

6303 Beverly Hill Street, Houston, TX 77057
713-255-2889 • info@thegallery-houston.com

PREMISES LEASE AGREEMENT

Client Information:

Client Name Amber Criswell
Address 1200 N. Dairy Ashford Rd. #583
Houston, Texas 77079
Work Phone _____ Fax = _____
Home Phone _____ Cell = (713)834-7091
E-Mail amber.piacenti@gmail.com

Event Information:

Event Date Saturday, November 14, 2020 = Guests 150-200
Event Type Ceremony & Reception
Begin Time Tbd AM-PM End Time Tbd AM-PM

(Includes 5 Hours of Police Security + \$16.50 tax)

Rental Terms:

- Rental Fee.** The Total Rental Fee for your event is \$7916.50 for 5 event hours. This Premises Lease Agreement ("Contract") is for the lease of real property for the specific duration of your event; however, provided you have executed the Table & Chair Rental Addendum, \$200.00 of the rental fee is rent on tangible personal property and \$16.50 sales tax is applicable thereto and is reflected in your Total Rental Fee. No fee is charged for the provision of any service.
- Initial Payment.** A 50% non-refundable initial payment of \$3958.25 is required with this Contract to book the event date and time. Cash, personal or business checks, Visa, MasterCard, Discover and American Express are accepted. All payments are non-refundable except in the event the premises are rendered unsuitable for the scheduled event by calamity or other "Acts of God", in which case Client shall as its sole remedy be entitled to a refund.
- Balance Due.** Client shall tender the \$3958.25 balance of the Total Rental Fee on or before 5:00 PM October 14, 2020, which is 30-days before the event date. If the Client fails to timely tender this payment and late payment fees are not paid and accepted in accordance with Section 4, then (i) Client shall be in breach of this Contract (ii) this Contract will be terminated, (iii) Client shall surrender

✓ Client Initials APC

its right to possess the premises on the event date, and (iv) The Gallery shall be entitled to retain all payments as liquidated damages for Client's breach of this Contract.

4. Late Payments. If The Gallery, in its sole discretion, agrees to accept late payment of the balance referenced in Section 3, then a \$25.00 per day late fee will be assessed for each working day that the balance is past due.
5. Returned Checks. Returned checks are subject to a \$25.00 returned check fee. If the check is returned after the balance is due, this Contract shall fall under the provisions of Section 3 and 4 above.
6. Credit Card Authorization Form. The Gallery requires a valid credit card to be on file during the entirety of the event, irrespective of the manner in which Client elects to pay the Initial Payment or Balance Due. A credit card authorization form is located at the end of this Contract.
7. Additional Event Time. If available, overtime use of the premises may be arranged at \$750.00 per hour payable at the time of request.
8. What's Included. The Total Rental Fee includes (i) basic maintenance, utilities, 100 onsite parking spaces, (ii) a 3-hour complimentary setup time immediately prior to the event begin time and a 1-hour breakdown time immediately following the event end time, and (iii) provided you have executed the Table & Chair Rental Addendum, up to 30 60" round tables, up to 10 tall cocktail tables, up to 4 short cocktail tables, up to 240 mahogany Chiavari chairs, and up to 240 white garden chairs. Client is solely responsible for obtaining all rental equipment, including, but not limited to, linens, tents, lighting, sound, etc. and all event staffing requirements, including, but not limited to, event planners, beverage and food service, parking attendants, lighting and sound operators, performers, etc. It is Client's sole responsibility to determine if The Gallery is sufficient for Client's needs and that the premises neither creates nor presents any risk of harm to Client, its agents, employees, contractors, invitees, and/or guests.
9. Dressing Rooms. Bridal Suite and Groom's Lounge are available for use during the setup time before the ceremony when a ceremony is booked at The Gallery. No children are allowed in the Bridal Suite or Groom's Lounge. Bridal Suite and Groom's Lounge must be vacated at the event end time; the Bridal Suite and Groom's Lounge may not be occupied during breakdown time. Extended uses of the Bridal Suite and Groom's Lounge are available at the rate of \$100 per hour based upon availability and cannot be booked sooner than one week prior to the event. There are no dressing room options during rehearsals. The Gallery is not responsible for lost or stolen items. All rules of conduct set forth in this Contract must be followed inside the Bridal Suite and Groom's Lounge and all remedies for violation stated herein shall apply.
10. Event Plan. An event plan must be submitted to The Gallery no later than 14 days prior to the scheduled event date and shall include (i) a floor plan and layout, (ii) a vendor list, (iii) delivery schedules, if any, and (iv) identification of Client's event planner or designated "day-of" coordinator. If Client fails to timely submit the event plan or any element thereof, The Gallery shall be relieved of any duty to implement or accommodate same.
11. Event Coordination. The Gallery's administrative staff does NOT perform the duties of a professional event planner and it is highly recommended that Client hire a professional event planner to assist with the structure and flow of the event and the rehearsal, if applicable. If Client chooses not to hire a professional event planner, Client must designate a "day-of" coordinator as part of Client's submitted event plan. Client's Planner/Coordinator will maintain Client's agenda for the rehearsal, ceremony, and the reception, as applicable. They will also serve in the capacity of decision-maker on behalf of the Client in dealing with all vendors including, without limitation, caterer, bar service, florist, entertainment, rentals, etc. In order to appropriately manage Client's agenda, the Planner/Coordinator may not be someone who is in the wedding party. If Client fails to engage a professional event planner or otherwise designate a "day-of" coordinator as part of Client's submitted event plan and The Gallery's staff is called upon (either directly or out of necessity, in The Gallery's sole determination) to monitor the event or otherwise maintain Client's agenda, Client shall be assessed a fee of \$800 (in addition to any other amounts due) and hereby authorizes The Gallery to immediately charge Client's credit card on file in payment of same.

