

**El Camino Real River Crossing Events Center
Rental Agreement**

This is a Rental Agreement between the El Camino Real River Events Center and Renter(s), the parties, as defined below. This document constitutes as an agreement for the rental and use of the property managed by El Camino Real River Crossing Events Center. Regarding all terms and conditions of use, the undersigned parties agree to the following and all other provided documentation of agreements pertaining to their individual event(s):

Parties

El Camino Real River Crossing Events Center
POBOX 1222
1919 CR 429
Rockdale, TX 76567
(737) 366-1123
Elcaminoalrivercrossincec@yahoo.com

Renter MAIN CONTACT: _____

Address: _____
 Number/Street/POBOX City State Zip

Phone (1): _____ Phone (2): _____

email: _____

Renter SECOND CONTACT: _____

Address: _____
 Number/Street/POBOX City State Zip

Phone (1): _____ Phone (2): _____

email: _____

Overnight Guest Information

Number of Adults: _____ Number of Children: _____ Age(s) of Child(ren): _____

Event Information

Type of event: _____

Date of event: _____

Number of days rental needed: _____

Projected date for set up: _____

Projected date for event: _____

Projected date for clean up: _____

Projected # guest for event building use: _____

Projected # guest for home use: _____

Projected date guest house use arrival/set up _____

Projected date guest house departure/clean up: _____

Terms and Conditions

_____ Save the Date Deposit

Due day of reservation, Save the Date deposit is required to successfully confirm, hold, and reserve the venue. Save the Date deposit is 50% of the rental rate total and is non-refundable.

_____ Payment Schedule

Due 120 calendar days prior to Event Date, second venue payment, the amount is 25% of the original rental rate total. If late fee applies, include the amount in payment (see *Late Payments*).

Due 60 calendar days prior to Event Date, final payment (the remaining amount of the original rental rate total), *Incidentals and Damage Deposit*, and mandatory cleaning fee (see *Cleaning Fee and Clean Up*). If late fee applies, include the amount in payment (see *Late Payments*).

_____ Late Payments

There is a 5-day grace period for late payments with a late fee of \$50 per day. If Renter(s) exceeds the 5-day grace period or does not include late payment fee in either applicable payment (s), this will be considered breach of contract and default on the Renter(s) part. Resulting in cancellation.

_____ Incidentals and Damage Deposit

Due 60 calendar days prior to the Event Date is the refundable *Incidentals and Damage Deposit* of \$500. This amount is refundable if Renter(s) does not neglect any terms and conditions of contract and adheres to the *Rules & Guidelines for Home and Venue*. If Renter(s) properly cancels this agreement, the *Incidentals and Damage Deposit* will be returned (see *Cancellations*). If approved for refund, the amount will be returned to Renter(s) within 30 days post event date.

For damage, renter(s) accepts all financial responsibility to impaired and/or stolen property. The venue will not be liable for any damage to persons or property from insects, wildlife, nature, pond, river, furnishings, appliances, or any acts of God. Damage to the facility or equipment shall be paid for in full by the person/group signing this agreement. Renter(s) is responsible for damages to the building, furniture and equipment caused by the Renter(s) or anyone associated with Renter(s) use of building.

_____ Methods of Payments & Non-Sufficient Funds (NSF)

All payments shall be made using money order, bank certified cashier's check, credit card, cash or CashApp. Other payments options are available upon request at owners approval. Renter(s) understands that venue rental amount will be adjusted for Renter(s) to cover all processing fees and charges for payment transactions. All items shall be made payable to "El Camino Real River Crossing Events Center" and submitted to the POBOX address listed above.

Renter(s) is responsible for each NSF returned check fee of \$40 due no later than 60 calendar days prior to the event date. If final payment defaults, this will result in automatic cancellation (see *Late Payments*). If making the payment within the 5-day grace period, the late payment fee must be included in the final payment transaction to avoid cancellation (see *Late Payments*).

