

## Common Grounds Event Centre (CGE) Renter's Contract:

We are so excited to be hosting your next event at Common Grounds Event Centre (CGE). Below is some last minute information needed in order to make your preparation and planning run as smoothly as possible. Please read through thoroughly. As always, if you have additional questions or need any assistance, please feel free to reach out to our CGE staff.

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### Terms & Conditions:

Please read carefully the terms and conditions before you book your special event at Common Grounds Event Centre.

### *Terms:*

The Renter of the venue, which is the person that is in contractual agreement with Common Grounds Event Centre, will adhere to all venue rules and policies. An agreement between CGE and "Renter" will take effect, the first day of rental day (start/ending time booked for).

*Common Grounds Event Centre is located at: 9215 Broadway St. Suite 101, Pearland, TX. 77584.*

\*The sole person who signs the contractual agreement, is the responsible renter of the venue.

All guests that are attending or invited by the renter, vendors, contractors, and all other individuals on the premises during the rental period, the renter is responsible for all persons on the property.

When the contractual renter receives the access code, this will start their rental time frame for the day and to have permission to be on the Common Grounds Event Centre (CGE) property.

The "Rental Date" is the first day of the Rental Period.

### **Renter Guidelines:**

If you are wishing to rent at CGE, all renters must be 21 years or older to rent. Valid forms of identification will be required at the time of booking. A valid state ID, Driver's license, or passport are acceptable. A copy of Renter's identification will be kept on file for verification purposes only. Minors (17 years & younger) must be accompanied by a parent or legal guardian at all times. Renter is responsible for minor attendees.

Common Grounds Event Centre has an occupancy of **99 (including any hired staff for your event)**. Renter is responsible for ensuring that there are no more than **100** occupants **within** the venue at any given time. Any event that is forced to shut down, due to attendees numbers being above occupancy renters WILL NOT receive deposits or refunds, who do not adhere to the occupancy.

### USE OF THE PREMISES:

Renter may only occupy CGE during the timeframe specified in the Facility Event Space Rental Agreement. Renter is required to complete set-up and tear-down within this defined timeframe. All outside deliveries/pickups must be made within this defined **time frame**. If tear-down and removal of non-CGE equipment is not completed by the end of the rental time, Renter will be responsible for additional rental time at the overtime rate listed in the accompanying booking form.

### Making a DEPOSIT, Forms of PAYMENTS, & Event

#### CANCELLATION:

At the time of booking, Renter is required to place a credit card on file to pay a deposit of 50% of the total rental cost. The 50% deposit is NON-REFUNDABLE. The remaining balance is due no later than 7 calendar days prior to the rental date. If the balance is **NOT** paid by the 7th day prior to the rental date, **the deposit will not be refunded and**

CGE has the right to cancel a rental for non-payment.

A **Incidental Fee** in the amount of \$200 is required and a credit card deposit must be provided to CGE **one week before your rental booking**. The **Incidental Fee** will be **refunded 5-7 business days after your event**. Unless CGE deems it necessary, for fees related to infractions incurred, and/or in order to repair any damage inflicted upon the Venue by Renter and/or Renter's Associates, the **Incidental Fee** will be released to Renter following the expiration of the rental period. If damages and/or infractions exceed the reserved \$200 amount, CGE can charge up to an additional \$800 to cover damages. CGE will process the **Incidental Fee** transaction as quickly as possible. However, this process may take up to 7 business days following expiration of the rental period to be completed.

Cancellation Policy:

We adhere to our cancellation policy, with no exceptions. Full deposits (100%) will go to newly booked dates for clients wishing to reschedule.

If a rental is canceled **at least 30 days prior** to the rental date, Renter may apply the 50% deposit toward a future rental date (transfer). The transfer date must be within 12 calendar months of the original rental date. Only one transfer is allowed per rental.

If a rental is canceled **less than 30 days prior** to the rental date, all payments made are nonrefundable, and the balance of the rental price will be charged to Renter's credit card on file.

Common Grounds Event Centre reserves the right to take all legal steps to collect any balances that are unpaid and owed by Renter to Common Grounds Event Centre.

Common Grounds Event Centre **will not provide refunds** for situations beyond the control of Common Grounds Event Centre, including, but not limited to, delays due to road construction/closures, weather, death, acts of God, etc.

