

Phone: 512.472.5015 | Email: nance@ntrocks.com or community@ntrocks.com

## **Event Space Agreement/Contract**

Please download this document to your computer before filling out. Although it appears lengthy, every item/page will not apply to your particular Event category. After filling out, save the whole document to your computer and email to the address below. Forms listed below with an \* must be filled out and signed. Please initial each page after reading. After our receipt of the required documents and deposit, your event will be confirmed by our staff and added to our online calendar. Deposits and Promo Packages for Rental or Co-Hosting categories may be made by phone during store hours 512-472-5015

#### **Event Space Contract Packet Includes:**

WAIVER OF LIABILITY

Promo information options

Deposit Refund/Reschedule Policy & Fee Receipt

Email completed document to <u>nance@ntrocks.com</u> or <u>community@ntrocks.com</u>. Thank you!

Community Events Center Team www.NTROCKS.com

## **NATURE'S TREASURES**

### COMMUNITY EVENT CENTER EVENT SPACE AGREEMENT

If you have filled out your online application **and** spoken to Events Center Staff, then you are ready to fill out this event space agreement. Be sure to follow your notes from your conversation with staff.

Company or Client Name:	Contact First Name:	Contact Last Name:
Address:	Phone:	Email:
	Mobile:	
	Fax:	Web Site:
Event Name:	Event Category as defined in Application:	Sponsored events only: 60/40   70/30, etc. see pages 10-11
Dates:	Times:	Estimated Number of Attendees
	(INCLUDE ½ hour each for set up and tear down)	
NOTES:		

This event space agreement is made and entered in	to on this day of signature between Nature's Treasures of Texas LLC and
	. (Renter/Client Name)

This Agreement, set forth the terms and conditions of an agreement for event space rental between Renter/Client and Nature's Treasures of Texas, LLC, which is effective for the term commencing on the date signed and will expire once both parties have fulfilled the contract.

#### Rental & Co-Hosted events:

**Payment**. All signed documents and 50 percent of Rental fees are due at the time of receipt and approval of contract. Remaining payment must be made on or before the day of your event. **Failure to do so results in an automatic cancellation of the Renter/Client's Facility usage per this Rental Contractual Agreement.** 

- 1. **Damage Deposit.** For some events, a damage deposit may be required. If this is the case, a credit card must be on file no later than two weeks prior to the event. The damage deposit will be waived as long as no damage has occurred, nothing is missing, and no excessive cleaning of the space is required.
- **a.) Structure.** In the event of damage to the physical condition of any, and all public places within the Community Event Center or any structure at 11055 N. IH-35 caused by Renter/Client, representative, or participants, the Renter/Client will be held solely responsible and will be billed accordingly. This includes, but is not limited to scratches, nicks, breaks, or marks of any kind.
- **b.) Artwork.** Damage to artwork in the center during setup, event, cleanup, and/or tear-down is the full responsibility of the Renter/Client at 100 percent of the sale price. If damage exceeds the amount of the deposit, Renter/Client agrees to pay the additional amount.
- 2. Equipment Rental. The Renter/Client may rent equipment at the discretion of Nature's Treasures of Texas LLC. (1) hand-held microphone, (1) Bluetooth headset mic with speaker a computer projector (Dell 1100MP) & 100" screen and a 10'x6'x21" portable platform for a flat rate of \$25 per day. The Renter/Client is responsible for additional costs to rent equipment. If any damage to equipment occurs, then Renter/Client will pay all costs to repair or replace damaged equipment. Nature's Treasures of Texas LLC is not obligated to provide equipment nor support use of said equipment. IMPORTANT: You must bring your own connectors for the projector. (Dell 1100mp video projector) Please check prior to the event to be sure you have adequate connectors & cables or cords.

