

THE LUXE EVENT BOUTIQUE

Mailing Address: 9506 N Sam Houston Pkwy E, Suite 250 | Humble, TX 77396-4903
Phone/Website: 281.416.0300 (OFC) 281.458.3633 (FAX) | TheLuxeEventBoutique.com
Hours of Operation: Tuesday–Friday 12:30 pm–5:00 pm, Wed after 5:00 pm by Appointment Only
Instagram: @theluxeeventboutique Facebook: The Luxe Event Boutique at Fall Creek

SPECIAL EVENT RENTAL AGREEMENT

This Agreement is made effective as of _____ (date), by and between *MY DAUGHTER'S WEDDING, LLC dba THE LUXE EVENT BOUTIQUE (THE LUXE)* and (_____) CLIENT(S).

Event Day/Date: _____ Booked Time: _____ Exit Time: _____ INITIAL

ADDITIONAL TIME: You (including any outside vendors) must be completely departed by exit time to avoid any additional charges. Please note that most events require 30 minutes or more to breakdown and exit.

In most instances, if there is not another scheduled event before or after yours, you may add additional time to your contract up until two (2) weeks prior to your event at the rates below, based on availability.

\$100.00/hr Mon-Fri daytime
\$150.00/hr Mon-Wed evening

\$125.00/hr Sat-Sun daytime
\$175.00/hr Thurs-Sun evening

This includes all vendors, coordinators, planners, assistants who want to set up prior to your contracted start time.

ADD-ON TIME AT END FOR LAST EVENT OF THE DAY ONLY:

If you add-on time the day of your event, **OR**, if you exceed your exit time, the rate is \$175.00 per hour. Any time past your exit time will be assessed in quarter hour increments rounded up to nearest quarter hour at the rate of \$43.75 per quarter hour. No event can go past 2:00 am.

No refunds will be given for early departure, unused time, or unused rental items. _____ INITIAL

NOT-FOR-PROFIT - A ten percent discount (10%) will be afforded to not-for-profit organizations holding a Federal 501(c)(3) Certificate (EIN required). This will apply to all days except Saturday EVENINGS when no discount will be offered. Tax and full price will be assessed until this certificate is presented.

OVERLAP IN TIMES. If your event spans daytime and evening hours, the evening rate will apply.

PAYMENT SCHEDULE (This Agreement serves as your invoice. Mailing address is listed above):

The Luxe Event Boutique is not required to send payment reminders. Late fees (per contract) apply for payments received after 5:00 p.m. on the due date. Forms of payment accepted include: cash, Visa, MasterCard, American Express and check (except for final payment). Post-dated checks are not accepted by The Luxe Event Boutique. All payments are non-refundable.

RETURNED CHECKS will incur a \$35.00 charge. No checks will be accepted for the last payment. Late fees may apply until payment is made. _____ INITIAL

ALCOHOL POLICY

The Luxe Event Boutique holds TABC Liquor License/Permit # **MB920026**, therefore, all alcohol is to be provided and dispensed (unless otherwise stated) exclusively by The Luxe Event Boutique staff. No consumption bars, all alcohol is to be purchased in advance. No refunds. To ensure timely delivery, **all beverage packages are to be finalized 30 days prior to the event.**

OUTSIDE LIQUOR AND ALCOHOLIC BEVERAGES ARE PROHIBITED AND NO ALCOHOL CAN BE REMOVED FROM THE PREMISES. THERE IS A PENALTY OF DAMAGE DEPOSIT FORFEITURE AND EVENT CANCELLATION FOR NON-COMPLIANCE

_____ INITIAL

CASH BAR ONLY: Cash Bar for up to 125 guests requires \$160.00 payment to cover bartender for 4 hours and additional security for 5 hours (required from guest arrival until event completion). Cash Bar for 150 guests or more requires a \$260.00 payment to cover bartender for 4 hours and additional security for 5 hours (required from guest arrival until event completion).

Sales Tax: 8.25% on hosted bar, beverages and staff. Tip Jar: 20% gratuity added to beverage package total for events without a tip jar.

DAMAGE DEPOSIT POLICY: A \$265.00 REFUNDABLE (\$15.00 fee non-refundable) damage deposit is due 30 days before event.

