



# Waterfront Event Center

## RENTAL AGREEMENT

### 1. Items included:

Use of facility for 4 hours for the event plus two hours to setup and one hour to take-down. Facility is described as the Ballroom, designated Restrooms, VIP Rooms (2), Caterer's Prep Kitchen, Outdoor Deck (2) and Bar. No cooking in Kitchen or on decks is allowed. All vendors are subject to approval and must show insurance certificate of liability coverage. If Client runs past event end-time additional charges for police or venue may be assessed. If client chooses use of Waterfront's tables and chairs then facility will set up the ballroom at least one week prior to event start provided the client has furnished a floor plan 30 days prior to the event.

### 2. Rental Deposit: \$1,000 (\$1,500 with Dining and All inclusive)

Receipt of client's security deposit in the amount of \$1,000 serves the booking date and time as shown on this contract. Deposit is credited towards rental fees and is not part of the damage deposit. This deposit secures your date and is not refundable. Balance must be paid 60 days prior to client's event. If balance due of rental fee is not paid by 60th day prior to client's event, contract is subject to be automatically cancelled. If booking occurs within 60 days of the event, there is no initial deposit and the event must be paid in full. We do NOT accept credit cards.

### 3. Damage Security Deposit: \$500

Client's damage deposit of \$500 is due payable at the time of payment of rental fee balance. Damage deposit will be refunded to client within 30 days following client's event, contingent upon damage assessment by facility and deduction any fees owed by client. If a violation of clauses in this contract warrant retention of all or part of said damage deposit or if the facility must repair damages in connection with client's event, client will be notified in writing of such damages and the cost of such damages as well as any additional fees owed by client to the facility will be subtracted from damage deposit prior to refund, if any.

### 4. Rehearsals

For an additional fee of \$300, if the facility is available, client may schedule a one (1) hour rehearsal of client's event in facility. All rehearsals must be scheduled in advance.

### 5. Access and Time Over-runs

The earliest event start time is 5:00 pm unless agreed upon in writing. Client may add extra hours to standard four (4) hour rental time for \$300 per hour. Facility will open for 2 hour set-up/decorating only on the day of the event and only if pre-arranged with the facility, and for one hour afterward for take-down and removal of all items that were brought into the facility. Facility does not provide personnel or equipment to assist client/vendors with set-ups or breakdowns. Past client's stop time, client will be billed \$300 for any hour or part of hour that the facility is occupied by client or vendors. This amount may be deducted from client's damage deposit, but in no event shall client occupy premises more than one (1) hour past the contracted stop time, including client's property, vendor's equipment or decorations.

## 6. Decorating

Facility will allow two (2) hours of setup time on the day of the event for decorating and deliveries. Client must advise facility in advance of any decorating/deliveries. Decorations may not be affixed to cause holes or paint damage to any part of the facility. Items installed by client or client's vendors may not cause damage to facility or it's personal property and must be removed by client's stop time. Facility does not provide personnel to help with installation or removing of decorations or vendor equipment. **Artificial confetti, artificial rose petals, and glitter is not permitted inside or out.**

## 7. Client's Vendors

If our in-house caterer or bartender is not used, client's vendor must have insurance and must be approved by Waterfront Event Center. No Cooking or food preparation is allowed in any area of the facility. Client must provide a list of all vendor names and addresses ninety (90) days prior to event. Client is responsible for removal of all client's guests, property and vendor property before the stop time. Any property left in the facility and not claimed within 24 hours following client's event will be disposed of with facility's discretion. Costs involved in disposal will be deducted by facility from clients damage deposit. Facility is not responsible for property of client, their guests or vendors that is lost, damaged or stolen on the property.

## 8. Children & Guests

Client agrees to assure that all children will be attended at All times and under responsible adult supervision while in facility. Client accepts responsibility for the safety of all client's guests, children and guest's actions during client's event.

## 9. Condition of Premises and Clean-up

Client agrees to leave facility in the same good condition as client found it at event start. Facility agrees to normal clean-up following client's event. Client is responsible for cost of repairs, as well as extensive cleaning or unusual conditions caused by client's event. Such costs will be retained from refund of clients damage deposit. The Waterfront Event Center is a No Smoking facility. Smoking is strictly prohibited anywhere inside the facility and is not permitted on the outdoor decks. Smoking is allowed in the parking lot, where a designated smoking section will be provided. All cigarettes must be disposed of in receptacles provided by facility. Cigarettes are not to be disposed in the water or parking lot. Non-compliance with the facilities smoking policy will result in forfeiture of damage deposit. Open flame or fires of any kind are not permitted in facility with the exception of table-top candles in fireproof protective enclosures or buffet table heating elements safely contained and vendor monitored. No confetti, glitter or artificial flower petals of any kind is permitted inside or outside on the premises. Client agrees to remove all food, beverage and trash from facility at end of event.

