

Name
Date

**Seven for Parties
Dallas, Texas 75207**

Types of Events Allowed

Seven for Parties is a flexible facility for many types of parties. Food is not a requirement, but Krispin encourages the serving of food.

Alcohol Only parties are allowed provided Client pays \$500.00 additional rental and agrees to one additional security per 100 guests at Client's expense and valet parking. Krispin will review accommodations for alcohol over use and general safety. Open intoxication of any kind will not be tolerated.

Agreement:

This agreement is between **Wendy Krispin Caterer, Inc. - Krispin Concessions LLC** (hereinafter "Krispin" or "KRISPIN") and _____, (the "Client"), for the rental of the facility at Seven for Parties, 150 Turtle Creek Boulevard, Suite #107, Dallas, Texas 75207 (the "Agreement"). Any amendments to this Agreement shall be in writing as an additional contractual agreement. The event date is _____ ("Event Date").

1. Event Insurance

Client must provide a Commercial COI or Special Events Policy with General Liability minimum of \$1,000,000 each occurrence / \$2,000,000 general aggregate to cover duration of the setup, breakdown, and actual event time (SEE SAMPLE PDF-A). Wendy Krispin Caterer, Inc. / Krispin Concessions, LLC, Seven for Parties should be listed as additional insured with **CERTIFICATE HOLDER BOX** stating our business address of 528 S. Hall Street, Dallas, TX 75226. The COI **DESCRIPTION BOX** should state for the: "Event at Seven for Parties at 150 Turtle Creek Blvd., Suite 107, Dallas, TX 75207". The policy shall be endorsed to remove any exception for alcoholic beverage sale, service, or consumption. If you need an agent reference for a Special Events Policy, please let us know.

2. A. Facility Rental Charges and Associated Fees:

- \$ _____ Facility Rental Fee ("Rental Fee")
- \$ 1,000.00 Cleaning Fee/Security Damage Deposit (*see item 3)
- \$ _____ 8.25% Sales Tax

TOTAL DUE = _____

B. Payment Schedule:

- Events occurring **90+ days** from contract date require a check payment of 25% of the TOTAL FUNDS DUE at the time of signing the contract.
- Events occurring **30-90 days** from contract date require a check payment of 50% of the TOTAL FUNDS DUE at the time of signing the contract.
- FULL PAYMENT / REMAINING BALANCE of the TOTAL FUNDS DUE must be received by check to WKC no later than **30 days** prior to the event date. For short term contracted events, please know that any payments made within less than 10 days prior to the event date must be made by cashier's check only. (**No personal or business checks**)

- **IMPORTANT NOTE:** Timeliness of payment is the sole responsibility of the client. Any funds not received by WKC according to schedule may be considered a cancellation by the Client.

Please make checks payable to Wendy Krispin Caterer, Inc. If payment is made by mail, please send to:

Payee: Wendy Krispin Caterer, Inc.

Attn: Accounts Receivable

528 S. Hall Street

Dallas, Texas 75226-1903

C. In the event of a cancellation by Client, the rental payments made will NOT be refunded.

- If Client should **cancel the reservation more than 90 days** prior to the original event date, and want to apply any cancellation fees to another event, then the following will apply:
 - Within 60 days of the cancellation date, the Client must re-book another program of equal or greater value that will be actualized within six (6) months from the original event date.
- If Client should **cancel the reservation less than 90 days** prior to the original event date, the Client will not be eligible to apply any cancellation fees to another event reservation.

D. In the event of a cancellation by Krispin, all payments made by Client will be refunded.

The facility rental fee includes the following and Client's use of the following, which shall be in good condition and/or good working order for Client's event:

Client's use of the Seven for Parties venue for Client's event on _____, within the times and dates specified in this Agreement.