The damage deposit is FULLY REFUNDABLE on the **30th day after** your event completion less damage to The Luxe Event Boutique. Damage to building, inventory and property will be deducted from damage deposit. Any damages in excess of \$250.00 will be the CLIENT's responsibility and will be due at the time of the final walk-through.

Deposit will be mailed to the address on your contract. Please allow 2-3 business days for receipt. A stop payment fee of \$35.00 will be deducted from your refund if you do not update your address with The Luxe. _____ INITIAL

The responsible party and/or additional contact person must meet with the Event Captain at the beginning of the booked event to discuss rules, regulations, and other details pertaining to the event. Further, one of the above-mentioned persons must remain present during the entire rental to ensure all policies are being followed.

NON-PAYMENT CLAUSE:

The Luxe Event Boutique reserves the right to cancel an event, at any time, if any payment(s) is/are missed and other arrangements have not been made by two (2) weeks after the due date(s).

WEDDING REHEARSAL: Two weeks prior to your event, The Luxe will schedule your rehearsal based on available time. You will receive one (1) complimentary hour for rehearsal if you book during our regular daytime business hours above. Or, if you prefer an evening time, we offer one (1) complimentary evening hour on **Wednesdays** either 5 pm to 6 pm or 6 pm to 7 pm **by appointment only**. Any other day or time will be \$150.00 per hour. _____ INITIAL

MAXIMUM CAPACITY 165 WITH DANCE AREA, 200 WITHOUT DANCE AREA, 300 COCKTAIL STYLE:

The number of attendees cannot exceed the maximum capacity of the room. _____ INITIAL

OUTDOOR ACTIVITIES and LOITERING PROHIBITED

Due to the outdoor common area that must be accessible to all plaza tenants, no outdoor activities for private events are allowed. All guests must remain inside or leave the property, as no loitering outside is permitted. _____ INITIAL

ALTERCATIONS and DISTURBANCES

For the safety of you, your guests and our staff, any altercations or disturbances during your event will result in immediate cancellation of event, **forfeiture of deposit**, and everyone will be asked to vacate the premises. No refunds will be issued for time not used. _____ INITIAL

SECURITY/SUPERVISION REQUIREMENTS:

_____ (Client initial if applies) ALL events that start OR continue past 5:00 PM, **without alcohol** being served, will require one (1) security officer provided by The Luxe Event Boutique.

_____ (Client initial if applies) ALL events that start OR continue past 5:00 PM **with alcohol** being served will require two (2) security officers provided by The Luxe Event Boutique.

_____ (Client initial if applies) Events where the guest of honor is a minor up to age 18 require 1 chaperone per 10 guests AND two (2) high-level security officers (\$60/hour from guest arrival to rental end time). No security is required for children's parties that end before 5:00 PM and no alcohol is served. Alcohol may not be served to minors (< 21 years old).

_____ (Client initial if applies) Events with guest counts exceeding 200+ require two (2) or more security officers depending on count.

_____ (Client initial) Children require adult supervision at all times. The Luxe is not responsible for any lost or injured child.

CONCERTS/SPECIAL EVENTS/EVENTS WITH TICKET SALES REQUIREMENTS:

- prior approval by The Luxe
- flyer approval
- additional security
- additional Luxe staffing

CERTIFICATE OF INSURANCE:

The CLIENT(S) is responsible for providing The Luxe Event Boutique with valid certificates of insurance with the proper amounts of coverage for all sub-contractors/vendors that are supplying equipment which could fall over such as columns, arches and, audio visual equipment. It is also required of any vendor using a ladder, scaffolding or similar equipment. The document can be requested from a vendor’s insurance agent. The sub-contractors/vendors that could be affected include, but are not limited to, caterers, valets, performers, entertainment, equipment rentals (tables/chairs/tents, etc.), portable toilets, decorators, sound and lighting technicians, etc. All sub-contractors must have a certificate of insurance, naming “The Luxe Event Boutique” as additional insured. This policy must be provided (via mail or fax) thirty (30) days prior to the event.

Levels of Insurance Required:

The CLIENT is responsible for ensuring that separate certificates and endorsements for each sub-contractor/vendor being used are at the following minimum levels: Commercial Liability Insurance for a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate.

In lieu of insurance, sub-contractors and vendors may sign a waiver.