 Initials

- 3. Nature's Treasures provides optional promotional packages. (See Pages 8-9) Please ask Event Center Staff for more information.
- 4. Rental & Co-host: Cancellation and Default. Should the Renter/client cancel the event, Nature's Treasures of Texas LLC shall retain any previously paid facility Rental fee(s) in accordance with our cancellation policy. (see page 16) In the event of any default or non-performance hereunder, or breach of the provisions of this agreement by Nature's Treasures of Texas LLC, the liability of Nature's Treasures of Texas LLC shall be limited to the return of the Rental fee(s) paid by the Renter/Client. Should severe weather or uncontrolled events such as a power failure necessitate cancellation of the event, an alternate date will be furnished for the same time at no additional expense.
- 5. Rental & Co-host: Rescheduling. Should the Renter/Client reschedule the event, Nature's Treasures of Texas LLC shall charge an administrative fee of \$45. This includes changes to one or more dates that have already been booked in advance by Renter/Client. For Sponsored event Rescheduling see page 11.
- 6. Rental Rates and Hours. The Event Center may be rented in two-hour minimum blocks. Full space Rental rates are \$80 per hour before 6:00pm, \$100 per hour after 6:00pm. For all-day rental is \$500. If Renter/Client chooses to use 1/2 or 1/4 of the space, the pricing will be 1/2 or 1/4 of the rates listed. Entry times should be scheduled through your Event coordinator, with ending time of 5pm, and attendees packed up and doors locked, by our staff, no later than 6pm. Any time your event extends the contract by late Out-By times will result in a fee of\$75, due the day of the event. In the event that any animal (with the exception of a service animal) is associated with an event, or vendor, and damage is incurred, a non-refundable, non-transferable fee of \$75 will be added to the overall Rental fee. Example: You have a one hour presentation scheduled. Set up will be ½ hour, then one hour presentation, then ½ an hour tear down time = 2 hour rental. 9am-6pm is considered a full day rental. You may also rent the space for longer. am Entry End 8pm is \$600. And am Entry to End 10pm is \$700. Check with staff about availability.
- 7. Event Center space is also working spaces for Staff of Nature's Treasures. Please be advised that the Event Center shares an office space & the Crystal Boutique area which provides a sample of our retail showroom and is available for your events. In either case, there might be *light foot traffic* in those areas during your event.
- 8. Room Setup. It is the responsibility of the Renter/Client or their designated representative to set up the room prior to their event, including tables, chairs, and other equipment. (unless the staff setup was elected) Only Nature's Treasures staff shall move or remove items, such as crystals, décor, art, and other objects. Renter/Client shall not remove, rearrange, or obscure any significant structure or element(s) of an exhibition. All installations or shows are to remain intact. Absolutely nothing can be hung, nailed, or taped to the walls without prior permission. Unless Rental Agreement includes set up, Renter/Client must also tear down after their event, put away all tables and chairs, and clean up any food or other items
- 9. Trash removal: It is the responsibility of the Renter/Client to clean up after the event including trash disposal in the outside dumpster.
- **10. Deliveries:** We are not responsible for any deliveries made to the center before your scheduled rental period without making prior arrangements with Nature's Treasures.
- 11. Parking: After setting up your event, the Renter/Client at 11055 N. IH35 agrees to park east of the Event Center in the Retail lower parking lot.
- 12. Security: The Renter/Client shall be solely responsible for maintaining an orderly event and providing security commensurate with the nature and size of the event. Notwithstanding the Renter/Client's obligation, Nature's Treasures of Texas LLC reserves the right to specify security measures to be taken, when in the sole judgment of Nature's Treasures of Texas LLC staff, special security measures are warranted. The Renter/Client shall pay all costs and expenses of security measures.
- 13. Lessee Property. Renter/Client assumes all responsibility for any goods or materials which Renter/Client, their representative, or participants may place in the rented premises before, during, or after its event. Renter/Client is responsible for removing all items. Nature's Treasures of Texas LLC cannot assume responsibility for any items left by Renter/Client, their representative, or participants.

