

HIDDEN RIVER RANCH WEDDING & EVENT CENTER

PLEASE PROVIDE THE FOLLOWING INFORMATION FOR THE EVENT:

Primary Contact: JANET PARKER
Address: 220 S PIERCE ST, BURNET
Phone: 512-756-5406
Email: jparker@burnetcountytxas.org

~~Name of Bride:~~ Burnet County Employee
~~Name of Groom:~~ Appreciation Banquet
Event Date: 12/4/2020
Event Planner: _____

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (this "Agreement") is entered into effective as of the 24th day of June (the "Effective Date"), by and between HRR Wedding and Events LLC, a Texas limited liability company ("HRR"), and all of the undersigned individual(s) (collectively referred to in this Agreement as "Client").

WHEREAS, HRR provides clients with the use of a wedding and event venue located at 10715 S. HWY 281 Lampasas, TX 76550 (the "Facility").

WHEREAS, Client desires to use the Facility on the event date stated above (the "Event Date"), and HRR desires to permit Client to use the Facility, in the Facility's condition and form as of the Event Date, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereby agree as follows:

1. **Incorporation of Recitals and Exhibits:** The parties acknowledge and agree the above recitals and all referenced exhibits and documents are incorporated herein.
2. **Use of Facility:** On the Event Date, and based on the schedule agreed to by the parties, HRR will permit Client to use the Facility.
3. **Compensation for Use of Facility:** In consideration for HRR permitting Client to use the Facility and for HRR making the Facility available, Client shall pay to HRR the compensation described on Exhibit A attached hereto, with such compensation due on the dates and in the manner described on Exhibit A. Failure by Client to make any payment on the date such payment is due will constitute a default of this Agreement by Client, and any such default by Client

will give HRR the right to immediately terminate the Agreement and retain any and all payments made by Client prior to the date of termination.

Client acknowledges and agrees that all of the payments described on Exhibit A are NON-REFUNDABLE, and all of the payments made by Client pursuant to this Agreement will not be refunded for any reason (including, without limitation, any cancellation of the Event by Client).

Client will be responsible for the payment of any applicable sales taxes and any and all other taxes relating to the use of the Facility pursuant to this Agreement, and all such taxes will be added to the final invoice.

The anticipated number of Client's guests is stated on Exhibit A. If the actual number of guests exceeds the anticipated number of guests, Client acknowledges and agrees the compensation amounts described on Exhibit A may be increased.

4. **Damage Deposit:** A damage deposit in the amount of \$500 (the "Damage Deposit") will be paid by Client to HRR (as a charge to a major credit card accepted by HRR) at least 30 days prior to the Event Date. Within 15 days following the Event, HRR will send to Client a written list of any damages at the Facility resulting from or relating to the Event, as well as the total amount due for such damages. HRR will apply the Damage Deposit against the amount due for any damages and any other charges incurred. Client agrees that if the damages and charges exceed the amount of the Damage Deposit, then Client will be liable for the excess amount. Client further agrees to pay HRR for all collection costs and attorneys fees relating to the enforcement of this Agreement and the collection of any amounts due under this Agreement. Further, if damages to the Facility by Client (or Client's guests, invitees, representatives, vendors, and contractors) prevent or interfere with subsequent scheduled event(s), Client will be responsible for any and all amounts arising from or relating in any way to the inability to have, or the interference with, the subsequent scheduled event(s), including, without limitation, lost profits and deposits. If no damages have occurred to the Facility or the surrounding property and Client has fully complied with all of Client's obligations and responsibilities under this Agreement, the Damage Deposit will be returned to Client in full.
5. **Time Frame of Event:** Subject to the terms of this Agreement, Client may use the Facility based on schedule described on Exhibit B attached hereto.
6. **Client Responsibility:**

(a) Client shall at all times use the Facility in a safe, careful, and reasonable manner, and Client shall ensure that all of Client's guests, invitees, representatives, vendors, and contractors at all times use the Facility in a safe,

careful, and reasonable manner. Client shall be fully responsible for any and all damages and liabilities that occur during the Event, regardless of whether such damages and liabilities are the result of accidents or intentional acts. Client further agrees to be fully responsible for any and all damages and liabilities caused by or resulting from any of Client's guests, invitees, or representatives and from any vendors or contractors hired or secured by Client or HRR.