1. Assorted lounge furniture, fun-scale furniture and library furniture
2. Separate Bar and Lounge Area
3. 1 built-in bar; access to moveable bars
4. Built-in Stage with nearby adequate power for most bands. If stage is relocated to another area of the venue, the band will need to bring its own power generator.
5. Dance Area
6. Bridal Suite with Nearby Bathroom
7. Three projectors with BluRay and 3D
8. Moveable Light Can for your Gobo Light Stencil
9. Specialty Lighting: Venue has some uplights in color, and some downlight in white. (Client's lighting professional may provide additional lighting at Client cost)
10. CD and Ipod Sound system – this is for rooms sound only. DJ Party and bands will require additional equipment.
11. Internet Access
12. 300 white wood chairs.
13. 200 Clear Chivari Chairs with Black Cushions
14. Tables:

- 30 – 60” rounds
- 2 – 72” rounds
- 6 – 48” rounds
- 10 – Tall Cocktail tables
- 20 – 6ft tables
- 10 – 8ft tables

15. One security officer for the event, as described herein.

KRISPIN shall provide access to the tables and chairs that are listed for the events.
Tables and chairs to be set by client or their caterer.

3. *Cleaning/Security Damage Deposit Payments

A security deposit of \$1,000.00 is required. \$300 is retained as a cleaning fee. Up to \$700 of this deposit is refundable 30 days after the event. **The premises shall be left undamaged and in the condition it was found**, there shall be no occupancy or time overages, and nothing shall be taken from the premises that is property of KRISPIN.

4. Return Check Charge

All checks returned due to insufficient funds or otherwise not paid will be assessed a \$45.00 service fee and cashier’s check payments will be required from that date forward.

5. Caterer

- Clients may NOT provide their own food. All food requirements must be arranged through Wendy Krispin Caterer, Inc. Client shall have the option of contracting for catering services with Wendy Krispin Caterer, Inc., with one of the caterers previously approved by Krispin as of the date of this contract, or with any other caterer of Client’s choice subject to the caterer’s providing proof of the following no less than 45 days prior to the event:
 - a. Minimum General Liability Insurance Coverage of \$ 1,000,000 occurrence; \$2,000,000 aggregate
 - b. Minimum Workers Compensation Insurance Coverage (Texas Written) of \$1,000,000
 - c. If alcohol (complimentary to guests OR cash bar) is being served by anyone other than WKC bartenders, minimum Liquor Liability Insurance Coverage of \$ 1,000,000 is required.
 - d. Current City of Dallas, Dallas County, and Texas Food Service Caterer permits
 - e. WKC shall be presented with a COI (Certificate of Insurance) naming Wendy Krispin Caterer, Inc./Krispin Concessions,LLC and Seven For Parties as additional insured as follows:

1. **CERTIFICATE HOLDER BOX:**

“Wendy Krispin Caterer, Inc./Krispin Concessions, LLC
Seven For Parties
528 S. Hall Street
Dallas, TX 75226”

2. The **COI DESCRIPTION BOX** should state: “Event at Seven for Parties located at 150 Turtle Creek Blvd., Suite 107, Dallas, TX 75207”

- f. A signed copy of the WKC Hold Harmless Agreement (see page 9 for form)
- g. All caterers that are new to the facility must also sign the WKC-Seven Caterer Contract prior to being engaged by the client.
 - Krispin reserves the right to refuse any caterer it deems unsatisfactory.
 - **All caterers will pay a 10% food and beverage fee** within 10 business days of function and will include a copy of actual invoice provided to client. All caterers understand that they will do general mopping/sweeping of space and will stow chairs and tables in assigned areas.

6. Alcoholic Beverage Policies and Options of Service

- Client may purchase independently and supply all alcohol, beer, and wine to be served at the event. If client purchases the alcohol, client assumes all responsibility related to the alcohol and agrees to Hold Harmless Krispin of any liability which may result from the sale, service, or consumption of alcoholic beverages. Client must provide Krispin with a certificate of insurance (COI) that has a minimum of the following (SEE SAMPLE PDF-B):
 - a. General Liability \$1,000,000 occurrence; \$ 2,000,000 aggregate
 - b. Liquor Liability Coverage \$ 1,000,000
 - c. WKC shall be presented with a COI (Certificate of Insurance) naming Wendy Krispin Caterer, Inc./Krispin Concessions, LLC and Seven For Parties as additional insured as follows:

1. **CERTIFICATE HOLDER BOX:**

“Wendy Krispin Caterer, Inc./Krispin Concessions, LLC
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I accept terms stated above as the Client-supplier of the alcohol. _____ (client signature)

- If alcohol is purchased through the caterer, all licenses and permits will be the sole responsibility of caterer. All such alcohol, beer and wine must be served by the caterer’s Texas Alcohol & Beverage Commission (TABC) licensed bartenders. The caterer shall comply with all TABC regulations in this regard.

