



# Rental Agreement

## Contractual Rules and Regulations

**Agreement:** This agreement is between NTX Automotive Museum, LLC. ("NTX") and \_\_\_\_\_ ("Client") for use of the NTX banquet room known as \_\_\_\_\_ located at 677 W. Campbell Road, Richardson, Texas 75080-3302 ("Venue") on \_\_\_\_\_ (event date) for \_\_\_\_\_ guests.

The estimated charges for this event are \$\_\_\_\_\_.

Any remaining residual charges for additional items or guest overages will be due prior to event start.

**1. Payments:**

Additional Items (not included)  
**LED Lighting** \_\_\_\_\_  
**Added Daytime** \_\_\_\_\_  
**Car** \_\_\_\_\_  
**After Hours** \_\_\_\_\_ (past 12)  
**Security** \_\_\_\_\_

**2. Refundable Cleaning and Damage Deposits:** Client is required to forward 2 deposits for damage (\$1000 for less than 200 people and \$2000 for more than 200 people) to NTX in full 30 days prior to the event date. If the venue is left in the condition it was found and there is no damage to the venue or missing NTX property, and there are no overages in the number of anticipated guests, then both deposits will be returned in full within 10 business days after the event. In the event the above conditions are not met, NTX shall return a portion of these deposits with an itemized list of all additional costs incurred. In the event the venue is damaged in an amount exceeding the security deposit for damage, NTX shall make all necessary repairs and all other deposits shall be held pending final costs. In the event the final repair costs exceed all monies held in deposit, NTX shall prepare an itemized list of damages and repair costs, fewer deposits held, and Client shall immediately pay NTX the difference upon written demand for the same.

**3. Guests:** There will be an additional \$12.00 per person charge for overage on guests attending the event exceeding the number of guests shown in the contract. All children under the age of 16 are only allowed in the museum section of the building under supervision of an adult. NTX reserves the right to

refuse anyone for any reason access to any venue or entry into the facility at any time.

4. **Return Check Charge:** All checks returned due to insufficient funds or otherwise not paid will be accessed a \$35.00 service fee and further transactions must be made by certified funds or cash. This agreement will not be valid unless all payments are secured.
5. **Event Cancellation:** If the Client cancels the event, Client must provide their cancellation request to NTX in writing by certified mail. The initial deposit is non-refundable and shall be forfeited in the event of cancellation. If Client cancels the event within 60 days prior to the event date, all contracted fees will be due. If Client cancels the event more than 60 days prior to the event date, one half of all contracted fees will be due. NTX reserves the right to cancel any event with written notice to the Client if any of the terms or conditions of this contract are not met by the Client. NTX reserves the right to cancel any events 90 days prior to the event date with written notice and a full refund, without reason. Date changes will require a new Rental Agreement and may result in additional costs.
6. **Caterer:** NTX has a list of approved caterers. Client agrees to notify NTX of the catering company selected no less than 30 days prior to the event date. Self-catering is prohibited. There will be a fee which must be paid to NTX by any caterer who is not on the list. All caterers must meet certain qualifications and agree to pay 10% of the total pre-tax gross of food and beverage sales by certified check no later than 5 days prior to the event. Events will not be allowed to proceed unless this payment is received. Cooking is NOT allowed in the building.
7. **Alcohol:** All alcoholic beverages provided by the Client must be served only by TABC (Texas Alcohol and Beverage Control) licensed bartenders and/or servers and must be in compliance with all applicable laws. TABC permits must be pulled and provided to the venue no later than 5 days prior to the event. It is the Client's responsibility to make sure this paperwork is turned in. Cash bars or professionally provided bar services may not open unless this permit is on display in venue.
8. **Use of Space:** NTX shall determine exact use of space. There will be no usage of space outside of rented room. A final walk through with Client, caterer, and all suppliers must occur with an NTX representative at the venue no later than 2 weeks prior to the event date for the purposes of reviewing all aspects of the event and contract, and to determine a diagram for the use of space. Client agrees to pay venue \$250.00 per hour for on-site changes made to the approved event diagram. Tables must be available to accommodate beverages to prevent them from being placed on the floor.

NTX can not be held liable for any unforeseen breakdowns such as air conditioning or heating. NTX reserves the right to request a copy of each and every photograph, movie, sound, advertisement, or any other media taken at or used for the museum/venue either in electronic or print format within 30 days after the event date at no charge. NTX reserves the right to use any of the above media for advertisement, education or any other media purposes. No food or beverage is allowed without a rental agreement. Enhancements must be arranged through the site manager at least three weeks prior to the event (stage, dance floor, tenting, generator, etc.). Children must be accompanied by an adult. No running is allowed. Guests must remain at least 3 feet away from stanchion and ropes and are not allowed to touch cars. Please understand that the space you are renting is not the total museum but only the room on this contract! During early set up, clients must not bring any young children. The museum will take no liability for unsupervised children who are injured during early set-up. NO children are to go on the stages or out of the room that the party has booked. Only adults may be present for rehearsals. Young children that are a part of rehearsal are to be registered with the supervising adult.

