



THE COTTON MILL

610 Elm Street, Suite 120, McKinney, TX 75069
Phone: (972) 838-7558 Fax: (972) 984-1341

CORPORATE EVENT HALL CONTRACT **For** **(Fundraisers, School Dances, Company Functions, etc.)**

PLEASE READ THIS ENTIRE CONTRACT BEFORE SIGNING. YOU WILL BE INITIALING EACH PAGE TO ACKNOWLEDGE THAT YOU HAVE READ AND COMPLETELY UNDERSTAND THIS CONTRACT.

THIS AGREEMENT is made and entered into by and between **The Cotton Mill, Partners, Ltd.** (hereinafter "**The Mill**") as defined in this Agreement, and the Company, Corporation, School or persons responsible for the Corporate Event, (hereinafter referred to collectively as "**The Host**").

PREFACE

- A. The Mill is a privately held company located at 610 Elm Street in McKinney, TX 75069.
- B. The Mill, the Company, and its directors, officers, employees, agents, licensees, independent contractors, vendors, successors and/or assigns, are hereinafter, sometimes individually and collectively referred to as "**The Mill.**"
- C. At times, it may be essential and necessary for The Mill to arrange for the services of independent contractors to manage, provide services and/or operate The Mill and assist The Mill in its goal of functioning as an event venue.

AGREEMENT

NOW THEREFORE, in consideration of the aforementioned Preface and the promises and covenants contained therein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, The Host and The Mill agree as follows:

1. **Term.** The term of this agreement shall be limited to the date of the Corporate Event, as well as, those times necessary to prepare for that event. . The preparation/decorating times shall be requested by The Host and agreed to by The Mill before The Host schedules vendor visits to the facility.
2. **Assumption of Risk.** Using The Mill for Corporate Events carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (i) minor injuries, (ii) major injuries, and (iii) catastrophic injuries. The Host acknowledges that every precaution will be taken by The Mill in ensuring its safety. However, in the absence of willful misconduct or gross negligence, The Mill will not be responsible for any injuries to any parties in attendance at The Corporate Event.

3. **Waiver of Liability.** The Host agrees to release, waive, discharge and covenant not to sue The Mill or any service provider of The Mill, from any and all liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of The Mill, that may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained by The Host or The Host's guests while attending the Corporate Event at The Mill. The Host agrees to further release, waive, discharge and covenant not to sue The Mill from any liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of The Mill, which may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained as a result of any vendors or service providers to the Corporate Event.
4. **Hold Harmless and Indemnification.** The Host agrees to defend, indemnify and hold harmless The Mill from and against every loss, claim, expense (including attorney's fees and costs), liability or payment by reason of any damages or injury to person (including death) or property (including loss of use or theft thereof) directly or indirectly arising out of, or in connection with this Agreement, in proportion to and to the extent that such injury, death or damage is caused by the actual or claimed tortious conduct (active or passive) of The Host or The Host's guests.
5. **Medical Authorization.**
 - 5.1 The Mill Medical Policy. It is the policy of The Mill that in the event of injury, 911 will be called immediately and without hesitation.
 - 5.2 Costs. The Host agrees that The Mill will not accept responsibility for any costs related to the call. The Mill will not be responsible for the cost of any medical care or emergency treatments. The Host agrees that any bills will be forwarded to The Host.
6. **Description of Exclusive Services provided by The Mill.**
 - 6.1 The Mill agrees to make available the following:
 - 8500+ sf Event Hall beautifully decorated with chandeliers, wall sconces and hardwood flooring.
 - The Hall opens to a gorgeous *Hidden Garden*.
 - Setup time beginning @ 9:00a on the day of the Event
 - 7-Hour function time (Cleanup time **is** part of the 7-Hour function time) If you exceed your 7-Hour time frame, you will be charged \$100/hour (one hour minimum). The 7-Hour time frame begins when your guests arrive (ex. Event start time 6:00p, guests arrive 5:30p making the 7-Hour time frame 5:30p-12:30a).
 - Up to Three (3) Security Guards
 - Up to 350 guests per Event (including children). For additional guests, please call for rates.
 - Stage for band
 - Tables, Chairs and Linens
 - 6.2 **Please note that additional charges may apply in some instances and that each quote is individually based. The Mill maintains exclusive rights to provide these services and The Mill does not allow outside vendors without their prior written consent. The Mill reserves the right to refuse outside vendors (including security companies and Table, Chair and Linen providers.)*
7. **Description of Services NOT Provided by The Mill.**
 - 7.1 Chair Covers
 - 7.2 DJ and/or Band

