

—THE—
COFFEE
HOUSE
AT WEST END
—1930—

Venue Rental Agreement

802 Shepherd Drive, Houston TX 77007

Email: rentals@thecoffeehousehtx.com

This contract defines the terms and conditions under which River Pointe Community Church dba The Coffee House at West End, (hereinafter referred to as The Coffee House), and _____ (hereafter referred to as the Customer) agree to the Customer's use of The Coffee House facilities on _____ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by The Coffee House and the Customer.

CUSTOMER INFORMATION

Customer Name(s): _____

Address: _____

Telephone #: (H) _____ (W) _____ (C) _____

Email Address: _____

Contact Person Name: _____ Phone: _____

Proposed Event: _____ Approximate Number of Guests: _____

Type of Event: _____

Date of Event: _____

Total Time of Event: _____ (includes setup and clean up time)

Specific Time of Event: _____ (excludes setup and clean up time)

VENUE SELECTION

Please select which spaces you will be using for your event at The Coffee House:

1st Floor and Mezzanine: ____ Mezzanine Only: ____ 2nd Floor: ____ Roof Top: ____

The space(s) described above has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of the venue.

RENTAL FEES

Rental are based on full or half day usage. The Customer needs to consider the setup and clean up times needed for their event, when picking if a half or full day is appropriate for their function.

Option A - Entire Building (Total Occupancy 296):

- Hourly Rate (min. 2 hrs): \$1,500 per hour
- Half Day (5 hours): \$7,500
- Full Day (9 hours): \$10,000

Option B – First Floor OR First Floor and Mezzanine (Total Occupancy 160):

- Hourly Rate (min. 2 hrs): \$1,000 per hour
- Half Day (5 hours): \$5,000
- Full Day (9 hours): \$6,000

Option C – Mezzanine Only (Occupancy 46):

- Hourly Rate (min. 2 hrs): \$400 per hour
- Half Day (5 hours): \$2,000
- Full Day (9 hours): \$3,000

Option D - Second Floor (Occupancy 136):

- Hourly Rate (min. 2 hrs): \$300 per hour
- Half Day (5 hours): \$1,500
- Full Day (9 hours): \$2,500

Option E - Roof Top (Occupancy 10-20):

- Hourly Rate (min. 2 hrs): \$150 per hour
- Half Day (5 hours): \$750
- Full Day (9 hours): \$1,000

Custodial Fee, Events Monday – Thursday:

- Hourly Rate (min. 2 hrs): \$200
- Half Day (5 hours): \$450
- Full Day (9 hours): \$750

Custodial Fee, Events Friday – Sunday:

- Hourly Rate (min. 2 hrs): \$250
- Half Day (5 hours): \$550
- Full Day (9 hours): \$1,000

Audio/Visual/Lighting Tech:

- Pricing starts at \$450. This is subject to type of event and availability of team members. It is scheduled through River Pointe Church’s Worship and Creative Arts department.

RENTAL DEPOSIT and PAYMENT AGREEMENT

The total cost for use of The Coffee House and its facilities described in this contract is listed above. To reserve services on the date/s requested, The Coffee House requires this contract be signed by the

Customer and an initial payment of \$1,000 be deposited for Option A, with deposit of \$500 for Options B and C and a \$250 deposit for Option D. For large events booked more than six (6) months in advance a second payment of fifty percent (50%) of the balance is due three (3) months prior to the event date. For large events the final payment is due one (1) month prior event. For smaller events, payment of the remaining balance is due fourteen (14) days in advance of the event. Deposits and payments can be made by credit card, cash, check (made payable to The Coffee House at West End) on the schedule noted below. A credit card will be kept on file and your card will be charged according to the payment schedule below unless otherwise communicated to The Coffee House manager.

Scheduled Payment	Amount	Date Due
Initial Rental Deposit	_____	(With Signed Contract)
Second Rental Payment	_____	_____
Remaining Balance	_____	_____

Credit Card on File

Visa / MasterCard / AMEX / Discover (circle one)

Cardholder name as it appears on card: _____

Card Number: _____ CVV: _____

Expiration Date: _____ Signature: _____

All checks should be made payable to: The Coffee House at West End

Please return signed rental agreement, all attachments and initial deposit to: The Coffee House at West End, 802 Shepherd Dr, Houston, TX 77007

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your deposit and signed agreement.

