

# **Houston Heights City Hall & Fire Station**

### **Heights Fire Station Contract**

## **Use of the Heights Fire Station includes:**

Access to 1<sup>st</sup> & 2<sup>nd</sup> Floor Kitchen & patio area on 1<sup>st</sup> Floor Use of Air Conditioning/Heating 60" Tables (15 maximum for 2<sup>nd</sup> floor only) 100 Black Chiavari Chairs (2<sup>nd</sup> floor only) 120 folding Chairs (1st floor only) 6' Rectangle Tables (20 available for both floors) 30" Cocktail Tables (18 available for both floors) 2 Portable Rolling Bars (one on each floor only)

(Table & Chair setup and teardown included for Heights Fire Station Inventory only)

#### **Before Event:**

In order to secure a specific date, a minimum deposit of 50% of the Room User Cost is required. This Room User retainer may be in cash, credit card or check when securing the Event Date.

Dates are booked on a first-come, first-served basis. Any Room User Balance and the Damage Deposit *must be paid in full* no later than 3 weeks prior to the Event Date.

All checks must have a current address and daytime phone number. Please place the Event Date on all checks and payments. Any checks returned for insufficient funds will be charged a \$35 service fee and may result in the cancellation of the event.

Before Event Acknowledgement: X

### **Available Time Options:**

All events will be given a maximum 5-hour window, with earliest start time of 10AM and latest end time of Midnight. Exceptions to the length of this window for educational or civic purposes will be considered by the Events Manager. Events may be preceded with 3 to 5 hours setup and a maximum 1 hour for tear down. The Heights Fire Station premises must be cleared by 1:00AM.

\*Please note that pricing of your special Event Date will vary based on the season and availability. We are flexible and will work with most special event requests.

Available Time Options Acknowledgement: X

#### **Event Details:**

**Kitchen Use**: A commercial kitchen is available to Licensed Caterers. It includes refrigeration, counter space for preparation, sinks, and space for bussing purposes. There are no food heating elements in the kitchen and cooking of any kind is prohibited at the Heights Fire Station. Any exceptions to the cooking prohibition must be cleared with the Events Manager no later than 2 weeks prior to the Event Date.

The use of beer kegs and drink dispensing machines is limited to the downstairs bar, the kitchen, or the outside premises. No ice chests are allowed on the second floor unless previously cleared with the Events Manager or Heights Fire Station Representative.

Licensed Food Trucks may be used with the completion of Food Truck Addendum. Food Trucks will not be provided with electricity, and they must remove all accumulated trash.

Kitchen Use Acknowledgement: X

**Security**: One Security officer is required for all wedding and social events at the Heights Fire Station from one hour prior to start time until the completion of tear down. Two Security officers are required for guests counts of 91 or greater. See Events Manager for exceptions on Private Security for certain events. The Events Manager will bill the Client directly, depending on the duration of the event. Payment for Security may be in cash, credit card or check and must be paid in full no later than 3 weeks prior to the Event Date. If an event runs longer than scheduled, additional security fees will be charged hourly and deducted from the Damage Deposit.

Parking: The flat surface lot accommodates 35 cars. The alley must always be clear and free for flow.

**Valet**: The use of Valet Services is optional for all events at the Heights Fire Station and must be arranged through the Events Manager, with the Client being billed directly for such services. Payment for Valet Services may be in cash, credit card or check and must be paid in full no later than 2 weeks prior to the Event Date.

**Linens**: Linen Rentals may be arranged through the Events Manager, your licensed Caterer or Event Planner and must be decided no later than 2 weeks prior to the Event Date. Please see the Events Manager for color selections, available sizes, and rates. Payment for Linens may be in cash, credit card or check and must be paid in full no later than 2 weeks prior to the Event Date.

Outside Rentals: Additional items (tableware, glassware, furniture, lighting, entertainment/talent, etc.) may be arranged through the Events Manager, your licensed Caterer, or Event Planner and must be decided no later than 2 weeks prior to the Event Date. If these items are handled directly by you, your licensed Caterer, Event Planner, a specific delivery time must be made and a late night pick may be required. Please see the Events Manager for available outside rental options.

