

# BOHO BODARK BARN LLC

17360 County Road 566, Nevada, Texas 75173; Phone(573) 934-5442

## FACILITY RENTAL AGREEMENT

This Facility Rental Agreement ("Agreement") is made between Boho Bodark Barn LLC ("BBB") and \_\_\_\_\_ ("Client" for the rental of BBB's building (the "Facility") at the address set forth above. Client contact information is as follows:

Address:

\_\_\_\_\_  
\_\_\_\_\_

Telephone:

\_\_\_\_\_

Email:

\_\_\_\_\_

UNLESS AND UNTIL THIS AGREEMENT IS EXECUTED AND RETURNED BY CLIENT, BBB SHALL HAVE THE ABSOLUTE RIGHT TO RENT THE FACILITY TO ANOTHER PARTY FOR THE DATE SET FORTH BELOW.

### **EVENT INFO:**

#### **EVENT DESCRIPTION**

**EST. # OF GUESTS**

**EVENT START TIME** \_\_\_\_:\_\_\_\_.m.

**VENDOR MOVE** \_\_\_\_:\_\_\_\_.m.

**OUT**

### **TERM OF RENTAL:**

**EVENT DATE**

\_\_\_\_/\_\_\_\_/\_\_\_\_

**EVENT DAY**

**SET-UP TIME** \_\_\_\_:\_\_\_\_.m.

**EVENT END TIME** \_\_\_\_:\_\_\_\_.m.

*Any and all modifications to the term of rental including set up time MUST be accepted by BBB in writing. Verbal modifications, amendments and acceptance will not be considered valid.*

1

**All events**

**must end no later than 12:00 am (midnight)** All clean up must be done by noon sunday after your event. *Activities will be confined to the room or combination of rooms dedicated to the event under this Agreement.*

### **FACILITY RENTAL FEES AND TERMS:**

BBB RENTAL FEES

\$ \_\_\_\_\_

SECURITY OFFICERS

\$ \_\_\_\_\_

DAMAGE DEPOSIT

\$ 500.00

CLEANING FEE

\$ 500.00

SUBTOTAL FACILITY FEES

\$ \_\_\_\_\_

### **OPTIONAL FEES**

Horse-drawn carriage from \_\_\_\_\_ to Facility (\$500.00)

\$ \_\_\_\_\_

Beer burros (\$500.00 each)\$ \_\_\_\_\_

Alpaca photo booth (\$500.00)\$ \_\_\_\_\_

Prop rentals (listed on Exhibit "A")\$ \_\_\_\_\_

**TAX**\$ \_\_\_\_\_

REVIEWED & ACCEPTED \_\_\_\_\_ (Client Initials)

# BOHO BODARK BARN LLC

17360 County Road 566, Nevada, Texas 75173; Phone (573) 934-5442

TOTAL FACILITY FEES AND TAX\$ \_\_\_\_\_

## **BBB ROOM RENTAL INCLUDES THE FOLLOWING:**

- Use of the climate-controlled portion of the Facility, restrooms, outdoor gathering area, covered patio, and parking lot.
- A one-hour rehearsal is included and is scheduled based on availability. Rehearsal dates and times will be booked no sooner than 30 days prior to the event date. BBB reserves the right to change the scheduled rehearsal time if an event books for that time-period. Client would be notified immediately if such action is necessary.
- Use of the property for a one-hour photo session. Date and time of reservation will be based on availability. Client is responsible for all related photographer fees.
- In House Sound system, (speakers or microphones)
- Furniture located at the Facility
- **[List any other "included items"]**

**DAMAGE DEPOSIT; CLEANING FEE** *Payment of the Damage Deposit set forth above is included in the Total Facility Fees amount and is refundable, to be refunded no more than 30 days after the Event Date, less any damages to the Facility, surrounding property, parking lot, surrounding landscape or personal property located at the Facility. The Cleaning Fee set forth above is also refundable if Client cleans the Facility immediately following the event and no additional clean-up by BBB is required. The Damage Deposit and Cleaning Fee are not credited to the Facility Rental Fees set forth in this Agreement. **The Damage Deposit will first be applied to any charges for any damages described above, and Client shall remain liable for the cost of all damages in excess of the Damage Deposit.***