I would like for my caterer to provide the alcohol. _____ (client signature)

- The contracting for, or providing the licensed servers of alcohol, beer, and wine at the event must be approved by Krispin.

Alcohol will not be present at my event. _____ (client signature)

Note: Cash bars are permitted. Kegs of alcoholic beverages are permitted, but Client must provide their own ice and storage container.

7. Professional Lighting

Seven for Parties has existing lighting that washes the walls. All other lighting added will be at Client's expense.

Professional lighting services, installation and rentals must be hired through our in-house lighting company or outside company may be used provided they are able to qualify as an approved vendor – see paragraph 5. **Caterer**, for requirements.

8. Entertainers, Photographers, Decorators, and all other outside Vendors

Any vendors brought into the facility by the client, client's event planner, or client's caterer that are not employed by Krispin must provide Krispin with proof of the following no less than 45 days prior to the event:

- a. Minimum General Liability Insurance Coverage of \$ 1,000,000 occurrence; \$2,000,000 aggregate
- b. Minimum Workers Compensation Insurance Coverage (Texas Written) of \$1,000,000
- c. A signed copy of the Krispin "Hold Harmless Agreement" form (see page 9 for form)
- d. WKC shall be presented with a COI (Certificate of Insurance) naming Wendy Krispin Caterer, Inc./Krispin Concessions, LLC and Seven For Parties as additional insured as follows:

1. CERTIFICATE HOLDER BOX:

"Wendy Krispin Caterer, Inc./Krispin Concessions, LLC
Seven For Parties
528 S. Hall Street
Dallas, TX 75226"

2. The **COI DESCRIPTION BOX** should state: "Event at Seven for Parties located at 150 Turtle Creek Blvd., Suite 107, Dallas, TX 75207"

9. Event Planner

The Client must notify KRISPIN of selected event planner (if applicable). The event planner or the Client must provide KRISPIN with a complete prospectus of the event three (3) weeks prior to the event.

10. Site Visits

We allow a total of two (2) appointed visits to the venue. During the regular Saturday open house hours, visits are unlimited. Client's vendor visits should all be scheduled at one time.

11. Duration

The base rental rate for Seven for Parties is ten (10) hours and we recommend dividing the time as follows: three (3) hours for set up, up to six (6) hours for the event and no less than one (1) hour for tearing down and cleaning. Note: If client's vendors stay longer for tearing down, client will be charged for additional WKC staff fees. For events requiring more time, written approval shall be obtained and there is an additional hourly fee. Events are to end at 12:00 am (midnight) with 1 hour allowed for strike and cleanup. There will be an additional charge for events ending at 1:00 am, with cleanup at 2:00 am. No items may be delivered prior to the event date (without

prior approval). All items must be picked up the same day of the event (unless prior written approval). KRISPIN does not assume responsibility for any items left at the venue. Any items left on the premises will become the property of KRISPIN.

12. Damage to Venue

In the event Seven for Parties is damaged by the Client, the Client's guests, or the Client's vendors, KRISPIN shall prepare an itemized list of damages and shall obtain a written estimate for the reasonable cost of repairs. Client shall have the right to inspect the damage and repair estimate before the work is done. The repair costs will be deducted from the Client's deposit and Client shall compensate KRISPIN for any additional reasonable costs of repair.

13. On-Site Security and KRISPIN contact person

A security officer is required for all events. The officer is usually scheduled to arrive 30 minutes prior to the event start time. The venue rental fee paid by Client includes one security officer to be on duty at the Client's event and KRISPIN shall supply such officer for the event. For events of 150 people and less, one security officer is required. For events of over 150 people, two security officers are required. Additional security officers may be required depending on the type of event. Any additional security officer beyond the one provided by KRISPIN and included in the venue rental price shall be hired by KRISPIN and then billed to the Client at \$35.00 per hour per security officer. The amount of \$175.00 per officer will appear on the final statement as an estimate of five (5) hours. Any differences will be settled in the refund of the security deposit after the event.

