

Gilbriar Gazebo & Gardens Event Contract

208 Danos Dr. Fredericksburg, TX 78624

This contract is made between:

FACILITY – Gilbriar, Inc. DBA Gilbriar Gazebo

CLIENT(S) -- _____

All reservations for private functions are made upon and subject to the rules and regulations of Gilbriar Gazebo and are subject to the terms and conditions described herein. It shall be the sole responsibility of CLIENT to completely inform their agents, employees and guests of their obligations under this Agreement.

ADMISSION & PROMOTION: CLIENT is responsible for all reservations and admissions to the event. CLIENT is also responsible for all marketing and promotion of the event. Gilbriar Gazebo must give final approval to all advertising pertaining to public events held at the Facility. Gilbriar Gazebo will appear in all publicity and the address shall be given as 208 Danos Dr., Fredericksburg, TX 78624.

ALCOHOLIC BEVERAGES: It is the sole responsibility of CLIENT to obey all applicable laws, including but not limited to prohibition of serving minors and intoxicated persons. All Texas Alcoholic Beverage Commission (TABC) laws must be followed while on the premises. All alcoholic beverage service must be handled by a TABC licensed bartender. No self-service of alcohol of any type. Bartenders are prohibited from serving drinks as ‘neat’, ‘straight’ or ‘shots’. Any person under the age of 21 will not be served alcohol under any circumstances. Valid identification is required for guests of a questionable age. Alcohol only events will not be permitted on Gilbriar Gazebo property. No alcoholic beverages may be brought in or taken out of the premises by CLIENT or guests. All service staff is required by law to refuse service to any guest who appears to be intoxicated. Violation of these rules can result in the offender being removed from the event. By signing this agreement, CLIENT acknowledges Gilbriar, Inc. is not liable for persons consuming alcoholic beverages.

CANCELLATION: There are no refunds for cancelations. Cancelations must be made in writing. Cancelations not made before 60 days prior to the event will be billed for contract balance.

CLEAN UP: All trash and decorations must be removed by CLIENT/Contactor within the period of this agreement. The Facility, including the grounds, must be left in its pre-event condition. ALL DISPOSABLE ITEMS INCLUDING PLATES, FLATWARE, CUPS, ETC. MUST BE COMPOSTABLE. Gilbriar Gazebo is not responsible for any items left behind or lost by CLIENT or guests.

DAMAGE DEPOSIT: Included with the final payment, or at least 60 days prior to the event, CLIENT is required add an additional \$1,000 as a damage deposit. This amount will be refunded if not used to cure: damages to the property, extraordinary maintenance, repairs or missing items. Amounts in excess of the Damage Deposit will be billed to the CLIENT. Gilbriar Gazebo will provide details of the charges against the Deposit. Failure to pay additional costs may result in litigation. Refund will be mailed to client's address on file within 30 days after the event.

DECORATIONS: Gilbriar Gazebo must approve all decorations. Decorations may be attached with command strips. No staples, nails, screws, tacks or tape of any kind may be used to attach decorations. Specifically note that all types of tape will ruin a polished concrete floor. No paint may be applied. No sand, cornmeal, silly string, balloons, bubbles, hay or fake flower petals may be used. No sparklers or real candles may be used, but battery operated candles are permitted. For send offs (exterior use only) we allow natural flower petals, bubbles and streamers on sticks. We do not allow rice, birdseed, glitter, confetti, sparklers or fake flower petals.

ENTERTAINMENT: All entertainment, for any type of production, including but not limited to sound, lighting, staging, and crew must be approved in advance by Gilbriar Gazebo.

EQUIPMENT: CLIENT agrees Gilbriar, Inc. shall not be required to provide any equipment not listed. CLIENT shall be solely responsible for obtaining any needed additional equipment and for any damage that may occur to such equipment. In signing this Agreement, CLIENT accepts all equipment and/or physical limitations of the Facility.

Both parties agree that the Facility will be delivered by Gilbriar, Inc. to CLIENT in its "as is" condition. CLIENT agrees that taking possession of the Facility shall be conclusive evidence that the Facility Space is in the condition agreed upon herein.

