



Nature's Treasures

4103 North IH-35 Austin, TX 78722 | 512.472.5015 "WE ROCK"
(Northbound Frontage Road between 38 1/2 St & Airport Blvd)

Cell: 512.512. 716.5046 Fax: 512.462.3443

folade@ntrocks.com

<http://ntrocks.com/community-event-center-rentals>

Rental Space Application

Documents listed below in red with an * must be filled out, signed and returned. There is also an * at the top of each page that needs to be immediately returned to confirm your event on the calendar. Following receipt of required documents and deposit, your event will be confirmed and added to our calendar.

Rental Packet Includes:

Welcome Cover Letter

Rental Space Overview

*Rental Space Application

*Agreement/Liability Waiver

Rental Invoice & Payments Form (We fill this out and hold a copy in your file. Keep a copy for your records if desired.)

*Facilities Pre-Event Request Checklist & Post-Event Responsibilities Checklist

Deposit Refund/Reschedule Fee Receipt

You may scan the documents and fax them to 512.462.3443, c/o Folade Speaks, or email them to folade@ntrocks.com. You may also drop them off to the store, c/o Folade Speaks or Laura Tree.

Thank you~

Folade Speaks

Director, Community Events Center

www.NTROCKS.com

NATURE'S TREASURES COMMUNITY EVENT CENTER

Ask about a possible Co-Sponsored experience!

WELCOME, and thank you for selecting Nature's Treasures as the location for your upcoming event. Nature's Treasures is known throughout the United States as the destination point for metaphysical and geological enthusiasts. Our vision is to be an internationally recognized center for healing, well-being, and wide-eyed wonder, all centered around the beauty and power of the gifts Mother Earth has created.

Our 14,000 square foot campus includes a 7,000 square foot showroom filled with nature's treasures, from crystals, minerals, fossils and jewelry to home, office & outdoor décor. We also carry books, CDs, divination tools, Native American items, candles, incense, souvenirs, lapidary equipment & supplies, rough rock and a large variety of other assorted gifts.

Our Community Event Center is comprised of two spaces:

Auditorium (56' X 40') that seats 150. It comes equipped with padded folding chairs, tables, podium, wireless headset microphone/hand-held microphone, projector & screen, adjacent product display area & a serving buffet or additional product display.

Studio Space (58' X 21'+ side area) that seats approximately 40-50. The Studio is next door to the Auditorium, but is not connected internally, and it includes a single unisex bathroom.

Our staff is here to help you build a quality, customized event, 7 days a week.

NATURE'S TREASURES COMMUNITY EVENT CENTER
***RENTAL SPACE APPLICATION**

Date of Application: _____

Contact Name: _____

Name of Event: _____

Event Description: _____

Date(s) Interested: _____

Times Interested: _____

Phone:(mobile) _____ (other) _____

Email: _____

Website: _____

Estimated Number of Attendees: _____

Space interested in renting: Auditorium__ Studio__

NATURE'S TREASURES COMMUNITY EVENT CENTER

RENTAL AGREEMENT

| | | |
|---|-------------------------------|--------------------------|
| Company or Client Name: | Contact First Name: | Contact Last Name: |
| Address: | Phone: Mobile: Fax: | Email: Web Site: |
| Event Name: | Event Type and/or Description | Estimated Number of Atte |
| Number of Days and/or Hours (including set up and tear down): | Date(s): | Time(s): |
| NOTES: | | |

This facility rental agreement is made and entered into on this day of signature between Nature's Treasures of Texas LLC and _____.

This Agreement, set forth the terms and conditions of an agreement for facility rental between Renter and Nature's Treasures of Texas LLC which is effective for the term commencing on the date signed and will expire once both parties have fulfilled the contract. Nature's Treasures agrees to share the promotion of the above event as a "Co-Created Rental" and will have a Nature's Treasures product sales table in the above event.

