

The Mansion

THE TEXAS FEDERATION OF WOMEN'S CLUBS HISTORICAL FOUNDATION

2312 San Gabriel St., Austin, Texas 78705

EVENT CONTRACT

Name/Business: _____

Event Name/Type of Event: _____

Set-Up Time: _____ Event Start Time: _____ Event End Time: _____ Wrap Time: _____

Number of Attendees (299 max): _____

Address: _____ City: _____ State: _____

Contact Name: _____

Primary Phone: _____ Secondary Phone: _____

Email Address(es): _____

Event Date: _____

Explanations:

1. The following prices are listed for a consecutive 8-hour time block. Additional time may be purchased at a separate rate.
2. "Wrap Time" refers to the agreed upon time the booking party must have the event space returned to its original condition and ready to leave the space.
3. The venue CLOSES at 1:00AM. All guests and vendors must vacate the building by 1:00AM.
4. A signed contract and date-hold deposit in the amount of 50% of the costs associated with the event space rental must be received to reserve your date(s) and time(s). A refundable Security Deposit of \$2000 is due along with the date-hold deposit.
5. The full balance of your space rental fee is due ninety (90) days prior to your event.
6. A copy of your Special Event Liability insurance (see INSURANCE section on page 2) is due sixty (60) days prior to your event.
7. Miscellaneous costs, such as furniture rentals and additional time, are due thirty (30) days prior to your event.
8. Special Event/Holiday Pricing (up to double - x2) applies to all dates seven (7) days prior to and 7 days after a holiday.
9. A certified Event Coordinator must be present from Set-Up Time to Wrap Time.
10. The permanent furniture must stay where it is when you arrive for your event. Any movement of furniture will result in a charge on your account and possible loss of deposit.

Customer Name Print: _____

Customer Name Signature: _____ Date: _____

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PACKAGES - Please Select One

Venue hours are 8am-1am. Prices listed are for an eight (8) hour time frame. Additional time may be purchased at \$300/hr.

Registered nonprofits 501(c)(3) may apply for custom pricing.

Wedding/Weekend Package (Friday, Saturday or Sunday)

_____ Entire Mansion: \$8,250 + \$2,000 refundable Security Deposit
Down Payment will be \$6,125

_____ Grand Ballroom & Courtyard Only: \$7,250 + \$2,000 refundable Security Deposit
Down Payment will be \$5,625

Weeknight Package (Monday-Wednesday, 5pm-1am)

_____ Entire Mansion: \$5,250 + \$2,000 refundable Security Deposit
Down Payment will be \$3,625

_____ Grand Ballroom & Courtyard Only: \$4,250 + \$1,000 refundable Security Deposit
Down Payment will be \$3,125

_____ Front of Mansion Only: \$3,000 + \$1,000 refundable Security Deposit
Down Payment will be \$2,500

Weekday Package (Monday-Thursday, 8am-5pm)

_____ Entire Mansion: \$3,000 + \$2,000 refundable Security Deposit
Down Payment will be \$2,500

_____ Grand Ballroom & Courtyard Only: \$2,000 + \$1,000 refundable Security Deposit
Down Payment will be \$2,000

_____ Front of Mansion Only: \$1,500 + \$1,000 refundable Security Deposit
Down Payment will be \$1,750

Photo Session/Rehearsal Package (9am-9pm)

_____ \$300/hr + \$200 refundable Security Deposit

Media (short films, interviews, etc.)

_____ \$200/hr + \$200 refundable Security Deposit

Other

_____ Please explain:

CONDITIONS AND RESPONSIBILITIES OF RENTER

Please read the material below to make sure all parties understand the requirements of providing for everyone's safety and keeping The TFWC HF Mansion a well maintained and safe location for future use.

DEPOSIT/RENTAL FEES

A signed contract and down payment of 50% of the costs associated with the event site rental must be received in addition to the \$2,000 refundable security deposit to reserve your date(s) and time(s). The balance of your space rental fee is due ninety (90) days prior to your event. Miscellaneous costs, such as table and chair rentals, are due thirty (30) days prior to your event. Any additional costs that arise will be due within thirty (30) days of 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 of all renters and is due no later than sixty (60) days prior to your event. The insurance must, at the renter's sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring The TFWC Mansion, employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks.