Bride & Groom will
have 3 hour access to
dressing rooms

✓ Client Initials AKC

12. Deliveries and Pickups. All deliveries and pickups related to your event shall be scheduled to occur during your 3-hour setup time and 1-hour breakdown time and must be monitored or directed by Client's designated "day-of" coordinator. If available, additional setup and/or breakdown time may be arranged at \$100.00 per hour payable at the time of request. No event activities other than setup and breakdown may occur during this time.

13. Caterers/Vendors. Approved outside caterers/vendors are allowed. **A LICENSED, PERMITTED, AND INSURED CATERER/VENDOR IS REQUIRED WHEN SERVING FOOD AND/OR DRINKS. YOUR PRIOR APPROVED CATERER MUST BE PRESENT ON THE PREMISES THE ENTIRE TIME FOOD IS BEING SERVED AND MUST PERFORM ITS OWN BUSSING, CLEARING AND CLEANUP.** All caterers/vendors must be submitted for approval along with proof of their (i) license/food dealer's permit, (ii) insurance, and (iii) executed credit card authorization form, at least 30-days prior to the event. The Gallery reserves the right to deny approval for any reason. Insofar as many catering contracts contain non-refundable deposit provisions, it is highly recommended that you fully disclose to the proposed caterer The Gallery's minimum approval requirements and basic information (attached hereto) and contact The Gallery for pre-approval before executing any catering contract. It is expressly agreed that The Gallery shall not be liable for loss or damage resulting from the actions or inactions of any outside caterer/vendor.

Caterer Trash. **ALL TRASH MUST BE COLLECTED, BAGGED, AND REMOVED BY THE CATERER.** Failure to remove trash or clean will result in the assessment of a \$500 fee which The Gallery shall initially attempt to collect from caterer by charging caterer's credit card on file. All caterers must have a valid credit card on file with The Gallery prior to the event date. If The Gallery is unable to obtain timely payment from caterer for any reason, Client shall be assessed this fee (in addition to any other amounts due) and hereby authorizes The Gallery to immediately charge Client's credit card on file in payment of same.