Payment. All signed documents and 50 percent of rental fees are due at the time of booking. Remaining payment must be made on or before the due date as set forth on the Invoice-Receipt and in the amounts shown therein, unless other arrangements have been made at the discretion of Nature's Treasures of Texas LLC. **Failure to do so results in an automatic cancellation of the Facility Rental Agreement.**

1. **Damage Deposit.** For some events, a damage deposit maybe required. If this is the case, a credit card must be on file no later than two weeks prior to the event. The damage deposit will be waived as long as no damage has occurred, nothing is missing, and no excessive cleaning of the space is required.
 - a) **Structure.** In the event of damage to the physical condition of any and all public places within the Community Event Center or any structure at 4103 North IH-35 caused by Renter, representative, or participants, the Renter will be held solely responsible and will be billed accordingly. This includes, but is not limited to scratches, nicks, breaks, or marks of any kind.
 - b) **Artwork.** Damage to artwork in the center during setup, event, cleanup, and/or tear-down is the full responsibility of the Renter at 100 percent of the sale price. If damage exceeds the amount of the deposit, Renter agrees to pay the additional amount.
2. **Equipment Rental.** Renter may rent equipment at discretion of Nature's Treasures of Texas LLC. This may include PC computer and projector, as well as other equipment on an as-needed basis for a flat rate of \$25 per day. Renter is responsible for additional costs to rent equipment (including security deposit), required items such as special cables, and equipment setup. If any damage to equipment occurs, then Renter will pay all costs to repair or replace damaged equipment. Nature's Treasures of Texas LLC is not obligated to provide equipment nor support use of said equipment. **IMPORTANT: For a Macintosh computer, Renter MUST bring a connector for the projector.**
3. **Cancellation and Default.** Should Renter cancel the event, Nature's Treasures of Texas LLC shall retain any previously paid facility rental fee(s) in accordance with our cancellation policy. In the event of any default or non-performance hereunder, or breach of the provisions of this agreement by Nature's Treasures of Texas LLC, the liability of Nature's Treasures of Texas LLC shall be limited to the return of the facility rental fee(s) paid by the Renter. Should severe weather or uncontrolled events such as a power failure or

riots necessitate cancellation of the event, an alternate date will be furnished for the same time at no additional expense.

4. **Rescheduling.** Should Renter reschedule the event, Nature's Treasures of Texas LLC shall charge an administrative fee of \$35-45, depending on room. This includes changes to one or more dates that have already been booked in advance by Renter.
5. **Rental Rates and Hours.** The Auditorium and Studio may only be rented in two hour minimum blocks. The Auditorium rental rates are \$50 per hour before 6:00pm and \$60 per hour after 6:00pm. For all-day rental, the Auditorium is \$225. The Studio rental rate is \$35 per hour before 6:00pm and \$45 per hour after 6:00pm. Additional overtime fees of \$75.00 an hour will be charged to use any space after 10:00pm. Store hours are Sunday – Thursday 10am – 7pm; Friday and Saturday 10am-8pm. Final payments made after the day of the event will result in an additional \$25 to the final payment. In the event that any animal (with the exception of a service animal) is associated with an event, or vendor, a \$75 deposit will be charged to the overall rental fee.
- 6.
7. **Room Capacity.** The Auditorium capacity is 120 for a seated lecture and 150 for a standing reception.
8. **Room Setup.** It is the responsibility of the Renter or their designated representative to set up the room prior to their event, including tables, chairs, and other equipment.
Only Nature's Treasures staff shall move or remove items, such as crystals, décor, art, and other objects. Renter shall not remove, rearrange, or obscure any significant

Initial:

element(s) of an exhibition. All installations or shows are to remain intact. Absolutely nothing can be hung, nailed, or taped to the walls without prior permission. ***Renter must also tear down after their event, put away all tables and chairs, and clean up any food or other items. This includes removal of trash.***