The insurance required hereunder shall have a single limit liability of \$1 million, and **The Texas Federation of Women's Clubs Historical Foundation** shall be named as an additional insured of said policy. This policy typically costs anywhere between \$60-\$150.

If alcohol is served at the event your policy must include Liquor Liability coverage. This coverage should protect you and The TFWC HF Mansion against alcohol-related accidents, as you are ultimately liable for the safety of your guests.

Any caterers and/or outside vendors, companies, and/or institutions must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, as well as a copy of their Cater License to The TFWC HF Mansion Events, naming The TFWC HF Mansion, 501(c)(3) as stated, and will be delivered at least thirty (30) days prior to the event.

LIABILITY

Renter agrees to indemnify, defend and hold The TFWC HF Mansion, 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 renter, its employees, and agents of alcoholic beverages at The TFWC HF Mansion.

In the event The TFWC HF Mansion, building owners, officers, employees and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay The TFWC HF Mansion its building owners, employees and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by The TFWC HF Mansion including all collection expenses and interest due.

WHEELCHAIR ACCESSIBILITY

A wheelchair lift next to the designated handicap parking space connects to the main building. A wheelchair ramp connecting the hallway to the front of the house may be set-up upon request. Please allow 15 days' notice if you or one of your guests requires the front of house handicap ramp.

CATERING STANDARDS

You may retain the services of any professional caterer. Failure to provide a full-service caterer, however, with both set-up and clean-up crews, may result in loss of deposit.

Please have your caterer submit a certificate of liability insurance naming the Texas Federation of Women's Clubs HF as additionally insured at least thirty (30) days prior to your event.

Please note The TFWC HF Mansion does not provide dishes, glassware, pots, pans, knives, or utensils. The kitchen production space will be provided in a clean condition and the space should be returned to a clean condition immediately following your event. A final walk-through with a member of our event staff is mandatory at the close of your event.

Failure to remove all items or clean will result in loss of deposit.

BEVERAGES

When serving alcohol, an insured Texas Alcoholic Beverage Commission (TABC) certified bartender and/or catering company with liquor liability insurance is required. The bartender must present his credentials (proof of insurance and TABC certification) to our manager on duty thirty (30) days prior to the event.

Bar areas should be protected to prevent spills and water damage. We require your vendors to recycle. There is a recycling dumpster in the back parking lot.

The bar should be closed 15 minutes prior to clean-up time.

SITE DECORATION

The TFWC HF Mansion wants to make every event here a special and a welcoming experience. Therefore, every effort will be made to allow renters to prepare decorations reflecting their creative requirements.

No nails, screws, staples, tape, or penetrating items are to be used on our walls or floors. Glitter or foil (non-paper) confetti is not allowed on site. Do not hang decorations/props from any lighting or equipment fixtures. Painters tape may only be used on the floor.

Rice and birdseed, inside or outside, is prohibited. Flower petals or soap bubbles are allowed outside only. Candles are allowed in the **ballroom only** and must be enclosed in a votive or glass to catch the wax. No ice sculptures or cold sparklers.

Furnished rooms(Library, Parlor, Dining Room, and Gallery) may not be rearranged whatsoever.

Please bring your own extension cords, adapters, and trash bags. The TFWC HF Mansion is only responsible for one (1) clean liner in the trash cans upon your arrival.

You are responsible to leave our facility in the condition you received it. You will be liable, and your account will be charged accordingly for any repairs if damage is found after your event. Missing items may be attributed to your guests or staff. Please treat our facilities like your own!

CLEANING, TRASH, AND EQUIPMENT REMOVAL

The TFWC HF Mansion will be in a clean condition prior to your event. You are required to return the space to the same clean condition in which it was found. Caterers must be sure to leave the premises free of beverage, food, and grease stains inside, outside, and around the Mansion. All rental equipment must be removed by the end of your rental period.

The TFWC HF Mansion will supply the trash receptacles and one (1) trash bag, the renter is responsible for any other trash bags to be used throughout the event.

The wheelchair lift outside is ONLY for those who have physical limitations. Vendors are not authorized to use the wheelchair lift, under any circumstances. A fine will be imposed if used improperly.