**SECURITY** *BBB requires the presence of Security officers at all events serving alcohol and at events with 50 or more guests. BBB reserves the right to determine the number of security officers required based on the number of event guests and the nature of the event. Security officers are scheduled from the event start time through the end of the event and tear down time. Client agrees that BBB will provide the security officer(s) to be present at the Client's event. The designated officer's word is final in all matters concerning security or decisions to terminate a function for any reason including, but not limited to, excessive noise, rowdiness, illegal activity, underage drinking or intoxication. **NO REFUND WILL BE GIVEN IF SUCH ACTION IS TAKEN.** The security officers have complete authority to have a guest remove, in their determination for the protection of persons at the event. **The rate for each security officer is \$50 per hour with a 5 hour minimum charge and the estimated charges for security officers for Client's event is set forth above.***

## **Deposits and Payment Terms**

*BBB requires receipt of a deposit of 25% of the estimated total Facility Fees set forth above are required to confirm Client's event, with an additional 25% of the estimated total due 30 days prior to the event date. All deposits are non-transferable and non-refundable, except as specifically provided herein regarding the Damage Deposit and Cleaning Fee. Payment of the balance of total estimated rental fees is due seven (7) days prior to Client's event date. Credit card, personal checks, cashier's*

REVIEWED & ACCEPTED \_\_\_\_\_ (Client Initials)

# BOHO BODARK BARN LLC

17360 County Road 566, Nevada, Texas 75173; Phone (573) 934-5442

checks, or bank checks are accepted. Checks shall be made payable to Boho Bodark Barn, LLC. Major credit cards accepted but will be subject to a 2.5% processing fee.

In the event the total cost of the event exceeds the total estimate, the difference will be due and payable within 3 business days after the date of the event. Should any payment not be received at the end of seven days, a 2.0% late charge will be assessed on the unpaid balance.

BBB reserves the right to cancel your event if payments are not received by the dates listed above. In the event BBB cancels the event for nonpayment of any installment, Client forfeits all amounts previously paid.

## Deposit Schedule

Upon Execution	\$____.00	25% Deposit (including Damage Deposit in total)
6 Months Prior to event date	\$____.00	25% Deposit
90 days prior to event date	\$____.00	25% Deposit
7 days prior to event date	\$____.00	Remaining Balance

**CANCELLATION** It is expressly agreed that each party will be relieved of its obligations under this Agreement in the event and to the extent the performance of this Agreement is delayed or prevented by any cause beyond its reasonable control, including, without limitation, acts of God, pandemic, or by fire, flood or natural disaster. In such cases deposits will be refundable or transferable to any event booked in the next 12 full calendar months. In the event Client cancels for any reason not listed above, a cancellation fee will be assessed based on your original total estimate.

<u>DATE CANCELLED</u>	<u>CANCELLATION FEE</u>
Cancelled more than 120 days prior	25 % OF TOTAL
Cancelled 91 to 119 days prior	50 % OF TOTAL
Cancelled 31 to 90 days prior	75% OF TOTAL
Cancelled less than 30 days prior	100% OF TOTAL

**Deposits received would be applied to the cancellation fee and would not be refunded.** Any additional balances would be due and payable net 7 days from cancellation. All cancellations must be in writing.

**THIRD PARTY BOOKINGS** At any time prior to Client's execution of this Agreement, if another person or organization requests Client's event date, BBB shall immediately notify Client and Client shall have the right of first refusal for two (2) business days to sign this Agreement, or BBB has the right to enter into an agreement with the other person organization.

## **PRE-EVENT PLANNING MEETING**

A minimum of three weeks prior to the event, Client, representatives of BBB will have an onsite meeting ("Site Visit") to review the plans for the event and the Facility guidelines. The Site Visit will include a discussion in detail of the plans for decoration, music, layout, placement of furniture, staffing levels, additional services, delivery, pick-up, and any other facet of the event affecting BBB.