HAZARDOUS MATERIALS: CLIENT shall not cause or permit the storage, use, generation, or disposition of any Hazardous Materials (as hereinafter defined) at the Facility. CLIENT agrees to indemnify, defend, and hold harmless Gilbriar, Inc. from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with CLIENT'S violation of this provision. CLIENT'S obligations and liabilities under this Section shall survive the expiration or termination of this agreement. For purposes in this Agreement, the term Hazardous Materials' means any explosives, fireworks, guns, radioactive materials, acids or any other hazardous substances. FIREARMS ARE NOT PERMITTED except those carried by professional security personal hired for the event.

IMPOSSIBILITY: The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party - such as acts of god, war, acts of terrorism, government regulations, natural or man-made disaster, strikes or civil disorder - to the extent that such circumstance makes it illegal or impossible for the facility to

provide, or for groups in general to use, the property's meeting rooms. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

INSPECTION & LIABILITY: A Gilbriar, Inc. representative will attend and monitor all private functions. Gilbriar, Inc. does not, and will not, assume liability for (1) any personal property or equipment brought onto the property by CLIENT, CLIENT'S guests or invitees, or (2) any injury to CLIENT, CLIENT'S guests or invitees. CLIENT HEREBY INDEMNIFIES, DEFENDS, AND HOLDS GILBRIAR GAZEBO, PAULA D STONE and GILBRIAR, INC. HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES BY ANY PARTY, INCLUDING GUESTS OF USER ARISING OUT OF ANY SUCH EVENT.

Accidents must be immediately reported to the attending representative of Gilbriar Gazebo. A written report of the accident must be submitted to Gilbriar, Inc. at the facility address within 24 hours. CLIENT agrees to immediately deliver to Gilbriar, Inc. at the facility address, any and all legal documents relating to claims or proceedings arising out of any accident involving the Facility. CLIENT shall not aid any claimant but shall cooperate fully with Gilbriar, Inc. in manners connected with any claims or suits.

CLIENT AGREES THAT AS PART OF THE TERMS OF THIS AGREEMENT, CLIENT ON BEHALF OF HIMSELF/ HERSELF/ ITSELF AND HIS/ HER/ ITS GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES AGREES TO INDEMNIFY AND HOLD HARMLESS GILBRIAR GAZEBO, AND GILBRIAR, INC. AND ITS OWNERS, OFFICERS, REPRESENTATIVES, AND EMPLOYEES FROM ANY AND ALL DAMAGES OR LIABILITY ARISING IN CONNECTION WITH OR RELATED TO RENTAL OF THE FACILITY EXCEPT WHERE SUCH DAMAGES ARE CAUSED SOLELY BY GILBRIAR GAZEBO OR GILBRIAR, INC.

INSURANCE: CLIENT shall obtain general liability insurance covering the day(s) of the event in the minimum amount of \$1,000,000 (one million dollars). A certificate of insurance and a policy endorsement naming Gilbriar Gazebo as an additional insured on the policy shall be provided to Gilbriar Gazebo at least one week before the day of the event. Event day insurance is available through www.wedsafe.com or user's insurance broker. All Vendors working at Gilbriar Gazebo shall carry and maintain in full force and effect while working at Gilbriar Gazebo workers compensation insurance, general liability insurance and policy endorsement naming Gilbriar Gazebo as an additional insured showing the required insurance is in place.

MISCELLANEOUS: This Agreement shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties created by this Agreement are performable in Gillespie County, Texas. If this agreement is signed in the name of a corporation, partnership,

association, club, or society, the person signing represents and warrants to Gilbriar Gazebo that he/she has the authority to bind such an entity and that such party will be personally liable for the faithful performance of this contract. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the effective date of this Lease, and dully executed by the parties hereto. CLIENT AGREES BY HIS/HER SIGNATURE ON THE FACE HERE OF THAT HE/SHE HAS READ AND IS AWARE OF THE TERMS AND CONDITIONS CONCERNING THE USE OF THE FACILITY AND ACCEPTS FULL RESPONSIBILITY HEREIN.