_____ Overage fees

A \$40 fee will apply for every 15 minutes the event extends past the event end time. To avoid additional charges, we recommend Renter(s) allow 45 minutes for breakdown time. Use of venue beyond the event end time may be granted at the rate of \$125 per hour. Each additional hour is billed as a whole hour regardless of actual minutes used.

_____ Cancellations

If needed, due 60 days prior to Event Date, proper cancellation must be submitted. Please refer to the Rental Packet on the website and please fill out the provided *Cancellation* letter. No refunds for any transactions made prior to cancellation. If Renter(s) cancels outside this window, rental rate total is still expected to be paid in full. Failure to make payment will result in billing. This is intended to protect the Owner from loss of business.

_____ Vendors and Contractors

Due 60 calendar days prior to Event Date, all vendors and contractors must email a *Vendor Promissory Note/Waiver* attached with required proof of insurances. This document is the vendors and contractors' agreement that the venue will not be held liable for any reason over vendor and contractor property, equipment, or for personal injury/harm. If applicable, it also needs to state appropriate liability insurance has been purchased and proof of this submitted with this document. Lastly, it needs to state that vendors and contractors will respect the venue and all its natural environment and agree to meet standards set forth by the venue. If not submitted on time, Renter(s) understands this a limitation for the event resulting in businesses unauthorized to perform at the venue.

_____ Insurance

Due 60 calendar days prior to the event date, proof of event and/or alcohol insurance. Renter(s) must obtain and provide proof of event insurance (mandatory) and alcohol insurance (if needed) throughout the term of the event. The insurance must be a \$1 million general liability, listing the venue as the additionally insured for the duration of the event (including set up and breakdown) under "1919 CR 429, Rockdale, Texas 76567," NOT the venue titled name. Two event insurances we suggest are Wedsure & Wedsafe.

_____ Specialty Events

The Owner has the sole discretion to approve or deny a Specialty Event. If approved there may be additional fees and expectations of the responsible party based off needs of the event. Any additional fees and expectations will be drawn up in a separate agreement and attached to this binding contract.

If this is a vendor only related event such as a Trade Show or Farmers Market and the proposal has been approved by the Owner, the Organizer will need to submit the agreed Save the Date reservation amount and arrange for each vendor to pay Owner a set-up fee. A vendor contract will be drawn for the Organizer to provide each vendor to fill out and submit by agreed date for Owner to review. Time is of the essence for a Specialty Event, it is highly recommended to make sure all vendors are on board before proceeding with a proposal to the Owner.

_____Outdoor Activities

For the safety of guests and prevent damage of grounds, if inclement weather is forecasted no outdoor activities will be allowed. The following is expected and understood:

Due 120 calendar days prior to the Event Date, a drawing of projected locations for event on exterior property, activities, and power sources (if needed). Ultimately, Owner deems location placing of plans and power sources in accordance with trees, river, wildlife, and attendees' safety.

Due 60 calendar days prior to the Event Date, *Vendor Promissory Note/Waiver* signed and submitted from the Renter(s) and/or vendor(s) agreeing to protect the natural environment of venue and releasing the venue of all liabilities.

Due 60 calendar days prior to the Event Date is the power source plans with picture drawing of planned outdoor power use. The venue reserves the right to limit the number of attendees in any designated space and always requires adult supervision of children.

30 days post Event Date, the possibility of additional costs billed to the Renter(s) for clean-up and/or restoration of the grounds that *Incidentals and Damage Deposit* could not cover.

_____Access to Property, Deliveries, and Renter(s) Responsibilities

On the first day of rental agreement property gates open at 9 a.m. It is the Renter(s) responsibility to sign for all deliveries, coordinate with vendors, etc. The venue will NOT sign or accept deliveries under any circumstance and will NOT be responsible for personnel items.

It is the Renter(s) responsibility to inform vendors of essential information such as required documents for vendor(s) to conduct business at the venue, a copy of the *Rules & Guidelines for Home and Venue*, set up and break down day/time, and anything else that pertains to them.