REVIEWED & ACCEPTED \_\_\_\_\_ (Client Initials)

# BOHO BODARK BARN LLC

17360 County Road 566, Nevada, Texas 75173; Phone (573) 934-5442

## **DECORATIONS/PREMISES AND PROPERTY**

*All decorations must be approved in advance by BBB and must be removed immediately after the event by the Vendor Move Out time set forth above, unless other arrangements have been made in writing. No furniture or items that sit on the floor are allowed to be brought in without prior approval. BBB reserves the right to deny any equipment usage or activity that, in BBB's judgment, could damage the building or its contents.*

**Client may use the following items in the Facility:**

Silk Rose Petals for table decor only;  
Helium filled balloons;  
Flame proof/flame retardant decorative items; and  
Fresh or Silk Flowers.

**The following items are STRICTLY PROHIBITED in the Facility:**

Beer Kegs;  
Candles, combustible materials, sparklers or fireworks;  
Tinsel, confetti, glitter, hay, hay bales, sand, stickers or silly string;  
The throwing of Rose petals, potpourri, bird food or birdseed (including outside of the Facility);  
Gambling (does not apply to casino games for prizes) and loitering;  
Stapling, tacking or taping on any fixtures, walls, floors or any other area  
Weapons of any kind (Except those belonging to municipal or county Police Officers or other recognized police and public safety officers, Secret Service Agents or other representatives as required and necessary as designated by BBB);  
Smoking (including e-cigarettes)  
Illegal drugs  
Driving on the grass, for any reason  
No pets may be brought onto the premises  
No décor may be attached to any part of the building or furnishings without prior written approval from BBB.

**Client will be charged a minimum fee of \$500 for any prohibited item that is used inside or outside of the building.**

*BBB RESERVES THE RIGHT TO TERMINATE THE EVENT, WITHOUT REFUND OR REIMBURSEMENT TO THE CLIENT, IF THE FOREGOING GUIDELINES ARE NOT ADHERED TO.*

## **Removal of Items**

Client is responsible for removing from the premises all items brought in by Client, its vendors and guests. All floral and décor inside and outside the Facility should be removed including any flower petals on the aisle or outside walkways.

## **VENDOR RESTRICTIONS AND REQUIREMENTS**

*Client's vendors must adhere to BBB's entertainment policies outlined herein and may be required to supply BBB with a **certificate of insurance prior to event**.*

**ALCOHOL** Absolutely no underage drinking will be tolerated on the Facility. In compliance with the Texas Alcoholic Beverages Commission (TABC), alcohol may not be served to anyone under the age

REVIEWED & ACCEPTED \_\_\_\_\_ (Client Initials)

# BOHO BODARK BARN LLC

17360 County Road 566, Nevada, Texas 75173; Phone (573) 934-5442

of twenty-one years old or to anyone who appears to be intoxicated. Guests will be carded if their age is questionable, per TABC standards.

Alcoholic beverages may not be taken outside of or from Facility. Bartenders are not allowed to serve alcohol "shots" at the bar. In the event that Client is providing their own alcohol beverages, Client takes full liability and responsibility for intoxicated guests and their resulting actions including but not limited to accidents and death which are caused by intoxicated.

## **ENTERTAINMENT**

Client may contract with any DJ or Band.

Music is permitted only until **12AM (midnight)** and must adhere to OSHA standards regarding volume, in addition to any applicable local ordinance.

It is the band's and DJ's responsibility to ensure there is enough power in the Facility to accommodate their equipment needs.

BBB must approve all musical equipment before event date.

BBB will not be responsible for any loss or damage equipment brought in by an outside source (instruments, DJ equipment, etc.).

BBB reserves the right to stop the music completely if Client, any event Guest, DJ, or band fails to comply with the requirements, terms and conditions of this Agreement.

## **DELIVERIES**

No delivery will be accepted without pre-approval by BBB. All event deliveries must be scheduled in advance through BBB.

A complete list of Client's contracted vendors, with their contact information, is required to be submitted by Client to BBB no less than three weeks prior to the event date.

All deliveries must be made the day of the event unless other arrangements have been approved, in writing, by BBB.

BBB is not responsible for the contents of any delivery such as incorrect linens, flowers, etc.

BBB is not responsible for loss or damage of any property delivered to, stored or abandoned at or in the Facility.

**ADDITIONAL RENTAL AGREEMENT PROVISIONS** - *By executing this Agreement, Client agrees to the following:*

BBB is not responsible for day-of coordination or other such services. Event coordination packages are available, for which additional BBB fees do apply.

Client shall not use the Facility or property of BBB for any purpose, activity, or business other than what has been agreed upon in this Agreement or subsequent writing.

