

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

Rental Space Application

<u>Please download this document to your computer before filling out.</u> After filling out, **save** the whole document 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.

Rental Packet Includes:

Welcome Cover Letter

Rental Space Overview

*Rental Space Application

*Agreement/Liability Waiver

*Additional Promotional Package Guidelines for Renter

*Facilities Pre-Event Request Checklist

*Photo Release Form

*Advertisement & Promotional Agreement

Post-Event Responsibilities Checklist

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 <u>www.NTROCKS.com</u>

Initials

Ask about a possible Co-Sponsored experience!

WELCOME, and thank you for selecting Nature's Treasures as the location for your upcoming event. Nature's Treasures is known throughout the United States as the destination point for metaphysical and geological enthusiasts. Our vision is to be an internationally recognized center for healing, well-being, and wide-eyed wonder, all centered around the beauty and power of the gifts Mother Earth has created.

Our current 5,000 square foot event center includes a shoppable crystal boutique filled with nature's treasures, from crystals, minerals, fossils and jewelry to home and office décor. We also carry books, divination tools, Native American items, candles, incense, souvenirs, and a variety of other assorted gifts.

It comes equipped with padded folding chairs, tables, and podium. Available for a \$25. rental fee is the following equipment: (1) hand-held microphone, (1) Bluetooth headset mic with speaker a computer projector (Dell 1100MP) & 100"screen and a 10'x6'x21" portable platform. *You will have to provide any computer connection adapters*. See more info about equipment on page 5 section 2.

Set up and tear down of the above mentioned equipment or platform is available at an additional cost of \$35. Our staff is here to help you build a quality, customized event, 7 days a week.

Initials

***RENTAL SPACE APPLICATION**

Date of Application:		
Contact Name:		
Name of Event:		
Event Description:		
Date(s) Interested:		
· · · · · · · · · · · · · · · · · · ·		
Times Interested:		
Phone:(mobile)	_(other)	
Email:		
Website:		
Estimated Number of Attendees:		

Additional Notes:

NATURE'S TREASURES COMMUNITY EVENT CENTER RENTAL AGREEMENT

Company or Client Name:	Contact First Name:	Contact Last Name:
Address:	Phone: Mobile: Fax:	Email: Web Site:
Event Name:	Event Type and/or Description	Estimated Number of Attendees
Dates	Times (include ½ hour each for set up and tear down)	
NOTES:	1	1

This facility rental agreement is made and entered into on this day of signature between Nature's Treasures of Texas LLC and _______. (Client/Renter Name)

This Agreement, set forth the terms and conditions of an agreement for facility rental between Renter 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. If this is a co-hosted rental, Nature's Treasures agrees to **share** the promotion of the above event as a "Co-Created Rental" and will have a Nature's Treasures product sales table in the aforementioned event.

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 Facility Rental 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, representative, or participants, the Renter 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 at 100 percent of the sale price. If damage exceeds the amount of the deposit, Renter agrees to pay the additional amount.

2. Equipment Rental. The renter 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 is responsible for additional costs to rent equipment. If any damage to equipment occurs, then Renter 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.

- **3** Nature's Treasures can provide an optional promotional package. Please ask Event Center Staff for more information.
- 4 Cancellation and Default. Should the Renter cancel the event, Nature's Treasures of Texas LLC shall retain any previously paid facility rental fee(s) in accordance with our cancellation policy. (page 14) 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 facility rental fee(s) paid by the Renter. 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 Rescheduling.** Should the Renter 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.
- 6 Rental Rates and Hours. The Event Center may be rented in two-hour minimum blocks. Rental rates are \$80 per hour before 6:00pm, \$100 per hour after 6:00pm. For all-day rental is \$500. If renter chooses to use ½ of the space, the pricing will be ½ of the rates listed. Any all-day (Mon-Thurs) rental grants access for entry and set up as early as 10:00am, with an event start time as early as 11am, and end time of 5pm with attendees packed up and doors locked, by our staff, no later than 6pm. Any time your event extends the contract by Early Access or 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. 10am-6pm is considered a full day rental, so your pre-event access would be at 9am. *You may also rent the space for longer. 10am-8pm is \$600. And 10am to 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 11055 Boutique 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 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 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 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 to clean up after the event including trash disposal.
- 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: The renter at 11055 N. IH35 agrees to park east of the Event Center in lower parking lot.
- 12 Security: The renter shall be solely responsible for maintaining an orderly event and providing security commensurate with the nature and size of the event. Notwithstanding the Renter'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 shall pay all costs and expenses of security measures.
- 13 Lessee Property. Renter assumes all responsibility for any goods or materials which Renter, their representative, or participants may place in the rented premises before, during, or after its event. Renter is responsible for removing all items. Nature's Treasures of Texas LLC cannot assume responsibility for any items left by Renter, their representative, or participants.
- 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 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'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.

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

- 16 Noise and Music. Amplified music is only allowed when one party rents the facility. 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 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 a nearby 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's responsibility to remove and dispose of all remaining food and beverages, which must be properly contained before removal.
- 18 Alcoholic Beverages. The renter 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, their representative, or participants who violate this part of the Agreement. Furthermore, the Renter 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 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 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 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.
- **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.
- **28** Renter 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 rental.

