

Danielle Flores

# **Venue Contract**

"Contract") for the use of facilities own				GS" hereafter) as pro		
The Event Date: 1		Event Typ	e: W -	- Wedding		
7.Sunda THE SPRINGS location: Wallisvi Client Contact Information	•	Name of	Hall, If App	plicable: Trinity Fa	armhous	se_
Client # 21696	Primary Contact		Payor Contact (Secondary contact if payor is primary contact)			
Name (Client)	Danielle Flores		Mark Lefevre			
Phone #	(832) 933-2602		(504) 23	(504) 237-5088		
Alternate Phone #						
Email	fdanielle_	fdanielle_95@yahoo.com		marklefevre686@yahoo.com		
Mailing Address	3814 Raintree Village Drive		13207 indigo trace ct			
City, State, Zip	Katy	TX	77449	Houston	Tx	77070
Couples First and Last names if different than above	Name: Da	nielle Flores	Na	ime: Mark	Lefevre	
Expected number of guests?	175					
Additional Notes:						
I hereby authorize THE SPRINGS to draft; payments on page 5 of this contract, the completed in error. This authority will near payment comes due until the amount is time to afford THE SPRINGS and financiare eligible for the suspension of payment.	e security deposit, and emain in effect and be spaid in full or until Ti al institution a reason ents and require notifi	d, where neces e paid on or ab HE SPRINGS is r able opportuni ication of at lea	sary, initiat out the dat notified by ity to act. C ast 7 days p	te adjustments for any les indicated on page 5 me in writing to cance ancellations outside of rior to clients next sch	transactio as each I it in such f 8 months	ns
Pa	yment Autho		_	ient		
Mark Lefevre Jr			Chase			
Name on Account (Please Print)		Name of Financial Institute				
111000614		3719825680				
Financial Institution Routing number			Checking or Savings Account#			
	Checking Use for first paym	'I.W.	gs			

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TERMS OF AGREEMENT: THE SPRINGS hereby permits Client to occupy and use the facilities as described below according to the terms and provisions below. "Client" also refers to client's vendors, agents, guests as well as any other person included in their party. All members of the client's party will abide by the following terms and conditions:

## GENERAL POLICIES & INFORMATION:

- THE SPRINGS does not provide medical staff or medical coverage for Client utilizing THE SPRINGS facilities.
- All vehicles, motorbikes, etc. must be parked in the designated parking lot.
- Smoking and Vaping is permitted outdoors only.
- Illegal drugs and firearms are not permitted on THE SPRINGS premises.
- If an Act of God, tornado, earthquake, fire, hurricane, wind, flood, or any other calamity which destroys a building structure, leaves THE SPRINGS facilities
  unusable, causing the Event to be permanently canceled, THE SPRINGS will refund the amount paid by Client to date. Under no circumstances will THE SPRINGS
  be liable for any damages, (including but not limited to exemplary or incidental damages) in excess of previously made payments.
- No article or item of a dangerous or explosive character that might unreasonably increase the danger of fire at the facility (e.g. Fireworks) is permitted on the
  premises. Cold Spark Machines displaying fountain products are permitted outdoors only. Sparklers are allowed for sendoff purposes only and must be 18-20"
  in length. THE SPRINGS will not be held liable for any damages or injury due to guest actions with Cold Spark products or Sparklers. Both products are only to be
  used outdoors and for sendoff reasons only.
- Subwoofers and amplified drums are not permitted on THE SPRINGS properties.
- Outdoor music is limited to soft processional music only. No loud music, instruments or devices are allowed outside thehall.
- THE SPRINGS reserves the right to make modifications and updates to any and all aspects of the venue; including, but not limited to:appliances, fixtures, flooring, décor, furniture, lighting, and landscaping.
- THE SPRINGS is closed on Easter Sunday, Thanksgiving Day, Christmas Eve, and Christmas Day.
- THE SPRINGS is not responsible for any noise, distractions or interruptions caused by nature, humans, or man-made devices during any portion of
  the client's event

DÉCOR: Decor policies are in place to keep the facility beautiful and safe for every Event.

