



**“AFTER HOURS”
PROCEDURAL GUIDELINES and
FACILITY USE AGREEMENT**

Thank you for your interest in using Amplify Federal Credit Union (hereinafter “AMPLIFY”) facilities. Please carefully review this document to ensure your meeting or event, meets the guidelines for AMPLIFY’s “AFTER HOURS” program. A completed and signed copy of this Agreement must be returned to Valerie Swift in the Marketing Department, at least 30 calendar days prior to the meeting or event. We hope you enjoy using the AMPLIFY facilities and look forward to working with you.

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Article I. Purpose of the AMPLIFY After Hours Program

AMPLIFY created the After Hours program to introduce itself to the community and to let everyone who lives, works, attends school, worships or volunteers in Travis, Williamson, Hayes, Bastrop and Caldwell counties, know we are available to them, their businesses and their employees.

AMPLIFY After Hours is designed to provide the community with meeting space or performing arts space after our regular business hours, and to give us an opportunity to share the AMPLIFY experience.

Article II. Facilities

1. Locations

AMPLIFY currently has four locations. All locations are participating in the After Hours program. The locations are:

- 2608 Brockton Dr., Austin, TX 78758 (BR)
- 13050 Pond Springs Rd., Austin, TX 78729 (PS)
- 202 Walton Way, Cedar Park, TX 78613 (CP)
- 115 Sundance Parkway, Suite 500, Round Rock, TX 787681 (LF)

2. Cost

Unless specified at the time reservations are confirmed, there is no cost to use AMPLIFY facilities during the After Hours program.

3. Availability

Use of AMPLIFY facilities during the After Hours program is offered to members and non-members alike on a first-come, first-serve basis.

Preference is given to nonprofit groups, not-for-profit groups, and charity groups when considering requests for use of AMPLIFY facilities during the After Hours program. Requests for use from for-profit organizations will be considered only after the aforementioned groups' needs are met.

To maximize availability to all community organizations, preference will be given to those holding monthly meetings and to those requesting occasional use. Organizations requesting use of the facilities for meetings or events of greater frequency will then be considered on a space-available basis.

AMPLIFY will neither promote nor endorse any service or product sold by any group using its facilities during the After Hours program. Use of an AMPLIFY facility during the After Hours program in no way constitutes an endorsement by or association or affiliation with AMPLIFY. Any group using AMPLIFY facilities during the After Hours program hereby agrees that AMPLIFY is indemnified and held harmless from any claims arising from the sale, use,

consumption or distribution of any products or services sold by any group, business or individual using its facilities during the After Hours program.

4. Hours of Use

Set-up may begin:

- Monday through Friday after 6:00 pm at the BR, PS, and CP
- Monday through Friday after 6:30 pm at LF
- Saturday after 1:30 at BR, PS, CP
- Saturday after 6:30 pm at La Frontera
- Sundays, no facilities are available
- Nationally recognized bank holidays, no facilities are available

All AMPLIFY branches must be vacated by 9:30 pm, including clean-up and building lock up.

5. Heating, Cooling, Water, Restrooms

All AMPLIFY facilities will be cooled or heated, lighted and in orderly condition. Water is available only in the restrooms of each respective facility. Public restrooms are available at all facilities.

6. Conduct and Noise

The guest is solely responsible for his/her guests, agents, servants, invitees and their conduct. Reasonable consideration is expected to be given to neighboring businesses regarding noise levels. Polite and neighborly conduct is expected at all times. The Manager on Duty has the right, at his or her sole discretion, to require noise levels to be reduced and/or conduct be modified. The Manager on Duty further has the right to require that guests vacate the premises should these requests not be adequately fulfilled in his or her sole discretion.

7. Deposits

AMPLIFY may require a deposit at its discretion based on the event attendance and/or activities. Deposits, if due, must be received with this Agreement.

8. Length of use

AMPLIFY will, to the best of our ability, accommodate organization requests for a period of six months. After six months, in fairness to other group requests, we will reevaluate the use of our facilities by the guest organization.

9. Cancellations

While AMPLIFY will use every reasonable effort to avoid cancellations, AMPLIFY reserves the right to cancel any event and move the venue of any event or meeting at its sole discretion.

Cancellations or requests for event or meeting date changes by guest must be made via email at least three business days in advance of the original scheduled event or meeting date. Failure to adhere to this guideline will result in suspension of future meeting privileges.

Article III. Audio Visual Services

Use of any technical equipment must be approved 3 business days prior to the scheduled meeting. AMPLIFY Technical Services Manager and/or Manger on Duty has the right to refuse such use at any time at his or her sole discretion.

1. Wireless Internet Connectivity

Free Wireless internet connectivity (wi-fi) is provided inside all AMPLIFY branches. While AMPLIFY will make every reasonable effort to ensure wi-fi service is operational, service is not guaranteed. Guests requiring internet connectivity for their meeting or event are advised to prepare their own backup method.

2. Television Screens

One (1) 63" Samsung plasma screen and two (2) 40" Samsung Plasma panels are available for use at BR, PS and LF. Basic cable television stations may be accessed, however all screens can only show one station at one time. External input devices (i.e. DVD players and camcorders/video cameras) may be used with each individual screen.

Instructions and a demonstration will be provided upon request for use. Technical difficulties can occur. While AMPLIFY will make every reasonable effort to ensure the screens are operational, usage cannot be guaranteed. It is recommended that the guest provide a back-up A/V plan.

Article IV. Food and Beverage

1. Food

Food may be brought in and served by guest with advance notice.

Any catering must be provided by approved AMPLIFY vendor.

2. Beverages

a) Alcoholic Beverages

Alcoholic beverages may ONLY be served by a TABC licensed seller and TABC certified professional servers. There are absolutely NO exceptions to this rule.

The TABC-licensed seller of alcoholic beverages must provide, at

minimum, liability insurance in the amount of \$1,000,000.00 with AMPLIFY named and added as “insured” to the policy for the day of the event.

No alcoholic beverages are to be served to a minor under any circumstances.

b) Non-alcoholic Beverages

All non-alcoholic beverages are allowable. Guest must provide heating/cooling/storage. Ice and service containers are not supplied.

Article V. Manager(s) on Duty

All AFTER HOURS meetings/events require that two ‘Managers on Duty’ be present for the duration of the event, from set-up through clean up and lock.

Manager(s) on Duty will close and secure branches at the conclusion AND CLEAN-UP of guest’s meeting/event. Manager(s) on Duty has temporary, limited access to branch during AFTER HOURS meetings/events and is not responsible for guests’ security.

Article VI. Occupancy

1. Maximum Capacity

Capacity for each AMPLIFY Branch is as follows:

Brockton – 100-299 people depending on furniture placement
Cedar Park – 50-115 people depending on furniture placement
La Frontera – 28-50 people depending on furniture placement
Pond Springs – 50-100 people depending on furniture placement

The Fire Marshall for the county in which each respective branch is establishes and enforces maximum occupancy. The guest is responsible for compliance with all fire regulations.

Event logistics may prevent full use of event space. This will be determined by the AFTER HOURS coordinator or Manager on Duty.

2. Restricted Areas

The following areas are restricted from use during the meeting/event: area: Account Management Professional (AMP) working areas, areas directly next to cash dispensing machines other than ATMs, drive-thru teller area, vault, safety deposit boxes, administrative offices, and technical services areas. The entire second floor of the Pond Springs location is restricted.

3. Restrictions

Smoking is strictly prohibited inside any AMPLIFY branch. It is recommended that guest inform meeting/event guests of this policy in any invitation to the

meeting/event. Smoking is permitted outside the buildings, more than 15 feet away from entrance. All associated waste must be disposed of in appropriate trash receptacles.

Pyrotechnics, firearms or weapons of any kind are prohibited.

Animals other than certified service animals are prohibited from entry.

Failure to abide by these policies will cause immediate cancellation of the event.

Article VII. Media

All proposed event media promotions of any nature, or to be delivered by any means of communication, must be submitted for approval to the AFTER HOURS Coordinator at least 20 business days prior to scheduled meeting/event date.

Article VIII. Set-up, Breakdown and Clean-up

1. Set-up

a) Cameras

No equipment or decorations can interfere with the normal operation of security cameras.

b) Decorations

Appropriate decorations (i.e. confetti, streamers, helium balloons) may be used in conjunction with your meeting/event, however a complete and thorough breakdown and clean up of such decorations is required. The use of wire, staples, nails, tacks, glue, and similar damaging items are prohibited for securing decorations to AMPLIFY surfaces. While tape may be used for this purpose it may not be attached to any electrical or A/V equipment (i.e. screens, computers). The use of candles, luminaries or any other open flame is strictly prohibited.

c) Delivery

Supplies and resources for the event may not be delivered to any AMPLIFY branch prior to the agreed event time. There will be no exceptions. AMPLIFY staff, including the AFTER HOURS Coordinator, the Manager on Duty and Retail Center professionals, are prohibited from loading/unloading, moving, or conveying any deliveries, equipment, or decorations.

d) Equipment

AMPLIFY branches are limited to minimal meeting/event equipment (see Article I regarding Audio Visual Services above). Rental of any audio/visual equipment or additional equipment not provided by

AMPLIFY, must be arranged by the guest. Rented equipment must be set up by the guest or guest's vendor and promptly removed prior to facility lock up at 9:30 PM.

e) Seating & Tables

In addition to regular lobby furniture, a limited number of folding chairs may be provided at each branch. Furniture may be rearranged but must be returned to original positions upon conclusion of the meeting of event.

One six-foot table is available for use at the Brockton and Pond Springs locations. Should you wish to use this table, please alert the AFTER HOURS Coordinator at least three days in advance of your meeting or event.

f) Storage

Items may not be stored before or after the event.

2. Breakdown and Clean-Up

All breakdown and load-out shall take place immediately following the meeting/event. All lobby furniture must be returned to original positions. All folding chairs must be collapsed and reloaded to original location as presented to guest.

All AMPLIFY premises and equipment must be left clean and orderly as found upon arrival. All decorations, food/beverages, and any other items brought in to the facility by guest must be removed.

All surfaces used by guest must be cleaned. Any items left after the meeting/event will be considered trash and removed.

Article IX. Damages

1. Damages

Guest accepts facilities and equipment "as is" and is responsible for maintaining condition. Any charges for damages or claims will be billed to the guest.

2. Indemnification

Guest agrees to indemnify and hold harmless AMPLIFY, its officers, directors and employees from any and all actions, losses, damages, claims, or liability that may occur as a result of the holding of the scheduled meeting/event and incurs and assumes all responsibility for all actions, losses, damages, claims, or liability caused by not adhering to AMPLIFY's policies and guidelines (as established in the "AFTER HOURS" PROCEDURAL GUIDELINES and FACILITY USE AGREEMENT). Upon request, guest further agrees to provide a

certificate of General Liability insurance no later than 30 days before the event date with Amplify Federal Credit Union listed as an additional insured with bodily injury and property damage in the amount of \$50,000 per occurrence. This certification may be waved at the discretion of AMPLIFY in advance of the use of facilities. All guests agree to indemnification upon signing this Facility Use Agreement regardless of added liability coverage.

Article X. Security

AMPLIFY does NOT provide a security guard for your meeting/event. Manager(s) on Duty will close and secure branch at the finish of guest's meeting/event. Manager(s) on Duty has temporary, limited access to branch during AFTER HOURS meetings/events and is not responsible for guest's or guest's invitees' security. Guest may provide a security guard with prior AMPLIFY approval at guest's expense.

Article XI. Exceptions

AMPLIFY reserves the unconditional right to terminate or modify this agreement without further cause whenever in its judgment a meeting/event/activity contemplated herein is objectionable to or contrary to the interests of AMPLIFY or the public interest. Guest agrees to accept all related decisions as final, and hereby releases AMPLIFY for any real or alleged money damages suffered by Guest in connection with any cancellation decision or other related decision made by AMPLIFY under this Article XI.

FACILITY USE AGREEMENT

This is to certify that the Responsible Party signing below has read the full “**AFTER HOURS**” PROCEDURAL GUIDELINES and FACILITY USE AGREEMENT, understands the conditions for use and agrees to abide by its contents. This Agreement is entered into by and between AMPLIFY FCU and

Name of organization

For the use of _____
(Location)

On _____

Between the hours of _____ and _____.

Signed _____
(Signature of Officer or Responsible Party)

this _____ day of _____, 2007.

Title _____

Organization Type and Names/ID of Owners, Officers and/or Operators

- DBA _____
Name/ID _____
- Non-Profit Entity _____
Name/ID _____
- Corporation _____
Name/ID _____
- Sole Proprietor _____
Name/ID _____
- Partnership _____
Name/ID _____
- Individual _____
Name/ID _____

Cancellation _____
Date Person Cancelling AMPLIFY Manager