

Fountains of Lockhart

Rental Agreement

This agreement is made this date _____ by and between **Fountains of Lockhart** properties, a dba (**Licensor**) and _____, hereby known as the (**Licensee**). Upon the terms and conditions herein, the parties agree as follows:

1. **Premises:** The Licensor hereby grants to the Licensee the right to use portions of said property located at 10450 S US HWY 183, Lockhart, TX 78644, Caldwell County (known as "**Fountains of Lockhart**") wedding/reception and event hall as set forth below (the **Premises**).
2. **Terms:** This agreement shall be for a term commencing at ____ o'clock ____ on the ____ day of _____, _____, and terminating at ____ o'clock ____ for a total of _____ numbers of guests. **Event Type:** _____.
3. **Contract:** Fountains of Lockhart has no commitment to the Licensee whatsoever until there is a signed contract by both parties and a deposit is received. **No** oral agreements and **no** transferring of contract are allowed unless agreed to in writing by Fountains of Lockhart. Licensee will incur additional charges if damages exceed the deposit amount.
4. **Fee/Payment and Deposits:** Licensee hereby covenants and agrees to pay to the Licensor, **Fountains of Lockhart at 10450 S US HWY 183, Lockhart, Texas 78644**, for use of the Premises, in accordance with the below rules and charges:

- **Method of payment accepted:** Cash, Debit Card, Visa, MC or Discoverer.
- Weddings and receptions are normally for **9** hours (**3** hours for decorations and for the bridal party to get ready, **5** hours for event and **1** hour for removal of personal items and to vacate premises). Additional hours will be **\$100.00** per hour.
- Thermostats will be controlled by a staff member of Fountains of Lockhart. All exceptions to be authorized by a staff member only. We will ensure that the temperature is comfortable for your guests.
- All fees/charges for Weddings/Receptions to be paid in 60 day intervals (at a minimum) and final payment to be paid 60 days prior to wedding/reception.

Initial by Licensee _____

- **Cancellation Policy:** If you cancel within 30 days of signed rental agreement all fees/charges paid will be refunded except the deposit. Deposits will be refunded if agreement canceled within 72 hours or within 30 days after event if no other charges are incurred, such as, damages. Otherwise deposits and any other fees/charges will only be refunded in extenuating circumstances at the discretion of Fountains of Lockhart.

- 5. **Licensee Access:** During the term in this agreement, Licensee shall have access to and the right to use the one story building, adjoining patio and courtyard on the Premises. Licensee **shall not** have the rights to use or have access to any other facilities/buildings on the Premises other than those specified above.

- 6. **No Defacing of Premises:** Licensee is responsible for leaving the Premises in a state of good repair and in a sanitary condition equivalent to the condition of the Premises immediately prior to the Licensee's use thereof. If damages exceed the amount of security deposit, Licensor has the right to pursue legal remedies thru the courts if the damages are not satisfied within 24 hours of termination of this agreement. Licensee **will not** cause or allow guests to cause or permit any nails or other objects to be driven into any portion of the Premises, nor cause or permit any changes, alterations, painting or staining that would/could damage/change the finish of any part of the Premises or the furnishings, equipment or fixtures of the Premises.

- 7. **Alcoholic Beverage Consumption:** Consumption of alcohol is only permitted in the main building, patio and courtyard at rear of building. Consumption is **strictly prohibited** in the parking lot and anywhere else on the Premises. If Licensee does not use a TABC licensed bartender, Licensee accepts full responsibility for all alcohol related incidents. If a TABC licensed bartender is serving the alcohol, he must show his/her license to Licensor prior to serving alcohol and he/she accepts full responsibility for any alcohol related incidents. Alcohol is prohibited by law and Fountains of Lockhart to be served to minors. Alcohol will not be sold on the Premises under any circumstances without having at least a one day temporary permit issued by TABC. Security will be required when alcohol is consumed on the Premises. Alcohol shall not be sold on the Premises under any circumstances without having at least a one day temporary liquor permit that is issued by TABC.

- 8. **Damages/Indemnity:** The Licensee agrees to return any and all used portions of Fountains of Lockhart properties to include the grounds in the same condition in which received. The Licensee will be responsible for any damage or injury to their guests, Band, DJ, Caterers, or its agents, employees or property sustained from any cause prior to, during or subsequent to the period covered by this agreement. The Licensor shall not

Initial by Licensee_____

be liable to the Licensee and/or their guests for any damage, loss or expenses of any kind sustained by the Licensee as a result of vandalism or malicious mischief. Licensee has the option to contact the Licensor to schedule a pre-event and post-event walk thru of the Premises in order to establish the condition of the Premises. The Licensor is and will not be responsible for anyone getting hurt on the Premises.