(b) Client shall at all times fully comply with (i) all applicable laws, rules, and regulations and (ii) all rules and policies of HRR and the Facility. Client shall ensure that all of Client's guests, invitees, and representatives, and all of Client's vendors and contractors, at all times comply with (i) all applicable laws, rules, and regulations and (ii) all rules and policies of HRR and the Facility.

(c) Client shall at all times be present at the Facility during the Event.

(d) Client acknowledges and agrees that HRR, in HRR's sole discretion, has the right to refuse entry or service to any person or persons, and has the right to remove from the Facility any person or persons, that HRR deems to be acting in an unsafe, disturbing, improper, or inappropriate manner.

7. **Security:** Client shall at all times be fully responsible for the security and safety of Client, all of Client's guests, invitees, and representatives, and all vendors and contractors hired or secured by Client. Client is fully responsible for all costs and expenses of security officers and personnel for the Event. HRR may, after consultation with Client, determine the appropriate number of security officers and personnel for the Event.

8. **Specific Requirements Regarding Alcohol:**

(a) CLIENT ACKNOWLEDGES AND AGREES THAT, IN ACCORDANCE WITH APPLICABLE LAW, NO ONE UNDER THE AGE OF 21 MAY CONSUME OR TASTE ANY ALCOHOLIC BEVERAGE.

(b) Client agrees and warrants there will be no consumption of alcohol by any person under the age of 21 at the Event. Client shall monitor all serving and consumption of alcohol, and Client acknowledges and agrees Client is solely responsible and liable for any serving and consumption of any alcohol by any person at the Facility.

(c) Alcohol may be served only by caterers and other persons holding the necessary licenses and permits, and no other individual may serve alcohol at any time. Alcohol may be served from only the bar area of the Facility.

(d) If alcohol is allowed at the Event, only beer, wine, and pre-approved cocktails will be permitted. Shots, shooters, and other liquor drinks (except for the pre-approved cocktails) are NOT permitted. Further, energy drinks (including, without limitation, Red Bull, Monster, etc.) are NOT permitted.

9. **Specific Requirements Regarding Smoking and Tobacco Products:** Client acknowledges and agrees smoking and the use of tobacco products are NOT permitted at any indoor area of the Facility, and smoking and the use of tobacco products are permitted only in accordance with the rules and policies of HRR and the Facility. To the extent smoking is permissible (which would be only with respect to outdoor areas), Client shall ensure that all cigarette butts and other tobacco products and receptacles are disposed properly. Any failure by Client to fully comply with this Section will result in Client's immediate forfeiture of the entire Damage Deposit.
10. **Access to Facility:** Client acknowledges and agrees that the start time of the Event may be delayed for a reasonable period of time on the Event Date if necessary in the sole discretion of HRR.
11. **Children:** Client shall ensure that all children at the Event (a) will be appropriately supervised and accompanied by a parent or other supervising adult and (b) will not at any time be present in the kitchen or bar areas. Client acknowledges and agrees that Client will be fully responsible for any injury to, or damage caused by, any children at the Event.
12. **Cleanup Obligations:** Client shall be fully responsible for the immediate clean-up of the entire Facility following the Event. Client shall comply with the following instructions and directions relating to the clean-up of the Facility:
 - (a) *Event Barn:* Table trash, cups, plates, plastic ware, cake, food, decorations, etc. must be gathered and placed in proper receptacles. All cups and containers must be emptied into the sinks before being placed in the trash receptacles.
 - (b) *Chapel / Pavilion:* Trash, flowers, etc. must be gathered and placed in proper receptacles.
 - (c) *Groom Loft / Bridal Suite:* All trash must be placed in proper receptacles and all personal belongings will be gathered. HRR will not be responsible for any personal property or other belongings left at the Facility.
 - (d) *Restrooms:* Trash must be picked up from the bathroom floors and trash cans must be emptied.
 - (e) *Outdoor Areas / Pavilion Area / Patios / Courtyard:* Trash must be picked up from the outdoor areas, pavilion area, patios, and courtyard and

disposed in the proper receptacles (not in planters or flower beds).

(f) *Kitchen / Bar Area:* The kitchen must be left in the same condition following the Event as it was prior to the Event. Sinks, counters, tables, and bar equipment must be cleaned and all of Client's containers, bottles, cans, kegs, etc. must be removed from the Facility. Floors in the kitchen and bar area must be cleaned.