Damage Deposit: A refundable Damage Deposit is required for all events at the Heights Fire Station. The Damage Deposit will vary based on the type of event. All high school functions (which will require a minimum of 3 adult sponsors) and all college functions require a \$1,000.00 Damage Deposit. Weddings and all other events require a \$500.00 Damage Deposit. Payment for the Damage Deposit may be in cash, credit card or check and must be paid in full no later than 2 weeks prior to the Event Date.

We reserve the right to deduct any outstanding fees from the Damage Deposit after the event. Damage Deposit returns will be made by mailed check within 3 weeks of the Event Date.

The Heights Fire Station will not accept personal checks within two weeks prior to the Event Date.

Event Detail Acknowledgement: X\_\_\_\_\_

### **Cancellation Policy:**

In order to cancel an event, The Heights Fire Station requires a written cancellation request from the Client. The Cancellation Policy includes a Cancellation Penalty which is a pro-rated, depending on the amount of time between the Cancellation Request Date and the Event Date. Cancellation Penalties are listed below:

Greater than 7 months' notice of cancellation before Event Date - 25% Deduction of total user fee Between 7- and 3-months' notice of cancellation before Event Date - 50% Deduction of total user fee Between 60- and 90-days' notice of cancellation before Event Date - 75% Deduction of total user fee Between 30- and 59-days' notice of cancellation before Event Date - 100% Deduction of total user fee

Any refund of the Room user fee will be mailed by check within 3 weeks of receipt of cancellation request.

The Heights Fire Station is not liable for the facility becoming unusable on any specific date due to acts of God (Force Majeure), i.e. storms, lightning, flooding, hurricanes, federal mandates, state mandates, local mandates, pandemics, epidemics, strikes or riots that would render your event from taking place. Under such a circumstance, the Houston Heights Association and The Heights Fire Station Management will work with you on a comparable alternate date. A transfer fee may apply.

Cancellation	Policy Ac	knowled	lgement:	X
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Client agrees to adhere to any federal, state or local mandates in place at the time of their scheduled event.

Policy Acknowl	edgement:	X
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## Day of Event:

Assuming there are no outstanding payments, the Client will gain access to the Heights Fire Station at the setup time identified in the contract. Access will not be granted until all required fees are paid in full.

Once access is granted, a Heights Fire Station Representative will provide information specific to light switches, thermostats, location of fire extinguishers, etc.

Heights Fire Station will gladly have all rooms set up to a specified floorplan, provided the Client has provided advanced notice, however, the Client is welcome to rearrange tables and chairs for their specific needs.

No vehicles or portable toilets are allowed on the Heights Fire Station property. Parking is permitted in the adjacent parking lot, with optional valet parking, or with legal street parking.

Gambling is prohibited at the Fire Station including so called "Casino nights". Also prohibited are any activities defined as illegal gambling in V.T.C.A.47.02

Crawfish boils and cooking on the premises are not permitted at The Heights Fire Station.

Any alteration to any of the Heights Fire Station's permanent fixtures will result in the loss of your Damage Deposit to cover the cost of repair.

All outside equipment (i.e., large speakers, rental equipment, special lighting fixtures, etc.) must be professionally installed and removed to insure no damage to the facility and its property.

The Client may decorate the Heights Fire Station to suit their theme; however, we request that nails, tacks, staples, masking tape, or any other potential damage-inflicting substance/object be avoided. A Heights Fire Station Representative will be available to provide any clarification.

The Heights Fire Station prevents the use of glitter, confetti, streamers or birdseed. Please remember that the Heights Fire Station is an historic landmark and use caution during set up.

Smoking is only permitted outside, however, Client is responsible for cleanup of all smoking litter and paraphernalia.

The Client will receive the name and number of the Heights Fire Station Representative who will be on duty in the event of an emergency or for any last-minute questions. Additionally, an Event Coordinator may be hired to assist the Client and can be recommended or arranged through the Events Manager.

Day of Event Acknowledgement: X

#### **After Your Event:**

All Caterers are to leave the kitchen as they found it. Caterers are required to stay until the end of the event to assist with the clean up and breakdown. In addition to cleaning the kitchen, tables and general event space, clean up includes trash removal and restroom maintenance.