- 7.3 Catering Services (There is a list of Approved Caterers that you must choose from. In the event that you choose to bring in your own caterer, there will be an additional charge of \$500).
- 7.4 Photography Services
- 7.5 Janitorial Services *The Host will be responsible for picking up all decorations, cans, cigarette butts, trash and food left on or around the facility, surrounding parking lot, and grass areas adjacent to the building. If these areas are not cleaned up the night of the event, your deposit may be forfeited.*

8. Payments.

- 8.1 Quote. An individual quote will be prepared outlining the services to be provided during your event. This quote will include the base services, plus any additional services.
- 8.2 Deposit. A 50% deposit of the total quote is required at the signing of this agreement. This deposit will include a \$500 fully refundable security deposit. The security deposit will be returned in the event all conditions are met (including, but not limited to a post inspection of The Cotton Mill Premises subsequent to the event being held, as well as other conditions outlined in this agreement).
- 8.3 Event Cancellation. If your event is cancelled due to no fault of The Mill, the entire deposit will be retained by The Mill. The only exception to this is if The Mill is able to book another event at the same or more than The Host's original event, and conduct that event. If such is the case, The Host will be entitled to a refund minus any administrative fee.
- 8.4 Security Deposit. Upon completion of your event, there will be an inspection of the entire Cotton Mill Premises. Upon completion of a satisfactory inspection, your refund will be processed. During the post inspection following your event, no damage to the property and the entire facility (including parking lots, garden area and Hall) should be noted. Additionally, the facility must be left clean with all trash removed the night of the event.
- 8.5 Payment Due Date. The Host agrees that full payment for the Corporate event will be received no later than 60 days prior to the date of the event.
- 8.6 Payments to Third Parties. The Host hereby acknowledges that The Host's signature on this Agreement obligates The Host to pay for any third-party services requested by The Host. The Mill will NOT be responsible for paying any third parties in connection with this event.
- 8.7 Payment Obligation. The Host hereby acknowledges that The Host's signature on this Agreement obligates The Host to pay the full quote established for the purposes of the Corporate Event.
- 8.8 NO Pro-Rating of Services. The full amount of the quote is due regardless of whether or not all services are used. A reduction in the number of anticipated guests does not obligate The Mill to in any way reduce the original quote.
- 8.9 NO PARTIAL REFUNDS. If your Event is shut down early for any reason deemed appropriate by The Cotton Mill Staff and/or Security Guards on premises, The Host will not be reimbursed any monies from The Cotton Mill and the \$500 security deposit is forfeited and will be retained by The Mill. Additionally, if the McKinney Police Department or any other governmental agency has to come to The Mill for any reason during your event, you shall forfeit your deposit.
- 8.10 Method of Payment. The Mill reserves the right to dictate method of payment and reserves the right to refuse a particular type of payment and demand certified funds. Should a check be returned to The Mill for any reason, The Mill may require that all future payments made in certified funds (i.e. the form of cashier's check, certified check, or

money order). A service charge of \$50.00 per returned check will be assessed to cover bank fees and processing charges.