13. **Decorations and Celebration Materials:** Client shall not attach any decorations or other items to any walls, ceilings, existing wall decorations, woodwork, ceiling fixtures, or windows in any manner (including, without limitation, by use of nails, screws, pins, scotch tape, duct tape, staples, etc.) unless approved in advance by HRR. Client shall not make any alterations of any kind to the Facility unless approved in advance by HRR. The use of candles, centerpieces, and other decorations will be permitted only if approved in advance by HRR. Client shall not use or permit to be used any rice, confetti, or any other "celebration materials" at the Facility. Further, Client shall not use or permit to be used any fireworks at the Facility.
14. **Furniture:** Client shall not supply or use any furniture except as approved in advance by HRR. HRR will attempt to arrange furniture as requested by Client; however, HRR reserves the right to adjust furniture as necessary for safety reasons and other reasons in HRR's sole discretion.
15. **Use of Kitchen:** Client acknowledges and agrees the kitchen is a "warming or staging" kitchen only and shall not be used for the full preparation of any meals or food. Client's caterers and other vendors shall use only their own equipment, products, food, beverages, utensils, and other supplies. Client's caterers may use the Facility's proofing oven, refrigerator, and ice machine for service at the Event; provided such machinery and equipment is properly cleaned following the Event.
16. **Caterers, Vendors, and Contractors:** All of Client's caterers, vendors, and other contractors for the Event must be approved in advance by HRR. At least 30 days prior to the Event, Client shall provide to HRR proof of insurance and licensure for all of Client's caterers, vendors, and other contractors for the Event. HRR may refuse to allow any caterer, vendor, or other contractor to provide services at the Facility for any reason, in HRR's sole discretion.
17. **Insurance:** At least 30 days prior to the Event, Client shall provide to HRR proof of Client's liability insurance in such amounts and on such terms as determined to be appropriate by HRR, in HRR's sole discretion. Such insurance policy shall cover HRR as an additional insured party.
18. **Disclaimer of Warranties:** THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, HRR MAKES

NO GUARANTEE, REPRESENTATION, OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE FACILITY OR ANY OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. FURTHER, HRR SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, AND ALL WARRANTIES OF QUALITY, CONDITION, SUITABILITY, OR USE. CLIENT HEREBY WAIVES ANY AND ALL RIGHTS RELATING TO ANY SUCH GUARANTEES, REPRESENTATIONS, AND WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

19. **Limitation of Liability:** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HRR'S AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PARTY FOR ANY CLAIM, LOSS, OR DAMAGE ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT (OR THE FACILITY OR ANY OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT) SHALL NOT EXCEED THE TOTAL AMOUNT OF PAYMENTS MADE TO HRR FROM CLIENT PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AGREES THAT HRR WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS RESULTING FROM HRR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT (OR THE FACILITY OR ANY OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT), EVEN IF HRR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, REGARDLESS OF WHETHER UNDER A TORT CLAIM, BREACH OF CONTRACT CLAIM, STRICT LIABILITY CLAIM, OR ANY OTHER THEORY OF LIABILITY.
20. **Indemnification:** Each and every Client, jointly and severally, shall indemnify and hold harmless HRR and HRR's owners, members, managers, employees, agents, representatives, and affiliates (collectively the "Indemnified Parties") from and against any and all losses, damages, liabilities, claims, costs, and expenses (including, without limitation, attorneys' fees) incurred by or awarded against the Indemnified Parties arising from or relating in any way to (a) the negligent or wrongful conduct of Client, any guest, invitee, or representative of Client, or any vendor or contractor hired or secured by Client; (b) the breach or violation by Client of any provision of this Agreement (including, without limitation, the provisions of Section 8 of this Agreement); (c) any breach or violation by Client (or any guest, invitee, representative, vendor, or contractor of Client) of any applicable federal, state, or local law, rule, or regulation; (d) any breach or violation by Client (or any guest, invitee, representative, vendor, or contractor of Client) of any rule or policy of HRR or the Facility; or (e) any use of the Facility by Client (or any guest, invitee, representative, vendor, or contractor of Client). The parties acknowledge and

agree that the owner of the real property on which the Facility is located shall be considered an Indemnified Party for the purposes of this Agreement. This Section 18 shall survive the termination of this Agreement and shall survive the conclusion of the Event.