**\*\*Common Grounds Event Centre is a cashless venue. We accept all major credit cards and payment can be made online or in-person.**

**ALCOHOL POLICY:**

Common Grounds Event Centre demands strict adherence to state laws regarding alcohol consumption at the Venue. Common Grounds Event Centre's Alcohol Policy will be posted at the front entrance of the Venue. If Renter elects to offer alcohol during the rental period, Renter must understand and adhere to the following:

1. Common Grounds Event Centre requires that all attendees of events in which alcohol is to be served must be at least 21 years of age.
2. Common Grounds Event Centre prohibits the sale of alcohol on the premises without a permit. If alcohol is sold during a rental period, Renter must: (1) obtain permission from Common Grounds Event Centre; and (2) obtain a temporary TABC permit that must be signed by Common Grounds Event Centre. NOTE: obtaining a temporary permit can be costly and takes time (usually 45-60 days, but sometimes longer).
3. Renter may sell tickets for entrance into Renter's event, but the tickets cannot be used to obtain alcoholic beverages at the event. Renter is prohibited from

posting anything online or in print regarding the sale of alcohol at Renter's event. If alcohol is mentioned, it must state that it is either free or BYOB (i.e., "bring your own beverage").

As a temporary lessee of the Venue, Renter is permitted by law to provide free alcoholic beverages without a permit. However, to be truly "free" any alcohol that is served must be available to any individual over the age of 21. If free alcoholic beverages are only available to paying customers, the law assumes that the cost of the alcohol is included in the price of the service. In this case, the Renter would be "selling" the alcoholic beverages, and a permit would be required. In other words, when a Renter provides "free" alcoholic beverages, there cannot be any expectation of receiving money. The Renter cannot ask for a "donation" or "tip."

4. Any and all liabilities arising from the consumption of alcoholic beverages on Common Grounds Event Centre's premises are the responsibility of the Renter. All Texas state laws, and Federal Laws must be adhered to at all times.
5. Renter may not serve alcohol to minors on Common Grounds Event Centre's premises at any time. In addition, Renter must, for everyone's safety, ensure that alcoholic beverages are consumed in a responsible

manner. Common Grounds Event Centre reserves the right, in its exclusive discretion, to expel anyone from the premises who, in its judgment, is intoxicated or under the influence of alcohol or drugs, or who otherwise engages in behavior that jeopardizes the rights of Common Grounds Event Centre or the safety of its patrons, staff, guests, employees or property.

6. Law enforcement must be present at all rentals in which alcohol is being served or for events larger than 50 guests. Renter must secure law enforcement directly through Common Grounds Event Centre. Securing law enforcement officials outside of the direct contacts of Common Grounds Event Centre is prohibited.
7. As previously stated, Renters are responsible for all guests, contractors, caterers, visitors, of their event. Any such case, if a minor is served alcohol, the renter will face any violations law enforcement and your event will be force to shut down. Renter will not be refunded any funds at that point.
8. Renter is responsible for all guests, contractors, caterers, and visitors of their event. Common Grounds Event Centre is NOT RESPONSIBLE for any person's whom consumed alcohol on the venue premises or thereafter when such person's leave the venue. The Renter is responsible for the safety of all individuals in attendance of the event.



## **PROMOTIONS & COPYRIGHT:**

Common Grounds Event Centre encourages Renter/Renter vendors and Renter guests to take photos during the rental. Common Grounds Event Centre hopes that Renter will share these pictures. Any pictures shared with Common Grounds Event Centre can be used for promotional purposes.

Common Grounds Event Centre ask that all renters and guests use their best judgement when posting photos that include the name or logo of Common Grounds Event Centre (CGE).

## **SITE DECORATION:**

Common Grounds Event Centre wants to make every rental a special and welcome experience. Therefore, every effort will be made to allow Renter to prepare decorations reflecting their creative requirements.

However, we ask renters to be mindful of their decoration and hazardous materials. Renters are responsible for any damage made by contractors/vendors hired, guests, or the renter. We ask that you adhere to the specific guidelines when decorating the venue:

- Nothing may be affixed to any wall, wood, furniture or painted surface by using putty, wire, **NO GLITTER**, tacks, staples, tape or any material that will harm the finish. No painting on any walls or surfaces.
- All rehearsals and performances that require tape on the floor must use non-residue (blue painter's) tape. All tape must be removed immediately after each reservation period. No tape may be left on the floor overnight. Clients will be billed for removal of any tape that remaining after their event.
- Helium balloons are not allowed in any space unless approved by an event coordinator one week prior to the event.
- Open flames are not allowed in any space.
- Renter must get pre-authorization from venue for any décor that will hang from ceiling tile.