9. **Deliveries:** Please do not have items delivered before your scheduled rental period without making prior arrangements with Nature's Treasures.
10. **Parking:** Renter agrees to park on the South side of building (Wilshire Boulevard). On weekends and for large events, attendees will be asked to park on neighborhood side streets to leave Nature's Treasures parking spaces open for store customers.
11. **Security:** Renter shall be solely responsible to maintain an orderly event and to provide security commensurate with the nature and size of the event. Notwithstanding Renter's obligation, Nature's Treasures of Texas LLC reserves the right to specify security measures to be taken, when in the sole judgment of Nature's Treasures of Texas LLC staff, special security measures are warranted. Renter shall pay all costs and expenses of security measures.
12. **Lessee Property.** Renter assumes all responsibility for any goods or materials which Renter, their representative, or participants may place in the rented premises before, during, or after its event. Renter is responsible for removing all items. Nature's Treasures of Texas LLC cannot assume responsibility for any items left by Renter, their representative, or participants.
13. **Objectionable Conduct or Attire.** Nature's Treasures of Texas LLC reserves the right to remove or cause to be removed from the premises any person or persons whose conduct at the facility or attire is unlawful, disorderly, or otherwise objectionable. Neither Nature's Treasures of Texas LLC nor any of its officers, agents, or employees shall be liable to Lessee for any damages that may be sustained by Renter through the exercise of such right of Nature's Treasures of Texas LLC.
14. **Promotion and Support.** Nature's Treasures of Texas LLC is not responsible for the content of Renter's promotional material, whether or not Nature's Treasures is named as the event location. In addition, Nature's Treasures of Texas LLC only provides space to Renter to hold their event, which does not imply support of said event or beliefs espoused by Renter.
15. **Noise and Music.** Amplified music is only allowed when one party rents the facility. Amplified music or other sound is only allowed with consideration of others and at the discretion of Nature's Treasures of

Texas LLC. Renter agrees that during the term of this agreement, other events may be held and joint use may be made in the Amethyst Room not herein rented by the Renter.

16. **Food and Beverages.** Renter shall be responsible for all food and beverages. Please be aware that there is no kitchen available for use, and no on-site water cooler or vending machine or other refreshments. It is recommended that any food and beverages be delivered or picked up from a nearby eating establishment. Nature's Treasures of Texas LLC shall not be deemed to be the supplier of any food and beverage service and shall have no liability or responsibility for any services, food or beverages brought into the space. It is the Renter's responsibility to remove and dispose of all remaining food and beverages, which must be properly contained prior to removal.
17. **Alcoholic Beverages.** Renter may not bring any alcoholic beverages onto the premises or into the building. Nature's Treasures of Texas LLC shall not be responsible for Renter, their representative, or participants who violate this part of the Agreement. Furthermore, the Renter shall hold Nature's Treasures of Texas LLC harmless for any damages arising out of such action(s) and in any legal proceedings instituted against the Renter because of such actions(s).
18. **Texas Smoke-Free Air Act.** In compliance with the Texas Smoke-Free Air Act, Nature's Treasures of Texas LLC has adopted the following policy: Smoking will be prohibited inside the building and the outdoor area within 15 feet of door openings. Smoking will be permitted in the designated smoking area only.
19. **Non-Exclusive Right.** Renter agrees not to interfere in any way with the ordinary use by others of any portion of the building or grounds not expressly covered in this agreement.
20. **Assignment.** Renter shall not transfer or assign this agreement or the privileges created herein. Any such assignment shall be null and void, and shall be cause for cancellation of this agreement by Nature's Treasures of Texas LLC.
21. **Modifications.** This agreement contains the whole agreement of the parties, and none of the provisions, terms, or conditions of this agreement shall be in any manner modified, waived, or abandoned, except in written instrument signed by both parties.
22. **Copyright.** Performances of copyrighted works at public performances at the facility must be licensed by all appropriate performing rights organizations.
23. **Non-Waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
24. **Enforceability.** If any provision of this Agreement is held unenforceable, then all remaining provisions of this Agreement shall remain in full force and effect.
25. **Mediation.** In the event of a dispute, both parties agree to seek mediation rather than legal recourse to resolve any issues or complaints. This agreement is executed under the laws of the State of Texas, and all complaints shall be addressed in the State of Texas.
26. **Returned Checks.** All returned checks will be assessed a surcharge of \$35.00.
27. Renter agrees to hold harmless and indemnify Nature's Treasures of Texas, LLC, including its employees and representatives, against any warranties or guarantees, either expressed or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, title, or non-infringement of third party rights, including any personal injury to any third party resulting from the event rental.