21. **Force Majeure:** HRR shall NOT be liable for failure to perform any of its obligations under this Agreement if such failure is caused by or the result of any act of God (including, without limitation, fire, flood, drought, tornado, earthquake, storm, hurricane, or other natural disaster), war, riot, state of emergency, crime, invasion, act of foreign enemies, hostilities, rebellion, revolution, insurrection, terrorism, government sanction, blockade, embargo, labor dispute, work stoppage, strike, lockout, interruption of electricity or power, or any other event, act, or occurrence beyond the control of HRR.
22. **Governing Law:** The parties agree that any dispute shall be subject to the laws of the State of Texas, and that any legal action shall be brought in Lampasas, Texas.
23. **Entire Agreement:** This Agreement, along with all of the exhibits, schedules, documents, certificates, and instruments referred to herein, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement.
24. **Severability:** If any provision or portion of this Agreement shall become invalid or unenforceable for any reason, there shall be deemed to be made such minor changes in such provision or portion as are necessary to make it valid or enforceable. The invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of the other provisions or portions hereof.
25. **Amendment:** No amendment to this Agreement shall be effective unless it is in writing and executed by a duly authorized representative of each party.
26. **Assignment:** This Agreement may not be assigned by any party without the prior written consent of the other party.
27. **Waiver of Compliance:** Except as otherwise provided in this Agreement, any breach by a party may only be waived by the other party in a written instrument signed by the waiving party. No waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other breach.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written. By signing below, the parties acknowledge and agree they have fully read this Agreement and agree to all of the terms of this Agreement.

HRR:

HRR Weddings and Events LLC,
a Texas limited liability company

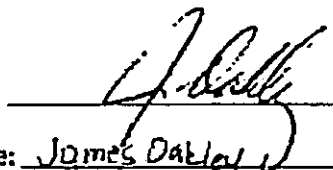
By: Hidden River Ranch

Date: 6/24/2020

Name: Taylor & Lauren Kelley

Title: owners

CLIENTS:

Signature: 

Date: 6 9 2020

Printed Name: James Oakley

Signature: _____

Date: _____

Printed Name: _____

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written. By signing below, the parties acknowledge and agree they have fully read this Agreement and agree to all of the terms of this Agreement.

HRR:

HRR Weddings and Events LLC,
a Texas limited liability company

By: _____

Date: _____

Name: _____

Title: _____

CLIENTS:

Signature: _____

Date: 6-9-2020

Printed Name: James Dakey

Signature: _____

Date: _____

Printed Name: _____

EXHIBIT A

Pricing and Payment Information

Facility availability and use rate: ~~\$\$\$4,500~~

To be paid as follows:

\$1,000

\$3,500

due upon execution of this agreement
balance due at least 90 days prior to the Event Date

"90"

Client's anticipated number of guests and attendees: _____

Maximum number of total guests and attendees permitted: 400

Damage Deposit amount: \$500

Method of payment (please check one and provide the necessary information):

☐ Check # _____ (made payable to HRR Weddings and Events LLC)

☐ Cash

☒ Credit Card (please complete the information below)

Card Type (only MasterCard and VISA accepted):

Name on Card: _____

Card Number: _____

Exp. Date: _____

Signature _____

Sec. Code: _____

Zip Code: _____

Date: _____

EXHIBIT A

Pricing and Payment Information

Facility availability and use rate: \$4,000

To be paid as follows:

\$1,000 down upon execution of this Agreement
\$1,000 balance due at least 90 days prior to the Event Date

90 *90* *90*

Client's anticipated number of guests and attendees: _____

Maximum number of total guests and attendees permitted: 300.

Damage Deposit amount: \$500

Method of payment (please check one and provide the necessary information):

☒ Check # _____ (made payable to HRR Weddings and Events LLC)

☐ Cash

☐ Credit Card (please complete the information below)

Card Type (only MasterCard and VISA accepted):

Name on Card: _____

Card Number: _____

Exp. Date: _____

Sec. Code: _____

Zip Code: _____

Signature: _____

Date: _____

EXHIBIT B

Event Schedule

Subject to the terms and conditions of this Agreement, Client may use the Facility based on the following schedule for the Event Date:

The permissible hours for the Event will be from 8am to 12am, which includes all time for setting up the Event, clean-up and take-down work, equipment removal, furniture and decoration removal, and all other work and activity relating to the Event.

All entertainment, musicians, DJs, performances, etc. must be finished before the time of 11pm on the Event Date.

The Event must be concluded before the time of 11pm on the Event Date.

All guests, invitees, and representatives of Client, and all vendors and contractors hired or secured by Client, must depart and vacate the Facility before the time of 12am on the Event Date.