



Facility Rental Agreement

Name:
Address:
City, State, Zip:
Contact Name:
Email:
Phone:
Cell Phone:

Type of Event:
Day/Date:
Time:
Location:

San Michele
219 Hy Road
Buda, TX 78610

Number of Guests:
Total Number of Hours
Total Rental Fee

Rental Fee:
Security Deposit: \$500

All reservations for private functions are made upon and subject to the rules and regulations of San Michele and are subject to the terms and conditions described herein. It shall be the sole responsibility of the User to completely inform their agents, employees, vendors/contractors and guests concerning their obligations under this Agreement. User may have access to house, restrooms, grounds, parking area. .

RESERVATION & SECURITY DEPOSIT

San Michele reserves the right to refuse any and all applications. All reservations will be confirmed only upon receipt of the non-refundable Reservation Deposit of \$500. This deposit may be applied as the Security Deposit upon the signing of the contract within 14 days from receipt. The Security Deposit may be refunded either in full or part minus any expenses for damages, losses, cleaning expenses, extra rental time, moving and rearranging charges of owner's furniture & accessories, special contractor charges, unapproved building, driving & parking usage, extraordinary maintenance or repairs, security charges deemed necessary after inspection within one week after the event. San Michele will provide detail of the charges against the Security

Deposits any charges in excess of the Security Deposit will be billed to User. Failure to make any attempts to pay additional costs will result in denial of future facility booking requests and possible litigation.

PAYMENT TERMS

The \$500 non-refundable Reservation Deposit is due at time Reservation is made. Signed Contract and Rental Fee is due within two weeks from the receipt of Deposit. Should User fail to execute contract with two weeks from Reservation date, San Michele is free to advertise reserved date as available. Payment of Rental Fee is due in full upon signing this contract unless special payment terms have been agreed upon in advance with a San Michele representative and have been clearly stated and outlined in the contract. Payments may be paid by check or credit card.

CANCELLATION

Either party may cancel this contract up to seven months prior to the event date, in which event the entire Rental Fee shall be refunded in full. The User may cancel this Contract between seven months and three months prior to the event date, in which event fifty percent of the entire Rental Fee. If the User cancels within three months prior to the event date, the entire Rental Fee will be forfeited. Incidental charges relating to the execution of the rental agreement will be deducted from any deposits refunded. If San Michele must cancel this contract prior to the date of the event all Rental Fee and Security Deposit will be refunded.

STAFF

San Michele may require an additional fee for support staff for certain events such as security, technicians, servers, transportation, etc. Staff requirements will be evaluated on an individual basis and staff requirements. Additional required fees shall be discussed and agreed to by both parties prior to the event date. If additional staffing is deemed to be necessary by San Michele as a result of erroneous information (including attendance and nature of event) being provided by User including cleaning crew, repair or maintenance, San Michele may bill the User for such fees in its sole discretion and the User shall pay all such fees immediately upon receipt of invoice.

OUTSIDE CONTRACTORS

As a condition of conducting business at San Michele, all contractors/vendors must meet the standards set forth by the facility, including, but not limited to, supplying proof of license and current insurance. San Michele must review and approve, in advance of any work performed, all contracts by said contractors/vendors. Deliveries & set up & break down plans must be coordinated within two weeks prior to date of event with San Michele staff.

ADMISSION & PROMOTION

The User is responsible for all reservations and admission to the event. The User is also responsible for all marketing and promotion of the event. San Michele must give final approval to any and all advertising pertaining to public events held at the Facility. San Michele will appear in all publicity; the address shall be given, and shall be listed as San Michele, 219 Hy Road, Buda, Texas 78610.

SETUP

San Michele reserves the right to make adjustments and changes in any setup arrangements for safety or extra cost requirements. The User may not physically alter the existing space. Electrical extension cords must be approved by San Michele PRIOR TO INSTALLATION. San Michele allows 6 hours for EXTERIOR set up & take down of rentals included in users hourly rate, time needed beyond that will be billed at \$100 per hour. Rates for San Michele Staff to move or rearrange furniture and accessories will be billed at a rate of \$25 per man-hour.

ENTERTAINMENT. All entertainment, for any form of production, including but not limited to sound, lighting, staging and crew must be approved in advance by San Michele.

TENTING. All tenting must comply with San Michele standards and be approved in advance.