CITY, COUNTY, STATE, AND FEDERAL LAWS

Renter agrees to comply with all applicable City, County, State, and Federal laws and shall conduct no illegal act on the premises. This is always a drug free facility, and there are no exceptions. Renter shall not sell alcohol on premises at any time. Renter may not serve alcohol to minors on the premises at any time. Renter agrees, for everyone's safety, to ensure alcoholic beverages are consumed in a responsible manner. The TFWC HF Mansion reserves the right, in its exclusive discretion, to expel anyone who, in its judgment, 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 The TFWC HF Mansion or the safety of its staff, guests, or building contents.

MANAGER ON DUTY

A Manager on Duty is provided to open the building for your event, greet vendors and delivery staff, assist in locating electrical outlets, light switches, restrooms, the wheelchair lift, and adjusting thermostats, etc., but they do not act as catering, security, or janitorial staff. They are The TFWC HF Mansion's representative on hand to answer questions, handle emergencies, and see to it that our house policies are honored. A representative of The TFWC HF Mansion team will be available during your entire event and may be checking periodically with the responsible parties to ensure everything is operating correctly. They will also be checking the restrooms and the overall premises, and will be available for questions, as well as respond to needs or issues that may arise.

SECURITY ON PROPERTY

A security guard must be on premises for events approximately an hour before the Event Start Time, (excluding set-up time), through Wrap Time for the safety and security of you and your guests. The Mansion has contracted with a third-party provider for these services, and you will be billed at the current market rate of \$40.00 per hour. You will be billed accordingly thirty (30) days before your event and this charge will be included along with your final bill.

If you are interested in having more than one security guard or utilizing an outside security company, please talk to our Sales and Event Coordinator to review your options.

DAY OF COORDINATOR

Your Certified Coordinator is required to be on premises from set-up through wrap time.

LOST AND FOUND

The TFWC HF Mansion takes no responsibility for personal effects and possessions left on the premises during an event. We do, however, maintain a lost and found and will hold recovered items up to thirty (30) days. Every attempt will be made to return any recovered item to its rightful owner.

ADDITIONAL HOURS

Prices listed are for a consecutive eight (8) hour block. Additional hours may be purchased for \$300 per hour. Hours may be scheduled between 8 AM and 1 AM. All hours are scheduled as one block of time. Rehearsal time is not included in the package price unless you rehearse during your eight (8) hour block. Rehearsal time may be booked as available for \$300 per hour. If your event runs over what you have purchased, \$300 an hour will be deducted from your security deposit and the remaining will be billed to you. All vendors' set-up, breakdown, and clean-up must fall within the time you have purchased. **Please be sure to allow at least 90 minutes within your rented time frame for clean-up.** All deliveries must be made within this time frame.

PARKING

We provide 67 complimentary spaces at a garage located at 2401 Longview Street, 2 blocks or 0.2 miles from The TFWC HF Mansion. A lot with up to 10 spaces directly behind The TFWC HF Mansion is accessed from West 24th Street. The garage will be open only during the rental period. All cars must vacate the garage and lot by the end of the rental period. There is also metered street parking in the vicinity. Please do not park next door at the Neil Cochran House Museum without prior arrangements to rent their lot. You will be towed. Additional parking details can be provided upon request.

CAPACITY

The TFWC HF Mansion's capacity is 299 including guests and staff. If your party exceeds this number your event is subject to cancellation.

USE OF PHOTOGRAPHY

With permission of the customer, The TFWC HF Mansion has the right to use the customer's name, photograph, and likeness in and in connection with all forms of advertising, information programs, promotional material, and all other materials, including audio and/or video recordings, to promote events or activities. Initial here: _____

FURNITURE RENTALS

The TFWC HF Mansion offers a limited quantity of tables and chairs for rent. Prices include the initial setup by our staff. There are no delivery or pickup charges, and we will have your furniture setup prior to your rented time frame. You may rent our furniture, or rent everything from an outside vendor.

- (30) 60 " round tables (can seat 8-10) \$10.00 each
- (2) 48" round tables (sweetheart or cake) \$10.00 each
- (10) 6 ft rectangular tables (gifts, buffet, bar) \$10.00 each
- (10) 8 ft rectangular tables (gifts, buffet, bar) \$10.00 each
- (300) white folding resin chairs w/padded seats \$5.00 each
- (11) Cocktail tables \$10.00 each

CANCELLATION / REFUNDS

In the case of a cancellation 180+ days prior to the event, your 50% down payment will be forfeited, but the security deposit will be refunded. In the case of cancellation 30 to 180 days prior to the event, your 50% down payment and security deposit will be forfeited. In the case of cancellation 0 to 30 days prior to the event, your full payment, security deposit, and any furniture rentals will be forfeited.