I have read and understood the Nature's Treasures Community Event Center Facility Rental Agreement.

Client Signature

Date

Nature's Treasures of Texas LLC **updated 2/2017*

NATURE'S TREASURES COMMUNITY EVENT CENTER

***WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NATURE'S TREASURES OF TEXAS, LLC, its officers, employees, and agents (herein referred to as "releasees") from all liability for any loss or damage, and any claim or demands therefore on the account of any injury to the person or property of.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost that may be incurred due to the participation in any activity at Nature's Treasures of Texas, LLC.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while participating in any kind of excursion, sponsored, planned, directed and/or spontaneous activity at Nature's Treasures of Texas, LLC.
4. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, THE UNDERSIGNED HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Photographs may be taken during onsite events, including, but not limited to, tours, field trips, classes/seminars, or sponsored events. Some photos may be used for our newsletter, social media, website, or digital sign. If you would like to put conditions on the taking and use of photographs of you or your child, please indicate so here and let the event leader or coordinator know.

NATURE'S TREASURES COMMUNITY EVENT CENTER
RENTAL INVOICE & PAYMENTS

TO: _____

TODAY'S DATE: _____

NAME OF EVENT: _____

Rental Space: Auditorium _____ Studio _____

Rental Date: _____ Rental Time: _____

***INCLUDE SET UP & BREAK DOWN**

_____ Hours x \$ _____ per hour = \$ _____ Total Due

Rental Rates and Hours 2 Hour Minimum for all spaces:

AUDITORIUM rental rate: \$50 an hour before 6:00pm; \$60 an hour after 6:00pm.

For all-day rental, the Auditorium is \$225 before 6:00 p.m.

STUDIO rental rate: \$35 an hour before 6:00pm and \$45 an hour after 6:00pm.

Additional overtime fees of \$75.00 an hour will be charged to use any space after 10:00pm.

Store hours are Sunday – Thursday 10am – 7pm; Friday and Saturday 10am-8pm.

Deposit of 50% = \$ _____ Date Paid _____

by Cash _____ Credit Card Type: _____ Check # _____

***Space is not reserved and the event is not on Nature's Treasures calendar until contract is signed and deposit is received.**

Balance Due: \$ _____ Date Balance Paid: _____

by Cash _____ Credit Card Type: _____ Check # _____

Balance due on day of event, immediately following, unless noted otherwise here.

Notes:

Make checks payable to Nature's Treasures.

Cancellations result in loss of deposit or partial refund (if applicable)

See rescheduling administrative fees on last page.

NATURE'S TREASURES COMMUNITY EVENT CENTER
***FACILITIES PRE-EVENT REQUEST CHECKLIST**

Name of Presenter: _____ **Phone:** _____

Name of Event: _____

Event Date: _____ **Start & End Time:** _____ **Estimated Set-Up Time:** _____

Which facility: **AUDITORIUM** _____ **STUDIO** _____

Chairs: Minimum _____ Maximum Estimate _____

6 ft Tables How many _____ Table cloths _____

Incidental Tables How many _____

Microphone Yes _____ No _____ (Renter is encouraged to check sound quality prior to day of event, by appointment)