DECORATIONS. San Michele staff must approve any special decoration needs. No staples, tacks, tape or nails may be used to attach decorations. No paint may be applied. No glitter, confetti, birdseed, or sparklers may be used.

San Michele will not accept any freight or other delivered items on behalf of the client. Items may not be delivered prior to the contracted move-in time on the event date. Any event that requires set up outside of the contracted hours will result in a \$100 per hour charge. Client or client's representative must be present to accept delivery unless special arrangements have been made and agreed upon in advance with San Michele staff.

Both parties agree that the Facility will be delivered by San Michele to User in its "as is" condition. User agrees that its taking possession of the Facility shall be conclusive evidence as against User that the Facility Space was in the condition agreed upon herein.

ALCOHOLIC BEVERAGES

It is the responsibility of the User to obey all applicable laws, including but not limited to prohibition of sales to minors and intoxicated persons. All Texas Alcoholic Beverage Commission (TABC) laws must be followed while on the premises. Alcoholic beverages must be served by a licensed TABC bartender. User may provide bartender with unopened bottles or kegs of alcohol and may remove unopened bottles at the end of the event. Opened bottles of alcoholic beverages should be poured out before removing them at the end of the event. 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 the San Michele property. No alcoholic beverages may be brought in or taken out of the premises by a User or guest. All service staff is required by law to refuse service to any guest who appears to be intoxicated. By signing this agreement, User acknowledges that San Michele is not liable for persons consuming alcoholic beverages. Only Licensed and insured bartending staff allowed with proof of license and insurance to be provided to San Michele staff two weeks prior to event.

SMOKING

No smoking anywhere.

HAZARDOUS MATERIALS

User shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials (as hereinafter defined) at the Facility without the prior written consent of San Michele. User agrees to indemnify, defend and hold harmless the San Michele 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 User's violation of this provision. User's obligations and liabilities under this Section shall survive the expiration or termination of this Agreement. For purposes of this Agreement, the term "Hazardous Materials" means any explosives, fireworks, radioactive materials or other hazardous substances.

SECURITY AND SAFETY

A San Michele staff person will be on duty during the entire time of the rental. The User is responsible for the conduct and behavior of the group using the facility. Costs for any needed call for security due to unruly behavior during an event by San Michele will be deducted from security deposit.

San Michele reserves the right to limit the number of people entering the building or any floor for safety reasons and crowd & parking control. All hallways, entryways, and aisles, driveways, motor court and parking area are to be clear of obstacles.

San Michele and its designees shall have the right to enter the Facility at any time during its use by User.

User, or a guest or other person under the User's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Facility.

Because San Michele has open water features, trees and landscaping plants that have thorns,

adult supervision of children is required at all times.

MUSIC

Because San Michele is located adjoining a residential area as well as private ranches, we ask that the decibel level be kept to a reasonable level of 85 decibels @ 300 feet from nearest speaker or sound source and that the music end by midnight. Complaints by neighbors may result in music volume reduction and fines may be charged to User by Hays County Sheriff's department if volume decibels are determined to be above allowed decibels.

CLEAN UP

All food and beverage debris, decoration supplies and other trash must be picked up, bagged and removed from the property by the User/Contracted Caterer or Bartender. The Facility including the grounds must be left in an orderly condition. Failure to complete any of these tasks will result in a partial/complete loss of Security Deposit. The San Michele manager on duty will perform a walk through of the premises prior to dismissing the caterer. San Michele is not responsible for any items left behind by User or its guests.

PARKING

Parking is available on the San Michele property in areas designated on site map as parking areas only. User to provide a parking attendant or attendants as needed for the amount of expected vehicles to ensure that traffic flow and parking in designated areas are strictly adhered to. Parking in gravel area is above the pond, on the site map only. Valet parking, although not required, but if desired is at the User's expense. If Valet Parking is used the User must engage San Michele's identified exclusive vendor and be coordinated through San Michele Management. Charges will vary depending upon number of vehicles. All transportation services will be at the expense of the User. No parking on driving on grass allowed with consequences of damage charges being deducted from Security Deposit for violations by User/Contracted Vendors/Guests. No parking in driveway areas leading to parking area to allow for free traffic flow and access by emergency vehicles. **San Michele is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior or after event.**

INSPECTION & LIABILITY

San Michele reserves the right to inspect and control all private functions and does not, cannot, and will not assume liability for (1) any personal property or equipment of User or User's guests or invitees brought to the property, or (2) any injury to User or User's guests or invitees brought to the property. **USER HEREBY INDEMNIFIES, DEFENDS AND HOLDS SAN MICHELE 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 in writing to the San Michele at the address stated above and in any event within 24 hours. User agrees to immediately deliver to the San Michele at the address stated above every process, pleading or paper relating to any claims or proceedings arising out of any accident involving the Facility. The User shall not aid any claimant but shall cooperate fully with San Michele in manners connected with any claims or suits.

