



Event License Agreement

This Event License Agreement (this "Agreement") by and between, EVELYN'S PARK CONSERVANCY (EPC), located at 4400 Bellaire Blvd., Bellaire, Texas 77401, and _____ (name), _____ (address), _____, TX _____, _____ (contact phone, (the "Lessee") (Lessee and EPC are referred to herein as the "Parties" and each "Party") states as follows:

LOCATION IN THE VENUE: (Evelyn's Park Event Space ("Space"))

DATE AND TIME ("TERM"): _____, _____, __, 20__

Load In: Begins at _____ on __/__/____

Event begins at __:__ M on __/__/____

Load Out: Completed at __:__ M on __/__/____

SCHEDULE: The License granted to Lessee by EPC for the Event is for a total time period of 8 hours, which are allocated as follows: Two (2) hours for Move-In (set-up); Four (4) hours for the Event activity; and, Two (2) hours for Move-Out (clean-up). The Event activity must end no later than 1 hour before the start of the City of Bellaire park curfew applicable to the event date (11 p.m. Sunday – Thursday; 12 a.m. Friday and Saturday). Move-Out (clean-up) may last up to one (1) hour beyond the start of curfew for Lessees and those persons reasonably required and involved in the actual Move-Out.

ESTIMATED GUEST COUNT: _____ ("Estimated Guest Count")

Lessee desires to engage the services of EPC to hold an event at the event space facilities at Evelyn's Park, located at 4400 Bellaire Blvd., Bellaire, Texas 77401, or (any and all facilities referred to herein as the "Event Space") for Lessee, its guest(s), invitee(s) and/or other admittee(s) (collectively, the "Group"). EPC leases to the Group and agrees to provide services according to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Condition. This Agreement will not be in force until it has been returned by Lessee to EPC fully executed by Lessee or an authorized officer of Lessee and accompanied by payment as set forth in section 3.
2. Grant of License. EPC grants to Lessee, and Lessee accepts and agrees to exercise a non-exclusive license to obtain access to the common areas of Evelyn's Park made available to Lessee and an exclusive license for Lessee's event, the details of which (including day, time and space(s) and other conditions) are set forth in Schedule 1 (the "Event"). **Lessee accepts the Rented Area as is, where is, with all faults and defects.** The exclusive license herein shall be limited to the terms and conditions as set forth in Schedule 1, Exhibit A, and subject to the other terms and conditions of this Agreement.
3. Payment. Lessee shall pay EPC \$1,000 at the time this Agreement is signed and delivered (a previously paid \$1,000 Reservation Fee for the Event will be applied as this payment requirement). The remaining balance of base rent, fees or estimated charges owed EPC for the Event, if any, is due sixty (60) days prior to the day of

the Event. Lessee agrees that actual charges may differ from those initially estimated and that the Group may incur additional charges during the Event. Lessee shall pay any difference between total charges actually incurred and payments already made immediately upon the completion of the Event. All such payments shall be final and non-refundable.

4. Security Deposit. At the time this Agreement is signed and delivered Lessee will provide EPC a security deposit in the amount of **\$500.00**. EPC will return the security deposit to Lessee within one week of fulfillment of this Agreement, provided that the Event Space is returned to EPC in the same condition that it was delivered to Lessee and all keys or access devices are returned.
5. EPC Policies. Lessee shall comply with all relevant EPC policies as set forth in Exhibit A ("EPC Policies") and with all applicable governmental requirements, shall conduct its activities in the Event Space in a safe and orderly manner; shall not in any way damage or mar the Event Space or other EPC property, and shall not interfere with activities of EPC, the Café at Evelyn's Park, or the other users of Evelyn's Park. EPC may enter the licensed facilities at any time to exercise its rights and responsibilities. EPC may remove from the Event Space any person in the Group who fails to comply with this Agreement or EPC Policies.
6. Security. EPC reserves the right to require Lessee to engage security for the Event, as set forth in the EPC Policies. If so required, Lessee shall arrange for security per EPC Policies and pay security charges based on current rates per hour, subject to a minimum of four (4) hours.
7. Insurance.
 - 7.1. Lessee must carry general liability insurance in an amount not less than \$1,000,000 on an occurrence basis naming both Evelyn's Park Conservancy (EPC) and the City of Bellaire (COB) as an additional insureds, with a waiver of subrogation in favor of EPC and COB.
 - 7.2. **Proof of insurance must be provided ten (10) days before the Event**. EPC may require other persons or members of the Group and any vendor engaged by Lessee to carry insurance. If so required, Lessee shall ensure that such persons, members or organization comply with this section 7.
 - 7.3. Lessee may elect to purchase TULIP Tennant User Liability Policy. Premium quotes are available upon request.
8. Move-In; Move-Out. All move-in and move-out times shall be coordinated with and approved by EPC.
9. Catering. Lessee shall arrange any and all catering of food and beverages from The Ivy & James, the EPC preferred catering vendor, or from a vendor expressly approved in advance by EPC.
10. Equipment and Furnishings. Certain equipment and furnishings provided to Lessee by EPC as part of this Agreement are set forth in Schedule 1. Lessee shall arrange for any and all additional equipment and furnishings with the vendor approved by EPC for such.
11. Additional Services. Lessee may arrange with EPC for additional services, subject to availability and any notice requirements set forth in EPC Policies, and in such event, Lessee shall pay for such services in accordance with this Agreement.
12. Alcoholic Beverages.
 - 12.1. Beer and wine are the only alcoholic beverages permitted in Evelyn's Park.