9. **Observance:** Licensee shall comply with all laws of the United States, and the State of Texas, municipal and all other applicable laws, and will obtain and pay for all necessary permits and licenses required by such laws. Licensee will not do anything on the Premises during the term of this agreement which would be in violation of any such laws, ordinances, rules or requirements.
10. **Applicability of Rules:** Licensee agrees to abide by the rules as agreed in connection with its use of the Premises. Any exceptions to the rules must be agreed upon by the Licensor in writing.
11. **Attorney's Fees:** In the event the Licensor requires the service of an attorney to pursue any of the remedies available under this Agreement against the Licensee, including the filing of a lawsuit and Licensee is determined by a court or competent jurisdiction to be in default hereunder, the Licensee shall pay all costs and expenses, including, but not limited to, reasonable attorney's fees, included by the Licensor in the enforcement of this Agreement.
12. **Amendments/Transfers/Sub-Leases:** No amendments/transfers/sub-leases or changes to this Agreement shall be effective unless it is in writing and signed by Licensor and Licensee.
13. **Notices:** Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested to Licensor at Fountains of Lockhart, PO Box 10579, Killeen, TX 76547 and to the Licensee at the address appearing below and shall be deemed received as of the date of actual receipt.
14. **Contractors:** It is the responsibility of the Licensee to inform any and all contractors (including decorators, planners, etc.) of this agreement. Licensee is responsible to give the applicable rules to all contractors. Licensee is responsible for the actions of all contractors hired by them.

Initial by Licensee_____

15. **Birdseed/Confetti/Glitter/Bubbles:** The use, display or throwing, etc of these items is prohibited inside any part of the main building of the Premises. Confetti is allowed to be placed on the tablecloths, but you must shake the confetti off inside of trash cans, **not** on the floor or grounds.
16. **Candles and Wax:** Lighted candles and wax is prohibited from being placed on tablecloths. Candles may be used for decoration if not lighted or must be placed in an enclosed device if lighted. Damaged tablecloths require a damage fee of **\$25.00 each**.
17. **Handicapped Access:** Licensors main entrance and restrooms are handicapped accessible.
18. **SMOKING:** Smoking is **not** authorized inside the main building, but is allowed on the patio. All cigarette/cigar butts must be placed in the sand filled containers provided.
19. **Sparklers/Fireworks:** The use of sparklers/fireworks of any kind is **not** authorized at any time on any portion of the Premises.
20. **Smokers/BBQ Pits:** They are allowed on a case by case basis on approval of Licensor. If allowed, all safety precautions will be adhered to. A fire extinguisher of approved type will be on hand and fully charged within 25 feet and a drip pan will be placed under smokers/BBQ pits to catch drippings. Grease will not be poured onto any part of the Premises grounds.
21. **Tables:** Any and all tables will be covered with a tablecloth to ensure health and sanitary measures are met for any and all persons at all times.
22. **Tapes/Adhesives/Fasteners:** Only clear or decorator tape may be used on the floor surface. **No** Duct tape on anything is allowed. **No** nails, tacks or other types of perforation devices are allowed to be used on the Premises. Any damages and/or repairs from the use of any of these items will be assessed to the Licensee.
23. **Trash:** All excess and bulk trash will be placed in the provided trash containers and/or dumpster.
24. **Garden/Gazebo/Patio:** Licensor will set up and take down tables and/or chairs needed for these areas.

Initial by Licensee_____

- 25. **DJs & Bands:** Ensure that equipment is not dropped or dragged across the tile or wood floors so as not to damage them. Any damages are the responsibility of the Licensee.
- 26. **Rentals:** All rentals of any kind must be picked up within 1 hour after the event is over unless approved in advance by the Licensor.
- 27. **Beer Kegs:** The containers **must not leak** and must not be dragged across the floors.
- 28. **Alcohol Use:** Any and all alcohol served must be done in compliance with **TBAC**.
- 29. **Children:** They must be supervised at all times to ensure their safety and to prevent any damage to the Premises from their misadventures.
- 30. **Catering Menu:** See Menu addendum.
- 31. **Prices:** See Price addendum.

Emergencies: If a staff member of Fountains of Lockhart is not on the Premises in the event of an emergency, call Tom at **254-290-4990** or if the emergency requires immediate professional help, call **911** and then call Tom. An alt. person is David at **512-634-7781**.

Signed this date_____

Licensor

Fountains of Lockhart

10450 S. US Hwy 183

Lockhart, Texas 78644

254-290-4990

fountainsoflockhart@gmail.com

Thomas C. or Hermelinda Sandifer

Licensee

Name:_____

Address_____

Phone_____

Email_____

Mailing Address: Fountains of Lockhart, Attn: Tom Sandifer, PO Box 10579, Killeen, TX 76547

Initial by Licensee_____