



## Host and Vendor Agreement

**1. Event Rules and Regulations:** You are required to conduct the Event in an orderly manner and in full compliance with local, state and federal laws, codes, rules and regulations, and in strict accordance with the Hall's rules and policies. You expressly acknowledge that the Hall has the right to require any person or group of persons to leave the premises who fails, in the Hall's sole discretion, to observe the law or the Hall's rules and policies. Any person asked to leave who does not promptly comply shall be viewed as a trespasser and may be forcibly removed from the premises with the aid of the Sheriff's Department or other law enforcement agency. In the event guests are asked to leave the Hall, or are removed from the premises, during your Event for having failed to abide by the law or the rules and policies of the Hall, the Hall may, in its sole discretion, immediately terminate this Rental Agreement and close the Event, in which case no refunds of any type will be given.

### 2. Event Set Up and Decorating:

#### A. Decorations:

(1) The Hall staff is *not* responsible for setting up or removing decorations. **Self decorating of Stairs and Gazebo is not allowed.**

**Stairs and Gazebo can be decorated by Mimosa Hall staff for an additional fee.**

(2) The Hall reserves the right to deny your use of any materials that may pose a hazard to guests, visitors, property or wildlife. For a celebration or send-off, the Hall requires that materials such as real flower petals (for outside), silk flower petals (inside), bubbles, butterflies, birdseed or like items be used. **Glitter, confetti, potpourri, sparklers, rice, silly string and fireworks are strictly prohibited inside or out.**

(3) **NO nails, tacks or staples** can be used to hang decorations or anything that would leave marks or holes on any of the structures or furniture in The Hall. No decorations are to be attached to the walls.

(4) **Led Candles and luminaries may be only used. Under no circumstance shall any open, lit pillar or taper candles be used, except a unity candle may be used with approval.**

#### B. Set Up

(1) **Renter has access to rented area at their designated time.** Renter or the designated contact person will inspect the area and approve of the set up before event time and no later than two hours before event time, after which time Hall employees are not responsible for moving tables or chairs.

(2) No items may be stored in rented area before the designated entry/hour "decorating time". **No deliveries may be made before the setup time. Vendors, lighting companies, and/or rental companies may not have access to the event location before the setup period.**

(3) In the event a vendor or contractor needs additional time, renter may request in writing to Hall Management permission to rent the facility for additional hours. If permission is granted renter will receive written approval from Hall Management. Renter will be responsible for the additional accessed fees. The additional fee is due immediately upon approval.

Confirmed by: Vendor \_\_\_\_\_ (Please initial)

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## Host and Vendor Agreement

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**3. Inclement Weather:** While you acknowledge that you assume all weather related risks relative to scheduling and staging the Event, in the event of inclement weather on the day scheduled for the Event the Hall will make every commercially reasonable effort to accommodate you in a fair and orderly manner.

**4. Rehearsals:** Rehearsal time, if necessary for the Event, must be scheduled in advance with the Hall Administrative Office so it will not interfere with other events. **Unless other arrangements are made rehearsals will be conducted during regular Hall operating hours. Additional fee will be incurred if rehearsal is held after regular Hall operating hours.** (Hall Hours are 9:00 am-6:00 pm Monday – Friday and Saturday 9am-12pm.) Time allotted for rehearsals is one hour. Please be prompt another rehearsal or event may be scheduled immediately following your scheduled rehearsal. **Rehearsals start and end on the hour Additional charges will incur if rehearsal exceeds one hour allotment.**

**5. Caterers, Florists, Food and Drink Preparers and Servers, Photographers and all other Independent Contractors:** All caterers and those who prepare and/or serve food and beverages, together with florists, photographers, musicians and other independent contractors, are required to comply with the rules and policies of the Hall and the terms of this Rental Agreement. Vendors are not permitted to work on the property without a signed copy of "Vendor Terms and Responsibilities" at Hall Administrative Office.

**A.** As a **vendors/independent contractors** it is your responsibility to be aware of the rules relative to parking, namely that they must park your motor vehicles in the parking areas immediately after unloading and before setting up.

**B.** It is the responsibility of all vendors to transport their items to the rented facility/location. Carts are available on a first come basis and may be found in the kitchen. In the event the carts are used they must be promptly returned to the kitchen. Equipment and/or supplies may be unloaded or reloaded at closer entry with written permission of Hall Staff, which it may do at Hall's sole discretion.