_____Alcoholic Beverages

Due 60 calendar days prior to the Event Date, bartenders must submit a *Vendor Promissory Note/Waiver* as described under *Vendors and Contractors*. It is the responsibility of the Renter(s) to obey all applicable TABC laws. Owner does not carry a liquor license; therefore, no alcohol may be sold on the premises. Serving of all alcoholic beverages must be handled by an approved licensed and insured vendor. The venue is not liable for injuries and/or accidents of any kind on or off the premises related to persons consuming alcoholic beverages.

_____Security

Due 60 calendar days prior to the Event Date, if the Renter(s) is serving alcohol, a professional security contract is required to be submitted to the venue. The individual must be an active/retired law enforcement and must sign the *Vendor Promissory Note/Waiver*. Venue and its designees shall have the right to enter the facility at any time during its use by Renter(s).

_____Decorations and Floral

Due 120 calendar days prior to Event Date, expected decorations to be used and *Disclosure of Plans, Set Up, and Changes*. Renter(s) agrees and understands decorative rules, permissions, the *Rules & Guidelines for Home and Venue* and that all permitted decorations must be free standing.

_____Equipment

If any rental equipment is required, Renter(s) shall be solely responsible for obtaining equipment, setup, and any damages that may occur. The venue will NOT accept any deliveries, Renter(s) must have their own representative for this. Deliveries may not be made prior to contracted start time.

_____Acceptance of Existing Premises

Renter(s) accepts all equipment and/or physical limitations of the facility without any warranty. Renter(s) accepts the premises in its "as is" condition regardless of natural or unnatural changes.

_____Smoking/ Vaping, Fireworks, Fires, and Open Flames

There shall be no smoking/vaping inside the facilities or buildings at any time. *Rules & Guidelines for Home and Venue*. Additionally, no fires, fireworks, or any open flames are allowed. This includes lit candles and firearms of any kind.

_____Hazardous Materials

Renter(s) shall not cause or permit the storage, use, production, or disposal of any hazardous materials at the facility. Renter(s) accepts all personal and financial responsibility of any fines, suits, claims, and actions of every kind associated with the violation of this clause.

_____Parking

Due 60 days prior to Event Date, if desired by Renter(s) at their expense, parking attendant(s) or Valet Service must submit *Vendor Promissory Note/Waiver*. This must include servicer agreement to follow and adhere to the rules of traffic flow and designated parking locations set by the Owner. For parking rules and guidelines see the *Rules & Guidelines for Home and Venue* document.

All transportation services will be at the expense of the Renter(s). Owner is not responsible for theft/damage to any vehicle or bodily injury/harm that may occur either on or off property therein, or any charges attendee(s) may file suit. Renter(s) is responsible for any towing billed amounts of vehicles.

_____Music

El Camino Real River Crossing Events Center is in Milam County, Texas outside of Rockdale, Texas city limits. All Outdoor and Indoor music will be kept within sound ordinances. The venue is outside of city limits but reserves the right to make sound adjustments during the event regardless of decibel level. For the Music Policies, please refer to the *Rules & Guidelines for Home and Venue*.

_____ Cleaning Fee and Clean Up

Due 60 calendar days prior to the Event Date, is a mandatory and nonrefundable cleaning fee of \$275. It is still expected Renter(s) follow the *Rules & Guidelines for Home and Venue*, failure to respect these instructions will result in a partial or complete loss of *Incidentals and Damage Deposit*.

The venue is not responsible for any items left behind by Renter(s) and guests. If clean up exceeds the amount of the *Incidentals and Damage Deposit*, the Renter(s) will be billed. All outside rentals must be picked up within the venue rental hours in your contract. Rentals requiring pick up after hours or on days following your event may incur additional fees.