DATE CHANGES and CANCELLATION POLICY

1. *Changes:* The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the Customer. The Customer further understands that last minute changes can impact the quality of the event and that The Coffee House is not responsible for these compromises in quality.
2. *Cancellation:* In the event the Customer cancels the event, the Customer shall notify The Coffee House immediately in writing or by email. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.
 - A. In the event the Customer cancels the event more than one year prior to the event, the Customer shall forfeit to The Coffee House as liquidated damages one-half (1/2) of the deposit.

- B. In the event the Customer cancels the event less than one (1) year but not more than six (6) months prior to the event, the Customer shall forfeit to The Coffee House as liquidated damages the entire deposit.
- C. In the event the Customer cancels the event less than six (6) months but more than three (3) months prior to the event, the Customer shall forfeit to The Coffee House as liquidated damages fifty percent (50%) of the rental fee.
- D. In the event the Customer cancels the event less than three (3) months prior to the event, the Customer shall forfeit to The Coffee House as liquidated damages the entire rental fee.

CONDITIONS of USE

The Customer’s activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings. The Rental Space must be cleaned and returned in a condition at the end of an event to a reasonable appearance as it was prior to the rental. The Customer is responsible for the removal of all decorations and trash from the property or placed in a dumpster provided on site.

EVENT SET-UP LIMITATIONS

- 1. All property belonging to the Customer, Customer’s invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer’s invitees, guests, agents and sub-contractors.
- 2. Rental items must be scheduled for pick-up no later than _____
- 3. Alcohol service must stop no later than 10:00 PM (or maximum of 5-hours if occurring sooner).
- 4. Music (DJ or live music) must stop no later than 11:00 PM
- 5. All guests must be off The Coffee House premises no later than 11:30PM the day of the event (except clean-up crew, with all clean-up to be done by 12:30 am).

SITE VENDORS

Caterers: The Coffee House does not have a full commercial kitchen. The equipment behind the bar, in our kitchen and in any of the closets are not available to the Customer, Customer’s invitees, guests, agents and sub-contractors. The Customer is responsible to express these conditions to any caterers they hire for their event. The Customer must ensure that the caterer hired has the required liability insurance.

- 1. The Customer’s catering company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
- 2. All event trash must be disposed of in the designated areas at the conclusion of the event.
- 3. ALL vendors must adhere to the terms of our guidelines, and it is the Customer’s responsibility to share these guidelines with them.

Baristas: The coffee equipment and supplies are not available for use by any other vendor. If the Customer would like to utilize the coffee equipment and supplies, they must contract to use The Coffee House's baristas and pay for the labor and supplies used. This price will be determined in a separate agreement and are an additional cost to the rental fees outlined in this contract.

WEDDING CEREMONIES

Wedding Ceremonies may be held in The Coffee House but must follow the wedding guidelines established by RPC|WE Church. Venue rental fees will fall under The Coffee House Venue Rental Agreement. An additional honorarium may be required for the pastor performing the wedding. Please note that the first floor and mezzanine can accommodate auditorium type seating for approximately 140 people. The second floor can accommodate table seating for approximately 40 people.

REHEARSAL DINNER

Rehearsal Dinners are permitted to be held at The Coffee House based on availability. You will need to execute a separate Coffee House Venue Rental Agreement for the rehearsal dinner to reserve The Coffee House for the rehearsal dinner.

RESPONSIBILITY AND SECURITY

The Coffee House does not accept any responsibility for damage to or loss of any articles or property left at The Coffee House prior to, during or after the event. The Customer agrees to be responsible for any damage done to The Coffee House Complex by the Customer, his guests, invitees, employees or other agents under the Customer control. Further, The Coffee House shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer, or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer to maintain the premises in a safe condition or arising from any other cause. The Customer, as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against The Coffee House for any such loss, damage, or injury of claims and demands against The Coffee House for any such loss, damage, or injury of the Customer, and hereby agrees to indemnify and hold The Coffee House free and harmless from all liability of any such loss, damage or injury to her persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

EXCUSE OF PERFORMANCE (Force Majeure)

The performance of this agreement by The Coffee House is subject to acts of God, war, government regulations or advisory, disaster, fire, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of The Coffee House. Should the event be cancelled through a Force Majeure event, all fees paid by the Customer to The Coffee House will be returned to the Customer within thirty (30) days or The Coffee House will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

INDEMNITY

The Customer agrees to indemnify and hold harmless The Coffee House, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting

from the breach of this Agreement, negligence actions, willful misconduct or omissions of the Customer, and the Customer's guests, invitees, agents and sub-contractors.

SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

INSURANCE

The Coffee House shall carry liability and other insurance in such dollar amount as deemed necessary by The Coffee House to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third-party suppliers/vendors used or contracted by the Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify The Coffee House which shall be named as an additional insured for the duration of this Agreement.

CLEAN-UP

Customer shall be responsible for returning the Venue to the condition in which it was provided to them. All property belonging to the Customer, Customer's invitees, guests, agents and sub-contractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by The Coffee House at the Customer's cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. The Coffee House is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors. The Customer is responsible for any and all damages to The Coffee House Venues and surround site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

RESERVATION OF RIGHTS

The Coffee House reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of The Coffee House as set-forth in this Agreement are in addition to any rights or remedies which may be available to The Coffee House at law or equity.

The Coffee House is an extension of River Pointe Community Church. The leadership of River Pointe Community Church reserves the right to rent or allow use of these premises only by individuals or groups compatible with River Pointe's core values and for purposes which are compatible with River Pointe's objectives, goals, values and statements.

ALCOHOLIC BEVERAGES

The Coffee House will not pickup or sell any alcoholic beverages – It is understood and agreed that the Customer may serve beverages containing alcohol (including but not limit to beer, wine, champagne,

mixed-drinks with liquor, etc., by way of example) hereinafter call "Alcohol", upon the following terms and conditions:

1. The Customer must hire a TABC Certified Bartender.
2. The TABC Certified Bartender must carry liability insurance.
3. The Customer must hire security officers that will be present the entire time that alcohol is being served.
4. Under NO circumstances shall the Customer sell or attempt to sell any Alcohol to anyone.
5. The Customer shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not the person is accompanied by a parent or guardian.
6. "Shots", "Jagers" (Jagermeister) or "Energy Drinks" will not be permitted at any time.
7. The Customer hereby agrees to use their best efforts to ensure that Alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
8. Customer hereby expressly grants to The Coffee House, at The Coffee House's sole discretion and option, to instruct the security officer(s) to remove any person(s) from the Venue, if in the opinion of The Coffee House representative in charge, the licensed and bonded Bartender and/or the security officer(s) the person(s) is intoxicated, unruly or could present a danger to themselves or others, and/or the Venue.
9. The Customer hereby agrees to be liable and responsible for all act(s) and actions of every kind and nature for each and every person in attendance at the Customer's function or event.

INCLUDED AMENITIES

Tables and chairs, bartenders and security persons are not provided as part of The Coffee House rental agreement, unless noted otherwise. We have coffee house style seating for 54 people on the first level and 37 people on mezzanine set for our normal operations.

Additional Notes

RESERVATION PROCESS

A rental contract must be signed, all pages initialed, as well as appropriate deposits submitted in order to confirm utilization of a The Coffee House Venue. The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

Customer: _____
(Printed Name) (Printed Name)

(Signature) (Date) (Signature) (Date)

The Coffee House: _____
By: _____ Date _____

Caterer _____

Alcohol Being Served _____

If yes, who is serving and providing security? _____

Music (Live/DJ) _____

Other _____

The Coffee House at West End
RULES AND CONTIONS FOR USAGE
(Alphabetized)

CANDLES: The use of any type of flame is prohibited in all buildings and throughout the site. The new “flameless candles” which are battery operated are permitted for use. (Example: See www.candleimpressions.net – the candles light automatically at the time set and run for 100 hours on a small battery).

CATERING: It is advised that your catering serves tours the venue prior to the event day. There is no access to refrigerators or a kitchen for meal preparation.

