

The Filter Building on White Rock Lake Facility Usage Agreement

*White Rock Boathouse, Inc.
P.O. Box 140935
Dallas, Texas
75214-0935*

This Facility Usage Agreement is made between White Rock Boathouse, Inc. (d/b/a The Filter Building on White Rock Lake), hereinafter referred to as “WRB” or “The Filter Building,” and the following:

Name(s): _____

Name(s)/Hereinafter referred to as “Guest”. If the purpose and use of the Facility is a wedding or wedding reception, both intended spouses must be identified as “Guest,” and each of them is jointly and severably responsible for all obligations under this Agreement.

This Agreement is subject to and incorporates by reference all of the Usage Policies of The Filter Building on White Rock Lake as if set forth in full herein.

- 1. License.** WRB hereby grants to Guest a license to use the ground floor, second floor, adjacent parking lot located to the north of The Filter Building, and adjacent terrace and lawn areas, located at 2810B White Rock Road, Dallas, Texas 75214, and collectively referred to herein as the “Facility.”
- 2. Term of License.** The license shall begin on the Event Start Date and Event Start Time and terminate at Doors locked below. **The Term of License includes set ups for vendor deliveries, event time, break down and clean up - A total of 8 hours.** In accordance with Dallas City Ordinance, all events must end no later than 12:00 midnight with a clean up deadline for vendors no later than 1:00 a.m.

EVENT START DATE _____

EVENT TIME LINE:

Doors opened/Set ups _____

Bar opens _____

Event ends _____

Doors locked _____

3. **Purpose and Use.** The purpose of the rental shall be as follows:

Event Description: _____

Number of Guests: _____ (200 people is the building's maximum capacity)

The Facility shall be used and occupied only for the purpose of the event as described above and reasonably related thereto.

4. **Deposit, Rental Rate and Payment Terms.***

a. Rental rate _____ Extra hours _____

Furniture rental _____ Photo session _____

Patio lights _____ Extra Security _____

***The Reservationist will send out a reminder approximately 45 days before the event to confirm the above information. You may leave these items blank until 30 days before the event.**

b. **Deposit.** A deposit of $\frac{1}{2}$ of the rental rate is required if your event date is 12 months or under from the agreement sign up date. If the event date is scheduled for over 12 months from the agreement sign up date then the deposit is the full amount of the rental rate. The deposit will be applied to the final payment.

c. **Payment Terms.** All final payments (furniture rentals, extra hours, etc.) will be required 30 days before each event. Please do not send any payments certified delivery or Fed Ex. Please send regular mail only to the address at the top of this contract.

The Filter Building reserves the right to cancel your event if payments are not received by the dates listed above. In the event WRB cancels the event for nonpayment of any installment, Guest forfeits the deposit.

d. **Date Change.** The Guest is allowed one date change for no charge within 30 days of the deposit down payment. All date changes are subject to availability.

5. **Cancellation Policy.** If Guest cancels the event *thirty days or less* after the deposit is received, the guest will be refunded all but a \$50.00 processing fee.

If the guest cancels the event *thirty-one days or more* after the deposit/payments are received, there is **NO refund**.

There is no refund on furniture rentals, patio lights and extra hours after 30 days before the event.

6. **Food Service.** Guest can choose a caterer from our “**Recommended Caterer List**” or select a caterer of their choice. *If Guest contracts with an outside caterer, an additional \$300.00 fee and a \$1,000.00 security deposit are required.* Guest is responsible for contracting with your caterer to provide adequate personnel for set up, serving, bussing and clean up. Approved caterers are required to adhere to Facility’s Catering Procedures, Break down Checklist and other policies. If the Approved Caterer fails to adhere to this checklist, assessments shall be made and deductions from the security deposit for failure to clean the Facility properly or if damage occurs. Approved caterers must have current and a minimum of a 1 million dollar Certificate of Insurance on file with The Filter Building. If Guest’s caterer fails to comply with required regulations prior to an event, such failure will be grounds for cancellation of the event.
7. **Alcoholic Beverage Service Options.** Turnkey bar services (setting up the bar and serving drinks) may be fully contracted to one of our “Recommended Caterers” or Guest may provide alcohol to their contracted caterer. **Self-service of alcohol is not allowed and Guests may not hire their own bartenders. The caterer must contract the staffing of the bar.**
8. **Alcoholic Beverage Service Rules.** The following rules are applicable to all alcoholic beverage services:
 - a. All servers must be in compliance with all applicable laws. Texas Alcoholic Beverage Commission certificates must be provided to The Filter Building two weeks prior to the Event Start Date.
 - b. Please review The Filter Building Usage Policies for additional requirements.
9. **Alterations or Decorations.** Guest cannot alter, remove or add anything that effects walls, floors, light fixtures, furniture or any personal property of the Facility.