- Client is responsible for providing linens. Linens are not included with a venue rental.
- Decorations are Client's responsibility.
- Glitter, hay, rice, silly string, confetti of all types, (including water soluble) and gel-like substances are not permitted anywhere on THE SPRINGS
  premises. Sand may only be used inside enclosed containers. Fresh, loose dark flower petals cannot be used anywhere on the property. Silk flower
  petals may not be used any place outside but may be used inside the hall. Use of these products will result in forfeiture of damage deposit.
- . Candles may only be used in glass containers. The top of the glass must go above the top of the flame.
- No nails, screws, staples, duct tape or any permanent marking tools may be used on the wood beams, floors, walls, or furniture. This includes the
  outside ceremony site.
- No substances (e.g. cornmeal), or any item that might do harm, may be placed on the indoor floor.
- Birdseed is not permitted at the facility. Bubbles may only be used outside.
- No items should be thrown or placed in the water features, including but not limited to floating candles or flowers.
- Paper Sky Lanterns are notpermitted.
- Check with venue for approved exit or send off items.
- Noncompliance with any of the above guidelines will result in forfeiture of damage deposit.

## DAMAGE TO PROPERTY OR LOSS WHILE ON PROPERTY:

- Client is responsible for any and all individual property brought onto THE SPRINGS premises. THE SPRINGS and its insurers shall not be liable for any damages or loss resulting there from.
- Client agrees to leave the facilities in the same condition as existed at the time of the start of Client's rental day.
- Client shall pay for any damages to the property (including theft) caused by Client, Clients Vendors and or Guests.
- After Clients event, should a post-event assessment reveal any of the following: Damages, missing SPRINGS' Property, excessive trash or, other charges incurred by THE SPRINGS due to non-compliance of contract rules, the Damage Deposit/Fee will be charged to the banking information on file.
- Should banking (checking or savings) information not be provided by client at time of reserving, the full Damage Deposit of \$500 will be collected
  at the time of reserving. If no damages are determined, credit will be issued by the end of the next business day after Clients

  Event
- If damages are discovered during or, post event, the deposit will either be charged or, will not be returned and the following steps will take place:
   1) Client will be notified in a timely manner.
   2) Pictures of damage will be provided from THE SPRINGS to Client.
- If the damages exceed the \$500 damage deposit, THE SPRINGS will provide Client with an invoice of the assessed damages and repair costs. Client
  will either approve payment to run with existing payment information on hand or provide alternative payment for the excess damage costs within 10
  business days of receipt of invoice.

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## DAY OF EVENT:

- Day of hall rental time begins at 9am and ends at 12am. Client and client's belongings shall be cleaned and removed from the premises by midnight.
- THE SPRINGS will provide the setup of tables and chairs for inside the hall and chair setup only at the ceremony site. Client shall
  provide THE SPRINGS the seating plan at least two weeks prior to the Event. Tables and chairs will be setup prior to 9:00AM on the
  Event Date. THE SPRINGS will setup the tables and chairs one time, any revisions thereafter will be the responsibility of client.
- THE SPRINGS holds the right to conduct tours from 8am to 1pm on Client's Event Date.
- Linens are not included with a venue rental.
- Client shall provide their own ladders, extension cords, or any other type of tool or equipment for set up.
- Out of respect for all our Clients events, ALL "BOOKED BRIDE" Venue visits will be scheduled on non-event days only.
- A SPRINGS' representative will be available by phone and on-site for the duration of the Event.
- THE SPRINGS provides one refrigerator, a kitchen prep room with prep tables, one serving table, one bar table, and one freezer.
- THE SPRINGS provides a climate controlled indoor facility.
- THE SPRINGS will not allow additional foliage beyond what is already in place. Client shall respect the natural foliage and not disturb it.
- Client may not take any of the indoor wooden reception chairs or tables outdoors.
- Drink stations are not permitted to be placed on wooden parson tables or over wooden floor.
- DJ/entertainment vendors must stop by11:00pm.
- For on-site food preparation, the following policies must be followed: no cooking is permitted inside the venue, only outdoor electrical
  outlets may be accessed, cooking equipment must be self-contained, fire lanes and all necessary entrance/exits must be left unblocked, and
  no cooking can take place within 10' of the building. Client must consult with THE SPRINGS personnel to determine cooking location and
  manner of waste disposal.
- THE SPRINGS reserves the right to eject or cause to be ejected from the facilities any objectionable person or persons. Neither THE SPRINGS
  nor any of its officers, agents or employees shall be liable to Client or any of Client's guests for any damages that may result
  by THE SPRINGS exercise of this right. The term "objectionable persons" shall include those persons who by virtue of disorderly
  conduct, drunkenness, disruptive behavior, violation of THE SPRINGS policies, or violation of local, state or federal laws, make the
  normal and proper conduct of business or the enjoyment of the Event difficult or impossible for others.
- THE SPRINGS requires that Client engage a commissioned peace officer or former peace officer to provide security for the Event. Client may
  only engage a security officer(s) from THE SPRINGS' approved list. Security detail must commence at the time the reception begins and be
  present until the last person leaves the property, including vendors and SPRINGS employees. Client must pay the security officer(s) directly.
   THE SPRINGS is not responsible for any changes in pricing or terms of security arrangement.

