

THE ADMIRAL ON CLEAR LAKE

Operated and Managed By



VENUE CONTRACT

AGREEMENT

This Agreement is made on this the _____ day of _____, 2009 by and between The Admiral on Clear Lake and _____ (The Contracting Party) for an event/meeting on the _____ day of _____, 2009 from the hours of _____ AM/PM to _____ PM.

iCatching Events LLC operates and manages The Admiral on Clear Lake as an meeting/conference center, arts venue, and gathering place open to the general public for such purposes. The Contracting Party wishes to so use The Admiral on Clear Lake and agrees to the regulations set forth in this contract. This contract must be signed by both parties in order to be considered valid.

TERMS

I. Introduction

The Admiral on Clear Lake is an event space that is located on the second floor of Endeavour Marina located at 3101 Nasa Parkway in Seabrook, Texas. It is managed and operated by iCatching Events, LLC. The first and second floors contain office spaces and are off limits to guests who are attending events at The Admiral on Clear Lake.

II. Conditions for Use of The Event Space (The Admiral on Clear Lake)

The Contracting Party wishes to use, and iCatching Events LLC agrees to allow the Contracting Party to use, the event space on the date and times set forth above. Any event that begins and ends after dark will be required to have security officers present from the beginning of the event until it is concluded. The fee for security is \$30 per hour with a five hour minimum and \$50 per hour after 1:00 AM. Security fees will be deducted from the security and damage deposit paid by the Contracting Party when reserving the event space.

III. Rental Fees

The rental rate for the Contracting Party's use of the event space shall be in accordance with the fee schedule separately provided beforehand. The rate for this event will be _____. If a wedding

rehearsal is required, the rate will be inclusive of the rehearsal. However, scheduling is subject to availability and must be confirmed with the facility manager 30 days prior to the event.

The above rate covers only the period as set forth above. The "period of use" is determined by the arrival time of the caterer and/or contracting party and the departure time following clean up. The rental fee shall not be prorated if the "period of use" does not last for the entire block of time as set forth above. Additional time is billed at the rate of \$500.00 per hour.

A non-refundable booking fee of **\$500** is due when reserving the event space, with the remainder of the rental fee to be paid at least 60 days before the event is to take place. If the Contracting Party is reserving the event space less than 60 days prior to the event, total payment will be due at the time that the Contracting Party is reserving the event space. Should the Contracting Party cancel the event, the full security and damage deposit will be returned if iCatching Events LLC is given at least a six month prior notice of the cancellation in writing. If a written notice of cancellation is given less than six month prior to the event, only the full security and damage deposit will be returned. Any other monies paid toward facility rental will be forfeited. No refund will be given without written notification to the facility manager or if the rental contract is cancelled the day of the event.

IV. Security and Damage Deposit

In addition to the booking fee deposit, a security and damage deposit in the amount of **\$1000.00** is required at the execution of this contract. iCatching Events LLC reserves the right to use any or all of the security deposit toward any of the Contracting Party's obligations under the contract or any claims that iCatching Events LLC might have, or for overtime, cleanup, theft, damages to or destruction of any property located in or on the premises belonging to iCatching Events LLC as a result of the Contracting Party's use of the premises or in any way relating to the event. The full amount of the security and damage deposit minus the security fee will be refunded no later than fourteen days after the event if it is determined that no damage has occurred and that there are no claims or other outstanding obligations at the time involving the Contracting Party.

V. Damage

The Contracting Party hereby agrees to be fully and solely responsible for any damage in any way relating to the event, and to be fully and solely responsible for any damage, theft, or destruction of The Admiral on Clear Lake or any property located on or within the premises caused by the Contracting Party or any of its agents, guests, or invitees. The Contracting Party is responsible for maintaining the event space and adjacent areas in as good clean condition as that in which it was immediately prior to the Contracting Party's use. The Contracting Party further agrees to pay any and all costs of repair of damage to the facility caused by itself or its agents, guests, or invitees, or occurring during its agents, guests, or invitees use of the facility pursuant to this contract.

VI. Indemnification

The Contracting Party agrees to indemnify and hold harmless iCatching Events LLC and its officers from any liability, claims, damages, loss, or expense (including attorney's fees, court costs, and consequential damages) relating in any way to the event or caused by the use of the facility by the Contracting Party, the Contracting Party's guests or invitees, or the Contracting Party's agents, such as musicians, decorators, and others working for the Contracting Party. A release of liability form must be signed and made part of this Agreement.

