

# **EVENT SPACE RENTAL AGREEMENT AND CONTRACT**

Agreement made on	, 20	, by and between
Skyline Entertainment Center LL and referred to as "Client". Client agrees to rent e Center, LLC agrees to make available the use Skyline Ave, El Pas, TX 79912 with the follow	e of the event spa	ce located at 4201
Date of the Event:		
Type of Event:		
Set-up starting at:		
Event Starting at:		
Event Ending at:		
Clean-up ending at:		
Total Hours:		
Clint's Name:		
Clint's Address:		
Clint's Phone Number:		
Clint's Email:		
5,000 square feet space with seating for 200,		

- Accessibility, decorations, events, and hours of operations will be handled on a case by case bases. All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events.
  - A signed contract and date-hold deposit of \$500 is due on day of booking.
  - The balance of your rental fee is due thirty (30) days prior to your event.
  - A copy of your Special Event Liability Insurance (see Insurance section on Page) is due no later than 10 days prior to your event. Otherwise the credit card on file will be held for damages should they occur.

**Cancellation:** Deposit is non-refundable. No refunds of the space rental fees thereafter will be refunded if cancelled 30 days prior to an event, as your agreement to rent Skyline Entertainment Center, LLC's event space may cause the loss of additional bookings or business. If circumstances beyond the control of Skyline Entertainment Center, LLC force us to cancel your reservation, or Skyline Entertainment Center will refund all sums paid. If the full rental payment is not received 30-days prior to the event, Skyline Entertainment Center, LLC reserves the right to cancel the reservation without a deposit refund.

Payments should be made to Skyline Entertainment Center, LLC via cash, cashiers check or all major credit cards. **No personal checks are accepted for payment**. A CREDIT CARD AUTHORIZATION FORM is located on the last page of this contract.

**Damage Fee**: All rentals will be charged a **\$150.00 damage fee**. This fee is refundable, so long as, there is no damage or vandalism to the building or equipment. In the event that there is excessive spillage, littering, carless and / or malicious dumping of food, liquid and other debris on furnishings or flooring (that is not cleaned up by the Client) or any damage to the building or equipment inside or outside, during the Client's event(s), the \$150.00 deposit will not be returned. This \$150.00 fee does not relieve the Client from responsibilities of any damages in excess of the damage fee. **Initial** 

**Security:** Security is required for <u>ALL</u> events. The cost of the security offer(s) will be paid by the Client. The security personnel will be assigned by Skyline Entertainment Center. The costs is **\$45** per hour, per officer. Notice of cancellation <u>MUST</u> be given at least **24-hours** prior to the start of your scheduled event(s). If cancellation is not made within a 24-hour period prior to the start of your event, the Client is responsible for paying the full amount owed to and for the security officers. **Initial** \_\_\_\_\_\_

**Decoration Deposit:** A **\$150.00** decoration removal deposit is required the day of rental or prior to the Client starting to decorate the building. This deposit is fully refundable once the management from Skyline Entertainment Center agrees with the Clients that all decorations have been removed at the completion of their event (the same night as the event ending). In the event that **ALL DECORATIONS** are not removed, Skyline Entertainment Center retains the right to keep the \$150.00 deposit in order to compensate for the removal of the decorations from the building. **Initial** 

<b>Clean Up:</b> Clean up is during the event is the responsibility of the Client unless
coordinated in writing by Skyline Entertainment Center management, ie. Cleaning table
and tacking out the trash. Initial

Skyline Entertainment Center only provides the Building, tables, chairs, beverages, and basic clean up after the Clients event **ONLY**, unless otherwise specified in writing in the contract. **NO** tablecloths, eating or serving utensils, cook utensils or equipment, plastic or paper products, etc. will be provided unless otherwise specified in the contract.

### **Rental Rates**

(All rental fees listed below are subject to change due to time of year, number of attendees, and hours of events, or at the discretion of Skyline Entertainment Center, LLC.). An additional \$250 clean-up fee is optional for some events.