14. Alcoholic Beverages. All Texas Alcoholic Beverage Commission (TABC) laws must be followed while on the premises. If Client plans to serve alcoholic beverages at its event then **all alcoholic beverages must be supplied and served by The Gallery's exclusive bar service provider Café Natalie (281-513-0156, www.cafenatalie.com) pursuant to the terms of a written agreement entered into between Client and Café Natalie.** All questions regarding bar service shall be directed to Café Natalie. Client is solely responsible for contacting and entering into a contract with Café Natalie if alcoholic beverage service is desired. **BY INITIALING HEREINBELOW, CLIENT ACKNOWLEDGES THAT CLIENT HAS READ AND UNDERSTANDS THE GALLERY'S POLICIES REGARDING THE SERVICE OF ALCOHOLIC BEVERAGES. CLIENT AGREES THAT IF THESE POLICIES ARE VIOLATED, INTENTIONALLY OR UNINTENTIONALLY, THE GALLERY MAY IMMEDIATELY SHUT DOWN THE BAR SERVICE, AND NEITHER CLIENT NOR ITS VENDOR(S) SHALL BE ENTITLED TO REFUND, REIMBURSEMENT, OR CLAIM OF DAMAGE OF ANY KIND.**

15. Security. Each event shall require monitoring by two (2) police officers during the hours of the event. The cost of security will be billed to Client at the current rate for Police Details of \$40.00 per hour for each officer. Under no circumstance shall this Section 15 be interpreted by any party to mean that The Gallery is providing security services. Any amounts collected by The Gallery shall be paid in full to the Police Officers providing the service. No fee is charged by The Gallery for the provision of any service.

16. Decoration. Every effort will be made to accommodate Client's decorating concept; however, no nails, screws, staples, or other means of affixing decoration which are damaging to the premises are to be used on walls, floors, or other surfaces. Only low-tack tape is allowed. Any damage will be charged to Client's credit card on file after the event.

17. Return Condition of Premises. Client shall take the premises as found clean and in good repair and shall return the premises at the end of the event in the same condition as at commencement, reasonable wear and tear expected. Client shall cause all trash and garbage to be collected, bagged, and removed at the end of the event. If the premises are damaged during the event by Client, its agents, employees, contractors, invitees, and/or guests, Client shall pay upon demand the required sum to restore the premises to the condition prior to damage and hereby authorizes The Gallery to immediately charge Client's credit card on file in payment of same.

✓Client Initials ATC

18. Hold Harmless and Indemnification. Client agrees to assume all liability for any injury to persons attending the event and/or for loss of property. Client further agrees to assume all liability for damages, theft, and/or loss to The Gallery, its facilities, property, or art collection, arising out of or attributable to, whether directly or indirectly, the use of the premises by Client, its employees, agents, contractors, invitees, and/or guests. In addition, Client agrees to defend, indemnify, and hold harmless The Gallery, its owners, officers, employees, agents and shareholders from any and all liability or damages, including reasonable attorneys' fees, resulting from claims, demands, costs, or judgments arising from or out of any occurrence in, upon, or at the premises, regardless of who asserts such claim. The Gallery recommends that Client purchase special event liability insurance.
19. Client and Guest Property. The Gallery is not responsible for articles left or lost on the premises. The Gallery is not responsible for automobiles on or near the premises before, during, or after the event.
20. Compliance with Laws. Client agrees to comply with all laws of the USA, the State of Texas, and the City of Houston, and with all rules and requirements of the Police, Fire, or governmental departments and will obtain and comply with all permits, licenses, and other legal authorizations required. Client acknowledges The Gallery's proximity to residences and shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, radios, televisions, or any other sound-producing device which will carry sound at a volume above that allowed by law outside the premises. Client agrees to do all things reasonably necessary, including but not limited to security and traffic control, to ensure the orderly conduct of its invitees/guests as they enter and leave the premises so as not to disturb the quiet enjoyment of those residences in the immediate surrounding area. Client agrees to assume all liability for any fines imposed by any authority for Client's violation of this provision.
21. Conduct. There is absolutely no drug use of any kind tolerated on premises at any time. Physical violence, offensive language, and other disorderly conduct will not be tolerated. Conduct deemed to be in violation of this provision, in the sole discretion of The Gallery, shall be grounds for immediate expulsion from the premises and/or conclusion of the rental period. In such cases, neither Client, guests, nor vendors shall be entitled to refund, reimbursement, or claim of damage of any kind.
22. As-Is. The Gallery is leased for events "as-is." The Gallery reserves the right to make alterations to the premises.
23. Cancellation. Notice of cancellation must be submitted to The Gallery in writing. All sums previously paid by Client to The Gallery shall be non-refundable except in the event the premises are rendered unsuitable for the scheduled event by calamity or other "Acts of God", in which case Client shall as its sole remedy be entitled to a refund. Client may not cancel the event less than nine (9) months from the event date.
- a. Cancellation Less than Nine (9) Months from Event Date. Cancellation less than nine (9) months from the event date shall be considered a default of this Contract and the Balance Due shall be accelerated automatically without notice or demand and will be immediately due and payable. Client acknowledges that if Client cancels the event less than nine (9) months from the event date that The Gallery will be damaged and Client agrees to immediately pay the Balance Due as liquidated damages. Client acknowledges that the actual damages likely to result from breach of this Section 23a are difficult to estimate on the date of this Contract and would be difficult for The Gallery to prove. The parties intend that Client's payment of the liquidated damages amount would serve to compensate The Gallery for any breach by Client of its obligations under this Section 23a, and they do not intend for it to serve as punishment for any such breach by Client. The paid liquidated damages amount may be refunded to Client if, and only if, the event date is re-sold by The Gallery to another party. Nothing contained herein shall be interpreted to confer any right to Client to assign its rights under this Contract, any such assignment being strictly prohibited and void from the outset.
24. Rescheduling. Notice of rescheduling to any future available date and time must be submitted in The Gallery in writing. The original date initial payment may be applied to the new date, however, if the original date initial payment does not equal at least 50% of the rental fee for the new date, Client must tender the difference