In the case of rescheduling an event for any reason the \$2,000 security deposit will be forfeited. The proposal to reschedule must be submitted in writing and will be reviewed. The original contracted rate is subject to change based on current or future market conditions.

FORCE MAJEURE

If either party is unable to perform its obligations under this Agreement as a result of a force majeure, neither party shall be liable to the other for direct or consequential damages resulting from lack of performance. "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, terrorism and/or terroristic threats, war or other act of any foreign nation, power of government, or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control of either party.

COVID-19

In the event of a new or continued COVID-19 outbreak that results in a local, state or Federal ordinance, law or regulation that prohibits renter from hosting renter's event at The Mansion on the original date of the event, The TFWC HF Mansion will allow renter to postpone the event to a later available date within one year of the originally booked date. This provision is available to renter only in the event there is a final ordinance, law or regulation prohibiting event venues from operating at more than 25% capacity and must apply to businesses located in Travis County, Texas.

Renter may reschedule the event only upon written notice to The TFWC HF Mansion of renter's intent to postpone the event. There will only be one postponement made free of additional charge. Any further postponement will require renter to pay for a new date at The TFWC HF Mansion's then-published rates. The down payment and other payments made prior to notice of intent to postpone are non-refundable with the exception only of the security deposit, which is refundable after the event, provided there are no charges due against the deposit. Payments will be credited to the cost of the rescheduled event date. The TFWC HF Mansion will not reduce the amount owed if the rental rate of renter's rescheduled date has a lower than-published rental rate.

In the event of a cancellation due to an ordinance or law prohibiting the event due to Covid-19 but no notice of intent to postpone, the down payment is forfeited but the security deposit and all payments made to that time by renter above the 50% down payment will be returned.

Renter further understands that The TFWC HF Mansion has no responsibility to monitor the health of any renter representative, guest or vendor at a renter event and The TFWC HF Mansion will not undertake to do so. Should renter believe this is necessary or indicated for its event, it will provide monitoring at its sole discretion and cost. Renter agrees to hold The TFWC HF Mansion and The TFWC HF Mansion's employees and agents harmless from and indemnify The TFWC HF Mansion and The TFWC HF Mansion's employees and agents against any and all claims and causes of action brought by any person whatsoever, against The TFWC HF Mansion for any claim that The TFWC HF Mansion has caused or contributed directly or indirectly to any Covid-19 -related injury or injuries of any kind, including damages resulting from a judgment, award, or settlement. Such indemnity also extends to any attorney fees and costs incurred by the TFWC HF.

CLEAN UP INSTRUCTIONS

- All contents of the trash and recycling receptacles should be carried out to the dumpsters behind The TFWC HF Mansion, including the restrooms. There are five areas in the building with 23-gallon recycling and waste receptacles. The recycling containers should be liner- free. We provide one new liner per trashcan upon arrival, but ask that you supply replacement liners if needed throughout the event.
- The TFWC HF Mansion requires your vendors to recycle. Your manager on duty will explain what can be recycled and where, but it is your responsibility to inform your vendors of this requirement. Glass, aluminum, cardboard, plastic bottles, and paper can be recycled in the single stream receptacle.
- Furniture and windowsills must be free of litter.
- All deliveries and personal items must be taken out at the end of the event. Exceptions are subject to approval.
- The ballroom floor should be spot swept and mopped as needed. Anything that could damage the floor, such as food and liquid, should be cleaned up. There is a housekeeping closet across from the men's restroom in the hall where you will find a broom, mop, and other cleaning supplies.
- The kitchen should be left free of food and the surfaces wiped down.
- Chairs and Tables belonging to The Mansion must be placed back in storage or as instructed by the Manager-on-Duty.
- Before / After photos and videos of the venue will be taken by the TFWC HF Manager-on-Duty and will be used to document the state of the venue.
- Failure to abide by the cleanup duties may result in full loss of deposit.

I hereby verify that I have read and understand the foregoing contract and agree to all terms and conditions as set forth above. I further agree to abide by and be responsible for the enforcement of all rules and regulations set forth herein and those of The TFWC Mansion.

Customer Name:

Customer Signature:

Date: