



Rental Agreement Terms for Use of the Party Room
Rev. 3/06

SECTION 1. DEFINITIONS

- 1.1 "Director" means the owner or operator of The Wings N' More Party Room.
- 1.2 "User" means any person, firm or organization contracting to use the Wings N' More Party Room and any persons attending the event sponsored by the contracting party.
- 1.3 "Caterer" means any person, firm, or organization who serves food or beverages to a User in the Wings N' More Party Room.
- 1.4 "Center" means The Wings N' More Party Room.
- 1.5 "TABC" means Texas Alcoholic Beverage Commission.

SECTION 2. CONTRACT

- 2.1 No person, firm or organization will have access to the Center without executing a written agreement.
- 2.2 The type of agreement required shall be at the discretion of the Director.

SECTION 3. CLASSIFICATION OF USE

- 3.1 Events shall be classified as:
 - A.) NONCOMMERCIAL (Educational, civic, or social events)
 - B.) COMMERCIAL
 - 1.) Events sponsored by a non-profit charging admission.
 - 2.) Events sponsored by private individuals or companies whose purpose is for promotional or for subsequent profit taking.
 - C.) COMMERCIAL/VENDING
 - 1.) Individuals or companies who charge admission, sell merchandise, or both.
- 3.2 Depending on classification a different rental rate may be charged.

SECTION 4. BOOKING

- 4.1 The Center shall be available on a first-come-first-serve basis.
- 4.2 Bookings for the Center can be made one year in advance. Only the Director can make exceptions.
- 4.3 User groups, when considering using the Center for consecutive days, are urged to execute an agreement as much in advance as possible.

SECTION 5. MENU

- 5.1 The Center will offer the User any and all items that are currently on the Wings N' More Restaurant menu.
- 5.2 Other food items can and may be prepared by the Center but will strictly be at the discretion of the Director.
- 5.3 Any changes made in the agreed-upon menu quantities or in the number of guests must be made at least five (5) working days in advance unless otherwise allowed by Director. No menu billing adjustments will be made after confirmations are given.
- 5.4 Menu pricing will be quoted on a "buffet service" basis. If User requests wait staff "full service" a fifteen percent (15%) gratuity will be added to food and beverage charges.
- 5.5 If the Center must procure additional food items during the User's event, additional food charges will apply and a service charge may apply. The Center will only procure additional food items during the event at the approval of the User or User's agent. Additional food items are subject to product availability and the discretion of the Director.

SECTION 6. FEES

- 6.1 All fees for use of the Center and its facilities are subject to change from time to time; therefore, menu estimates may only be given within two (2) months of an event.

SECTION 7. PAYMENT OF FEES

- 7.1 All fees are due and payable immediately after the User's event prior to the User vacating the premises unless other arrangements are approved by the Director prior to the date of the event.
- 7.2 Deposits paid less than 15 days in advance of the event date are required to be paid IN CASH OR CASHIERS CHECK.
- 7.3 Personal or company checks will be accepted only at the discretion of the Director.
- 7.4 Credit card payments are accepted for food and beverage purchases. Security deposits are payable by cash, cashiers check, or personal checks. Credit card payments for deposits may be accepted at discretion of Director and only if accompanied by a signed Rental Agreement.
- 7.5.1 If deposit is paid by credit card, \$250.00 will be charged to the card given and refunded to the same card after the event if there are no damages.

SECTION 7. PAYMENT OF FEES (continued)

- 7.5 Tax-exempt Users must present proof of state sales tax-exemption upon reservation confirmation.
- 7.6 Any past due payments are subject to a 15% service charge per 30 days.

SECTION 8. ROOM CHARGES

- 8.1 The Center room charge rental fees will be as follows:
- | | | | |
|-------------|-------------|------------|-------------------|
| Mon.-Fri | 7am - 4pm | \$ 50/Hour | (Minimum 2 Hours) |
| Sat | 7am - 4pm | \$100/Hour | (Minimum 2 Hours) |
| Mon.-Thurs. | 4pm - Close | \$100/Hour | (Minimum 2 Hours) |
| Fri-Sat | 4pm - Close | \$100/Hour | (Minimum \$400) |
| Sun | 8am – Close | \$100/Hour | (Minimum 2 Hours) |
- 8.2 Minimum room charges will be applied to any Wings N' More food purchases. User will be responsible for payment of food and beverage charges above and beyond room charge minimum.

SECTION 9. REQUIRED SECURITY

- 9.1 The following events may require the presence of a certified security guard or uniformed police officer:
- 1) Any event at which 100 or more people are in attendance.
 - 2) Any event with an attendance of 50 or more people at which alcohol is being served.
 - 3) Any event attended primarily by minors and whose numbers exceed 50 in anticipated attendance.
 - 4) Any event deemed necessary by the Director to assure the security of the User, Director, or both.
- 9.2 Officers when required, are to be present during the event, should remain at least 30 minutes following the close of the event and MAY be required to remain until the User and their guests vacate the premises.
- 9.3 Only the Director in writing prior to the event may waive requirements.
- 9.4 Parties that are required to have a security guard or uniformed police officer will do so at the sole expense of the User.
- 9.5 Any event attended primarily by minors is required to have two (2) parental chaperones for each 50 guests.

SECTION 10. CENTER'S PERSONAL PROPERTY

- 10.1 The Center's personal property, such as tables, chairs, refrigerators, keg box, television, CD player, DVD player and VCR are all available to the User upon approval from The Director.
- 10.2 The Center supplies ice for use in glasses for consumption only. Ice is not supplied for use in coolers or to ice down items. Users must supply their own ice for non-consumption uses. User will be charged for any ice that is taken for non-approved uses.
- 10.3 User and User's guests should not sit or stand on top of tables, as they are designed for limited weight capacity. The Center and Center's personnel can not be held liable for injuries sustained from sitting or standing on top of tables or bar area.

SECTION 10. CENTER'S PERSONAL PROPERTY (continued)

- 10.4 Placement of tables and chairs will be set up by the Center but agreed upon by User and Center prior to the event.
- 10.5 The User shall be responsible for all damage to Center's personal property used during the time of User's event.

SECTION 11. USER'S PERSONAL PROPERTY

- 11.1 The Center, Director or any other Center personnel will not be responsible for any personal property or articles left by the User or their guests.
- 11.2 The User is responsible for the removal of any alcohol (kegs, bottles, etc.) from the Center immediately following the event. Should these items be left on the premises, the Center will dispose of them immediately upon clean up.
- 11.3 The Center is not responsible for payment of any deposits on kegs that are left at and disposed of by the Center.

SECTION 12. DAMAGE/SECURITY DEPOSIT

- 12.1 Any User scheduling an event at the Center must pay a refundable damage/security deposit of two hundred fifty dollars (\$250.00).
- 12.2 The Director has the right to waive or change the amount of the security deposit. If the security deposit is waived, the User is still responsible for any expenses resulting from damages, missing items, excessive clean-up, rule violation or time in Center beyond contracted amount.
- 12.3 All security deposits are deposited, not held, by the Center. Once the party is paid in full, the corporate office out of Houston will issue a refund check. Refund checks typically take one to two weeks to be mailed to the user; however, the Center makes no guarantees as to the delivery time of refund checks.
- 12.4 The security deposit shall be used by the Center to repair, replace, or pay for any property of the Center which is damaged or destroyed by User or any participants at the event sponsored by the User. If the damage is in excess of the applied \$250 security deposit, the User will be responsible for any additional expenses needed to replace or repair the personal property of the Center. However, the deposit may be held at the discretion of the Director for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements.
- 12.5 The Center may retain the full security deposit or any portion to cover any excessive or unusual clean-up resulting from use.
- 12.6 Violation of Center rules and guidelines by User or User's guests (i.e. smoking inside Center, decorating guidelines) may result in a deduction from the User's security deposit by the Center.
- 12.6 The security/damage deposit or a portion thereof may be used to compensate the Center for occupancy of the premises or use of its personal property over the time granted in the contract. Because the Center is contracted at an hourly rate, any User who has not vacated the premises within thirty (30) minutes after the contracted time will be billed an additional per-hour charge. The additional charge may be deducted from the security deposit.
- 12.7 The Center is equipped with a television, DVD player, VCR, microphone, tuner/receiver, compact disc player and other electronic equipment. The User will be responsible for any and all damage to any of the equipment. The security deposit shall be used by the Center to repair, replace, or pay for any equipment of the Center which is damaged or destroyed by User or any participants at the event sponsored by the User.

SECTION 13. CLEAN-UP AND DECORATIONS

13.1 Clean-up fees, in addition to the room charges, apply as follows and do not apply to food and beverage purchases:

Mon-Fri	7am – 4pm	\$25
Mon.-Fri	4pm – Close	\$50
Sat-Sun	8am – Close	\$50
Room-only Rentals		\$25

13.2 The Center will be responsible for removal of trash and usual clean up. However, Users will be responsible for cleaning up any areas that as a result of User's use will require more than normal clean-up services.

13.3 Before leaving the premises after the event, User or Users agent will remove any litter (including cigarette butts) or decorations in the Center parking lot or sidewalk areas deposited by User and dispose of the litter or decorations in an approved depository.

13.4 Any excessive or unusual clean up that is done by the Center, which was caused by the User, will be paid from the security deposit. Removal of vomit, blood, urine or other bodily fluids will be considered excessive and unusual clean up. The cost will depend on the amount of time needed to clean the area.

13.5 User will be responsible for removal of any special decorations (tablecloths, candles & candleholders, balloons, etc.) immediately after their event. If these special items are left, they will be removed and disposed of by the Center's personnel at no additional charge. An additional clean-up fee may be assessed and deducted from the security deposit for use of special decorations that are difficult to remove. The fee will depend on the amount of time and materials needed to clean the area.

13.6 Use of glitter, confetti or any similar decoration in the Center is strictly prohibited. An additional equipment maintenance fee and excessive clean up fee of no less than \$50 will be assessed if glitter, confetti or any similar decoration is found in the Center as a result of the event sponsored by the User.

13.7 Nails, staples, tacks, duct tape, masking tape and tacky puddy may not be used to secure decorations. Only scotch tape may be used on walls. Any paint damage resulting from decorations attached to walls by the User will be deducted from the security deposit. Ceiling tiles may not be lifted to attach decorations to ceiling. Any damage resulting from the User raising the tiles will be deducted from the security deposit.

13.8 Helium-filled balloons must be secured before use of the Center's ceiling fans. If floating balloons are caught in a moving ceiling fan, the User will be charged for any damages to the fan or fan motor resulting from the balloon.

13.9 All candles must be placed in approved candleholders with flames contained per city fire codes. The user will be charged for any wax that damages tablecloths. Wax found on the floor or any other surfaces of the Center may result in an excessive clean-up charge based on the amount of time and materials required to clean the area.

SECTION 14. NON-CONFORMING EVENTS

- 14.1 Events not conforming to accepted community standards or any event that has been scheduled due to untrue or misleading information provided by the User shall be rejected or cancelled. Any such cancellation shall be at the sole discretion of the Center Director.
- 14.2 If at any time the User has misrepresented intended use of the Center, the Director has the right to cancel the event even if the event is in progress. The User will be financially responsible, in full, for the terms as set forth in the original contract.
- 14.3 In the event the User has misrepresented the intended use of the Center, and the Director exercises his right to cancel the contract, the User will be relieved of his or her financial obligation according to the signed contract only if the Director is able to fill the Center's vacancy for that particular date and time period.

SECTION 15. CONCESSIONS

- 15.1 The Center reserves the sole and exclusive right to regulate the sale of any beverage, food, souvenir or other merchandise on the Center premises.
- 15.2 Concession rights may be granted in the written agreement with the User.