Podium Yes _____ No _____

White Board Yes _____ No _____

Projector Yes _____ No _____ (Renter is encouraged to check visual equipment compatibility and positioning prior to day of event, by appointment. For a Macintosh computer, Renter MUST bring a connector)

CD Player Yes _____ No _____

Extension Cord(s) Yes _____ No _____ (Renter is encouraged to check positioning of electrical outlets)

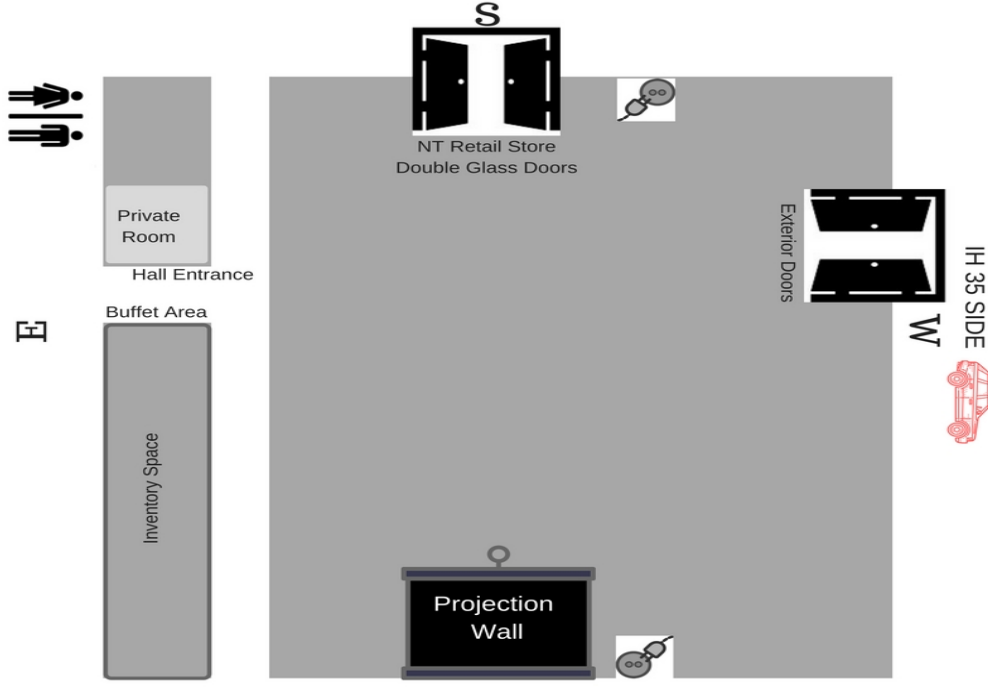
Power Strip(s) Yes _____ No _____

*All of our rental facility policies regarding etiquette and Nature's Treasures of Texas property are in the Rental Agreement. Please Note: The Practitioner Room requires that you provide your own massage table