- 8.11 Payment Processing. All Rental Fee payments and deposits will be processed and deposited into The Cotton Mill Partners, Ltd. account prior to your scheduled event. If a cancellation is made within thirty days of your Event, all fees are forfeited and will be kept by The Mill. **The final payment for your Event must be made at least 60 days prior to the scheduled event** (i.e., if your event is on October 12th – final payment must be made no later than August 12th). All payments can be made by check, cash, or money order.
- 8.12 Collection. The Mill reserves the right to use the services of a collection agency, or similar institution, in an effort to collect any unpaid amounts that are due under this agreement.
9. **Lost Items**. The Host understands that The Mill will not be held liable for any items lost, misplaced, stolen or damaged. The Host is responsible to confirm that there are no items left that do not belong to The Mill. Any items left will be donated to charity or discarded.
10. **Termination**. This agreement is binding and may not be terminated by The Host. However, The Mill reserves the right to terminate this agreement for non-payment. Upon termination of the agreement for non-payment, The Host forfeits all rights to any previous payments, as well as the reserved date of the event.
11. **Use of Performances and Copyright Policy**. The Mill may from time-to-time take pictures and or moving images during the set-up, take down, or the actual event. These images will remain the property of The Mill. All ownership (including copyright) as well as all other rights, title and interest in and to these recordings shall belong exclusively to The Mill and the producing company and may be used for advertising The Mill.
12. **Rules and Regulations**. The Mill has established rules and regulations to protect the safety of The Host, guests, and facility. **Default/Breach**. Unless otherwise specifically stated, the following instances constitute a breach in this agreement and hence, a forfeiting of the security deposit. Additionally, those who are violating the rules, whether it is guests or The Host can and will be removed from the Corporate Event.
- 12.1 Absolutely **NO BOTTLES** or Glass containers allowed. Wine bottles are allowed. Only canned drinks and plastic bottles will be allowed inside the facility without the permission of The Cotton Mill Management. **This does NOT include serving glassware provided by caterers.**
- 12.2 Absolutely **NO SMOKING** inside the Hall. Any violators will be removed from the premises immediately and not be allowed to return. Smoking is allowed outside in the garden area and 4 exterior receptacles are available for the disposal of tobacco products.
- 12.3 The Cotton Mill Staff and Security reserve the right to remove any guests that are exhibiting inappropriate behavior (i.e., destruction of property, fighting, drunkenness, smoking in the building, unauthorized entry into the facility, etc.). The guest will be asked to leave immediately by the Security Guards and not allowed to re-enter.
- 12.4 There are strict fire codes regarding the maximum occupancy of the Event Hall. The maximum is set at 500 but the standard package only allows up to 350. Please inquire about additional rates for extending your event time and/or adding more guests. The Cotton Mill Staff will be responsible for maintaining an accurate count of the guests entering the facility using an electronic people-counter. All guests including children are counted. Once the maximum of 350 guests is reached, no one else will be allowed to enter the facility until the guest number inside decreases. If one person leaves, one person will be allowed to enter. If your guests leave the facility – they will not be allowed to re-enter if the maximum occupancy inside is at 350.

- 12.5 The Cotton Mill is a historic site. All decorations must comply with all rules and regulations regarding the care and preservation of such sites. The Host or The Host's decorator may use staples, tacks, and/or small tack nails in the decorating process but they will need to be removed during the cleanup. If there are any questions regarding the type of decorations allowed, please contact the Management office at the number at the top of this contract.
- 12.6 The Host agrees that only beer and/or wine may be allowed during the Corporate Event – there will be no liquor allowed on The Cotton Mill premises without prior written authorization from The Cotton Mill Partners, Ltd. Management.
- 12.7 The Host acknowledges that he/she is solely responsible for the actions of The Host's guests while they are on The Cotton Mill premises and The Host shall maintain an appropriate level of decorum throughout the time those guests are present at The Cotton Mill.
- 12.8 The Host will not allow any guest to engage in any illegal activity or behavior that may disturb The Cotton Mill neighbors. All actions taken at The Cotton Mill will be performed in a lawful, prudent, and safe manner and will not interfere with The Cotton Mill operations. The Host will be responsible for maintaining compliance of all McKinney Health Department and TABC regulations.
- 12.9 There should be NO firearms on the Premises at any time.
13. **Damages.** The Mill reserves the right to file a claim and/or suit against The Host for any damages sustained as a result of The Corporate Event held by The Host. This includes, and is not limited to those damages caused by The Host and/or guests and/or any Third Parties involved, including any entity providing service to The Host or directly or indirectly resulting from The Corporate Event conducted by The Host. This includes, but is not limited to, any and all third parties on the Premises as a result of this Corporate Event, such as: vendors, bands, DJ's, emergency medical staff, police department, fire department, and/or any other entity providing service, whether requested or not, to the Corporate Event. Damages includes physical damage to any part of The Premises, personal injury to any person attending the Corporate Event, any unpaid balances to third-party vendors, and any other physical, financial, or personal damage sustained as a result of this function.
14. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, regardless of the place of its execution or performance. Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section 11, which shall be the sole and exclusive procedures for the resolution of any such disputes.
- 14.1 Negotiation Between Parties. The Mill and The Host, or claimant (collectively, the "**Parties**"), shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between The Host and The Mill executives who have authority to settle the controversy and who are at a level of management that has authority in both negotiation of the controversy and in administration of the agreement. Any person may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the person who will represent that party and of any other person who will accompany the person. Within 30 days after delivery of the initial notice, the Parties shall meet at a mutually agreed upon time and place, and thereafter as often as

they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. However, requests for private information of other parties will not be made available.