Weekday Privat	e Group Meeting: (Min. 4 hrs. reserved)
	\$150 / hour (maximum of 50 guest when done hourly)
	\$800 / Full day (8:00 am - 4:00 pm, unless booking multiple days). Includes Space Rental, Tables, Chairs, and Sound (house speakers and mixer only) (up to 250 guest)
	+\$9 - \$11 per person + Gratuity to include Bar Services. Or you can pay for beverages on a drink by drink order basis.
	Number of expected guest
Friday, Saturda	y, & Sunday Private Group Meeting: (Min. 4 hrs. reserved)
	\$250 / hour (maximum of 50 guest when done hourly)
	\$1,500 / Full day (8:00 am - 4:00 pm, unless booking multiple days). Includes Space Rental, Tables, Chairs, and Sound (house speakers and mixer only) (up to 250 guest)
	+\$9 - \$11 per person + Gratuity to include Bar Services. Or you can pay for beverages on a drink by drink order basis.
	Number of expected guest
Weeknights Pri	vate Group Meeting: (Monday - Thursday after 5:00 pm)
	\$2,100 Space Rental, Tables, Chairs, and Sound (house speakers and mixer only) (up to 250 guest)
	Number of expected guest
	+\$9 - \$11 per person includes Alcohol
	+\$200 Bartender Gratuity
	+\$ <b>250</b> for clean up
	+\$45 / hour for security (total of 2 security guards for this fee)

Friday, Saturday	y, & Sunday Night Private Group Meeting: (after 5:00 pm)
	\$2,800 Space Rental, Tables, Chairs, and Sound (house speakers and mixer only) (up to 250 guest) Number of expected guest
	+\$9 - \$11 per person includes Alcohol
	+\$200 Bartender Gratuity
	+\$ <b>250</b> for clean up
	+\$45 / hour for security (total of 2 security guards for this fee)
Add-ons:	
Linen:	\$ 10 per table covered
	\$ 5 per chairs covered
Video Package:	Video Camera(s): \$40 per hour per camera
	Television(s): \$25 per hour per TV
	Video Wall: \$40 per hour
	Technician: \$25 per hour
	Personalized Video Recording of Event: \$125
Event Staff:	Bartender (\$17 per hour per person)
	Wait Staff (\$12 per hour per person)
	Security (\$17 per hour per person)
	Bar Back (\$9 per hour per person)
	Lighting Tech (\$20 per hour)
	DJ (\$ <b>40</b> per hour)
	Sound Tech (\$25 per hour)

Sound:	
	Vocal Microphones (\$65 per mic)
	Instrument Microphone (\$50 per mic)
	Vocal Clip-on Microphones (\$35 per mic)
	Speakers / Mixer (\$550 per day)
	Drum Set (\$150 per day)

# **Charge Summary**

Base Rental Amount:	\$
Clean Up Cost	\$250.00
Damage Deposit	\$150.00
Security Fee:	
Officers @ \$45.00 per hour/Officer	\$
Event Add Ons:	
Linen Fee	\$
Video Package Fee	\$
Event Staff Fee	\$
Sound / Equipment Fee	\$
TOTAL EVENT FEE:	\$
	•
DEPOSIT:	\$
BALANCE DUE AFTER DEPOSIT:	\$

# **CLIENT PAYMENTS**

AMOUNT OWED: \$		Final Payment Date:
1ST PAYMENT:		
AMOUNT:	DATE:	REC BY:
PAID BY:		PAYMENT TYPE:
NEW BALANCE: \$		
2ND PAYMENT:		
AMOUNT:	DATE:	REC BY:
		PAYMENT TYPE:
NEW BALANCE: \$		
3RD PAYMENT:		
AMOUNT:	DATE:	REC BY:
PAID BY:		PAYMENT TYPE:
NEW BALANCE: \$		
4TH PAYMENT:		
AMOUNT:	DATE:	REC BY:
PAID BY:		PAYMENT TYPE:
NEW BALANCE: \$		<u></u>
Note: The below Skyline Enter the Client's balance has been		nter LLC manager's signature indicates that their event.
Final balance is due NLT 14	Days prior to th	e start of the Clients scheduled event.
MANAGMENT'S SIGNATUL	RE	DATE

Cancellation Agreement: If the Client cancels their event 30-days prior, a full refund minus the \$500.00 non-refundable deposit. Below is a further scale for cancellations, the percentage will be paid based off the start of your rental date.
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- 1. **30-days** prior to rental date or more: Refund amount of **100%** of the balance paid minus deposit
- 2. 21-days prior to rental date: Refund amount of **75%** of the balance paid minus deposit.
- 3. **14-days** prior to rental date: Refund amount of **50**% of the balance paid minus deposit.
  - 4. Less than 14-days prior to rental date: Refund amount of 0% of the balance paid.

Please initial acknowledging that you understand and agree to the above cancellation and refund policy. All refunds will be issued in the form of a CHECK from Skyline Entertainment Center ONLY. No cash will be refunded.

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Skyline Entertainment Center LLC reserves the right to cancel the users / renters contract if the conditions of this contract are not followed. The Client shall receive a refund at the above percentages at the time of the cancellation.
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Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping Skyline Entertainment Center, LLC maintained and a safe location for future use.

# **Deposit/Rental Fees:**

A signed contract and date-hold deposit of **\$500.00** must be received to reserve your date(s) and time(s). This is nonrefundable unless Skyline Entertainment Center, LLC is forced to cancel the event, in which case, a the full deposit will be refunded. The Balance of your event space rental fee is due thirty (30) days prior to your event. No terms are implied or granted and no work will be allowed to commence until full payment is received.

#### Insurance:

Special Event Liability Insurance is required for **ALL** clients and is due no later than ten (10) days prior to your event. The insurance must, at clients sole expense, provide and maintain public liability and personal property damage insurance, insuring Skyline Entertainment Center, LLC and Skyline Entertainment Center, LLC's employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury, and other loss arising out of clients use and occupying of the premises, or any other occupant on the premises, including appurtenances to the premises and parking lot. The insurance required hereunder shall have a single limit liability of no less than \$1 Million, and general aggregate liability of not less than \$2 Million. Skyline Entertainment Center, LLC shall be named as an additional insured of said policy.

Any caterers and / or outside vendors, companies, and / or institutions **MUST** provide a copy of their Certificate and Catering License to Skyline Entertainment Center, LLC at least one month prior to the event.

# **Smoke-Free Facility:**

Skyline Entertainment Center, LLC is a smoke-free facility. There is no open flame, cooking and / or frying allowed on site. No smoking in any restrooms are allowed. If smoking materials are discarded in planters, sidewalks, or grounds; other than approved smoking areas, an extra cleanup charge of \$250 will be imposed. ANY GUEST violating the smoking restrictions will be asked to leave the premises by the event staff.

# **Attorney Fees:**

In the event Skyline Entertainment Center, LLC retains the services of an attorney to represent its interest in regard to the lease or to bring an action for the recovery of damages or other charges. The Client agrees to pay a reasonable attorney fee of not less than \$750 or 20% of the sum sued for, whichever is greater, plus the costs of any legal action.

#### **Lost and Found:**

Skyline Entertainment Center, LLC takes no responsibility for personal effects and possession left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to 30 days. Every attempt will be made to return any recovered item to its rightful owner.

#### **Promotions and Copyright:**

It is important to use that you have a fantastic and successful event. Should Skyline Entertainment Center, LLC be engaged in the promotion and co-production of your event, it is imperative that we see and approve all marketing messages and communications 30-days prior to the event. We are happy to provide professional created images and logos of Skyline Entertainment Center, LLC for promotional needs. We also reserve the right to take pictures and video of your event and use them for our marketing and promotional purposes.