Initials

- **14. Objectionable Conduct or Attire.** Nature's Treasures of Texas LLC reserves the right to remove or cause to be removed from the premises any person or persons whose conduct at the facility or attire is unlawful, disorderly, or otherwise objectionable. Neither Nature's Treasures of Texas LLC nor any of its officers, agents, or employees shall be liable to Lessee for any damages that may be sustained by Renter/Client through the exercise of such right of Nature's Treasures of Texas LLC.
- 15. Promotion and Support. Nature's Treasures of Texas LLC is not responsible for the content of Renter/Client's promotional material, whether or not Nature's Treasures is named as the event location. Sharing your promotions (FB, Instagram) with NT will allow us to link to your events.

#### **Rentals specifically:**

Nature's Treasures of Texas LLC only provides space to the Renter/Client to hold their event, which does not imply support of said event or beliefs espoused by the Renter/Client.

- **16. Noise and Music.** Amplified music is only allowed when one party occupies Event space. Amplified music or other sound is only permitted with consideration of others and at the discretion of Nature's Treasures of Texas LLC.
- 17. Food and Beverages. The Renter/Client shall be responsible for all food and beverages. Please be aware that there is no kitchen available for use, and no on-site water cooler or vending machine or other refreshments. It is recommended that any food and beverages be delivered or picked up from an eating establishment.

  Nature's Treasures of Texas LLC shall not be deemed to be the supplier of any food and beverage service and shall have no liability or responsibility for any services, food or beverages brought into the space. It is the Renter/Client's responsibility to remove and dispose of all remaining food and beverages, which must be properly contained before removal.
- 18. Alcoholic Beverages. The Renter/Client may not bring any alcoholic beverages onto the premises or into the building. Nature's Treasures of Texas LLC shall not be responsible for the Renter/Client, their representative, or participants who violate this part of the Agreement. Furthermore, the Renter/Client shall hold Nature's Treasures of Texas LLC harmless for any damages arising out of such action(s) and in any legal proceedings instituted against the Renter/client because of such actions(s).
- 19. Texas Smoke-Free Air Act. In compliance with the Texas Smoke-Free Air Act, Nature's Treasures of Texas LLC has adopted the following policy: Smoking will be prohibited inside the building and the outdoor area within 15 feet of door openings.
- **20. Non-Exclusive Right.** Renter/Client agrees not to interfere in any way with the ordinary use by others of any portion of the building or grounds not expressly covered in this agreement.
- 21. Assignment. Renter/Client shall not transfer or assign this Agreement, or the privileges created herein. Any such assignment shall be null and void and shall be cause for cancellation of this agreement by Nature's Treasures of Texas LLC.
- **22. Modifications.** This agreement contains the whole agreement of the parties, and none of the provisions, terms, or conditions of this agreement shall be in any manner modified, waived, or abandoned, except in written instrument signed by both parties.
- **23.** Copyright. Performances of copyrighted works at public performances at the facility must be licensed by all appropriate performing rights organizations.
- **24. Non-Waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- **25. Enforceability.** If any provision of this Agreement is held unenforceable, then all remaining provisions of this Agreement shall remain in full force and effect.

Initial	6

- **26. Mediation.** In the event of a dispute, both parties agree to seek mediation rather than legal recourse to resolve any issues or complaints. This agreement is executed under the laws of the State of Texas, and all complaints shall be addressed in the State of Texas.
- 27. Returned Checks. All returned checks will be assessed a surcharge of \$35.00.

Renter/Client agrees to hold harmless and indemnify Nature's Treasures of Texas, LLC, including its employees and representatives, against any warranties or guarantees, either expressed or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, or non-infringement of third party rights, including any personal injury to any third party resulting from the event space use.

28. Renter/Client agrees to hold harmless and indemnify Nature's Treasures of Texas, LLC, inclusing its employees and representatives, against any warranties or guarantees, either expressed or implied, including but not litted to warranties of merchantability, fitness for a particular purpose, title, or non-ionfringement of theird party rights, including any person injury to any third party resulting from the Event Space use.

I have read and understood the Nature's Treasures Community Event Center Event Space Agreement.

Renter/Client Signature (Typing your name here is considered your signature.)	Date

### NATURE'S TREASURES COMMUNITY EVENT CENTER

# \*WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NATURE'S TREASURES OF TEXAS, LLC, its officers, employees, and agents (herein referred to as "releasees") from all liability for any loss or damage, and any claim or demands therefore on the account of any injury to the person or property of.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of many loss, liability, damage or cost that may be incurred due to the participation in any activity at Nature's Treasures of Texas, LLC. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while participating in any kind of excursion, sponsored, planned, directed and/or spontaneous activity at Nature's Treasures of Texas, LLC.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, THE UNDERSIGNED HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Photographs may be taken during onsite events, including, but not limited to, tours, field trips, classes/seminars, or sponsored events. Some photos may be used for our newsletter, social media, website, or digital sign. If you would like to put conditions on the taking and use of photographs of you or your child, please indicate so here and let the event leader or coordinator know.

## NATURE'S TREASURES COMMUNITY EVENT CENTER

## PHOTO RELEASE FORM

hotographed/have my event photographed by Nature's Treasures	do not (check one) give consent to be during the events included on my contract and
uthorize that the photographs may be published for any purpose,	in any form.
Signature (Typing your name here is considered your signature.)	Date

# **Nature's Treasures Promo Packages for Events**

Nature's Treasures has many ways to advertise your events. We publish 8+ paid print ads monthly, usually with coupons to enhance foot traffic and entice people to come to the store where they will see our events board and in some cases can take away smaller flyers for store sponsored events. *Natures Treasures reserves the right to choose promotions under our banner in rental situations.* 

- 1) We send out a monthly newsletter to over 18,000 subscribed people.
- 2) We can send out specific email blasts for events or sales to our list of over 18,000
- 3) We have 20,000+ followers on our Facebook page.
- 4) We have 10,000+ at Instagram.
- 5) We have a professionally designed website with a lot of traffic.

We retain a graphic artist monthly so your event is professionally designed or you can give us art that works in all mediums within industry parameters.

The most important part of getting the best advertising for your event is that you get us everything we need (contracts, deposits, text, images, etc.) As soon as possible so we can get our artist working on all the parts.

**Promo Offerings continued next page** 

Page 8 of 16	Initials

# **Promo Packages**

## **Sponsored**

Presenter 70/30 Natures Treasures

\*An ad in our newsletter the month you will have your event.

A listing in our online calendar

A listing on our upcoming events webpage.

**One Social Media Post** 

Flyer in the store

Digi-sign ad (this faces i-35 traffic)

**Digital Pre-Registration (required)** 

Presenter 60/40 Natures Treasures

All of the above plus:

Special Email Blast for your event

**2 Social Media Posts** 

#### **Private Rental - \$150.**

\*An ad in our newsletter the month you will have your event.

A listing in our online calendar

A listing on our upcoming events webpage.

Flyer in the store

Digi-sign ad (this faces i-35 traffic)

Extra:

Special Email Blast for your event \$25.

Co Host - \$175.

Includes all of the above plus:

(1) Social media post with links to our pages

**Special Email Blast for your event** 

Extra:

Digital Pre-Registration if needed \$25.

