and website. The Group hereby authorizes use of such photographs by CVEC, ACTRIS and ABoR for

such purposes unless express, written disapproval is provided by Group at the time the signed contract is returned.

### **PRE-FUNCTION SPACE**

Pre-function space outside the auditoriums is to be used only for registration and food & beverage stations. Any exceptions require written approval by CVEC at least 14 days in advance. Group understands they must consider other events in building as well as ABoR office hours. No music or similar is allowed in these areas during ABoR business hours.

### **ROOM ARRANGEMENTS:**

The Group should work with CVEC staff to plan room layout at least 14 days in advance of event. If the Group moves the existing tables, chairs, or equipment once onsite, the Group is responsible for returning room to original configuration. **Group is subject to a \$100 resetting fee for any onsite or day-of furniture requests or changes.**

### **SECURITY:**

Any event with more than 50 people that includes alcohol will require a security officer at the expense of the Group. Any event ending after 6pm or on a Saturday or Sunday will require a security officer at the expense of the Group. Please confirm security arrangements with CVEC staff at least 14 days prior to event. CVEC will arrange for security through their exclusive vendor. CVEC staff reserves the right to require additional security based on expected number of guests and/or type of event. Security must be in place at least 30 minutes prior to event start time and thru contracted end time of space. There is a 4-hour minimum for security regardless of event length.

### **VENDORS:**

Groups renting the event space may use any licensed and insured vendor (except for valet) but must provide proof of insurance acceptable to CVEC for any vendor coming onsite that is not on the preferred vendor list. Proper insurance documentation is due no less than 14 days prior to event. All rental equipment and furniture must be dropped off and picked up during contracted room times unless written approval is granted by CVEC at least 14 days in advance. CVEC reserves the right to refuse use of certain vendors at their discretion.

---

Electronic signature of contract indicates that Group understands and will adhere to above mentioned policies.