**C.** **In no event may motor vehicles used for this purpose be parked or otherwise left unattended at such designated unloading or reloading location(s).** All motor vehicles must be placed in a designated parking area and may in no way block walking pedestrians or other vehicular traffic. If permission is granted loading and unloading may occur in front of Hall. No vehicle may be left in this area unattended and once unloading occurs must be promptly parked in designated parking area.

Confirmed by: Vendor \_\_\_\_\_ (Please initial)

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## Host and Vendor Agreement

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**D.** The Mimosa Hall kitchen area is to be used for preparing, storing, staging of any food, drink items or decoration preparation. Mimosa Hall kitchen is a scrape and take with no dishwashing or cooking allowed. All who use the kitchen are responsible to have it left clean and sanitized and ready for the next event. If the kitchen is left in an unacceptable manner additional fees and possible loss of deposits will be incurred.

**E.** Immediately upon unloading and before set up occurs, all motor vehicles must be moved to the parking lot.

**F.** The Hall grounds do not have any through streets. Driving motor vehicles on the grounds or the walkways is **strictly prohibited**. **In the event that any vendor or guest drives a motorized vehicle on cart pathways renter will forfeit entire security deposit.**

**G.** Proof of liability insurance in such amounts as may be deemed acceptable to the Hall, in its sole discretion, will be required prior to entry into the Hall. All caterers must name Mimosa Hall as an additional insured on their general liability insurance policies and provide the Hall proof of same thirty (30) days prior to the date scheduled for the Event. No vendor or contractor will be permitted to enter the Hall's grounds without proof of insurance satisfactory to the Hall staff. **The foregoing notwithstanding, all caterers providing services at the Event are required to maintain at all times relevant to the Event a general liability insurance coverage with a limit of not less than One Million Dollars (\$1,000,000) and liquor liability insurance policy if such caterer will be serving alcoholic beverages at the Event.**

**H. Entertainment/Music/Sound System:** All sound support contractors must comply with the instructions of the Hall staff with regard to amplification volume levels. The Hall shall provide use of a sound system for activities in the Grand Hall (e.g. for ceremonies or services conducted *in that facility*). The Hall staff will instruct renter on the use of the Hall sound system, if needed, prior to the Event. Renter will be responsible for any damages caused to system while operating the system. If a band or DJ is contracted, they are to provide sound system equipment. **85 decimal limit.**

**I. For Vendors Serving Alcoholic Beverages:**

**(1)** You warrant and represent that **any and all alcohol beverages** served, stored or transported at the Event, or in the Hall in connection with the Event, shall be served, stored and/or transported in strict compliance with the rules and regulations of the Texas Alcohol Beverage Commission (TABC).

Confirmed by: Vendor \_\_\_\_\_ (Please initial)

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## Host and Vendor Agreement

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**(2) You further warrant and represent that, if liquor is served at the Event, the same shall be served only by a bartender duly licensed and qualified by the TABC and covered by a liquor liability insurance policy with a minimum of one million dollars,** written proof of which shall be furnished to the Hall thirty (30) days prior to the Event.

**(3) No guest is allowed to self serve alcohol (including kegs and margarita machines. Loss of your security deposit may occur.**

**(4)** You assume full responsibility for the consumption of alcoholic beverages by your guests at the Event.

**(5) Drinking of ANY alcoholic beverage is STRICTLY PROHIBITED in the absence of the aforementioned bartender. This includes time allowed for set up and take down and/or time spent by the bridal party within the Mimosa Hall grounds before the start of the event. Loss of your security deposit will occur.**

**(6)** Immediately at the conclusion of the event all liquor must be removed from the premises and any consumption of alcoholic beverages is not allowed.

**(7)** Bartender and bartending staff is responsible for the removal and clean up of all alcoholic beverages, cans, bottles, etc and disposal of same in the available trash cans. Ice and water ONLY may be discarded on the cement. No other liquids may be dumped on the Hall premises. No liquids are to be disposed in the trash cans. A bucket will be provided for liquids to be placed during break down. All food items (lemons, limes, etc) must be disposed of in the trash cans provided by Hall. **You acknowledge and agree that if any ice from the Event is dumped in flower beds in the Hall the same will subject you to additional fees, which will be deducted from your down payment.** Please remind your Wedding Consultant, Coordinator, or Event Manager, as the case may be, to review the applicable rules and regulations with the contractors in advance of the Event.