- 9. Set Up/Tear Down:** No more than 2 hours for set up and more than one (1) hour for tear down and clean up (unless with prior written approval), no items may be delivered prior to the event date and must be picked up the same day of event (unless with prior written approval). Rental items must be picked up immediately after the event unless prior approval is granted in writing.
- 10. Photography:** Bridal portraits may be taken at the venue during regular operating hours at no charge if the wedding is being held at NTX.
- 11. Rehearsal:** If no other event is booked the day prior, a 2 hour rehearsal will be allowed at no charge during regular operating hours. If the rehearsal occurs outside of these hours, there will be a \$150.00 charge to keep the museum open for the rehearsal. No kids allowed during set up or rehearsal unless discussed with management prior to the event. Children that are apart of the rehearsal must have constant adult supervision.
- 12. Decorations:** No property (including curtains, furniture, accessories, chairs, benches, tables, plants, urns, etc.) may be moved without the prior written consent of NTX. All decorations, props, banners, or platforms used for the event including table decorations must be approved by NTX. NTX reserves the right to change the layout and/or decoration of the facility at any given time. No open flames are permitted; only pre-approved votives are allowed on reception tables. Please do not change the museum (where the cars are) set up and furniture for your event unless you are renting the entire museum.
- 13. Prohibited items and materials:** No hazardous, poisonous, and/or flammable materials may be used at the venue, including the immediate

vicinity outside the venue. The following items are also prohibited: helium-filled balloons, glue, paint, nails, tacks, screws, glitter, tape (except gaffers tape for the purpose of securing cables to the floor), marbles, confetti, rice, decals, stickers, silly string, sand, sawdust, tape, staples, sparklers, and other similar materials. Bubbles, birdseed, and rice may be used outside only. No galvanized tubs can be used for icing down beverages. In addition, keg beer is prohibited from the venue. No animals, other than those providing assistance to guests with disabilities, are allowed.

- 14. Compliance:** Client agrees to comply with all City of Richardson ordinances and State and/or Federal laws relating to the use of the Venue, including but not limited to Internal Revenue Service regulations for collection of any fees or funds; the TABC regulations for liquor licenses and all other regulations and legal decisions related to the service of alcoholic beverages. Illegal use of drugs or narcotics on the premises is strictly prohibited and will result in termination of the event. NTX shall fully cooperate with law enforcement agencies in prosecution of perpetrators of this provision to the fullest extent of the law.
- 15. Deliveries:** NTX will accept deliveries on behalf of the client; however NTX does not assume legal responsibility for food, beverages, equipment, or other personal property brought into the Venue for events, at any time. All deliveries must be the day of the event (unless prior written approval is received). NTX staff is not allowed to carry or move items.
- 16. No Smoking Policy:** The Venue has a no-smoking policy that will be strictly enforced.
- 17. Duration:** Event duration is 7 hours. The Venue closes at midnight (12 am) and all events must end accordingly unless extra hours are paid for by client in advance. In the event Client or its assign(s) (including but not limited to caterers, wait staff, bands or musicians, etc. unless previously arranged pursuant to paragraph 8 herein) require more time for set-up (2 hours prior) or fail to remove their personal and/or business related items from the premises within one hour after the event ceases, then the Client agrees to pay NTX an additional fee of \$350.00 per hour (one hour minimum). All billing after the initial hour shall be in 30 minute increments.
- 18. Disputes:** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs of initiating the arbitration shall be divided equally between the parties, including the arbitrator's fees. The prevailing party in any arbitration proceeding based upon this agreement shall be entitled to reasonable attorney's fees, all arbitration costs in addition to any other recoveries allowed by law. Any award

may be enforced by a court of law. This agreement shall be construed under the laws of the State of Texas, with the venue and jurisdiction in Dallas County, Texas. Any lawsuits against NTX if not won by party suing NTX shall pay attorney fees and management fees for the time invested by NTX.

- 19. Warranties:** NTX does not make any warranties to Client regarding the venue or its use.
- 20. Entire Agreement:** This Agreement contains the entire agreement between the parties herein and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Please do not accept any promises from staff members without a signature from management.
- 21. Amendments:** This Agreement may be modified or amended, if the amendment is made in writing and signed by both parties. No alteration may be made to this contract, all modifications must be in writing and agreed upon at execution by an NTX representative. Additional changes and/or requests by client (or his or her assign(s)) could cause an increase in event rental fee.
- 22. Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 23. Indemnification:** To the fullest extent permitted by law, Client shall indemnify and hold harmless NTX, its agents, or assigns from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the Venue pursuant to this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the willful acts or omissions of Client, anyone directly or indirectly employed by it or anyone for whose acts they may be reasonably expected to be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.
- 24. Force Majeure:** NTX failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, natural disasters, fires, floods, acts of God, governmental

restrictions, power failures or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

**25. Security:** A security guard fee of \$37.50 per hour per security guard will be charged to your rental fee. One security guard is required for every 250 guests. Security guards will be hired by NTX.

**26. Waiver of Contractual Right:** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

The North Texas Automotive Museum, LLC

\_\_\_\_\_  
Client Printed Name

By: \_\_\_\_\_  
North Texas Automotive Museum, LLC

\_\_\_\_\_  
Client Signature

RENTAL START TIME (SET UP TIME) \_\_\_\_\_

RENTAL END TIME (ALL VENDORS OUT) \_\_\_\_\_