NON-TRANSFERABILITY: Facility rentals made to a particular CLIENT are made exclusively for that CLIENT. CLIENT shall not have the right to assign its rights or obligations under this Agreement without prior written consent of Gilbriar Gazebo. If the CLIENT relinquishes a date, that date reverts to Gilbriar Gazebo for the scheduling of a new event.

PARKING: Parking at designated areas only. Adherence to traffic flow indicated by property signage is strictly enforced. Gilbriar Gazebo is not responsible for theft or damage to any vehicle, or possessions therein, during, prior, or after the event. Any transportation services, including valet parking, will be at the expense of the CLIENT.

PAYMENT TERMS: A NON-REFUNDABLE payment of one third the total price is due at the time of contract signing to secure an event date. The balance of the contract must be paid in full 60 days prior to event. Contract balance will not be refunded due to cancelation.

PLANNER: Gilbriar Gazebo STRONGLY suggests that CLIENT utilize the services of a professional wedding/party planner, as facility management DOES NOT INCLUDE management of the event, vendors, time schedule or the flow of the event including guests arrival, cake, flowers, decorations, photographers, DJ, caterers, etc.,

RESERVATIONS: Gilbriar Gazebo reserves the right to refuse any and all applications. Reservations will be confirmed only upon receipt of the required deposit and signed contract.

SAFETY: A representative of Gilbriar Gazebo shall have the right to enter the Facility at any time during its use by CLIENT. CLIENT, or a guest or any other person under the CLIENT'S control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on the property. CLIENT shall be responsible for the enforcement of all Gilbriar Gazebo facility policies during the period of use. CLIENT is responsible for the conduct and behavior of the group using the facility.

SECURITY: Events with fewer than 100 guests require one law enforcement officer. Events with 100+ guests require two law enforcement officers.

SETUP: Gilbriar Gazebo reserves the right to make adjustments or changes in any setup arrangements for safety requirements. CLIENT may not physically alter anything in the facility. Any electrical extension cords, all decorations and any signage must be approved by Gilbriar Gazebo PRIOR TO INSTALLATION.

SMOKING: Gilbriar Gazebo is a NO SMOKING VENUE. Smoking is permitted in the designated outdoor area only. Violators will be asked to leave.

TERMINATION/DAMAGES: Should CLIENT be found in violation of any of the provisions of this Rental Agreement, Gilbriar Gazebo shall have the option, at its sole discretion to terminate the Agreement and CLIENT will forfeit all payments made previously to Gilbriar Gazebo and shall remain liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs.

If CLIENT fails to remove personal belongings or event items from the Facility within period of this agreement, Gilbriar Gazebo may dispose of said items at will.

Gilbriar Gazebo staff will inspect for damages and trash removal after the event. Client is welcome to attend this inspection. Incomplete trash removal will be billed at \$250. Damage to the facility or equipment shall be paid in full by the person or group signing this Agreement. CLIENT shall be responsible for damages to the building, furniture, gardens and equipment caused by the CLIENT or anyone associated with the CLIENT'S use of the facility.

In addition to anything else provided herein, CLIENT expressly agrees to pay Gilbriar Gazebo on demand:

1. Any fine or legal violation, including administrative fees, against CLIENT during the term of this Agreement, or against Gilbriar Gazebo to the extent arising out of or relating to the renting of the Facility to CLIENT.
2. All expenses incurred by Gilbriar Gazebo in connection with the collection of monies due Gilbriar Gazebo pursuant to this Agreement or in enforcing any term or condition of this Agreement, including all attorney's fees, administrative fees and costs.
3. All costs of repairing any damage to the Facility
4. \$50/hour cleaning fee for excessive messiness, beyond normal after-party conditions

The rights and remedies provided in this agreement are cumulative and the use of any one right or remedy by Gilbriar Gazebo shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

For questions please call Paula Stone at 210-393-7351 or see website at www.Gilbriar.com

Event date(s) _____ Time _____

Total Rental Fee _____

Deposit amount _____ Paid _____ Balance due _____ Paid _____

Client name(s) _____

Mailing address _____

Phone hers _____ his _____

Email address hers _____

Email address planner _____

Signatures:

Financially Responsible Party _____

Print name here _____ date _____

Facility Owner _____ date _____

We look forward to hosting your special day