**(8)** Consumption of alcoholic beverages is strictly prohibited in all parking areas and around motorized vehicles.

**J. It is strictly prohibited for any guest, renter, vendor, or subcontractor to drive a Mimosa motorized cart. Any person or evidence of anyone driving the cart will result in forfeiture of security deposit. Any vendor or subcontractor will lose all privileges to work in the Garden for future events. This rule is strictly enforced and there are NO EXCEPTIONS.**

Confirmed by: Vendor \_\_\_\_\_ (Please initial)

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## Host and Vendor Agreement

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**6. Parking:** Parking on the roadside is **strictly prohibited**. Motor vehicles may be parked only in designated parking areas. With the Hall's approval, "special needs" guests may be dropped off and/or picked up at a location designated by the Hall. However, in no event may vehicles used for this purpose be parked or otherwise left unattended at such designated drop off/pick up location(s). **All motor vehicles must be placed in a designated parking area.** Driving motor vehicles on the grounds or the walkways is **strictly prohibited**. **In the event that any vendor or guest drives a motorized vehicle on cart pathways renter will forfeit entire security deposit.**

**7. Dressing Room:** **The Dressing Room is for use of the Bridal Party only and is not to be used as a restroom facility for other guests or vendors.** Use of the Dressing Room begins at your set up time must be discontinued upon the expiration of the Event Time Period. During the event the dressing room may be used for storing of personal effects and wardrobe changes by the Bridal Party. **It is not to be used as a resting, congregating, or eating area by any guests. The aforementioned rules for the consumption of alcohol are in effect during the time the bridal party is in the dressing room.** Additional dressing room hours may be requested and upon the discretion of the Hall may be granted. If additional hours are granted by Hall Management, a fee of \$200/hour will be paid by the renter. **The cleanup of ALL trash, food and beverages is the sole responsibility of the renter. Hall staff is NOT responsible for the cleanup of any trash, flowers, food or beverage in the dressing room(s). All trash should be removed at the end of the rental period. If dressing room is left in disorderly fashion a fee will be deducted from the security deposit fee. Dressing room mirror, tables and sofa are not to be moved and chairs are to be returned to original position.**

**8. Restrictions:** *Warning to Host and Vendors: Mimosa is a nature park and therefore, may have conditions on its premises that are dangerous including but not limited to, bodies of water, poisonous plants, cactus, insects, snakes, reptiles, rodents, sink holes and unlevel, slippery or rocky grounds or features. Host agrees it is aware of dangerous conditions present in nature and agrees to accept all responsibility for any damage to property or injury to persons including Host's guests consistent with provision 10.*

**A. Children must be supervised at all times.** **In the event that unsupervised children are found in the Hall renter will be immediately notified.** If the supervising adult does not comply, the Hall will ask both the responsible adult and children to immediately vacate the Property.

**B. All ponds, fountains and water features are for visual enjoyment only and are strictly off limits for the purpose of swimming, wading, horseplay or similar behavior. Picking flowers, climbing on walls, features, furniture and equipment is strictly prohibited.**

**C. All guests must stay on pathways in Garden.** Certain areas of The Hall are restricted and are designated by "Private" signage; those areas are off-limits.

Confirmed by: Vendor \_\_\_\_\_ (Please initial)

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## Host and Vendor Agreement continued

**9. Smoking:** Smoking is strictly prohibited in the Hall. There is a designated smoking area. The smoking area is outside on the back patio located on the Property. **Smoking is permitted only in the immediate proximity of ashtrays located in these two areas.** Smoking is permitted and allowed only if conducted in a safe and conscientious manner, with due consideration given to county "burn bans" and the avoidance of littering. **Cigarette butts** must be disposed of in ashtrays and not thrown in any garden, pathways or any areas of the Hall. **If guests or staff of vendors smoke in any area other than the two designated smoking areas or if cigarette butts are found in the garden, renter will be charged a \$50.00 fee per occurrence.**

### **10. Take Down/Clean Up:**

**No substances of any kind (beverages, cigarettes, food, paper products, ice, etc.) are to be poured, thrown or otherwise discarded in any parking area, garden area, road, or water feature! All other beverages and food must be removed from the property by the caterer, bartender or renter. If any substance are found discarded in the above mentioned areas, the renter will be charged a \$50.00 fee per occurrence.**

**A.** The Hall Staff will empty trash cans during events and provide new liners for cans. Trash should not be discarded in cans without liners. **No liquids in trash cans!**

**B.** Take down and removal of all decorations from the Hall property must be completed by the end of the scheduled Event Time Period.