Client shall fully comply with all federal, state, local laws and ordinances, and the rules, regulations, and permit requirements of any police, fire, and health departments.

CLIENT HEREBY INDEMNIFIES AND HOLDS HARMLESS BBB AND ANY OF ITS AGENTS OR EMPLOYEES AGAINST ANY LIABILITY, LOSS, CLAIM, DEMAND, EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) OR SUIT ARISING OUT OF OR RELATING IN ANY WAY TO CLIENT'S RENTAL OF THE FACILITY, GUEST'S ACTIVITIES AT OR AROUND THE FACILITY, OR THE CLIENT'S CONTRACTING FOR THE SERVICE OF FOOD, ALCOHOL, OR OTHER BEVERAGES AT THE FACILITY.

BBB assumes no responsibility for any loss or damage to any property owned by Client, Client's guests, vendors for Client's event, or other parties either in the Facility or on the areas surrounding the Facility.

Client is responsible for any damage caused by event participants and guests. Damages, breakages,

REVIEWED & ACCEPTED \_\_\_\_\_ (Client Initials)

# BOHO BODARK BARN LLC

17360 County Road 566, Nevada, Texas 75173; Phone(573) 934-5442

or loss of any items in the Facility will be assessed and deducted from the Client's Damage Deposit. Client agrees to fully compensate BBB within three (3) business days of receipt of notice from BBB for any additional amounts due.

This Agreement may not be assigned or transferred by Client without the prior, express written consent of BBB. In the event of any breach or default by BBB or Client of their respective obligations under this Agreement, or because of any claim arising out of or relating to Client's rental and/or use of the Facility, it shall become necessary for the other to employ an attorney, the prevailing party shall be entitled to recover its reasonable attorney's fees, expenses, and costs of court incurred in such litigation.

This Agreement will terminate without liability to either party if substantial performance of BBB's obligation is prevented by a cause beyond that of BBB's reasonable control. Such causes include, but are not limited to, acts of God, regulations or orders of governmental authorities, pandemic, fire, flood, or explosion, war, disaster, civil disorder, strikes, lockouts, curtailments of transportation facilities, or threat thereof; or other emergency making it illegal or otherwise impossible to provide the Facility to hold the event.

## **SAFETY CONCERNS ON PREMISES**

Climbing on trees is prohibited. Guests shall not approach or touch any wildlife surrounding the Facility or domestic animals that are not part of the event. BBB does not accept any responsibility or liability for any injuries or harm which results from violations of the foregoing. Clients and Guests are responsible for the supervision and safety of children at the event.

The pool located at the Facility and the fenced pond adjacent to the Facility ARE OFF LIMITS AND SHALL NOT BE ENTERED INTO OR USED BY CLIENT OR CLIENT'S GUESTS AND VENDORS.

## **EMERGENCY CARE**

It is the policy of BBB that in the event of an injury or medical emergency, 911 will be called immediately. BBB will not accept responsibility for any costs or expenses related to or arising from the emergency call, including, without limitation, the cost of any medical care or emergency treatments.

## **PRIVACY POLICY**

BBB does not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in conducting our business, or servicing you, so long as those parties agree to keep this information confidential as required by law. BBB may also release your information when release is appropriate to comply with the law or protect ours or others' rights, property, or safety.

## **DAMAGES**

For the purposes of this Agreement, "damages" means physical damage to any part of the Facility or surrounding areas, personal injury to any person attending the Event, and other physical, financial, or personal damage sustained as a result of the Event. BBB reserves the right to file a claim and/or suit against Client for any damages sustained as a result of the event held by Client, including, but not limited to, damages caused by Client, their guests and/or any third parties providing services for Client (including, but not limited to, vendors, bands, DJs, emergency medical staff, police and fire departments), or otherwise directly or indirectly resulting from Client's event.

## **DISPUTE RESOLUTION; ARBITRATION**

Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this section, which shall be the sole and exclusive procedures for the

REVIEWED & ACCEPTED \_\_\_\_\_ (Client Initials)

# BOHO BODARK BARN LLC

17360 County Road 566, Nevada, Texas 75173; Phone(573) 934-5442

resolution of any such disputes. Pending resolution of any dispute, the Client shall not post, review, or comment about BBB on any public or social media website before and during the dispute resolution process set forth below.