- 12.2. The serving, possessing, and consuming of alcoholic beverages in Evelyn's park is limited to the areas permitted by the City of Bellaire.
- 12.3. Alcoholic beverages shall not be served at the Event without EPC's prior knowledge.
- 12.4. All applicable laws governing the possession, sale, serving, and consumption of alcoholic beverages must be obeyed at all times, and all required Texas Alcoholic Beverages Commission (TABC) permits must be obtained in advance of the Event.
- 12.5. Notwithstanding the foregoing, EPC reserves the right to cause Lessee or the beverage provider to discontinue alcoholic beverage service at any time.
- 12.6. Other and additional requirements are stated in the EPC Policies, Beverage Policy.
13. Permits, Fees, and Licenses. Lessee is responsible for all permits and licenses that may be required by governing authorities for assembly, alcoholic beverages, food service or any other regulated activity.
14. Loss and Damage. EPC assumes no responsibility for the damage or loss of any equipment, goods, displays, or other materials left by the Group prior to, during, or after the Event. Lessee shall be responsible for any and all damages to the premises and park property (a) arising from the exercise of the license granted herein or (b) arising from the Group's use of the premises during the Event, including but not limited to, damage caused by any independent contractor engaged by Lessee to participate in the setup, coordination, or takedown of the Event.
15. Cancellation.
- 15.1. If Lessee cancels the Event by providing written notice to EPC at least sixty (60) days prior to the day of the Event EPC will refund the base rental fee paid by Lessee, less any non-refundable portion of the Reservation Fee applied to the base rent. If Lessee cancels the Event by providing written notice to EPC at least thirty (30) days prior to, but less than sixty (60) days prior to the day of the Event, EPC will refund fifty percent (50%) the base rental fee paid by Lessee, less any non-refundable portion of the Reservation Fee applied to the base rent. If Lessee cancels the Event by providing written notice to EPC less than thirty (30) days prior to the day of the Event there will be no refund of Base Rent or Reservation Fee.
- 15.2. Lessee agrees that it is difficult to ascertain the harm and damage of a cancellation to EPC and that the above amounts are reasonable estimates of the loss of compensation, revenue and damages that would result because of a cancellation.
- 15.3. In the event Lessee fails to comply with any of its obligations under this Agreement, including Exhibit A, and Schedule 1, EPC may cancel the Event upon written notice to Lessee. In such case, Lessee shall be deemed to have cancelled the Event and the applicable cancellation charges under this section shall apply.
- 15.4. In addition to Section 15.1, EPC reserves the right to cancel the Event in its sole discretion not later than (60) days prior to the Event. In such case, EPC will notify Lessee as soon as reasonably possible of the cancellation and EPC will refund any payments already made by Lessee. Such refund shall constitute Lessee's sole and exclusive remedy against EPC with respect to cancellation by EPC under this Section 15.4.
16. ***INDEMNITY. LESSEE WAIVES ALL CLAIMS OR CAUSES OF ACTION AGAINST EVELYN'S PARK CONSERVANCY AND ITS DIRECTORS, OFFICERS, MEMBERS, AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS, AND AGENTS (THE "EPC INDEMNITEES") AND HEREBY INDEMNIFIES AND HOLDS HARMLESS THE EPC INDEMNITEES FROM ALL CLAIMS OR CAUSES OF ACTION ARISING OUT OF DAMAGE TO ANY PROPERTY OR***

INJURY TO OR DEATH OF, ANY PERSON IN, UPON, OR ABOUT THE PREMISES OF EVELYN'S PARK CAUSED BY, RESULTING FROM, ARISING OR GROWING OUT OF OR IN ANY WAY CONNECTED WITH MANAGEMENT OR CONTROL OF THE PREMISES OR THE OPERATIONS OR ACTIVITIES OF THE EPC INDEMNITEES, INCLUDING, WITHOUT LIMITATION, THE SOLE, CONTRIBUTORY OR CONCURRENT NEGLIGENCE OF THE EPC INDEMNITEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED IN THIS SECTION IS AN INDEMNITY BY THE LESSEE TO INDEMNIFY AND PROTECT THE EPC INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN CONDUCT WHETHER OCCURRING AS THE SOLE OR A CONCURRENT CAUSE OF AN ACT OR EVENT GIVING RISE TO AN INDEMNITY OBLIGATION HEREUNDER.