The Heights Fire Station will provide further cleaning services, however, if the Client's guests exceptionally trash the facility, the Client will be assessed a cleaning fee to be deducted from the Damage Deposit at the discretion of the Rental Manager.

All personal belongings and equipment must be out by the end of the event unless other arrangements have been made. The Heights Fire Station is not responsible for any lost, stolen, or damaged belongings or equipment left at the facility.

Once the facility is cleaned, a Heights Fire Station Representative will inspect the facility thoroughly for damage. If any damage is found, appropriate costs will be deducted from the Client's Damage Deposit. If repair costs exceed the Damage Deposit, the Client is still responsible for the balance of all repair costs.

After Event Acknowledgement: X

### The Heights Fire Station Agreement

The undersigned ("Client") has read the preceding event information for rental of the Heights Fire Station and agrees to abide by said rules. Further the Client agrees as follows:

The Heights Fire Station is not responsible for damages or claims of any kind, whether to persons or property, arising from any incident during Client's occupancy of the Heights Fire Station. The Client agrees to indemnify and hold harmless the Heights Fire Station, its owner's, employees, and agents from all such damages and claims of every kind.

Client agrees to pay to the Heights Fire Station on demand the cost of repair or replacement for any damage to any property, real or personal of the Heights Fire Station, caused by any person attending the function for which the Heights Fire Station was used or by any person, other than representatives of the Heights Fire Station.

The Client is responsible for obtaining a City of Houston permit for sound amplification equipment or any other government-required permits. Any penalties levied by government agencies as a result of event activities is the responsibility of the Client.

The Client agrees that all contracted vendors will furnish a current Certificate of Liability Insurance naming Houston Heights Association as additional insured.

The Client will not, without the written consent of the Heights Fire Station, cause or permit any nails or other objects to be driven into any portion of the premises, nor any signs to be affixed either to the exterior or interior thereof, nor cause or permit any changes, alterations, repairs, painting, or staining of any part of the premises, equipment, or furnishings thereof, nor do or permit to be done anything which will damage or change the finish or the appearance of the Heights Fire Station, its equipment or furnishings.

The Client's User Fee covers the water, gas and electric power used in the heating, lighting and operation of the air conditioning system and general maintenance. The Heights Fire Station takes great effort and regularly maintains all utility services for your use, however, assumes no responsibility for failure of the plumbing, lighting, heating and air conditioning systems to operate properly, beyond our professional maintenance and Client hereby releases the Heights Fire Station from all damages or claims of every kind, which may result from such failure.

The Client shall not admit to the Heights Fire Station a larger number of persons than can safely and freely move about in the Heights Fire Station.

Client agrees that no unlawful use shall be made of the Heights Fire Station, and Client agrees to comply with the rules and regulations of the Heights Fire Station, all ordinances of the City of Houston, and any other governmental authority with respect to the use of the Heights Fire Station. **No alcoholic beverages of any kind shall be served to minors.** 

The Heights Fire Station retains the right through its representatives to enter upon and remain at the premises for any and all purposes. The Heights Fire Station shall have the right at all times to remove from its property any objectionable person or persons, and, in such event, Client hereby waives any and all claims against the Heights Fire Station as a result thereof.

This contract is a "license" and not a "lease" with all legal ramifications of that distinction. Client shall indemnify, defend, and hold harmless Heights Fire Station and Houston Heights Association, its members, officers, directors, employees and agents from any and all losses, costs, and claims of any kind whatsoever arising from or incidental to Client's use of the Heights Fire Station.

		HHA/HFS Agreement Acknowled		wledgement: X
I have read this contract in its en	tirety and understand	the contents.		
Event Date:	Event time	to	User Fee: \$	
Mailing Address: X				
Cell Phone: <mark>X</mark>	Home Phone: )	<	Work Phone: X	
Alternate Contact: X		Alt. Phone <mark>: X_</mark>		
Client Names:	En	nail Addresses: <sub>-</sub>		
Signature(s) :X			<u> </u>	Date Signed X
Make checks for user fee made	-	-	_	ent on subject line.

Attention to: Dewayne Ross, Events Manager, 107 W 12th Street, Houston, TX 77008-6907

Mail any and all future User Fee payments to: