

**CROOKED CREEK RANCH
VENUE RENTAL AGREEMENT**

This Venue Rental Agreement ("Agreement") is made on _____ 20____, by and between Crooked Creek Ranch LC, a Texas limited liability company ("Owner") and _____, referred to as "Client". Owner agrees to make available to Client specified portions of Crooked Creek Ranch in Hamilton, Texas under the following terms and conditions.

RENTAL

- Includes a maximum use of the facility as described in the RATES section of this contract. This contract is for up to _____ guests at the rate of _____.
- Additional set up and event time is available at an additional charge.
- An onsite manager fee will be charged during all weddings and receptions, set-up/decorating and clean-up.

MAXIMUM OCCUPANCY

- The maximum church occupancy is _____.

EVENT INFORMATION

_____/_____/_____/_____/_____
DATE OF EVENT EVENT TYPE EVENT START TIME EVENT END TIME RECEPTION (Y/N)

RESPONSIBLE PARTY NAME(S)

RESPONSIBLE PARTY ADDRESS

TELEPHONE

RESPONSIBLE PARTY EMAIL ADDRESS

CROOKED CREEK RANCH RATES AND POLICIES

Church Rental Fee

Up to 10 guests	\$ _____
<i>4-hour rental, including set-up/decorations, photography, ceremony and clean-up</i>	
Up to 50 guests	\$ _____
<i>6-hour rental, including set-up/decorations, photography, ceremony and clean-up</i>	
Up to 100 guests	\$ _____
<i>8-hour rental, including set-up/decorations, photography, ceremony and clean-up</i>	
Up to 200 guests	\$ _____
<i>9-hour rental, including set-up/decorations, photography, ceremony and clean-up</i>	
Up to 300 guests	\$ _____
<i>9-hour rental, including set-up/decorations, photography, ceremony and clean-up</i>	

FIFTY PERCENT (50%) OF THE CHURCH RENTAL FEE IS DUE UPON SIGNING OF THIS AGREEMENT (either by check or credit card).

THE REMAINING BALANCE, \$ _____, IS DUE IN FULL, NINETY (90) DAYS PRIOR TO THE EVENT (either by check or credit card).

If payment has not been received by Owner eighty (80) days prior to the event, the event is considered cancelled without further notice. Cancellation of the event will not result in a partial or full refund.

Additional Fees

- Rehearsal fee \$150/hr.
- On-site Manager \$75/hr.
- Damage Deposit \$750
- Cleaning Fee \$200

Damage Deposit Policy

- Damage Deposit Amount \$750

The damage deposit must be paid by Client to Owner not less than 48 hours prior to the event either by check or with a draft from your credit card on file with Owner. This amount is separate from the church rental fee. The damage deposit will be refunded within 7-10 business days after your event if no damage has occurred. 100% of the damage deposit will be refunded if no damage has occurred in the sole opinion of Owner.

Cancellation Policies

- All cancellations by Client must be in writing.
- Cancellations made by Client within 3 days after signing this Agreement: all money paid is refunded less a \$100 administrative charge.
- Cancellations made more than 30 days prior to the event: 50% of the total church rental fee is owed by Client. The Owner will refund 50% of the church rental fee to Client. If the damage/security deposit and cleaning fee have been then those deposits will be refunded to the Client.
- Cancellations made less than 30 days prior to the event: The entire church rental fee is nonrefundable. If the damage/security deposit and cleaning fee have been paid then those deposits will be refunded to the Client.
- Owner may cancel rentals due to inclement weather, emergency conditions, or events beyond the control of the Owner. In case of cancellation initiated by the Owner, all rental and deposit monies will be refunded to Client.

GENERAL TERMS AND CONDITIONS

1. RENTAL PERIOD & EVENT HOURS

The church is available for rent for weddings and special events. The hire of the premises does not entitle the Client to use or enter the premises at any time other than the specific hours directed by Owner, unless prior arrangements have been made with the Owner. The Owner and/or its representatives reserve the right to enter the premises at all times.

2. ADDITIONAL TIME FOR SETUP, ROOM DECORATING, VENDORS, ETC.

If the Client or its vendors need additional time for set up, room decorating, etc., the Client may ask for access to the church beyond the contracted hours for an additional charge. Additional setup hours must be contiguous with event hours, i.e. additional set-up or breakdown time is only available for the hours immediately before or after the event and at Owner's discretion. The Client must request this time in writing at least thirty days prior to your event. *Additional set-up and breakdown time will be billed at the rate of one hundred and fifty dollars (\$150.00) per hour or a portion thereof.*

3. DÉCOR & USE RESTRICTIONS

Owner wants to make your event special and a welcome experience. Therefore, every effort will be made to allow Client to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items should be used on our walls or woodwork. Any tape or gummed backing materials must be properly removed and in case of any wall damage, the card on file will be charged. The use of raw rice, confetti, glitter, smoke and bubble machines are prohibited. Use of such materials will result in a deduction from the security deposit.

4. USE OF PROPERTY

Rental of the site includes the use of the entire inside of the church, kitchen, restrooms, and the outside porch areas. Use of the property is available from 10:00 am to 11:00 pm.

5. SECURITY

Owner may require Client to hire security (such as an off duty police officer) at the event.

6. PARKING/SHUTTLE REQUIREMENTS

Parking is limited to the church parking lot only or other areas designated by Owner. For parties over 50 people, Client must arrange for shuttle transportation or valet services.

7. PORTA-POTTY/TOILET RENTAL

Owner may require Client to rent porta-pottys/toilet rental trailers for the event.

8. ON-SITE MANAGEMENT FEE

An Owner appointed on-site manager is required for all events larger than 50 guests or requiring more than 2-hours setup/room decorating. The onsite manager is also available to answer questions regarding audio/visual equipment, lighting, and furnishings available for use. The on-site manager is not responsible for setup. *A fee of \$75 per hour will be billed to Client or charged to the card on file.*

9. CATERING, CLEANING, TRASH AND EQUIPMENT REMOVAL:

The church will be in a clean condition prior to your event. The Client is required to return the space to the same clean condition in which it was found. All trash must be collected, properly bagged and removed by the Client or the caterer no later than 12:00 p.m. the day following the event. All rental equipment and or decorations must be removed unless approved otherwise by the Owner. *A cleaning fee of \$200 will be assessed to the credit card on file or billed to the Client if the space is not left in the same clean condition in which it was rented.*

10. SMOKE FREE FACILITY

The church is a smoke-free facility. There is absolutely no smoking of any kind allowed on the Crooked Creek Ranch premises.

11. ALCOHOL

Client agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Client agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age. Client shall monitor all service, if any, of alcohol and specifically acknowledges that Client is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Owner may ask guests for identification to verify age and reserves the right to ask a guest to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the premises.

12. LOST AND FOUND

Owner takes no responsibility for personal effects and possessions left on premises during or after any event.

13. LIABILITY; AS-IS; WAIVER OF RELIANCE; INDEMNIFICATION

Owner is not responsible for lost or damaged personal property of the Client or its guests. Additionally, the Owner is not responsible for personal injuries that may occur while on the Crooked Creek Ranch premises. As a material part of the consideration for this Agreement, Owner and Client agree that Client is accepting the premises "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY OWNER THAT THE PREMISES IS FIT FOR ANY PARTICULAR PURPOSE. Client acknowledges that it is not relying upon the accuracy or completeness of any representation, conversation, promise, statement, or other assertion or information with respect to the premises made or furnished by or on behalf of, or otherwise attributed to, Client or any of its agents, guests or vendors, any and all such reliance being hereby expressly and unequivocally disclaimed. Provisions of this paragraph shall survive termination or expiration of this Agreement. Client shall be solely liability for all acts and omissions that occur on Owner's premises. Client shall indemnify, defend by counsel reasonably acceptable to Owner, protect and hold Owner, its members, employees, and officers and any of its affiliates (collectively, the "Indemnified Parties") harmless from and against any and all claims, liabilities (including claims based on strict liability), losses, costs, damages, injuries, fees, fines, or expenses, including reasonable attorneys' and consultants' fees and court costs, demands, causes of action, or judgments, arising out of: (1) claims of injury to or death of persons or damage to or loss of property occurring or resulting directly or

indirectly from the use of the Client or any of its agents, contractors, guests, or invitees (collectively, the “Client Parties”), including, without limitation, from the presence or activities of Client or the Client Parties on any real property owned by the Indemnified Parties and any third-party claim or complaint related to Client, the Client Parties or the Indemnified Parties. The foregoing indemnity by the Client Parties shall not be applicable to claims to the extent arising from the gross negligence or willful misconduct of Owner. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE TO CLIENT AND CLIENT HEREBY WAIVES ALL CLAIMS AGAINST THE INDEMNIFIED PARTIES FOR, AND SHALL INDEMNIFY THE INDEMNIFIED PARTIES FROM, ANY INJURIES OR DAMAGES OR THEFT TO ANY PERSON OR PROPERTY, INCLUDING VEHICLES, IN OR ABOUT THE OWNER’S PREMISES BY OR FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE (OTHER THAN OWNER’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). UNLESS DIRECTLY OCCASIONED BY THEIR RESPECTIVE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE INDEMNIFIED PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO PROPERTY OR OTHER ITEMS LOCATED ON THE OWNER’S PREMISES, NOR FOR ANY PERSONAL INJURIES OR DEATH ARISING OUT OF THE USE OF OWNER’S PREMISES BY CLIENT OR ANY OF THE CLIENT PARTIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

14. LIABILITY INSURANCE

Client shall obtain general liability insurance covering the day of the event in the minimum amount of one million dollars in a form and amount satisfactory to Owner. A certificate of insurance and a policy endorsement naming Owner as an additional insured on the policy shall be provided to Owner at least three business days before the day of the event. All vendors hired by Client shall carry and maintain in full force and effect while working at Crooked Creek Ranch workers compensation insurance, general liability insurance and policy endorsement naming Owner as an additional insured showing the required insurance is in place. Notwithstanding the requirement for such insurance, the vendor shall be required to also hold harmless, indemnify, and defend Owner, to the maximum extent allowed by law, from any and all liability arising from vendors’ use of the premises, including the payment of Owner’s reasonable attorney’s fees and costs incurred in defense of any actual or alleged liability.

15. ENTIRE AGREEMENT

This Agreement (including attachments) contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by all parties.

17. HEADINGS

The headings contained in this Agreement are strictly for convenience, and shall not be used to construe meaning or intent.

18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. WAIVER

The failure Owner to require strict compliance with the performance of any obligations by Client and/or conditions of this Agreement shall not be deemed a waiver of that Owner’s right to require strict compliance in the future, or construed as consent by Owner to any breach of the terms of this Agreement.

20. ASSIGNABILITY AND PARTIES OF INTEREST

Client may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of Owner. Nothing in this Agreement, expressed or implied, will confer upon any person or entity not a party to this Agreement, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of this Agreement, except as expressly provided in this Agreement.

21. COUNTERPARTS, SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one agreement. Use of fax, email and electronic signatures shall have the same force and effect as an original signature.

22. DEPOSIT ACCEPTS AGREEMENT

By paying a deposit or entire rental fee, Client agrees to the terms set out in this Agreement.

CLIENT:

Client Signature

Printed Name

Date

PLEASE COMPLETE AND SIGN THIS FORM TO AUTHORIZE OWNER TO MAKE A DEBIT(S) TO YOUR CREDIT CARD LISTED BELOW.

By signing this form, you give Owner permission to debit your account as indicated in this contract.

PLEASE COMPLETE THE INFORMATION BELOW:

I _____ authorize Owner to immediately charge my credit account fifty percent (50%) of the church rental fee upon execution of the Agreement.

This partial payment is for my event on (date) _____. *Please note that the church rental fee balance will also be charged to this card ninety (90) days prior to your event.*

Billing Address: _____ Billing Phone: _____
City, State, Zip: _____ Email: _____

Cardholder Name: _____
Account Number: _____
Expiration Date: _____ (MM/YYYY)
CVV Number: _____ (3-digit number on back of Visa/MasterCard)
Billing Zip Code: _____

I authorize Owner to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the event described above. I certify that I am an authorized user of the credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

Client Signature: _____ Date: _____

Please mail Wedding Agreement to:

Crooked Creek Ranch

Po Box 1359

Bastrop Tx 78602

We are not accepting Credit Cards at this time

500.00 Deposit