# Catering, Cleaning, Trash, and Equipment Removal:

Skyline Entertainment Center, LLC will be in a clean condition prior to your event. Setup time needs to be incorporated into your rental agreement. At the end of your event, you will need to collect all trash and properly bagged and the furniture must be rearranged. All rental equipment must be removed that night unless approved otherwise by Skyline Entertainment Center, LLC. A clean-up fee of \$250 will be charged to all rentals with **NO EXCEPTION.** 

#### **Site Decoration:**

Skyline Entertainment Center, LLC wants to make every event here a special and welcome experience. Therefore every effort will be made to allow renters to prepare decorations reflecting their creative requirements. We ask that only the staff of Skyline Entertainment Center, LLC assist with rearranging and moving any furnishings, including artwork, lighting, antiques, or seating. No Nails, screws, staples, or penetrating items should be used on our walls or flooring. Any tape or gummed backing materials must be properly removed and in an extreme case of any wall damage, the card on file will be charged.

# City, County, State, and Federal Laws;

Renter agrees to comply with all applicable city, county, State, and Federal laws and shall conduct no illegal acts on the premises. This is a drug free and non-smoking facility at all times, NO EXCEPTIONS. Client shall not sell alcohol or premises at any time. Client may not serve alcohol to minors on the premises at any time. Client agrees, for everyone's safety, to ensure alcohol beverages are consumed in a responsible manner. Skyline Entertainment Center, LLC reserves the right, in its exclusive discretion, to expel anyone who in its judgement is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of Skyline Entertainment Center, LLC or the safety of its staff, guests, or building contents.

#### Liability:

Renter agrees to indemnify, defend, and hold Skyline Entertainment Center, LLC, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and / or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by client, its employees, and agents of alcoholic beverages at Skyline Entertainment Center, LLC. Skyline Entertainment Center, LLC is not responsible for any food that clients may serve or provide during the clients event(s). \_\_\_\_\_\_Initial

#### Conduct:

There is absolutely no drug use or smoking of any kind tolerated inside the premises only at identified authorized smoking locations on the premises. This includes loitering or congregating outside on the sidewalk at any time during the event. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Client and guest shall use the premises in a considerate manner

at all times. Conduct deemed disorderly at the sole discretion of Skyline Entertainment Center, LLC staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.

Your signature on this contract specifies that you have read and understand all the conditions listed within this contract and that you agree to all of the contract conditions and all associated charges listed.

CLIENT'S SIGNATURE	DATE	
MANAGMENT'S SIGNATURE	DATE	

Skyline Entertainment Center, LLC requires a credit card to be on file during the entirety of your event.

Please complete and sign this form to authorize Skyline Entertainment Center, LLC to made a debit(s) to your credit card listed below. Once complete, please email to management@skylineentertainmentcenter.com.

By signing this form you give Skyline Entertainment Center, LLC permission to debit your account as indicated below. This permission does not provide authorization for any unrelated debits or credits to your account.

	TE THE INFORMATION BEL		Intertainment Center, LLC to
	e my credit card account a da are non-refundable.	te-hold deposit in t	intertainment Center, LLC to the amount of <b>\$500.00</b> . Note:
This payment is for	my event on (date)		·
Please note that the days prior to your		e will also be cha	arged to this card thirty (30)
	use an alternative payment ne rental fees and balance ple		
remains the same.	you choose to use an alterna If the alternative method of p ard will be charged.	tive form of payme ayment has not be	nt, payment timeframe en received by the due date
Billing Address:			
Billing Phone:			
City, State, Zip:			
Email:			
Account Type:	O Visa O Master Card	O AMEX	O Discover
Cardholder Name:			
Account Number: _			
Expiration Date:	(	(MM/YYYY)	
CVV2 Number: AMEX)	(3 digit number on back	of Visa / MasterCa	ard or 4 digits on front of
form according to the described above. I	he terms outlined above. This certify that I am an authorized nt with my credit card compar	payment authorized user of the credit	
Signature:		Date:	
CLIENTS INITIA	ALS:		