**C.** You are required to remove all decorations, boxes, outside vendor props, catering items, glassware, paper products, beverage containers etc. used at the Event. Any items left will be considered trash and discarded. This includes, but is not limited to, items rented from outside rental companies.

**D.** All lighting, decorations, sound equipment, tables, chairs, etc must be removed at the conclusion of the Event Rental Period. If excess decorations, props, etc are left behind an additional fee will be deducted from the Damage Security Deposit. In the event that it is necessary to leave items **advanced, written request** must be made by renter. If request is granted by Hall Management, renter will receive written notification and additional fees are payable immediately.

**E.** Hall staff and employees are NOT considered bus boys and do not remove food or beverage items. This is the sole responsibility of renter's catering and beverage service staff. In the event renter self caters renter is solely responsible for the service and removal of all food items, plates, glasses, utensils and serving dishes.

**E.** Hall staff is responsible for vacuuming, sweeping, linen removal (if Mimosa Hall linens), putting away of tables, and chairs. No dishwashing allowed, scrape and take server ware.

**F.** In the event the carpet must be cleaned due to excessive spillage by guests or vendors, a carpet cleaning fee will be deducted from security deposit.

Confirmed by: Vendor \_\_\_\_\_ (Please initial)

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## Host and Vendor Agreement continued

**11. Hall Staff Responsibilities: A Hall Staff Member will be assigned to your event and his/her responsibilities include:**

- A. Turning on and off fountains at prearranged times.
- B. Turning on and off Hall lighting.
- C. Maintaining the facility in a safe, orderly and clean manner.
- D. Enforcing Hall rules and when necessary the Hall Staff member will seek assistance from renter and security officer.
- E. Directing guests and vendors to event facility.
- F. It is NOT the responsibility of Hall Staff to transport guests to and from event location or restrooms or to aid vendors or renter in delivering supplies to event facility. Upon **written request** and agreement by Hall Management a **limited** number of guests may be delivered by motorized cart to areas difficult to access. However, motorized carts may be driven ONLY by a Hall Staff member and are not available to ferry guests to and from event areas, restrooms, etc. Handicapped guests are welcome to bring motorized wheelchairs. **NO OTHER MOTORIZED CARTS MAY BE USED WITHIN HALL.**

**12. Indemnification:** You agree that you shall indemnify, defend and hold the Hall and its employees, officers, trustees and Directors harmless from and against any and all damages, losses, claims, suits, demands, actions, fines, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with the Event, including, but not limited to, damage to property or injury to persons (including death) which arise out of your use of the Facility and/or any acts of omission or commission by you, your agents, contractors, employees, invitees, guests, servants or subcontractors and/or the breach of any warranty made hereunder. You shall provide the Hall immediate notice of any injury or damage to persons or property within the Hall's facilities.

**13. Any special requests or exceptions to Addendum A must be submitted to Hall Management in writing at least two weeks prior to event. If request is granted renter will receive written notification. This document supersedes any verbal discussions.**

Confirmed by: Vendor \_\_\_\_\_ (Please initial)

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**Host and Vendor Agreement**  
continued

You, the undersigned, Event Host, a vendor, or sub-contractor working on behalf of the Event Host, hereby acknowledge that you have fully read and understand the provisions of this Rules Agreement for use of certain facilities and appointments at Mimosa Hall, located at 10405 Shannon Valley Drive, Crowley, TX 76036 and that you are the responsible party hereunder.

**This form must be returned 30 days prior to Event by mail to Mimosa Hall; Attn Event Coordinator; 10405 Shannon Valley Drive, Crowley, TX 76036.**

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name of Business: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_  
Evening Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_ @ \_\_\_\_\_  
Name of Event/Host: \_\_\_\_\_  
Date of Event: \_\_\_\_\_

*For Mimosa Hall Office Use Only:*

*Date Agreement Rec'd:* \_\_\_\_\_

*Accepted by Hall Administrative Staff:* \_\_\_\_\_

**Confirmed by: Vendor \_\_\_\_\_ (Please initial)**