\*DIGITAL ASSETS ARE DUE BY THE 1<sup>ST</sup> OF THE MONTH PRIOR TO YOUR EVENT MONTH\*

Initials

Sponso	rea Events On	ILY - Shared Re	venue Agreen	nent
Between		and Nature	's Treasures o	f Texas, LLC
	For Date(s)			
rea(s) for Shared Revenue: P				
. Ticket sales	% /% fo	л:	Advance 5	_ / D001 \$
	% /% fo	or:	Advance \$	_/ Door \$
	% /% fo	or:	Advance \$	/ Door \$
Product sales	% /% f	or:	Price Range:\$	to \$
	% /%	for:	Price Range:\$_	to \$
-	% /% f	or:	Price Range:\$_	to \$
	% /% :	for:	Price Range:\$_	to \$
Personal Sessions/Treatments	% /% f	or:	Price: \$	
	% /% fo	or:		
Other:			Price:: \$	
		Init	ials	

Page 10 of 16

Il Sponsored Event Enegotiations are approved by and finalized through aren Richards, owner of Nature's Treasures.		
I have also read and understand the Sponsored Events FAQ.	Yes	
Sponsored Presenter Signature	Date	
lature's Treasures of Texas LLC		
Your typed electronic signature appearing on this Agreement serves as the enforceability, and admissibility.	e signer's handwritten signatur	e, for the purposes of validity

\_\_\_ Initials

## NATURE'S TREASURES COMMUNITY EVENT CENTER

## **ADVERTISEMENT & PROMOTIONAL AGREEMENT**

Under this contract, I agree to publicize and promote my event on Social Media, my website and share my posts with NT. Likewise, Nature's Treasures may promote my event when possible or if an additional promotional package was electecd. Ask the Events manager for information and pricing.

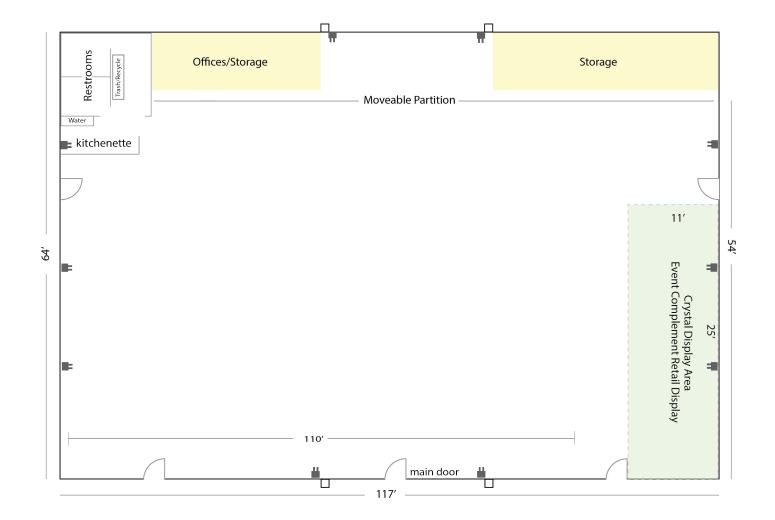
In order to promote my event successfully I garee to provide the Events Manager or the assigned event ity,

Tum morested in a Frome passage for Tirrate remaiec	-HostSponsoredWill do all my own promo_
Signature (Typing your name here is considered your signature.)	Date
Refer back to this page for the specs for images we nee	ed.
Social Media Links, Screen Names, Tags & Website(s) For Social Media Marketing & Promotional purposes p social media profiles <u>&amp; follow Nature's Treasures</u> on Insend collaboration invites.	lease include clickable links to your preferred
Logos, Graphics & Images For promotional marketing purposes please upload you content of your products or services. We can really use arrange as needed.	<u> </u>
FB specs: Facebook Stories: Resolution: 1080 x 1920 r 1080 x 1080 pixels (1:1 aspect ratio) Minimum: 600 x	•
I	spect ratio), 1080x1920 pixels for Stories & Reels
Instagram specs: 1080x1080 pixels for square posts (1:1 as	speed turne), 1000iii) 20 piilois 101 seeties ee 1100is

