

# Hickory Street Annex Facility Contract

## ***Hickory Street Annex use only***

Event:

Date:

Contact:

Caterer:

Planner:

### Agreement:

This agreement is between Hickory Street Annex and the Client for the rental of the space at 501 Second Ave, Suite B-200. Any amendments to this contract shall be in writing as an additional contractual agreement.

### Deposits:

A deposit is required to secure the Client's date; payment is due 30 days prior to the Client's event. The deposit minus a \$300 cleaning fee is refundable 30 days after the event if the premises are left undamaged and in the condition it was found, there are no occupancy or time overages, and nothing has been taken from the premises that is property of Hickory Street Annex.

### Payments:

A payment of 50% is due at the time of signing the contract. The remaining 50% is due 30 days prior to the Client's event date. In the event of a cancellation or rescheduling prior to 30 days of the Client's event, the initial payment will not be refunded. If the event is cancelled after 30 days prior to the date, the security deposit of \$1000 will be refunded but no refund for the rental fee will be issued. Payments must be made in cash, cashier's check or check. Credit card payments are not accepted. Make checks payable to Hickory Street Annex. If payment is made by mail, please send to:

Hickory Street Annex  
Attn: Michelle Meyer  
501 Second Ave, Suite B-200  
Dallas, TX 75226

### Return Check Charge:

All checks returned due to insufficient funds or otherwise not paid will assess a \$35.00 service fee and cash transactions will be required from that date forward.

### Caterer:

All food requirements must be arranged through one of the approved caterers. Clients may NOT supply their own food. The Client must notify Hickory Street Annex of a selected caterer no less than thirty (30) days prior to the event date. The caterer shall provide Hickory Street Annex with a complete prospectus of the event three (3) weeks prior to the event date. Hickory Street Annex is a green facility and limits the use of disposable dinnerware (plastic, Styrofoam and paper plates). Caterers must supply glass or china.

### Alcoholic Beverage Policy:

All alcohol MUST be served by licensed bartenders staffed by the caterer or an approved staffing agency. Alcoholic beverages may not be served by the Client. Kegs of alcoholic beverages are not permitted. Cash bars are not permitted. Hickory Street Annex assumes no responsibility or liability of alcohol served on premises.

### Event Planner:

The Client must notify Hickory Street Annex of selected event planner (if applicable). The event planner may be required to sign a separate agreement with Hickory Street Annex. The event planner or the Client must provide Hickory Street Annex with a complete prospectus of the event three (3) weeks prior to the event.

### Duration:

The base rental rate for Hickory Street Annex is eight (8) hours including: three (3) hours for set up, four (4) hours for the event and no less than one (1) hour for tearing down and cleaning. For events requiring more time, written approval shall be obtained and there is an additional hourly fee. No event shall extend past 1am including clean up. No items may be delivered prior to the event date (without prior written approval). All items must be picked up the same day of the event (unless prior written approval).

### Damage to Venue:

In the event Hickory Street Annex is damaged by the Client, the Client's guests, or the Client's vendors; Hickory Street Annex shall make all necessary repairs and the full amount of the security deposit shall be held pending final costs. In the event Hickory Street Annex is damaged in an amount exceeding the security deposit, Hickory Street Annex shall prepare an itemized list of damages, repair costs less deposits held, and the Client shall immediately pay Hickory Street Annex the difference.

#### On-Site Security:

A security officer is required for all events. The ratio of security officers to guests is 1:100 at a rate of \$175 per officer. The officer shall be hired by Hickory Street Annex and then billed to the Client.

#### Valet:

The use of a valet service is the decision of the Client. If this service is required, Hickory Street Annex will make arrangements for the valet and bill the Client.

#### Property Usage:

No property (including curtains, furniture, accessories, plants, etc.) shall be moved without prior written consent. All decorations must be approved by Hickory Street Annex. Areas outside of Suite B-200 shall not be decorated without prior written consent. The long-term tenants of Hickory Street Annex shall be respected, as should their employees and the employees' vehicles. Events shall not interfere with their work at anytime. Access to the long-term tenants' offices shall not be blocked. The freight elevator is for moving equipment only. The Client and the Client's guests should not attempt to use the elevator at any time.

#### Safety:

Any decorations above arm's reach must be installed and dismantled by the staff of Hickory Street Annex at a fee of \$60 per hour. Clients are not allowed to climb on ladders to hang decorations provided by himself or herself, a rental company, or Hickory Street Annex.

#### Deliveries:

Hickory Street Annex will accept deliveries (with advance notice) on behalf of the Client; however, Hickory Street Annex does not assume legal responsibility for food, beverages, equipment, or other personal property brought into the venue for events at any time. All deliveries must be the day of the event (unless prior written approval).

#### Prohibited Items:

No hazardous, poisonous and/or flammable materials may be used by the client at Hickory Street Annex, including the surrounding vicinity. The following items are also prohibited: marbles, confetti, rice, decals, stickers, silly string, glue, tape nails, screws, or staples and any other similar materials that could cause harm to animals, people, or vehicles. The usage of candles is allowed with prior written consent. Hickory Street Annex has a no-smoking policy for any enclosed space. Smoking in the parking lot is allowed as long as cigarettes are disposed of properly.

#### Compliance with Laws and Ordinances:

The Client shall agree to comply with all City of Dallas ordinances and State and Federal Laws relating to the use of Hickory Street Annex. This includes but is not limited to the Texas Alcohol Beverage Commission regulations for liquor licenses and all other regulations related to the service of alcoholic beverages. Illegal use of drugs or narcotics on the premises is strictly prohibited and will result in termination of the event. Hickory Street Annex shall fully cooperate with law enforcement agencies in prosecution of perpetrators of this provision to the fullest extent of the law.

#### Disputes:

All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs initiation the arbitration shall be divided equally between the parties, including the arbitrator's fees. The prevailing party in any arbitration proceeding based upon this agreement shall be entitled to reasonable attorney's fees, all arbitration costs in addition to any other recoveries allowed by law. Any award may be enforced by a court of law. This agreement shall be construed under the laws of the State of Texas, with venue and jurisdiction in Dallas County, Texas.

#### Amendments:

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. No alteration may be made to this contract; all modification must be in writing and agreed upon at execution by the Director of Hickory Street Annex. Additional changes and or requests by the Client could cause an increase in event rental fees.

#### Indemnification:

The fullest extent permitted by law, the Client shall indemnify and hold harmless Hickory Street Annex, its agents, or assigns from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the venue pursuant to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property but only to the extent caused by the willful acts or omissions of Hickory Street Annex, anyone directly or indirectly employed by or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

#### Waiver of Contractual Right:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Date of Function \_\_\_\_\_

Contact Person \_\_\_\_\_ Drivers License number \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email address \_\_\_\_\_

Company name (if applicable) \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Time of Event: Beginning \_\_\_\_\_ am/pm Ending \_\_\_\_\_ am/pm

Time of Set up: \_\_\_\_\_ am/pm End of Breakdown \_\_\_\_\_ am/pm

Number of Guests \_\_\_\_\_ Number of Security Officers (1:100) \_\_\_\_\_

Caterer \_\_\_\_\_

Planner (if applicable) \_\_\_\_\_

Additional information \_\_\_\_\_

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Form of Payment \_\_\_\_\_

Amount of Deposit \_\_\_\_\_ Date Received \_\_\_\_\_

Total Amount Due \_\_\_\_\_

Date Due \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notes: \_\_\_\_\_

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