14.2 All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

14.3 Mediation. If the dispute has not been resolved by negotiation as provided herein within 45 days after delivery of the initial notice of negotiation, or if the Parties failed to meet within 30 days after delivery, the Parties shall endeavor to settle the dispute by mediation under the procedures of the American Arbitration Association, then currently in effect, provided, however, that if one party fails to participate in the negotiation as provided herein, the other party can initiate mediation prior to the expiration of 45 days. Unless otherwise agreed, the Parties will select a mediator located within Collin County.

14.4 Arbitration. Any dispute arising out of or relating to this Agreement, including the breach, termination of validity thereof, which has not been resolved by mediation as provided herein, shall be finally resolved by arbitration in accordance with the Rules for Non-Administered Arbitration then currently in effect, by a sole arbitrator; provided, however, that if one party fails to participate in either the negotiation or mediation as agreed therein, the other party can commence arbitration prior to the expiration of the time periods set forth above. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1 et. seq. and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. 2The Place of arbitration shall be in Collin County.

15. Notices. Each party giving or making any notice, request, demand or other communication (each, a "**Notice**") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or facsimile.

16. Waivers. The Parties may waive this Agreement, particular Sections of this Agreement or any policy of The Mill only by writing executed by The Parties. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the Parties, operates as a waiver or estoppels of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party or person.

17. Amendments. The Parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement.

18. Merger. This Agreement constitutes the final agreement between the parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. The provisions of this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There is no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

19. **Force Majeure.** The Parties shall not be liable for failure to perform under the terms and conditions of this Agreement if such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic or any cause beyond the control of the Parties, excluding economic hardship, changes in market conditions, and insufficiency of funds.
20. **Acknowledgement and Understanding.** The Host hereby acknowledges that he/she has completely read and fully understands the terms of this Agreement, and understands that The Host is giving **up substantial rights**, including the right to sue. The Host signs this Agreement freely and voluntarily and with sound mind.
21. **Severability.** If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
22. **Captions.** The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

Signed this ____ day of _____, 2010.

The Host

Date

The Mill

Date

APPROVED CATERERS

At Your Service Catering & Event Planning
John Johnston @ 972-272-7770
john@ayscatering.com or www.ayscatering.com

CN Catering
David Kilpatrick @ 214-821-2514
david@cncatering.com or www.cncatering.com

Chef Pete Catering (& Ice Carving)
Melinda Nolasco @ 214-392-2233
chefpete@chefpete.com or www.chefpete.com

Guess Who's Coming to dinner
Pete Garafola @ 214-340-0061
pete@guesswhoscomingtodinnercaterers.com or
www.guesswhoscomingtodinnercaterers.com

McKinney Catering Company
Jennifer Rector @ 214-534-9211
sales@mckinneycateringcompany.com or www.mckinneycateringcompany.com

On The Border
Adrian Haney @ 214-926-5430
Adrian.haney@ontheborder.com or www.ontheborder.com

Royal Catering
Alan Sweitzer @ 972-437-1466
royalcatering@sbcglobal.net or www.royalcateringdfw.com

Texas De Brazil
Rosie Thompson @ 972-385-1000
rosiethompson@texasdebrazil.com or www.texasdebrazil.com

CORPORATE EVENT HALL ACKNOWLEDGEMENT

I, as a representative of my organization, understand and agree to The Cotton Mill Event Hall Guidelines and Rules and Regulations set forth in this Contract. I further agree that I, as a representative of my organization, will be held responsible for any damages sustained by The Cotton Mill, its partners and assigned, directly or indirectly resulting from this event. I understand that any violation of this Agreement may result in the security deposit being forfeited. I understand that The Cotton Mill Partners Ltd. reserves the right to make changes or amendments to this Contract at any time without my consent. I understand that if any damages exceed the \$500 damage/cleaning deposit that I and/or my organization will be responsible for those charges. Additionally, I understand that all of the security deposit may be forfeited in the event that I do not return the vestibule key to The Cotton Mill Partners, Ltd. Management Office.

Signature: _____

Printed Name: _____

Phone: _____ Cell: _____

Organization: _____

Address: _____

E-Mail: _____

Date of Event: _____ Time: From _____ am pm Until _____ am pm

Time needed for cleanup: _____ Event Hall returned on (date) _____

Description of Event: Corporate Event

Amount of Deposit Paid: \$_____

Amount of Fee Paid: \$_____

Date Received: _____

Date Received: _____

Received by: _____

Received by: _____