### CATERING, CLEANING, & TRASH:

Common Grounds Event Centre will be in a clean and good condition prior to Renter's event. Renter is required to return the Venue to the same clean condition it was in when Renter took possession. All trash (including event area, prep kitchen area, and restrooms) must be collected, properly bagged and removed by Renter or an individual or entity working on Renter's behalf. Trash bags will be provided by the venue. Dumpsters are located at the back of the venue. Renter is **NOT** responsible for breaking down tables and stacking chairs. All foods, food containers, beverages and their containers must be discarded. Please do not leave used dishes or utensils in the kitchen area. CGE utensils/dishes must be washed and returned back to their respective location. A cleaning fee is charged to all renters in the amount of \$125 at the time of booking.

All furniture/equipment/decorations brought into the Venue by Renter or Renter's Associates must be removed from the premises prior to the expiration of the rental period. Failure to return the Venue to the same and good condition it was in when Renter took possession, will result in the loss of all or part of Renter's **Incidental Fee Deposit**.

With extra precaution and safety, we ask that you are mindful of any glass breakage, liquid spills, and broken furniture. Please be vigilant and contact immediately of any damages including but not limited to; broken chairs, broken glass, punctures or holes in the walls, toilet backups, chipped floors, etc. Ensure no gum or gunk is stuck to the underside of the counter-tops, tables, or in the sink. Wash, dry and put away dishes and any prep items from kitchen area. Remove everything from the refrigerators and microwaves. No items should be left behind.

**Any damages caused by the Venue by Renter and/or Renter's Associates may also result in the loss of all or part of the Incidental Fee.**

Any caterers and/or outside vendors, companies, and/or institutions who will be present at the Venue during the rental period **MUST** provide a copy of their Certificate and Catering License to Common Grounds Event Centre at least ten (10) days prior to the rental date.

### **SMOKE-FREE FACILITY:**

Common Grounds Event Centre is a non-smoking facility. Smoking is not permitted inside the Venue or within **60ft of any entrance/exit to or from the Venue**. Renter and all of Renter's Associates are prohibited from all forms of smoking, which includes, but is not limited to, smoking cigarettes, cigars, marijuana, vapes, CBD products, hookah, illicit drugs, etc. Violation of this policy will result in the loss of the full amount of Renter's Security Deposit.

### **SECURITY & SURVEILLANCE:**

Common Grounds Event Centre is equipped with video monitoring equipment to ensure the safety of both the Venue and Renter. Recordings are reviewed only in the event of an incident or when deemed necessary by the Venue for security purposes. Recordings are never released publicly or sold and will remain in the sole possession of Common Grounds Event Centre unless disclosure is otherwise required by law.

### CITY, COUNTY, STATE & FEDERAL LAWS:

Renter agrees to comply with all applicable city, county, state, and federal laws and shall not engage in any illegal activity on Common Grounds Event Centre's premises. Common Grounds Event Centre is a drug-free and non-smoking facility at all times, NO EXCEPTIONS.

### Renter and Guest's CONDUCT:

Renter and Renter's Associates are, at all times, prohibited from loitering or congregating outside of the Venue, which includes the sidewalks bordering the Venue and all immediately surrounding areas.

Disparaging remarks or any type of physical violence by Renter or any of Renter's Associates will not be tolerated and will be cause for immediate expulsion from the Venue. Renter and Renter's Associates must use the premises in a considerate manner at all times. Conduct that Common Grounds Event Centre, in its sole discretion, deems disorderly may be grounds for immediate expulsion from the premises and immediate termination of the rental period. In such cases no refund of the rental fee will be made. Law enforcement has the rightful law to discontinue any event, and, in this case, renter's money will not be refunded.

## INSURANCE:

Special Event Liability Insurance is highly recommended, but not required from Renter. If Renter chooses to provide insurance, proof of such insurance must be provided to Common Grounds Event Centre at least ten (10) days prior to the rental date. The insurance must, at Renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring Common Grounds Event Centre, contractors and contracted vendors, and all other occupants on the premises during the rental period, against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and occupancy of the premises, which includes all appurtenances to the premises and sidewalks. 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. Common Grounds Event Centre shall be named as an additional insured of said policy.

**Any caterers and/or outside vendors, companies, and/or institutions who will be present at the Venue during the rental period MUST provide a copy of their Certificate and Catering License to Common Grounds Event Centre at least ten (10) days prior to the rental date.**

Thank you for entrusting CGE with your special occasion. We look forward to working with you now and in the future.

**\*\*Please make sure all lights are off and doors are locked when building is vacated. Please text us when the renter, ALL guests, and hired staff have vacated the building.\*\***

*~ Common Grounds Event Centre*