## DAY BEFORE THE EVENT RENTAL:

- If available, Client has the option to rent the venue the day before the Event Date at half price; however, the only days available for this half price option are Monday, Tuesday, Wednesday, and Thursday.
- The day before hall rental time begins at 11am and ends at 9:00pm. Clean-up following each day will be the responsibility of the
  Client, with the exception of the bathrooms, which will be cleaned by THESPRINGS.
- All the rules concerning alcohol apply the same to Day Before Eventrental.
- All food and beverages must be removed from the premises each night.
- Client must be off the premises by 9:00pm on the first night. No overnight sleeping or camping allowed on THE SPRINGS premises.

## ALCOHOL:

- RELEASE OF LIABILITY: Client agrees to hold THE SPRINGS, its agents, employees, and officers harmless in the event of alcoholrelated injuries to Client or Client's guests attending or returning from Event.
- A vendor contracted by Client to sell alcohol on THE SPRINGS' premises shall add THE SPRINGS as an additionally insured
  party to the policy and provide evidence of the same to THE SPRINGS no later than one week before Client's event.
- All alcoholic beverages served on THE SPRINGS premises must be served by a SPRINGS preferred vendor bartending company, an independently contracted \_\_\_\_\_\_licensed, and insured bartending firm.
- BYOB setups are not permitted on THE SPRINGS property. Alcoholic beverages may not be consumed in parking lot.
- All underage drinking is strictly prohibited on THE SPRINGS premises, even when provided by parents to their children.
- Client is permitted to have alcohol served by licensed and insured bartender up to six hours for Event. No shots are allowed.
- The serving of all alcoholic beverages will cease by11:00pm.
- Per State Law, no alcoholic beverages can be stored overnight on THE SPRINGS premises.
- No alcohol can be served or consumed until the authorized bartender is present.
- Non-compliance of any alcohol policies or rules will result in forfeiture of damage deposit.
- No alcohol of any kind can be delivered or brought into the venue until two hours prior to the bartender arriving.
- Non-compliance of any alcohol policies or rules will result in forfeiture of damage deposit.



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#### AFTER EVENT:

- Client will be responsible for removing all décor and leftover food the night of the Event.
- Client is responsible for clearing of tables including, trash, dinnerware, décor and linens.
- THE SPRINGS will perform the majority of the hall cleanup, to include provision of trash bags, restroom supplies, picking up of tables and chairs, sweeping, and mopping at the conclusion of the event.
- All trash must be placed in provided trash receptacles.
- THE SPRINGS will not be held responsible for lost or stolenitems.

## RELEASE OF LIABILITY-INDEMNITY:

Client, its guests and invitees agrees to WAIVE, RELEASE, INDEMNIFY, HOLD HARMLESS, AND FOREVER DEFEND AND DISCHARGE THE SPRINGS, its owners, employees, and sponsoring agencies from all liability for any such personal injury, disability, death, proceeding cost, expenses or loss or damage to a person or property during the Event or any of the activities connected with the Event to the fullest extent of the law.

## EVENT INSURANCE:

Client is strongly encouraged to secure event insurance. Client releases THE SPRINGS of financial liability for events that would have been covered if Client secured event insurance.