In addition, when an outside caterer is used, KRISPIN shall provide one employee who shall be present and available during the hours of the event who will supervise and function as a contact person for Client for the event. This KRISPIN employee shall be responsible for maintaining the cleanliness of the restrooms during the event and for replenishing standard restroom supplies during the event. Diligent cleaning of spills, vomit and general tidiness of space is a service that the hired caterer provides. This service is not provided by Krispin unless requested and hired by client.

14. Valet

There are free parking spaces outside of the building that some guests may use. We exclusively use our valet and we arrange their service. Client may always choose to add more valets. Valet is \$30.00 per hour per attendant. An appropriate number of attendants will depend upon the type of event, quantity of guests, etc. Gratuity for the valet attendants is not included. However, gratuity for the attendants is encouraged.

15. Property Usage/Decorations

Client floor plan must be approved by WKC/Seven no less than 7 days prior to event date. Any changes made to the floor plan within 48 hours prior to event start time may incur additional fees. No property (including curtains, furniture, accessories, plants, etc.) shall be moved without prior consent. All decorations must be approved by KRISPIN and such consent shall not be unreasonably withheld. Areas outside of Seven for Parties shall not be decorated without prior written consent.

16. Safety

Any decorations above arm's reach must be installed and dismantled by the staff of KRISPIN at a fee of \$30.00 per hour per person. Clients are not allowed to climb on ladders to hang decorations provided by themselves, a rental company, or KRISPIN. However, Client's event planner or floral company – provided they have Liability Insurance on file and are approved as a vendor, may install and dismantle all decorations for the event, as long as all items are removed directly after the event, and Client shall not be required to hire any KRISPIN staff for this purpose.

17. Deliveries

KRISPIN will accept deliveries (with advance notice) on behalf of the Client; however, KRISPIN does not assume legal responsibility for food, beverages, equipment, or other personal property brought into the venue for events at any time. All deliveries must be the day of the event (unless prior written approval), or except as specified otherwise in this Agreement.

18. Sound system and video projectors.

Sound system is ambient only and not suggested for loud or D.J. events. It is background only. Client's DJ may plug into our system providing they have additional speakers and bass. The projector is designed to cast image on wall only. Krispin suggests DVD format and it is client's responsibility to make sure format works in our equipment. Krispin will not be responsible for formatting. In the event that Krispin's sound system and/or video projection equipment are not in good working order for the event, Krispin shall provide a timely and comparable substitute for the event at no additional cost to Client. Microphones are not part of the AV equipment.

19. Prohibited Items

No hazardous, poisonous and/or flammable materials may be used by the Client at Seven for Parties, including the surrounding vicinity. The following items are also prohibited: confetti (white confetti is OK), rice, birdseed, decals, stickers, silly string, glue, gaffers tape, nails, screws, or staples and any other similar materials that could cause harm to animals, people or vehicles. Candles, with the exception of glass votive candles not exceeding 2" in height, are not permitted unless they are LED candles. Seven for Parties, has a no-smoking policy for any enclosed space. Smoking in the parking lot is allowed as long as cigarettes are disposed of properly.

20. Compliance with Laws and Ordinances

The Client shall agree to comply with all City of Dallas ordinances and State and Federal laws relating to the use of Seven for Parties. Illegal use of drugs or narcotics on the premises is strictly prohibited and will result in termination of the event. KRISPIN shall fully cooperate with law enforcement agencies in prosecution of perpetrators of this provision to the fullest extent of the law.

21. Disputes

All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs initiating the arbitration shall be divided equally between the parties, including the arbitrator's fees. The prevailing party in any arbitration proceeding based upon this Agreement shall be entitled to reasonable attorney's fees, all arbitration costs in addition to any other recoveries

allowed by law. Any award may be enforced in a court of law. This Agreement shall be construed under the laws of the State of Texas, with venue and jurisdiction in Dallas County, Texas.

22. Amendments

This Agreement constitutes the sole and entire agreement between Krispin and Client. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties. No alteration may be made to this contract, and all modifications must be in writing and agreed upon at execution by the Director of Seven for Parties. Additional changes and or requests by the Client could cause an increase in event rental fees.

23. Indemnification

Krispin accepts no responsibility for any food services or vendor services provided by a caterer or event planner other than Wendy Krispin Caterer, Inc. Client shall indemnify, release, waive, discharge and covenant not to sue, and hold harmless Krispin from any and all liability, claims, costs and expenses or injuries whatsoever arising out of or related to any loss, damage, or injury that may be sustained by a guest at the event arising out of the Client's rental of Seven for Parties, pursuant to this Agreement.

24. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

25. No Smoking Policy.

The venue has a no-smoking policy that will be strictly enforced. Any smoking outside the premises shall be at least twenty (20) feet away from the building.

26. Warranties

Except as specified herein, Krispin Concessions, LLC., does not make any warranties to Client regarding the venue or its use. By their signatures below, each party warrants and represents that it has full and binding authority to enter into this Agreement.

27. Hold Harmless

By signing this contract, I hereby release, waive, discharge and covenant not to sue and hold harmless Wendy Krispin Caterer, Inc., Krispin Concessions, LLC, and Seven for Parties from any and all liability, claims, costs and expenses or injuries whatsoever arising out of or related to any loss, damage, or injury, that may be sustained during the use of any room, facility, or service located on the property of: Seven for Parties, 150 Turtle Creek Blvd., Suite 107, Dallas, TX 75207.

28. Waiver of Subrogation

The Client waives all rights against Wendy Krispin Caterer, Inc., Krispin Concessions, LLC, Seven for Parties, owner and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employer's liability insurance maintained per requirements stated in this contract.

Seven for Parties – Signature Page

Client/Organization Name: _____

For Event Start Time: _____ Event Start Date: _____

For Event End Time: _____ Event End Date: _____

\$ _____ Facility Rental Fee (“Rental Fee”)

\$ 1,000.00 Cleaning Fee/Security Damage Deposit (*see item 3)

\$ _____ 8.25% Sales Tax

TOTAL DUE = \$ _____

Plus extra hours after midnight (if applicable) _____

AGREED AND ACCEPTED, this _____ day of _____, 2015.

Client/Date

Wendy Krispin Caterer, Inc. / Krispin Concessions, LLC / Date

Additional Client Information:

(Printed) Contact Name _____

(Printed) Physical Address (no P.O. Boxes Please) _____

State _____ Zip Code _____

(Printed) Email Address _____

Please submit completed contract pages 1 through 9 to: info@wendykrispincaterer.com

Please see important forms attached: 1. **Vendor Hold Harmless Agreement** 2. **Client’s Vendor Affidavit**

Below is a copy of the Hold Harmless Agreement that is to be signed by your vendors (listed on the Client Vendor Affidavit list) and their staff that will be at the facility for the event. Client or Event Planner to submit this form to vendor(s) for completion.

WKC Outside Vendor Hold Harmless Agreement

I hereby release, waive, discharge and covenant not to sue and hold harmless Wendy Krispin Caterer, Inc., Krispin Concessions, LLC, and Seven for Parties from any and all liability, claims, costs and expenses or injuries whatsoever arising out of or related to any loss, damage, or injury, that may be sustained during the use of any room, facility, or service located on the property of:

Seven for Parties
150 Turtle Creek Blvd., Suite 107
Dallas, TX 75207

Printed Name: _____

Company Name: _____

Address: _____ City: _____

State _____ County: _____ Zip Code: _____

Contact Phone: _____

Today's Date: _____

Signature: _____

Please submit signed form to: info@wendykrispincaterer.com

SEVEN for PARTIES
Client's Outside Vendor List Affidavit

Event Date:

Client Name:

Event Start Time:

I, _____ (client) plan to use the following outside (Non-WKC) vendors at my event at Seven for Parties. I acknowledge that this list is a complete list of all outside vendors being used, and that any outside vendor not listed here is not permitted at the venue. I am aware that each outside vendor and its staff **must be insured by the minimum coverage requirements stated in the contract (see items 5, 6 & 8 and attached sample COI's)**, and each must sign the Hold Harmless Agreement. I agree to submit their certificates of insurance and Hold Harmless Agreements via email to chris.wkcfinance@gmail.com no less than 45 days prior to my event. This form is for completion by the CLIENT ONLY, not the vendors.

Client Signature

Date

	<u>Name</u>	<u>Email Address</u>	<u>Phone</u>
Caterer:			
Band:			
DJ:			
Lighting:			
Floral/Décor:			
Rental Equipment:			
Bar Service Staff:			
Other:			
Other:			
Other:			
Other:			
Other:			

Please submit this page to: info@wendykrispincaterer.com