_____ Repair Fees

If repairs exceed the amount of the *Incidentals and Damage Deposit*, Renter(s) will be billed. Examples of what could potentially cause additional billing fee: if anyone drives through mud and causes ruts, if the *Rules & Guidelines for Home and Venue* are neglected, if scrapes in the walls appear, misuse of decoration guidelines, etc.

_____ Inspection and Liability

The venue reserves the right to inspect and control all private functions and does not assume liability for any personal property or equipment brought to the property, or any injury to attendees. Renter(s) promises that El Camino Real River Crossing Events Center is innocent from all claims, actions, damages, liabilities, costs, and expenses by any party associated with the Renter(s)/Organizer.

Accidents must be reported in writing to the venue within 24 hours of any negative incident and/or act. The Renter(s) agrees not to hold any venue representative responsible for any losses, damages, litigations, etc. that takes place on or off the premises relating to the rental event. All notices shall be mailed by U.S. mail, certified, to the POBOX listed above.

_____ Termination

Should Renter(s) be found in violation of any of the provisions of this rental agreement or any other signed and attached document, the Owner may decide to terminate the agreement. If terminated, Renter(s) will forfeit all payments previously made to the venue and shall remain liable for all rental fees and other expenses including late fees and/or legal fees incurred.

_____ Non-Transferability

Facility rentals made to a particular Renter(s) are made exclusively between the venue and that Renter(s). Renter(s) may not "gift" this contractual agreement to anyone for any reason.

_____ Force Majeure

The venue shall not be liable for any failure to perform the obligations of this contract from any acts of God, riot, war, terrorism, flood, fire, etc. or other cause beyond venues control.

_____ Nonwaiver

Renter(s) understand the Owner will uphold this contract and all agreements on behalf of the venue. If Renter(s) are concerned the venue is not upholding the agreements, send a written message to the venue regarding the concern. If Renter(s) fails to submit concerns, then they waive all rights for any lawful litigation. Renter(s) promises not to hold the venue accountable for any negative claims from any contactor, vendor, attendee, etc. Renter(s) agrees to defend the venue at Renter(s) expense from all claims.

_____ Governing Law and Representative(s)

This agreement shall be governed by and construed in accordance with the laws and of the state of Texas and Milam County. If this agreement is signed in the name of a corporation, partnership, association, club, or society, by an individual, they are responsible for the performance and execution of this agreement on behalf of their entity.

_____ Modification

No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, approved by the Owner, and dated after the effective date of this agreement.

_____ Opportunity to Review

By executing this agreement, the undersigned parties warrant and represent they have had an opportunity to review, including being presented with a copy of the agreement and after such review or opportunity to review have read and fully understood all information pertaining to this agreement.

_____ Accepts Terms and Conditions

Renter(s) agrees by their signature that they understand and agree to the conditions of this agreement. That they accept full responsibility for the use of the venue. By signing below the Renter(s) understand all written agreements in this document.

Renter Name Printed: _____

Renter Signature: _____ Date: _____

Other Renter Name Printed: _____

Other Renter Signature: _____ Date: _____

Special Note from the Team

We are both blessed and appreciative that you have chosen the El Camino Real River Crossing Events Center for your special event. We look forward in sharing the natural beauty and wildlife of our venue with you and your guests. Located off the historic El Camino Nation Trail right off the serene San Gabriel River, you will be enthralled in the indescribable beauty of our property, facilities, and unity trees.

Our property is full of natural wildlife and beauty; therefore, we strive for excellence in keeping our grounds and facilities in pristine condition. We do this to assist in preserving the historic nature around our venue. Preserving our grounds also helps us create a cherished environment for our clients so they may capture their picturesque moments with loved ones.

We hope your event will be enjoyable as you and your guests create soon to be treasured memories at our rustic charmed venue with seamless elegance. We look forward to being a part of making your occasion positively memorable and hope you take comfort knowing you have chosen the right place for your special occasion.

We are excited to be a part of this event,

El Camino Real River Crossing Events Center Team