## FEE & DEPOSIT:

- Payment Schedule: Client shall pay the following deposit and adhere to the payment terms agreed upon on page5:
  - At the time of reserving, a 25% deposit is required. A minimum of \$500 must be paid with the balance of the 25% to be paid on the 5th or 20th of the following month. The balance of the 25% deposit must be made within 30 days.
  - If reserving within 6 months of the selected event date, 50% of the total Contract Amount shall be made.
  - If reserving within 4 months of the selected event date, 75% of the total Contract Amount shall be made.
  - If reserving within 2 months prior to the selected event date 100% of the total Contract Amount shall be made.
  - Two months before the Event Date the total Contract Amount must be paid.
  - All contracts regardless of date of event must be paid in full 14 months from time of signing.
  - All payments will be set up for automated drafts per page 1 of the contract. All payments are to draft on the 5th or the 20th.
  - All payments made must be paid by Client and drafted from Client's provided account information. If payment account changes are made or payment is made from a different account, the payee and Client must sign a separate payment authorization form.
  - If Event Date is 15 months or more in the future, payments must be made at least quarterly from date of contract signing.
  - After initial deposit is made, all payments will be scheduled for the 5th or 20th of each month.
  - All Deposits/Payments are non-refundable.
- THE SPRINGS will charge Client a \$35 processing fee for each returned check or each time an auto-draft transaction is rejected.
- Contracts signed and monies paid at one SPRINGS venue are not transferable to another SPRINGS venue.
- Contracts shall not be sold or transferred to another party.
- Failure to receive payment at the appropriate due date will result in forfeiture of all contractual rights. Before cancellation, THE SPRINGS will provide a written notice to Client. If no response is received within 48 hours from Client, the contract will be canceled.
- Contract price is final. Contract total will not be adjusted due to any price increase or decrease including future promotions.
- Cancellation of Event Date:
  - If Event is cancelled, written notice of cancellation shall be delivered to THE SPRINGS in order to process cancellation and end automatic payment processing.
  - Once a written cancellation notice is delivered to THE SPRINGS, this contract cannot be regenerated. If client desires to re-schedule Event, a new contract must be entered and signed by the Client and THE SPRINGS.
  - If Event is cancelled less than eight months from Event Date, Client is obligated to pay total remaining Contract balance based on contracted payment schedule.
- Rescheduling of Event Date:
  - Written notice of postponement must be received in order to end automatic payments and process postponement.
  - If Client desires to postpone Event within eight months from Event Date, payments previously made toward the original Event will not apply toward new Event. This Contract shall thereafter be null and void and a new one will be entered.
  - A new date must be selected no later than 30 days after written notice of postponement is received.
  - Only one rescheduling/transfer is permitted for Client
  - If Client desires to postpone Event eight months or more before Event Date, and the new date selected is no more than 12 months
    after the date the postponement notice is received, then all payments previously made shall apply to new Event Contract.
  - When rescheduling occurs, the Client shall pay the higher of the two prices.
  - If all "Rescheduling of Event Date" clauses are met, then Client can reschedule one time.
  - Client who has rescheduled and subsequently cancels Event is required to pay remaining balance of contract.



## Payment Information and Schedule

Contract Amount: \$6250.00	Depo	osit: \$ 500.00	Remaining: \$	5750.00
Date			Amount	
4/5/2021		1062.50		
5/5/2021		360.57		
6/5/2021		360.57		
7/5/2021		360.57		
8/5/2021		360.57		
9/5/2021		360.57		
10/5/2021		360.57		
11/5/2021		360.57		
12/5/2021		360.57		
1/5/2022		360.57		
2/5/2022		360.57		
3/5/2022		360.57		
4/5/2022		360.57		
5/5/2022		360.66		

AUTHORIZATION / SIGNATURES: I certify that I am an authorized representative of the Client and that I am authorized to enter into this Contract as the Client and on behalf of all persons included in the definition of the "Client" herein. Further, I agree to be personally responsible for the performance of all of Client's obligations of this Contract. Furthermore, I certify that I understand the benefits of event insurance and intend to review insurance policies provided to me.

Danielle Flores	Mark John Mar S. 2023 02-53 GMT+40	Mar 8, 2021		
Client Print Wallisville	Client Signature  Aly Melancon (Mar 8, 2021 02-52 GMT+8)	Date Mar 8, 2021		
THE SPRINGS Representative Print	THE SPRINGS Representative Signature	Date		

By checking the box you agree/verify that you have read and understood THE SPRINGS transfer and cancellation policies and any payments made towards your event are non-refundable.