Rose petals and birdseed may not be thrown inside the building. No balloons or fog machines. All outdoor, string patio lighting must be contracted through The Filter Building staff. **Absolutely no items can be hung from the beams or rafters.**
10. **Security.** The Filter Building requires the presence of an off-duty Dallas police officer at all events taking place in the evening, events with 50 or more people, or any event where alcohol is served. **The rental rate includes 4 hours of security. Additional security is \$50.00 per hour payable with the final payment.**

The officer must stay until the doors are locked for each event. Guest agrees that The Filter Building may select the police officer(s) to be present at the Guest’s event. The designated officer’s word is final in all matters concerning security or decisions to terminate a function for any reason. The police officer has complete authority to have a guest removed.
11. **Entertainment.** Guest may contract with any DJ or band. Your vendor must adhere to the Facility’s entertainment policies outlined herein. Outside/Inside music is not permitted after 12:00 midnight, and in accordance with Dallas City Ordinance

requirements, cannot exceed a 65-decibel level beyond the Facility's grounds at any time. The Filter Building reserves the right to stop the music completely if the Guest, DJ or band fails to comply with these rules.

12. **Parking.** The Rental Rate includes use of the Facility's exclusive parking lot located outside the west entrance of the building. For events with 130 or more guests, valet parking services are required. Please see The Filter Building Usage Policies for a list of approved valet parking services.
13. **Waiver and Indemnity.** Guest agrees to the following provisions.
 - a. The Filter Building is responsible for the use of the Facility as described in Paragraph 1 above. The Filter Building accepts no responsibility for any food, alcohol or other beverage service provided by an approved caterer. **Guest does hereby indemnify and hold harmless The Filter Building on White Rock Lake, White Rock Boat House Inc., and any of its agents or employees, against any liability, loss, claim, demand, or suit arising out of or relating in any way to Guest's use of the Facility, Guest's activities at or around the Facility, or the Guest's contracting for the service of food, alcohol or other beverages at the Facility. It is the intent of parties hereto that all indemnity obligations assumed by Guest be without limit and without regard to the cause or causes thereof including the negligence of any party or parties, including The Filter Building on White Rock Lake, White Rock Boat House Inc., and any of its agents or employees whether such negligence be sole, joint, or concurrent, active or passive.**
 - b. The Filter Building does not accept responsibility for the damage and/or loss of equipment, supplies or personnel items while being used or at the Facility. Storage of equipment and supplies prior to the Set up Start Time indicated in Paragraph 2, above, is prohibited.
 - c. Guest is responsible for any damage caused by event participants and vendors. Damages, breakage or loss of any items in the building will be assessed and deducted from the Guest's deposit. In the event any damage, breakage, or loss exceeds the amount of Guest's deposit, Guest agrees to fully compensate The Filter Building within ten (10) business days of receipt of notice from The Filter Building setting forth the amount due.
 - d. The Guest has inspected the premises and accepts the Facility as being suitable for the Guest's event.
14. **Assignment.** This Facility Rental Agreement may not be assigned or transferred by Guest without the written consent of The Filter Building.
15. **Costs and Attorney's Fees.** If, on account of any breach or default by The Filter Building or Guest of their respective obligations under the Facility Rental Agreement, or because of any claim arising out of or relating to Guest's use of The Filter Building, it shall become necessary for the other to employ an attorney, the prevailing party shall be

entitled to recover its reasonable attorney's fees, expenses, and costs of court incurred in such litigation.

16. **Force Majeure.** This Agreement will terminate without liability to either party if substantial performance of WRB's obligation is prevented by a cause reasonably beyond WRB's control. Such causes shall include, but are not limited to: acts of God, regulations or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder, strikes, lockouts, curtailment of transportation facilities, or threat thereof; or other emergency making it illegal or impossible to provide the Facility for the event.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THE MASTER AGREEMENT FOR THE CONSTRUCTION, RENOVATION, OPERATION AND MAINTENANCE OF THE PREMISES AT THE PARK BETWEEN THE CITY OF DALLAS AND BOATHOUSE (THE "MASTER AGREEMENT"), AND WILL TERMINATE, WITHOUT LIABILITY OR RECOURSE, IN THE EVENT OF THE TERMINATION OF SAID MASTER AGREEMENT, UNLESS THIS AGREEMENT IS ASSUMED OR EXTENDED BY THE CITY. THE CITY OF DALLAS SHALL HAVE NO LIABILITY, OBLIGATION, OR RESPONSIBILITY UNDER THIS AGREEMENT, AND THE PARTIES HERETO RELEASE THE CITY OF DALLAS FROM LIABILITY FOR ANY CLAIMS, SUITS, OR JUDGMENTS IN CONNECTION WITH THIS AGREEMENT.

Date _____ Signature(s) of Guest(s) _____

PRINTED NAME(S): _____

ADDRESS(ES): _____

HOME PHONE(S): _____

WORK AND CELL PHONE(S) _____

EMAIL(S): _____

ADDITIONAL CONTACT: (not out of town after event) _____

Relationship _____ PHONE _____

***Please send all checks/payments to the address at the top of page one.**

Office use only

Date deposit received _____

Amount/Ck # _____

Received by _____