INDEMNITY

_____ INITIAL

In addition, CLIENT(S) agree(s) to indemnify and hold harmless *The Luxe Event Boutique*, its officers, staff and agents working on its behalf, from any and all claims, actions, suits, costs, damage/cancellations, and liabilities resulting from the breach of this Agreement, the negligent actions, willful misconduct or omissions of CLIENT(S), and CLIENT’s guests, invitees, agents, assistants and sub-contractors involved in the installation of décor for CLIENTS’ special event.

ROOM SETUP

requests must be completed at least two (2) weeks prior to your event. Setup must adhere to fire code and must be approved by Rental Coordinator.

Any changes to event details less than two (2) weeks from the event will incur an additional change fee of **\$25.00** per change. Changes include, but are not limited to, changes in rental times, floor plans, linens and décor selections. **Room setup cannot be changed by Event Captain upon arrival.** The Luxe Event Boutique does not accept responsibility for any personal items, rental items or vendors’ items. Nothing may be left in the facility. _____ INITIAL

GENERAL POLICIES:

The Luxe Event Boutique reserves the right to shut down an event at any time for violations of this rental agreement. No refunds will be issued and deposit will be forfeited if an event is shut down due to such violations.

1 Please inform all vendors including caterers, decorators, assistants etc. that *The Luxe* will be closed prior to your event. Client, vendors, and assistants must be completely vacated by contract end time. Because there may be an event immediately before your event, no deliveries will be accepted during our business hours without prior approval.

_____ INITIAL

2 **NO TAPE** or adhesives of any kind can be used in decorating, including on the walls, windows, floors or window frames. Only **3M Command** hooks, strips or magnets may be used.

_____ INITIAL

3 FIRE POLICY and ADA regulations must be followed:

- a. No fog machines, fireworks, foam producing devices, or sparklers allowed inside _____ INITIAL
- b. The Luxe does not have a cook stove, grease trap or ventilation system, therefore, no deep frying is allowed. Due to electrical wiring limitations, no more than 2 small electrical appliances (i.e. wafflemakers, crock pots, etc) allowed in Catering Prep area _____ INITIAL

- c. Smoking is prohibited (including cigars, e-cigarettes, personal vaporizers, hookah bars, etc.) anywhere inside the building or within 25 feet of entrance
- d. No parking in fire lane. Maintain aisles and do not block doorways or exit signs
- e. The Luxe is located in Harris County, therefore, open flame is allowed. However, the candle must be contained within a votive holder or hurricane

- 4 No outdoor activities, music from cars, or loitering is permitted outside of building.
- 5 No pets allowed in the facility.
- 6 No standing on furniture including chairs, tables and lounge furniture.
- 7 There is a freezer provided. However, the CLIENT may bring ice chests for their ice. If so, the CLIENT's ice chests must be placed on mats (client must provide) in the catering prep area. Guests may not bring in their own ice chests.
- 8 Charging or accepting admission and/or concession fees during an event is prohibited without prior approval. Fundraising is only permitted for local non-profit groups.
- 9 Must use designated loading/unloading area (east rear door).
- 10. **DÉCOR POLICY:** Rice, live rose petals, bubbles, piñatas, are prohibited indoors without prior approval. No food coloring allowed. No pushpins or staples are allowed.
- 11. Any leftover confetti and glitter will incur a \$35.00 cleaning fee.
- 12. No hanging decorations from walls, ceilings, doors, windows, or other fixtures without prior approval.
- 13. No inflatable bounce houses allowed on property, inside or outside.
- 14. No removal of banquet hall tables/chairs or furniture from VIP suite or at any time.
- 15. **ICE SCULPTURES** must be disposed of at back of building on grassy area. Do not discard on sidewalk or driveways.
- 16. All photographic and/or video graphic images may be used for promotional and/or advertising purposes only. The Luxe Event Boutique is not responsible for items left behind, lost or stolen.

Force Majeure:

The ability to execute this Agreement by either party is subject to formally declared natural disasters, including but not limited to hurricanes, flooding, earthquakes, fires, etc., as well as any government intervention, civil disorders or terrorism. Should the event be cancelled through a Force Majeure event, all fees paid by CLIENT to The Luxe Event Boutique will be returned to CLIENT thirty (30) days after declaration date.

Amendment:

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

SIGNATURES:

Party providing services:

(Name of The Luxe Event Boutique Representative)

By: _____ Date: / /

Party receiving services:

CLIENT(s) or agent of client: financially responsible for all the above.

By: _____ Date: _____

By: _____ Date: _____