USER AGREES THAT AS PART OF THE TERMS OF THIS AGREEMENT USER ON BEHALF OF HIMSELF/HERSELF/ITSELF AND HIS/HER/ITS GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES AGREES TO INDEMNIFY AND HOLD HARMLESS SAN MICHELE 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 THE ACTIONS OF SAN MICHELE.

INSURANCE

User agrees to obtain and maintain throughout the term of the event, insurance of such types and in such amounts as a reasonably prudent company would obtain and, upon request, agrees to provide the evidence of such insurance. User agrees to obtain and maintain throughout the term of the event, proof of insurance from each vendor or contractor conducting business at San

Michele, indicating San Michele as an additionally insured for the duration of the event including set-up and tear-down times. This proof of insurance must be supplied to San Michele facility staff no later than two weeks prior to the event. San Michele is covered by general liability insurance, but will not be responsible for the User's guests, members, personnel, equipment, properties, or audience. User assumes all responsibility when signing this agreement.

TERMINATION/DAMAGES

Should User be found in violation of any of the provisions of this Rental Agreement, San Michele shall have the option, in its sole discretion to terminate the Agreement and User will forfeit all payments previously made to San Michele and shall remain liable for all rental fees and other expenses including legal fees incurred, whether or not the event actually occurs. Additionally, future events scheduled at facilities operated by San Michele may be cancelled at the sole discretion of the San Michele.

If User leaves personal belongings or items pertaining to event at the Facility, San Michele may charge for additional rental time and/or labor and storage costs of such items.

San Michele staff will inspect for damages and clean-up prior to departure. Damage to the facility or equipment shall be paid for in full by the person or group signing this Agreement. User is responsible for damages to the building, furniture and equipment caused by the User or anyone associated with User's use of building.

In addition to anything else provided herein, User expressly agrees to pay to San Michele on demand:

- (a) Any fine or legal violation, including administrative fees, against User during the term of this Agreement, or against San Michele to the extent arising out of or relating to the renting of the Facility to User.
- (b) All expenses incurred by San Michele in connection with the collection of monies due San Michele pursuant to this Agreement or in enforcing any term or condition of this Agreement, including all attorney's fees, administrative fees and costs.
- (c) All costs of repairing any damage to the Facility.
- (e) \$50.00 per hour cleaning fee if the Facility is returned in not substantially the same condition in which it was issued.
- (f) \$25 per hour per man for moving furniture or accessories at User's request before and after event

The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by San Michele 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.

NON-TRANSFERABILITY

Facility rentals made to a particular User are made exclusively for that User. User shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of San Michele. If the User relinquishes a date, the date reverts to San Michele and the scheduling of a new rental date becomes subject to general scheduling availability.

MISCELLANEOUS

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in Hays County. If this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to San Michele that he/she has the authority to bind such 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 understandings 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 duly executed by the parties hereto.

USER AGREES BY HIS/HER SIGNATURE ON THE FACE HEREOF THAT HE/SHE HAS READ AND IS AWARE OF THE TERMS AND CONDITIONS CONCERNING THE USE OF THE FACILITY AND ACCEPTS FULL RESPONSIBILITY HEREIN.

Signature by San Michele or San Michele's authorized representatives shall be regarded as acceptance by San Michele of the above reservation for the User's function.

SAN MICHELE:

USER:

VIRGINIA FLEMING
DBA SAN MICHELE

By: Virginia Fleming

By: _____
Authorized Signature

Authorized Signature

Date

Date

Please sign this rental agreement and return both copies of it along with payment of the requested fees and Security Deposit, payable to San Michele. If the Agreement, fees and Security Deposit are not returned to San Michele within two weeks from receipt of Reservation/Security Deposit. If not received within two weeks San Michele shall no longer hold the requested Date of the Event for User and shall be free to re-book the Facility with another User.