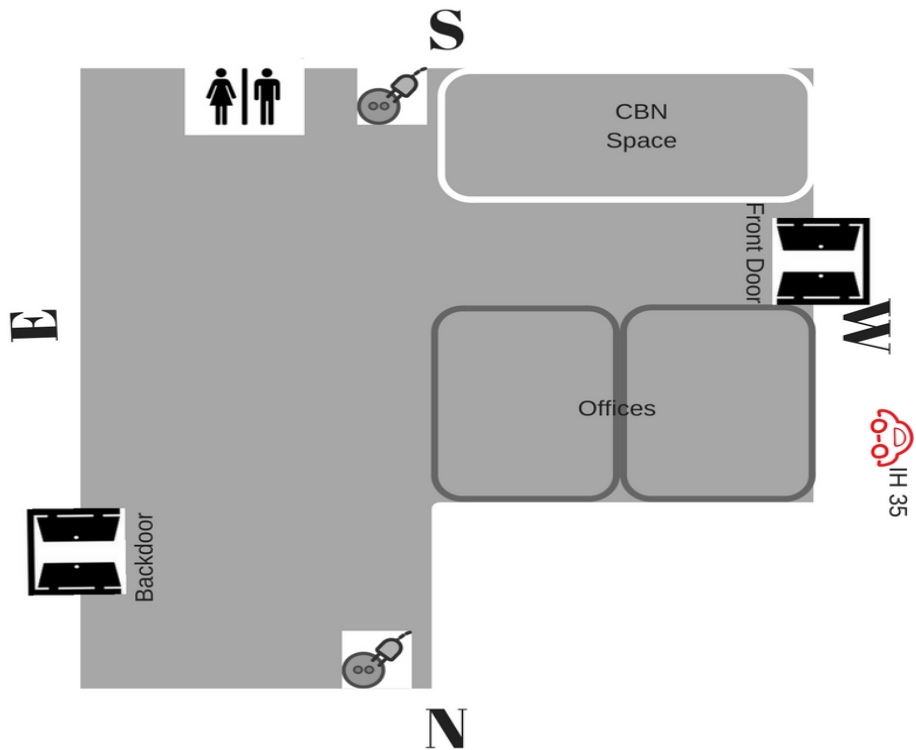
Special Needs for Either Space:

Please sketch below how you will set up your room and where accessories are to be positioned. Note electrical outlet positions, which would necessitate use of extension cord(s). – NT does not set up- this is for YOUR planning purposes.

AUDITORIUM



STUDIO ("L" shaped)



(South wall

is adjacent

to NT Auditorium/showroom but this space has separate entries)

NATURE'S TREASURES COMMUNITY EVENT CENTER FACILITIES POST-EVENT RESPONSIBILITIES CHECKLIST

**WE ASK THAT THE ROOM BE RETURNED TO
ITS STARTING CONDITION.**

Please check when DONE:

1. Any remaining space rental balance paid to event coordinator _____
2. All trash is to be taken out to the dumpster in the employee parking lot at the back of the store _____
 - A. **Blue** trash can bag goes to Recyclables and has a separate receptacle _____
 - B. **Black** trash can bag goes to regular landfill trash and has a separate receptacle _____
3. All chairs put away neatly, per style, as compactly as possible (in the closet on the right in the Auditorium) _____
4. All tables put away and as organized as is possible (in the closet on the left in the Auditorium) _____
5. Electronics put away (in the closet on the left in the Auditorium)
6. Vacuum if necessary (ask for vacuum cleaner) _____
7. Posters taken down inside and outside _____

Lights and thermostat are employee responsibility.

PLEASE RETURN THIS CHECKLIST TO THE EVENT STAFF

NATURE'S TREASURES COMMUNITY EVENT CENTER
DEPOSIT REFUND OR RESCHEDULE FEE RECEIPT

Today's Date: _____

Nature's Treasures Cancellation Policy is:

Cancellation **4 weeks in advance** of scheduled event, **100% refund.**

Cancellation **2 – 4 weeks in advance** of scheduled event, **50% refund.**

Cancellation **less than 2 weeks** in advance of scheduled event, **no refund.**

If event is rescheduled within 30 days of originally scheduled event, (or first calendar availability within 60 days) deposit remains in effect, with a Studio Rescheduling Administrative Fee – see Rescheduling below.

Event Contact: _____

Email: _____

Phone: _____

Mailing Address: _____

Event Title: _____

Event Scheduled Date(s): _____

Reason for Cancellation: _____

REFUND:

Date Refund Issued: _____

Check ____ Credit Type: _____

Amount: \$ _____

RESCHEDULING:

Studio Rescheduling Admin. Fee \$35. Changed from Date(s): _____

To: _____

Auditorium Rescheduling Admin. Fee \$45. Changed from Date(s): _____

To: _____

Amount \$ _____

PAID: Cash ____ Check ____ Credit Type: _____ Staff: _____