Initials

# NATURE'S TREASURES COMMUNITY EVENT CENTER \*FACILITIES PRE-EVENT REQUEST CHECKLIST

Name of Presenter:		Phone:	
Name of Event:			
Event Date:Sta	rt & End Time:	Estimated Set-Up Time:	<u>—</u> .
Chairs: Yes Minimum	Maximum No	_	
6 ft Tables: Yes How Ma	ny No		
Tablecloths: Yes How M	Iany No		
Incidental Tables: Yes Hov	v Many No		
Podium: YesNo			
Platform: 10' X 6' X 1" Yes_	No		
Microphone - There are two ty -Handheld (there are 4) Yes or a -Bluetooth wireless headset mi (Renter/Client is encouraged to	How many No c. Yes No	or to day of event, by appointment)	
Projector (Dell 1100mp) Yes _	Renter/Client MUS	ST bring their own connector	
100" screen Yes No			
Ext Cord(s) Yes How ma	any No		
Yes No(Renter	/Client should check posi	tioning of electrical outlets -see room	diagram)
Power Strip(s) Yes No	_		
*All of our rental facility polic Agreement.	ies regarding etiquette ar	nd Nature's Treasures of Texas proper	rty are in the Rental
Special Needs:			



Please speak with your event coordinator as to how you will be setting up your room and where accessories are to be positioned. Note electrical outlet positions, which would necessitate use of extension cord(s). NT advises but does not set up unless the set up package was elected. It's a good idea for you to sketch out your room set up for YOUR planning purposes and/or to send to your event coordinator for clarification.

# NATURE'S TREASURES COMMUNITY EVENT CENTER FACILITIES POST-EVENT RESPONSIBILITIES CHECKLIST

WE ASK THAT THE ROOM BE RETURNED TO ITS STARTING CONDITION.



The following is what is expected from the Renter/Client. This page and will be available at your event.

1.	Any remaining space rental balance paid to event coordinator	
2.	All trash is to be taken out to the dumpster in the employee parking lot	
	Blue trash can bag goes to Recyclables and has a separate receptacle  Black trash can bag goes to regular landfill trash and has a separate receptacle	
3.	All chairs put away neatly, per style, as compactly as possible on the mobile stacker.	
4.	All tables put away against the west wall of the Event Center.	
5.	Electronics put away in storage at Event Center.	
6.	Vacuum if necessary (ask for vacuum cleaner)	
7.	Your Event Posters taken down inside and outside	
8.	Lights and thermostat are employees' responsibility.	

Following your Event, THE EVENT STAFF will go over this CHECKLIST with you.

Our Events Team wishes you a successul Event in Our Community Event Center, and we look forward to working with you!

Initials

#### NATURE'S TREASURES COMMUNITY EVENT CENTER CANCELLATION

#### Nature's Treasures Rental and Co-Host Cancellation Policy is:

Cancellation 4 weeks in advance of scheduled event, 100% refund.

Cancellation 2 – 4 weeks in advance of scheduled event, 50% refund.

Cancellation less than 2 weeks in advance of scheduled event, no refund.

If event is rescheduled within 30 days of originally scheduled event, (or first calendar availability within 60 days) deposit remains in effect, with a Studio Rescheduling Administrative Fee – see Rescheduling below.

#### **Nature's Treasures Sponsored Event Cancellation Policy is:**

One month prior to the Event is needed for completely cancelling a scheduled Sponsored Event.

**Unless rescheduled,** Nature's Treasures will assess regular Rental fees for cancellation less than one month prior to the Event.

# Should the Renter/Client cancel or reschedule, this is the

#### DEPOSIT REFUND/RESCHEDULE FORM/FEE RECEIPT:

--Please initial at the bottom that you've seen this form--

	Today's Date:	Today's Date:	
Event Contact:			
Email:			
Event Title:			
Event Scheduled Date(s):			
Reason for Cancellation:			
REFUND: Date Refund Issued:			
Check Credit Type:			
Amount: \$			
RESCHEDULING: Event Center Rescheduling Admin. Fee \$45. Changed from To:	1 Date(s):		
Amount \$			
PAID: Cash Check Credit Type:	Staff:		
Page 16 of 16 In	itials		