



FACILITIES LEASE AGREEMENT TEAMBUILDING-SADDLECREEK

This agreement represents the complete understanding between Reunion Ranch, 850 CR 255, Georgetown, TX 78633 ("RR"), and the customer ("Customer"):

Name: Williamson County Tax Assessors/Collectors
Address: 904 S Main Street, Georgetown, TX 78626
Contact: Judy Kocian
Telephone: 512-943-1954
E-Mail: jkocian@wilco.org

RR agrees to provide exclusive use of its picnic facilities and services to Customer on **Monday, October 12th, 2020** between the hours of **10am and 2pm**. Customer expects **65** to be in attendance and guarantees that a minimum of **40** will be in attendance. Customer agrees to pay RR a flat fee of **\$1,995.00** for the minimum guaranteed attendance, plus **\$24.95** for each additional person over 3 years of age in attendance above the guarantee, excluding any additions initialed below. Customer agrees to provide RR with an updated guarantee of attendance at least five (5) days prior to the event. **Customer will be billed based upon the updated guarantee or the actual attendance, whichever is greater.**

Each ticket issued pursuant to this agreement will entitle its holder to the following:

- 1) One complete dinner, which will be served between the hours of **TBD**.
- 2) Soft drinks, tea and water.

In addition, at the Customer's option, which must be initialed by Customer if desired, RR will provide the following for an additional charge as noted below:

Description	Price per Person	Initials
1) <u>Breakfast Tacos</u>	<u>\$3.95</u>	
2) _____	<u>\$</u>	
3) _____	<u>\$</u>	

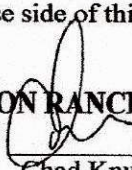
An initial non-refundable deposit of **\$1,000.00** must be paid to secure this reservation. The remaining balance will be billed to Customer at the conclusion of the teambuilding, and must be paid within thirty (30) days. A **7.50% sales tax (Customer is tax exempt)** will be added to all prices. For all credit card payments, a 2% courtesy fee will be added.

Customer has read and understands the terms and conditions on the reverse side of this page, which are incorporated as part of this agreement.

CUSTOMER:

By: Judge Bill Gravell Jr.
Name: Judge Bill Gravell Jr.
Title: County Judge
Date: Jun 30, 2020

REUNION RANCH (www.reunionranch1.com)

By: 
Name: Chad Knudsen
Title: Vice President of Sales
Date: 4-1-20 H-6-20

REMARKS: Please approve above and also initial on the back. Please return original to Reunion Ranch.
THANK YOU!!!

Terms and Conditions for Facilities Lease Agreement

Cancellation and Retainer of Deposit. Customer may cancel the reservation at any time by sending notice to Reunion Ranch in writing. Written cancellations will be effective upon the actual date of receipt by Reunion Ranch, or three days after the postmark date on the envelope, whichever is later. Reunion Ranch reserves the right to cancel the reservation if Reunion Ranch does not receive a required deposit by the due date. Upon cancellation, any deposits actually received by Reunion Ranch will be forfeited to Reunion Ranch, and any deposits that were due to Reunion Ranch prior to the date of cancellation, but were not actually received by Reunion Ranch, must be paid to Reunion Ranch. Customer agrees that the amounts of such deposits are reasonable estimates of the damages that Reunion Ranch will suffer in the event of cancellation.

By way of example, if the cancellation is effective 61 days prior to the event, then Reunion Ranch is entitled to retain only the \$1,000.00 initial deposit. However, if the cancellation is effective 60 days prior to the event, Reunion Ranch is entitled to retain the \$1,000.00 initial deposit, plus the second deposit.

Interest on Unpaid Amounts. Any unpaid deposits that Reunion Ranch is entitled to retain and any unpaid balance owed to Reunion Ranch will accrue interest at the rate of one and one-half percent (1½%) per month, or a maximum of 18% annually, if not paid within thirty (30) days of the due date.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Maximum Meal Count/Removal of Food. Reunion Ranch agrees to feed up to 110% of the guaranteed attendance, and any uneaten/unused food remains the property of Reunion Ranch and may not be removed from the premises. For example, if the guaranteed attendance is 100, and 130 persons actually attend, then only 110 of them will be served a meal. Similarly, if the guaranteed attendance is 100, and only 80 persons attend, the Customer may not take the 20 uneaten meals from the premises.

Alcoholic Beverages. No alcoholic beverages of any kind (including O'Doul's and other "near beers") may be brought to the premises by Customer. If Customer wishes for beer and/or wine to be served during the event, Customer may make special arrangements with Reunion Ranch to serve beer and/or wine for an additional charge. In such an event, Reunion Ranch reserves the right to refuse to serve beer or wine to anyone who is under 21 and/or does not have proof of age.

Venue of Dispute/Attorney's Fees. Customer agrees that this agreement has been executed in Williamson County, Texas, for services to be provided in Williamson County, Texas. In the event of a dispute concerning the services and facilities provided by Reunion Ranch herein, such a dispute will be governed exclusively by Texas law, and may only be filed in Williamson County, Texas. Moreover, the prevailing party in any dispute arising out of this agreement is entitled to recover its reasonable and necessary attorney's fees and costs from the non-prevailing party.

To the extent authorized under Texas Law ll

Indemnification of REUNION RANCH. IT IS SPECIFICALLY ACKNOWLEDGED BY CUSTOMER THAT THE RECREATIONAL ACTIVITIES CONTEMPLATED IN THIS AGREEMENT MAY BE HAZARDOUS AND MAY RESULT IN INJURIES TO CUSTOMER'S EMPLOYEES AND GUESTS. Customer therefore agrees to protect, defend, indemnify, and save REUNION RANCH, its officers, directors, agents, employees and contractors, harmless from and against all claims, demands, and causes of action of every kind and character without limit and without regard to the cause or causes thereof or the negligence of any party or parties, arising in connection here with in favor of Customer's employees and guests on account of bodily injury, death or damage to property. It is the intent of the parties hereto that all indemnity obligations and/or liabilities assumed by Customer under the terms of this agreement be without limit and without regard to the cause or causes thereof or the negligence of any party or parties, whether such negligence be sole, joint or concurrent, active or passive.

Responsibility for Equipment. An equipment inventory will be made available to Customer at the beginning of the event. Customer assumes responsibility for the loss, theft, or damage to any equipment provided to Customer's employees or guests.

Survivability. In the event that one or more provisions of this agreement are held to be unenforceable, such unenforceability shall not affect any of the remaining provisions of this agreement, which shall remain in force.

Photography. Reunion Ranch reserves the right to photograph or videotape the event to use for marketing purposes.

BG
BG

____ Customer initials

REUNION RANCH Initials

Ch

Agenda Item #22 6-30-20 (Reunion Ranch Agreement)

Final Audit Report

2020-06-30

Created:	2020-06-30
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-  Signed document emailed to becky.pruitt@wilco.org, Erica Smith (erica.smith@wilco.org), Thomas Skiles (blake.skiles@wilco.org), aschiele@wilco.org, and 1 more
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