✓ Client Initials

APC

● MUST BE FILLED OUT & KEPT ON FILE - THIS IS IN LEIU OF A DAMAGE DEPOSIT

✓ CREDIT CARD AUTHORIZATION FORM

The Gallery requires a credit card to be on file during the entirety of your event.

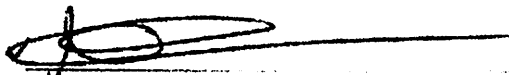
By completing and signing this form you give The Gallery permission to charge your credit card as set forth below.

I hereby authorize The Gallery to charge my credit card identified below for all payments due, assessments or other fees set forth in the Premises Lease Agreement related to my event to be held on the date identified below. I hereby authorize The Gallery to immediately make such charges to my credit card at the time any such payment or fee is due.

If you would like to use an alternative payment method (check, cash, other credit card) for any portion of the Rental Fee then please notify The Gallery in writing prior to the date such payment is due. Please note that if you choose to use an alternative form of payment, the payment timeframe remains the same and if the alternative payment has not been received by the due date then The Gallery will immediately charge the credit card identified herein at the time such payment is due.

- ✓ Client Name: Amber Cnswell
- ✓ Event Date: 14NOV2020
- ✓ Cardholder Name: Amber R Cnswell
- ✓ Cardholder Phone: Email: (713) 834-7091/amber.piacenti@gmail.com
- ✓ Billing Address: 1200 N Dairy Ashford Rd #503 Houston, TX 77079
- ✓ Card Type (Visa, Amex, etc.): VISA
- ✓ ~~Account Number~~ Card #: 4147 2023 9488 5410
- ✓ Expiration Date (DD/YY): 09/23
- ✓ CVV (code on back): 376

I hereby authorize The Gallery to charge the credit card indicated in this authorization form according to the terms outlined above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company so long as the transaction corresponds to the terms indicated in this form.


Signature

✓ 20MAY2019
Date

The Gallery

6303 Beverly Hill Street | Houston, TX | 77057 | 713.255.2889

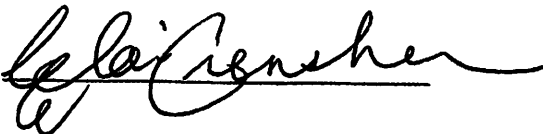
* Wire transfer

Payment Receipt

Date: 5/20/19

Name on Event: Amber Criswell Wedding Date: 11/14/2020

Amount Paid: \$3958.25 New Balance: \$3958.25 due

The Gallery Authorized Signature: 

Client Initial of Payment: _____ Date: _____

With Gratitude and Appreciation for your Business!
