



# Forest Waters Club Special Event Agreement

The space rental fee for any area of Forest Waters Club ("the Club") is based on the agreed-upon time frame. Additional hours or any portion thereof will be charged at a rate of \$250.00 per hour. Set up and decorating time allowance is equal to the rental period and does not count against the rental period.

Space rental fees include the designated rooms, tables, chairs, bartender, taxes, and regular cleanup and reset. Chairs for wedding ceremonies are not included. Such fees also do not include food, drinks, alcohol, security or any rental items.

**No alcoholic beverages may be brought onto or taken from the Forest Waters Club premises.** Beer, wine, liquor and sodas must be purchased from Forest Waters Club and served by its staff. Should any of these items be brought onto the premises by the User or its guests, the security deposit is subject to forfeiture.

Alcoholic beverages may not be served after midnight. Events should end by **11:00 PM** unless pre-approved by the Manager. Events that exceed **11:00 PM** for any length of time will be charged an additional fee of \$250.00.

To reserve the agreed-upon event date and time, a non-refundable reservation deposit of 33% of the total rental amount due or \$500.00 (whichever is greater) is required. This deposit counts toward the final amount due. A personal check, money order, or any major credit card is accepted for payment. A fee of \$25.00 will be charged for any returned check.

Thirty (30) days prior to the scheduled event, the balance of the rental fee, along with the total due for any liquor, beer, wine, and soda order must be paid in full. At that time, the refundable security and cleaning deposit of \$300.00 is also due. If the balance is not paid 30 days prior to the scheduled event, the reservation deposit will be forfeited and the date will be released.

Any additional rentals and purchases made under this agreement must be paid for prior to the scheduled event. Immediate payment will be required for any items added on the day of the event.

#### **Cancellation Policy**

Once the reservation deposit has been received by the Club and the event is scheduled, the reservation deposit and certain other amounts paid by the User are subject to forfeiture. In the event a cancellation or postponement should occur, the User should send a written cancellation notice to the Club. If the Club receives a cancellation notice at least 30 days before the scheduled event date, only the reservation deposit made to hold the date is forfeited. If the Club receives a cancellation notice less than 30 days before the scheduled event date, the total amount paid to date is forfeited except for the refundable security deposit. For the purposes of this policy, the terms "cancellation" and "postponement" are synonymous, and the effective date of notice is the date the written notice is received by Forest Waters Club management.

#### **WAIVER OF LIABILITY:**

**In consideration of the use of certain Forest Waters Club property and facilities, User acknowledges that it is assuming the risk of using these facilities and property. Any personal belongings that User or its agents, employees, or invitees bring to Forest Waters Club are at their own risk and are not the responsibility of Forest Waters Club. User shall be fully responsible to pay for any and all damages to property owned by Forest Waters Club and its members, which results from any act or omission of the User, its agents, employees or invitees. User shall promptly upon demand, reimburse Forest Waters Club for any loss of, or the expense of, repairs or any damage to Forest Waters Club property resulting from its use of that property.**

**User agrees to protect, indemnify, save, defend and hold Forest Waters Club and its owners, officers, directors, agents and employees, forever free and harmless from any and all losses, costs, damages, claims, suits, actions and liability or expenses (including attorney's fees) of any character, arising, or alleged to arise, out of or by reason of any accident, bodily injury or damages sustained by any person, persons or property, including the User, its agents, employees or invitees, on account of or in consequence of, any act or omission, neglect or misconduct, or in violation of any law, ordinance or regulation, by the User, which was caused or occurred as a result of said User's occupancy and use of Forest Waters Club property and facilities or any part thereof.**

User agrees to be responsible for any and all damages done by its caterer or food service personnel. Trash from food service is to be removed from the kitchen area by the User or its caterer. A \$25.00 fee will be assessed if Forest Waters Club staff must carry off the food service trash. Forest Waters Club staff is allowed up to five servings of food from your event - not to be consumed in public view.

Forest Waters Club reserves the right to evict from the Club's premises any person who engages in unlawful or unruly behavior. Forest Waters Club management has sole discretion on these matters.

#### **Rules and Decorating Guidelines**

User agrees to abide by the rules and decorating guidelines as detailed below:

1. Confetti, shredded tinsel and glitter are strictly prohibited from being used, as they are very difficult to remove from table linens and the carpet. **If any of these items are used, there will be an automatic additional \$100.00 cleaning fee assessed and deducted from the security deposit.**
2. All candles must either be floating, or contained in a holder that catches the wax, as compared to allowing the wax to drip down the side and onto the tablecloths. Because of the numerous heating and air conditioning vents, as well as the ceiling fans, tapered candles as a rule do not work very well. **There will be a minimum charge of \$20.00 per tablecloth stained or burnt as a result of candle wax.**
3. Champagne fountains are not permitted unless used for **non-alcoholic** beverages.
4. Birdseed and rice are not permitted to be thrown. Real rose petals and bubbles are permitted **only when used outside the buildings.** Bubbles used on or near the wooden dance floor create a safety hazard.
5. Live bird and/or butterfly releases after a ceremony outside are permitted but the Manager should review these arrangements prior to the event.
6. Directional signs, balloons, etc. directing guests to the Club **are not permitted** in the City of Garden Ridge. Any signs put up may be removed by the local police, and User may be issued a citation, as this notice has advised you of the sign prohibition. **If all signs are not removed within 24 hours, a \$50.00 charge will be deducted from the security deposit.**
7. Tablecloths must be used on all tables in all rooms. **No exceptions.** Linens may be rented from the Club or brought in by the User.
8. Hot pads must be used under all hot dishes, especially under all electrical equipment and chafing dishes. **There will be a minimum charge of \$20.00 per table or linen stained or burnt as a result of hot dishes.**
9. The pool table will be covered with the custom wood cover and linen. If it is used as a pool table, User assumes full financial responsibility for the pool table, balls and cue sticks.
10. The piano is not to be moved. If the television is to be moved, please ask Forest Waters Club staff to move it.
11. Use of nails, staples, floral tape, floral putty, masking tape, glue, duct tape and other similar items are strictly prohibited.
12. **Nothing is to be hot glued** to any Forest Waters Club material or property.
13. Any balloon centerpieces must be secured to the table by a weighted object to prevent them from becoming entangled in the ceiling fans.
14. As a general rule, all decorations should be removed from the facility at the end of the event. A fee of \$50.00 per day (\$250.00 maximum) will be assessed if items are left at the Club more than 24 hours after the event. The Manager may approve exceptions to this policy prior to the event.
15. Loudspeakers and sound equipment are not permitted outside or on the balcony, except during wedding ceremonies. All DJ's or bands must function inside the building.
16. Decorations **may not** be placed on the handrails of either of the staircases. **No exceptions.**
17. Forest Waters Club assumes no responsibility for theft or damage to personal or rented property that is brought in by User or its guests for an event. If User rents chairs for the event from a third party, please be clear about the requirements for delivery, storage, pickup and loss before entering into any contract.
18. **Smoking is not permitted inside any buildings at any time.**

**NOTICE:** See reverse side for additional; terms and conditions of the agreement.