

## Party Rental Policies

**A completed agreement and payment of 100% of rental fees are required to secure your date and space. This Agreement expires 10 days from the receipt of the agreement, unless it is completed and signed by both parties and the payment has been paid.**

**Special requirements such as security, technicians, catering, rentals, etc. may not be included in the above stated total.**

The Venue grants the Client the right to use and occupy the space and premises as outlined above. Client understands and agrees that the following are express terms and conditions applicable to the Event:

**1. PAYMENT SCHEDULE.** At the time of execution of this Agreement by both parties, Client shall pay the Venue the full Subtotal to secure the Event. Any outstanding amounts and any additional charges incurred with respect to the Event will be charged to the Client's authorized credit card.

**2. PAYMENT AUTHORIZATION:** The Client confirms that they have authority to authorize charges to the credit card on file. The client authorizes any outstanding amounts and/or charges owed to the Venue as of the date of the Event, or upon cancellation of the Event, to be charged to the credit card. A credit card is required to be on file, regardless of payment method.

**3. CANCELLATION POLICY.** In the event Client cancels the Event for any reason, Venue will be entitled to a cancellation fee: Less than 30 days prior to the Event: 50% of the Rental Fees prior payments will be applied toward the cancellation fee.

**4. FLOOR PLAN AND CAPACITY.** The Venue reserves the right to determine the number of persons that can safely and freely move about the premise. The floorplan will be created by the Venue and the space will be set according to instructions, prior to the Time In.

**5. SECURITY.** Venue is not responsible for any damage to or the loss of any personal property or articles brought into the Venue (including parking areas). Client will accept full responsibility for any damages resulting from any action or omission of their individual attendees. Venue reserves the right to determine the need for security personnel during the time of the Event. Costs shall be the responsibility of the Client.

**6. CONDUCT.** Client is responsible for the conduct of the Client's guests, attendees, and permitted contractors and will promptly pay for all damages incurred by the Venue due to their actions or omissions. Clients that wish to use a third-party contractor(s) to provide a specific service, not available through the Venue, agrees to use a contractor(s) that meets the insurance requirements established by the Venue. The Venue reserves the right to approve all contractors, such approval not to be unreasonable withheld, and all contractors must provide appropriate proof of adequate insurance. Client's contracts with its contractors will all specify that such contractor and the Client will indemnify and hold the Venue and its affiliates harmless from any and all damages or liabilities which may arise by such contractor or through its use. Damage to the Venue premises or liabilities which may arise by such contractors hired by Client will be the Client's sole responsibility. Venue reserves the right, with its officers and agents, including its public safety officers, to eject any objectionable person or persons from the building and premises (including parking areas); and in the event of the exercise of this authority.

**7. ALCOHOL AND TOBACCO.** Alcohol and tobacco are prohibited at the Woodway Family Center.

8. **FOOD AND BEVERAGE.** The Venue must consent to all food or beverage brought into the Venue prior to the Event. No food or beverage may be consumed on the gymnasium floor.

9. **DECORATIONS.** Open-flame candles, confetti, glitter, bird seed, silly string, and faux flower petals are not allowed on the premise. Additionally, sparklers and fireworks are banned per city ordinance. All client decorations, furniture, and equipment must be taken down and removed from the buildings at the end of the event. Failure to do so may result in additional fees. All items left at the conclusion of the event will be discarded and the Venue shall not be liable in any way to the Client on account of removing and discarding any such effects. The client will not cause or permit the use of any nails, staples, or tape to be used on any portion of the building (including walls, columns, or rafters) nor cause or permit any change, alterations, repairs, painting or staining of any part of the building or the furnishings thereof. The client shall pay the cost of repairing any and all injury and damage which may be done to the building or any of the fixtures, furniture, or furnishings thereof by any act of Client or guests, attendees and contractors. It is expressly agreed that the Event Facilities Director shall determine whether any such damage has been done, the amount thereof, and the reasonable cost of repairing, Client is to be held fully responsible. Artwork, fixtures, furniture, equipment, and other property belonging to the Woodway Family Center Event Facilities may not be removed, relocated, or rearranged without prior approval.

10. **TRASH.** Food and perishable trash must be removed from the building and may be disposed of in the dumpster outside. Counters and sinks must be free of debris and all spills (including in any equipment) must be cleaned thoroughly and properly. Buildings, porches, veranda, and grounds must be free of trash. Failure to leave the facility or premise in its original condition will result in additional fees.

11. **ADVERTISEMENT.** The client shall not circulate or publish or cause to be circulated or published any advertisement, tickets, placard, or other written or printed matter wherein Venue's name or the City of Woodway is mentioned or referred to without first having obtained the written consent and approval of Venue; and all advertising material shall relate to the event, performance or exhibition to be given in the said premises.

12. **LIABILITY.** In no event will the Venue be liable for indirect, consequential, incidental, or punitive damages of any nature for any reason, including without limitation lost profits or goodwill. The client hereby waives any and all claims for damages against the City of Woodway and its officers and employees on account thereof. The client agrees to purchase, provide, and keep intact during the terms of the agreement and insurance policy sufficient to cover the liability of the function.

13. **MAN-MADE OR NATURAL DISASTER.** Neither Venue nor Client shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions, damage to or destruction of Venue facilities, or prohibitions or restrictions by any governmental authority. If the Event is canceled as the result of a force majeure event, all payments shall be returned to the Client, less actual costs incurred by Venue in anticipation of the Event. Venue shall provide Client with as much notice of the occurrence as is reasonably possible under the circumstances; and in the event of such occurrence, Venue shall not be responsible for any loss that might result and Client hereby waives any and all claims for damages against the City of Woodway and its officers and employees on account thereof.

14. **LAW OBSERVANCE.** Client shall comply with all laws of the United States and of the State of Texas, McLennan County, and the City of Woodway, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this agreement in violation of any such laws, regulations, or ordinances on the part of said Client, or of any person employed by or admitted to the said premises by said Client. Continued uncorrected violations brought to the attention of the Client will result in immediate termination of the event in breach of this agreement. Should the event be terminated, there will be no refund of any rental paid for the facility.

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

Any matter not herein expressly provided for shall rest solely within the discretion of the City Manager or his designee.

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of Client and has the authority to bind Client to this Agreement, and acknowledges receipt of a copy of this Agreement.