17. Limitation of Liability. In no event shall EPC, the City of Bellaire, or their respective owners, directors, officers, officials, employees, contractors or agents be liable to Lessee for special damages, consequential damages (including without limitation damages for loss of profits), or punitive damages, whether such special, consequential or punitive damages are based on tort, breach of agreement, representation, warranty, or otherwise, in connection with any matter in relation to the subject matter of this Agreement.
18. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles. The Parties irrevocably consent to the jurisdiction of the state and federal courts located within Harris County, Texas and hereby waive all objections to personal jurisdiction or venue in such courts with respect to all matters pertaining to this Agreement.
19. Construction Activities. Lessee acknowledges that certain construction or programmed activities may take place at the Evelyn's Park during the Event and that such construction or programmed activities may be visible from the Event facilities and noise typical of such construction or programmed activities may be audible from the Event facilities.
20. Force Majeure. EPC shall not be obligated to perform hereunder and neither Party shall be deemed to be in default if its performance is prevented by (i) fire, earthquake, flood, act of God, riot, civil commotion, or other occurrence or condition of a like nature; or (ii) any law, ordinance, rule, regulation, or order of any public or military authority stemming from existence of economic controls, riot, hostilities, war, or governmental policy.
21. Abandoned Property. Abandoned Property. EPC will have the full right to collect and have custody of all articles and personal property left in the Space or at Evelyn's Park after the expiration of the Term. Any property so left will be deemed abandoned by Lessee and may be disposed of by EPC, as EPC sees fit, without any liability for any loss, damages or costs associated with such disposal, which liability will rest solely with Lessee.
22. Use of Logo. Client may use the Venue name and/or logo in printed materials or media to announce or promote the Event: provided that Client obtains prior approval from EPC for each such use.

Evelyn's Park Conservancy (EPC) Policies for Events ("EPC Policies")

1. PARKING. Event parking is in the Bellaire United Methodist Church Scout House parking lot located on the southwest corner of Newcastle at Bellaire Blvd (4511 Bellaire Blvd), Bellaire, TX 77401.

2. VALET PARKING. You may arrange valet parking at your expense for the Event and have a valet booth in the Evelyn's Park Newcastle parking lot. If your expected guest count for the Event is thirty-five (35) or more persons you must use a valet service at your expense for your event. All valet parking needs can be coordinated through the EPC Events Coordinator. Fees and charges for EPC arranged valet parking are in addition to the base rental amount and must be paid to EPC prior to the Event. If you arrange your own valet parking service, you must use an EPC approved vendor and ensure all required paperwork is filed and applicable fees are paid for lane closures.
3. CATERING. For a list of approved vendors contact the EPC Events Coordinator.
4. GUEST COUNT. A final expected guest count must be provided to EPC no later than ten (10) days prior to the day of the event.
5. SECURITY. EPC may require security in the form of Bellaire Police Officers or other peace officers for certain events or numbers of guests.
6. LESSEE'S AGENT'S CREDENTIALS. EPC must approve all vendors, staff and agents engaged by you for the event and the move-in and move-out thereof. You must provide credentials for all vendors, staff and agents that display the person's name and the name of his or her company. Credentials must be approved by EPC no later than one (1) week prior to the day of the event. Credentials must be worn at all times for access to the Event Space including during move-in and move-out of the event. EPC will not grant Event Space access to anyone without credentials.
7. BEVERAGE POLICY. Specific requirements apply to alcoholic beverages. If alcoholic beverages are to be served at the event, EPC requires beverages to be dispensed only by authorized servers and bartenders and that you and everyone in your group abide by all laws. The only alcoholic beverages that may be served are beer and wine. **Lessee is required to arrange all alcoholic beverage procurement, possession, service, and consumption for any event with and through the holder of the Texas Alcoholic Beverage Commission (TABC) permit/license for 4400 Bellaire Blvd., Bellaire, TX 77401.** EPC policy requires (i) proper identification of any person of questionable age and refusal of alcoholic beverage service if the person is either underage or if proper identification cannot be produced, and (ii) refusal of alcoholic beverage service to any person who, in the judgment of the server, appears intoxicated. EPC reserves the right to cause Lessee or the beverage provider to discontinue beverage service at any time. These rules apply to all guests who attend the event. Depending upon the event, additional requirements with respect to alcoholic beverages may apply. EPC encourages all groups to make alternative transportation arrangements when alcoholic beverages are served and to establish a designated driver program for safe transportation from the Event.
8. FLOOR PLANS. Standard floor and area set up plans are available upon request. You may request an alternate set up according to your specifications. Alternate set up requests must comply with all laws, ordinances, and codes, and must include a diagram which must be submitted to EPC no later than thirty (30) days prior to the day of the event. Alternate set up requests must be approved by EPC.
9. DECORATIONS. Decorations must meet all safety standards and laws and the approval of EPC. The affixing of anything to the wall, floor or ceiling of any room with nails, staples, tape, or any other substance requires the prior express written approval of EPC.