SECTION 16. CATERING

- 16.1 The Director will allow outside caterers on the premises.
- 16.2 No User or Caterer shall use the kitchen unless the Director's approval is given.
- 16.3 If User or Caterer is granted permission to use the kitchen, the User or Caterer is responsible for all clean-up in the kitchen directly following the event. Additional clean-up fees will be assessed if the Center performs the clean-up resulting from the User or Caterer's use of the kitchen.

SECTION 17. ALCOHOLIC BEVERAGES

- 17.1 The Center is not a licensed premise. Therefore the User can bring their alcoholic beverages into the Center.
- 17.2 Events, which include the serving of alcoholic beverages, shall be conducted under the laws of the State of Texas and rules and regulations of the TABC. Users are required to contact the TABC regarding such rules and regulations.
- 17.3 At any event at which a license is required for the serving of alcoholic beverages, such license or a copy thereof shall be filed with the Director prior to the event.
- 17.4 All mixed beverages are to be made and served by a Texas-certified bartender.
- 17.5 At any event with attendance of 50 or greater in which alcoholic beverages will be served, the User will be required to hire a certified security guard at the User's expense. The director reserves the right to waive the security guard at his/her discretion.

SECTION 18. CANCELLATIONS

- 18.1 If any event is cancelled before 15 business days before the contracted date, the User will be refunded the security deposit in full. In the event the notice of cancellation is received less than 15 business days before the contracted date, the User's security deposit will be forfeited unless another event can be scheduled in the original contracted date and time, upon when the User's security deposit will be refunded in full.
- 18.2 If any event is rescheduled before 15 business days before the contracted date, the User will not forfeit the security deposit. If an event is rescheduled less than 15 business days before the original contracted date, the User's security deposit may be forfeited in whole or in part unless another event can be scheduled in the original contracted date and time.
- 18.3 If deposit was paid by credit card, a refund check will be issued if the event is cancelled. The Center cannot credit the card directly.
- 18.4 If the security deposit was waived by the Center, the User may be required to pay a cancellation fee if the event is cancelled or rescheduled within 15 business days of the contracted event date. The amount of the cancellation fee will be determined by the Center.
- 18.5 If any event results in a "no-show" by the User and User's guests, the User's security deposit will be forfeited and the User may be responsible for additional fees above the deposit amount to compensate Center for loss from cooked food and/or labor costs. If the security deposit was waived by the Center, the User will be responsible for payment of fees to compensate Center for food and/or labor costs resulting from the "no-show" by the User and User's guests.

SECTION 19. CLOSING TIME LIMITS

- 19.1 Sunday-Thursday 12:00AM Midnight
 Friday and Saturday 1:00AM

SECTION 20. PARKING

- 20.1 User's guests are required to use painted Center or restaurant parking spaces only. Parking on the grass, at the laundromat or on any other property not owned by Wings N' More is subject to possible towing and/or citations. The Party Room will not be held liable for any and all towing or fees resulting from citations for parking on the grass, at the laundromat, on Deacon Drive or on any other property not owned by Wings 'N More.

AGREEMENT

Rev. 03/06

Please initial:

_____ I will not use confetti, glitter, or similar decoration within The Party Room. I understand that I will automatically be charged an additional fee of no less than \$50 for equipment maintenance and excessive clean up.

Signatures below indicate agreement to terms as outlined above:

User

Organization/Company

Event Date_____

Event Time_____

Print Name of Contact

Address_____

Authorized Signature

Today's Date

Day Phone Eve Phone

EMAIL ADDRESS

FAX:

979-680-9442

MAIL:

1803 DEACON

COLLEGE STATION, TX 77845

How did you hear about The Party Room?

- Brochure in Restaurant
- Mail-out Brochure
- Radio Advertisement
- TV Commercial
- Newspaper Advertisement
- Web Page
- Word of Mouth
Who? _____

□ Other _____