VII. Force Majeure Conditions

The Contracting Party agrees that iCatching Events LLC and its officers shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, acts or omissions, fires, weather conditions, power failures, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements).

Delays or nonperformance excused by this provision shall not excuse payment of any amount owed by the Contracting Party at the time of this occurrence. If an event is cancelled in whole or in part because of a force majeure condition, a complete or partial refund will be made accordingly to the Contracting Party no later than fourteen days after the date of the event.

VIII. Selection of Caterer and Operation of Catering Equipment

iCatching Events LLC reserves all rights of final approval of the caterer and any other vendors selected for the event. iCatching Events LLC also reserves the right of final approval of all decorations brought into the facility.

If the Contracting Party selects a caterer that is new to this facility, that caterer must meet with the facility manager to complete a vendor application 30 days prior to the scheduled event.

All caterers must provide proof of public liability insurance, including the expiration date, the policy limits, and the name of the insurer, at least 30 days prior to the date of the event.

The Contracting Party understands that the selected caterer and/or bartending company must have a current TABC license if the Contracting Party intends to have alcoholic beverages sold at the event. The selected caterer must provide proof said license at least 30 days prior to the date of the event. TABC certified bartenders must be used for all events where alcohol is being served.

If the aforesaid caterer fails to meet any of the requirements mentioned above, the Contracting Party will be responsible for finding another caterer that can meet the above requirements before for the event is to occur. Said caterer is to immediately provide proof of items listed above. If no caterer can be found that satisfies the abovementioned requirements before the event is to take place, the Contracting Party will still be liable under this contract.

There is no cooking allowed in the caterer's galley or inside the facility. All cooking done on premise must be done outdoors with permission from the facility manager. The caterer and/or contracting party is responsible for the safe operation of any equipment and must clean the kitchen and remove all personal items after the event. iCatching Events LLC is not responsible for any items left in the venue after the event.

IX. Photographs

iCatching Events LLC shall have the right to take photographs at the event for the purpose of advertising the event space. All rights to, and the use of these images shall belong to iCatching Events LLC.

The Contracting Party shall have the right to take pictures of the event as well; however, any commercial use of the likeness of the building is prohibited without the express written consent of iCatching Events LLC.

X. Alterations

The Contracting Party shall not alter any part of the venue or fix, attach or erect any item to any part of the venue without authority from iCatching Events, LLC. This includes the walls, ceilings, beams, and glass windows.

XI. Floor Plans

The Contracting Party's custom floor plan must be finalized with the facility manager at least one week prior to your event. No guarantees can be made for floor plan changes on the day of the event.

XII. Smoking

The Admiral on Clear Lake is a non-smoking facility. Smoking is permitted on the patio. The Contracting Party will be held responsible for additional cleaning and/or deodorizing required as a result of smoking inside the venue.

XII. Venue Re-instatement and Cleaning

All equipment, trash, and personal items must be removed from the premises immediately following the event. This includes the main ballroom, caterer's galley, and outdoor patios. iCatching Events is not responsible for any items left behind.

XIII. Event Management

The Facility Manager will not be on site during the event. It is the Contracting Party's responsibility to coordinate all arrival times, set up procedures, and venue regulations with each vendor unless iCatching Events LLC has been contracted to provide event management services as noted in a separate event services agreement.

XIV. Applicable Law

This contract shall be governed and construed in accordance with the laws of the State of Texas.

XIV. Parol Evidence

This contract constitutes the entire understanding between the parties. This contract may only be amended in writing signed by both parties.

XV. Attorneys' Fees

In any action or proceeding to enforce, preserve, or protect any right or benefit under this Agreement, iCatching Events LLC in each such action or proceeding shall be entitled, in addition to any and all other relief granted by a court, to an award in such action or proceeding of the amount of its attorneys' fees reasonably incurred therein.

Contracting Party:

Name/Organization: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

I confirm that I understand and agree to the above Terms & Conditions.

Signature: _____ Date: _____

The Admiral on Clear Lake:

Signature: _____ Date: _____

Title: Facility Manager