10. DANCE FLOOR AND STAGING. You must submit all dance floor, staging, lighting, and like requests to EPC for approval no later than 35 days prior to the day of the event. The request shall include dimensions, weight and pressure points, as well as a diagram of how each item will be set up on the floor. All requests are subject to approval by EPC. The rental companies from which the stage and dance floor are rented must be approved by EPC and must adhere to all policies put forth by EPC.

11. SECURITY. Lessee must have, at Lessee's expense, at least one (1) uniformed Bellaire Police Department officer during the Event. Lessee must have, at Lessee's expense, at least two (2) uniformed Bellaire Police Department officers during an event that serves alcohol or if the number of attendees will exceed 100. An additional uniformed Bellaire Police Department officer is required, at Lessee's expense, for each additional 100 persons attending the Event. The officers must be on site for at least one half hour before and after the event to ensure that the building has been vacated and secured. EPC will arrange for the security. The fee arrangement is between the Lessee and the officers. Generally, the officers require cash the day of the event. Lessee must provide confirmation that the required officers have been secured at least 15 days prior to the Event or the Agreement will be terminated and rendered null and void. If uniformed Bellaire Police Department officers above cannot be secured, then Lessee may use another law enforcement agency but EPC must be provided name, number and law enforcement agency of those officers.

12. NOISE LEVELS. The noise generated by and during the event must be in compliance with the City of Bellaire sound ordinance. A copy of the ordinance will be furnished to you upon request.

13. CONFETTI, GLITTER, RICE, FEATHERS, AND BIRDSEED. The use of confetti, glitter, rice, feathers or birdseed is not permitted due to the extensive labor involved in clean-up of such. In addition to the clean-up fee and base rent, EPC will charge an additional \$500 if confetti, glitter, rice, feathers, or birdseed is used.

Event Details ("Event")

LESSEE or EVENT NAME: _____

BASE RENTAL FEE: \$x,x00

DATE: _____, __, ____

LOCATION OF EVENT SPACE: _____ (Event Center, Event Patio, Event Lawn)

Please note that you are licensed for exclusive use of only the designated spaces and not the entire Evelyn's Park.

NUMBER OF ATTENDEES: ____ - Final expected guest count numbers to be submitted to EPC 10 days prior to the event.

DESCRIPTION OF EVENT:

FIRE WATCH: Pending your final decor a Fire Marshal may be necessary and additional fees may apply.

AUDIOVISUAL:

PARKING: Valet Required; this expense is not included in the Base Rental Fee will be a separate

SET-UP AND EQUIPMENT PROVIDED WITH RENTAL – 10 Round tables of 10 with laundered white linen tablecloths and 100 standard banquet chairs; three (3) 8-foot rectangular tables. No other equipment rentals are included in the base

SECURITY REQUIRED: x Police officer/s - ~~\$xxx~~; cash payment to the Bellaire Police Officer who works the event is required at the time of the event. This fee is not included in the Base Rental Fee.

MISCELLANEOUS:

1. **Lessee is required to arrange all alcoholic beverage procurement, possession, service, and consumption for any event with and through the holder of the Texas Alcoholic Beverage Commission (TABC) permit/license for 4400 Bellaire Blvd., Bellaire, TX 77401. At this time the TABC permit holder is The Ivy & James, LLC**
2. The Park requires a clean-up fee of \$200. The clean-up fee will be deducted from your \$500 security deposit.
3. The use of confetti, glitter, rice, feathers or birdseed is not permitted due to the extensive labor involved in clean-up of such. In addition to the clean-up fee and base rent, EPC will charge an additional \$500 if confetti, glitter, rice, feathers, or birdseed is used.
4. Lessee may use _____ as the event caterer and _____ for the equipment rentals.
5. The required event liability insurance is a Lessee expense that is not include in the Base Rental Fee. EPC will facilitate the arrangement of the insurance.

APPROVED AND AGREED TO BY:

EVELYN'S PARK CONVERSERVANCY

LESSEE

By:
(Signature)

By: _____
(Signature)

Denton Ragland
(Printed Name)

(Printed Name)

Title: **Executive Director**