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

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

***WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

1. 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.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost that may be incurred due to the participation in any activity at Nature's Treasures of Texas, LLC.

3. 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.

4. 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.

Initials

NATURE'S TREASURES COMMUNITY EVENT CENTER PHOTO RELEASE FORM

I, _____, do / do not (check one) give consent to be photographed/have my event photographed by Nature's Treasures during the events included on my contract and authorize that the photographs may be published for any purpose, in any form.

Signature (Typ	ing your name her	e is considered	your signature.)
----------------	-------------------	-----------------	------------------

____Initials

Date

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 elected. Ask the Events manager for information and pricing.

In order to promote my event successfully, I agree to provide the Events Manager or the assigned event coordinator with at least one promotional photo and a 60-100 word description of my event, in publish quality, within 3-5 days of my event deposit payment.

Signature (Typing your name here is considered your signature.)

Refer back to this page for the specs for images we need.

Date

Social Media Links, Screen Names, Tags & Website(s) *

For Social Media Marketing & Promotional purposes please include clickable links to your preferred social media profiles <u>& follow Nature's Treasures</u> on Instagram & Facebook so that we can tag and/or send collaboration invites.

Logos, Graphics & Images

For promotional marketing purposes please upload your business logo, relevant photos and/or video content of your products or services. We can really use the original art no words on it, so that we may arrange as needed.

FB specs: Facebook Stories: Resolution: 1080 x 1920 pixels, Aspect Ratio: 9:16 Facebook Feed Ads: 1080 x 1080 pixels (1:1 aspect ratio) Minimum: 600 x 600 pixels

Instagram specs: 1080x1080 pixels for square posts (1:1 aspect ratio), 1080x1920 pixels for Stories & Reels (9:16)

NT Digisign specs: always horizontal 432x185 pixels

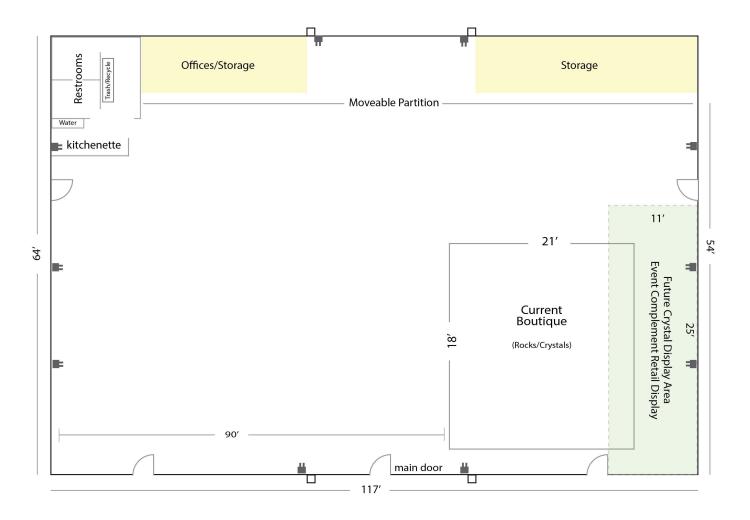
*****FACILITIES PRE-EVENT REQUEST CHECKLIST

Name of Presenter:	Phone:	
Name of Event:		
Event Date:	_Start & End Time:	Estimated Set-Up Time:
Chairs:	Minimum	Maximum Estimate
6 ft Tables	How many	Table cloths
Incidental Tables	How many	
Microphone		There are 2. A handheld or a Bluetooth wireless headset mic. ged to check sound quality prior to day of event, by appointment)
Podium	Yes No	
Projector		(Dell 1100mp) Renter MUST bring their own connector
100" screen	Yes No	
Extension Cord(s)	Yes No	(Renter should check positioning of electrical outlets)
Power Strip(s)	YesNo	

*All of our rental facility policies regarding etiquette and Nature's Treasures of Texas property are in the Rental Agreement.

Special Needs

Please sketch below how you will set up your room and where accessories are to be positioned. Note electrical outlet positions, which would necessitate use of extension cord(s). NT does not set up unless the set up package was elected. This is for YOUR planning purposes.





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

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

This is what is expected from the renter. We can provide this page and will be available at your event.

Please check when DONE:

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 at the back of the store
	A. Blue trash can bag goes to Recyclables and has a separate receptacle
	B. 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 at the New Event Center.
4.	All tables put away against the west wall at 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
	Lights and thermostat are employee responsibility. Upon completion leave this CHECKLIST with THE EVENT STAFF

NATURE'S TREASURES COMMUNITY EVENT CENTER DEPOSIT REFUND OR RESCHEDULE FEE RECEIPT

Today's Date: _____

Nature's Treasures 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.

Event Contact:	
Email:	
Phone:	
Mailing Address:	-
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 Date(s):	_
To:	

Amount \$_____

			Credit Type:	Staff:
--	--	--	--------------	--------