**Negotiation between Parties.** BBB and Client, or claimant, shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between Client and a BBB representative, having the authority to settle the dispute on behalf of BBB. Either BBB or Client may give the other party to this Agreement written notice of any dispute not resolved in the normal course of business ("Dispute Notice"). Within fifteen (15) days after delivery of the Dispute Notice, the receiving party shall submit to the other a written response to the Dispute Notice. The Dispute Notice and response thereto shall include (a) a statement of the party's position and a summary of arguments supporting that position, and (b) the name and title of the person who will represent that party and of any other person who will accompany the person in a meeting to resolve the dispute. Within thirty (30) days after delivery of the initial Dispute Notice, the parties' representatives shall meet at a mutually agreed upon time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. However, requests for private information of other parties will not be made available. **All negotiations pursuant to this clause are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence.**

**Arbitration.** If the dispute has not been resolved by negotiation as provided above within forty-five (45) days after delivery of the Dispute Notice, or if the parties fail to meet within thirty (30) days after delivery of the Dispute Notice, then the dispute shall be settled by arbitration, to be determined by Judicial Arbitration and Mediation Services, Inc. in Dallas, Texas "JAMS") by a single arbitrator. All disputes shall be fully heard within sixty (60) days of filing a demand for arbitration, and no discovery shall be permitted in connection with such arbitration hearing. The cost of arbitration shall be split evenly between the parties. The failure to pay their portion of the arbitration fee by any party when due shall constitute a default by that party and, accordingly, JAMS should award the full amount of relief requested by the other party against the defaulting party. The prevailing party in such arbitration shall be entitled to recover all costs and expenses, including attorney fees, incurred with respect to such proceeding. The arbitrator shall determine all matters including jurisdiction and arbitrability and the Federal Arbitration Act shall apply.

## **WAIVER OF LIABILITY**

Client agrees to release, waive, discharge BBB or any service provider of BBB from any and all liabilities, claims, losses, demands, or causes of action (except in the event of gross negligence of BBB) that may arise from or be related to any loss, damage, accident, illness, or injury, Act of God, including death, which may be sustained by Client or Client's Guests while attending the Event at BBB. The Client agrees to further release, waive, discharge and covenant not to sue BBB from any liabilities, claims, losses, demands, or causes of action, except in the event of gross negligence of BBB, which may arise from or be related to any loss, damage, accident, illness, or injury, including death, which may be sustained as a result of any vendors or service providers to the Event.

## **NOTICES**

All notices permitted or required under this Agreement shall be given by overnight delivery service or certified mail, return receipt requested, delivered to the address set forth for the party on the first page of this Agreement. Notices may also be sent by e-mail, to the Client at the e-mail address provided in the introductory paragraph of this Agreement and to BBB at [reservations@hiddenecreek.com](mailto:reservations@hiddenecreek.com).

## **Sales Tax**

REVIEWED & ACCEPTED \_\_\_\_\_ (Client Initials)

# BOHO BODARK BARN LLC

17360 County Road 566, Nevada, Texas 75173; Phone (573) 934-5442

All services provided are subject to 8.25% sales tax. Tax Exempt Groups: Tax-exempt groups must provide a copy of a valid state sales tax exempt certificate prior to the event.

## **Signatures**

By Client's execution of this Contract, Client accepts as satisfactory all of the prices, specifications, terms and conditions set forth herein.

## **Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas and venue for any dispute arising under this Contract shall be in Collin County, Texas.

## **Entire Agreement; Modification**

This Agreement represents the entire agreement between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns. No modification or amendment to this Agreement shall be binding unless consented to in writing by both parties.

## **Signatures**

Acceptance of Proposal - The above prices, specifications, terms and conditions are satisfactory and hereby accepted.

Effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Client Name:

\_\_\_\_\_

Client

Signature \_\_\_\_\_

**\*Make checks payable to BBB. Please write date of event on check\***

BBB Representative \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_.

REVIEWED & ACCEPTED \_\_\_\_\_ (Client Initials)



## Facility Rental Agreement

### EXHIBIT "A" List of Rented Props

REVIEWED & ACCEPTED \_\_\_\_\_ (Client Initials)