CHILDREN: There have been times we have had guests at the complex whose children were not properly supervised. Children under the age of 18 are your complete responsibility. Please know where your children are at all times and make certain that they clearly understand The Rules. Please respect The Coffee House décor and furnishings. The piano is not a toy and should not be used without the approval from The Coffee House.

CONTACT PERSON: You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our coordinator should problems/concerns/questions. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist or musician as your liaison).

COURTESY PROTOCOL: The Coffee House reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

DELIVERIES / DELIVERY TRUCKS: The Coffee House will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

ELECTRICAL OUTLETS: All electrical outlets on the property are available for use at an event unless they currently have items plugged into them. Do no unplug any current items from an electrical outlet. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

DECORATIONS: All decorations, signage, electrical configurations or construction must be pre-approved by The Coffee House. Decorations may not be hung from light fixtures. Free standing and tabletop decorations are recommended. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the Customer and the venue. Note – No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. Nails and staples are not permitted at any location. Note – The use of birdseed and bubbles are permitted only outside. Rice, confetti, flower petals, glitter, fog machines, pyrotechnics, and sparklers are not permitted inside or outside the facilities. ALL DECORATIONS MUST BE APPROVED BY THE COFFEE HOUSE.

EVENT ENDING TIME: All events must end by 11:00 PM in order to allow for clean-up and closure of the site by 12:30 AM.

GARBAGE DISPOSAL: Trash disposal, other than the garbage disposal of items generated by the caterer, is your responsibility. Immediately following the event, please have your Clean-up Committee take a few minutes to walk all the areas of the building and property that have been utilized for the event and pick-up any refuse that may have been dropped or blown around. This trash may be placed into The Coffee House dumpsters.

GUESTS: Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible and respectful manner.

HANDICAP ACCOMMODATIONS: We provide level-designated parking, ramped walkways throughout the property along with suitable restroom facilities. Motorized and transport chairs can easily navigate the grounds. All venues on the property are handicapped accessible except for the mezzanine, second level, and rooftop, due to lack of an elevator.

MUSIC AND ENTERTAINMENT: Due to the proximity of The Coffee House to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. The Coffee House event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. The Coffee House reserves the right to require the Customer to cease the music it deems inappropriate, in its sole discretion. The Coffee House also reserves the right to require the Customer to lower the sound level or cease playing music, in its sole discretion.

PARKING: Parking is available at the designated areas. Please consider the limited parking when determining the size of your guest list. Please keep in mind that The Coffee House may be operating depending on the time and location of your event. This may impact the availability of parking spaces for your event's guests. If you have rented the entire venue for your event, there are 60 parking spaces at your disposal.

PETS: Sorry, absolutely no pets allowed.

PHOTOGRAPHY: We reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

REFRIGERATOR / FREEZER SPACE: There is no refrigerator or freezer space available for use by the Customer, vendors, agents or sub-contractors. Each event is responsible to provide their own ice. It makes sense to bring your beverages to the venue already chilled the day of the event. Caterers are expected to make their own food/beverage accommodations. The coffee equipment and supplies are not available for use.

RENTAL SPACE CHANGES: Any contents or furniture movement must be pre-approved by The Coffee House. It is the Customer's responsibility to restore all areas to their original appearance. Placements of tables, tents, live music, catering equipment, etc., must also be approved by The Coffee House planning staff.

SMOKING: The Coffee House is a non-smoking facility.

SECURITY: A security guard/s will be required for all events where Alcohol is served. This service is non-negotiable. The cost of the service is the responsibility of the Customer.

TABLES AND CHAIRS: The Coffee House does not provide any additional tables and chairs as part of our rental package, unless noted otherwise. We have coffee house style seating for 54 people on the first level and 37 people on mezzanine set for our normal operations.

WEATHER: If the Customer reserves the rooftop, please be advised that unless you reserve one of the other floors at the time you schedule your event, we may not have any additional indoor facilities available to serve as a “weather back-up plan”. Should there be inclement weather on your reserved day, we will try to accommodate last-minute rental changes, but cannot guarantee a space will be available.

LOGISTICAL PLANS: The Coffee House planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.

RULES AND CONDITIONS FOR USAGE: I have read and understand the policies concerning events held at The Coffee House. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

Signature: _____