## 10. Use of Facility Personal Property

Facility fixtures and equipment may not be used for purposes other than those for which the items are expressly intended. An inventory of personal property of facility will be conducted following client's event and prior to refund of clients damage deposit. Facility furnishings may not be removed from the facility.

## 11. Alcoholic Beverages

Waterfront Event Center does not provide, serve or sell alcoholic beverages. Facility is landlord only to client. Client assumes any and all liability and responsibility for alcoholic beverages served, sold or consumed during client's event or connection with client's event in the facility, and accepts all liability from actions that may result from alcohol consumption. Client shall not provide alcoholic beverages to persons under 21 years of age. Client agrees to completely hold harmless the Waterfront Event Center for any claims for damages arising out of the providing, serving, sale or consumption of such alcoholic beverages, whether such claims arise from client, client's guests, vendors or those affected by same.

**We require that you use "Southern Spirits" as your bartending service** unless your Caterer has a TABC licensed/insured bartender, and provides us with a copy of all permits, licenses, etc. required by Texas Alcoholic Beverage Commission. If Waterfront Event Center allows you to use your Caterer for bartending services, your caterer will need to email us a copy of its General Liability + Liquor Liability insurance policy certificate, specifically naming Waterfront Event Center as "additional insured with a waiver or subrogation" stated on face of insurance certificate. The sale of alcohol (cash bar) is strictly prohibited. Violation of these rules will result in forfeiture of client's damage deposit, and Waterfront Event Center reserves the right to end any event in violation of these conditions. The Waterfront Event Center, Southern Spirits or any other service reserves the right to not serve alcohol to any guest or to stop service altogether if it deems necessary.

## **12. Parking**

Limited on-site parking is available. Additional over flow is available next door at Lou and Joe Jamail Bay Park (Washington Park), as permitted by the City of Galveston. Valet Service is available and is strongly recommended with 100+ guests and can be arranged at a cost of \$250 - \$300 (paid in cash directly to the valet service). **We urge you to encourage your guests to carpool and take advantage of Uber, Lyft, taxis, hotel shuttle (Dolmar offers a free shuttle), and private shuttles.**

A few adjacent parking spots are also available next door at Aunt Margie's Bait Shop. Parking beyond the designated cones and white chain link barrier is strictly forbidden and may result in vehicles being towed. If we are forced to stand outside to prevent cars from parking beyond the designated white chain link barrier at Aunt Margie's parking lot after the start of the wedding, then we may assess a fee of \$100 per hour, which we are authorized to deduct from the Damage Deposit if necessary. If any vehicles are towed from Aunt Margie's Bait shop or elsewhere, Waterfront Event Center is not responsible.

## **13. Cancellation**

This contract is non-cancellable, except at the sole discretion of Waterfront Event Center in the event of unusual or extenuating circumstances. Nor any funds refunded. We will, however, allow you to rebook your date within one year from your original date. Your original deposit will be credited toward the total cost of your new event date. An additional deposit of \$500 will be required to rebook a new date, and prices for the new booking will be based on actual prices at the time of the rebooking.

## **14. Security Officer**

Client agrees provide to pay for one Galveston Police Department Officer, which Waterfront Event Center will arrange if deemed necessary. In no event will Waterfront Event Center be liable should the Officer not show for any reason. Client agrees to release Waterfront Event Center for any losses, injuries or damages anywhere on property whether a Police Officer is present or not. Cost for Security Officer is \$175 for 5 hours, which is paid in cash directly to the officer that evening unless agreed upon in writing.

## **15. Maximum Count is 150 Guests**

A maximum of 150 guests is allowed on the premises for the duration of the event. Waterfront Event Center has the right to turn guests away or cancel the event if necessary. Waterfront Event Center also has the right to charge an additional \$200 if more than 120 guests show in attendance as detailed in the pricing sheet if the \$200 fee was not already charged at the date of booking.

Date Agreed Between Parties \_\_\_\_\_

Customer's Date of Event \_\_\_\_\_

**Waterfront Event Center**

**Customer**



\_\_\_\_\_  
**Signed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Email**

**Package Selected:**

☐ Silver (Reception Only)    ☐ Gold    ☐ Platinum    ☐ Diamond (Almost All Inclusive)

**Estimated Number of Guests:**

☐ 50    ☐ 75    ☐ 100    ☐ 125    ☐ 150    ☐ Other \_\_\_\_\_

Package Price: \$ \_\_\_\_\_

Package Type: \_\_\_\_\_

Less: Deposit: \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Other: \_\_\_\_\_ \$ \_\_\_\_\_

Add: Damage Deposit: \$ \_\_\_\_\_

Total Remaining Owed: \$ \_\_\_\_\_

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

**Notes/Requests:**

We are happy to address any questions, needs or wishes you may have!

Just call Lauren at 409-497-9685.