



Facility Rental Agreement

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

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

Le San Michele, LLC
219 Hy Road
Buda, TX 78610

Attendance:
Number of Guests:
Total Number of Hours:
Hourly Rate:
Total Rental Fee:
Payment Agreement:

Security Deposit: \$500

RESERVATION & SECURITY DEPOSIT

Le 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. All reservations for private functions are made upon and subject to the rules and regulations of Le 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. Use of Owner's personal closets, furniture with storage, cabinets & storage buildings are not included in rental.

PAYMENT TERMS

The \$500 non-refundable Reservation/Security 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 within two weeks from

Reservation date Le 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 Le San Michele representative and have been clearly stated and outlined in the contract. Rental payments may be paid by cash, 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 and other pre-paid fees shall be refunded in full. If the User cancels within three months prior to the event date, the entire Rental Fee and other pre-paid fees will be forfeited. Incidental charges relating to the execution of the rental agreement will be deducted from any deposits refunded. If Le San Michele must cancel this contract prior to the date of the event all Rental Fee and Security Deposit will be refunded.

STAFF

Le San Michele may require an additional fee for support staff for certain events such as security, technicians, servers, transportation, babysitters, lifeguards, additional staff, or bartenders. Staff requirements will be evaluated on an individual basis. Additional required fees shall be discussed and agreed to by both parties prior to the event date unless deemed as an emergency during event. If additional staffing is deemed to be necessary by Le San Michele as a result of erroneous information (including attendance and nature of event) being provided by User including staffing, security 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.

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. Le San Michele must give final approval to any and all advertising pertaining to public events held at the Facility. Le San Michele, LLC will appear in all publicity; the address shall be given, and shall be listed as Le San Michele, 219 Hy Road, Buda, Texas 78610

OUTSIDE CONTRACTORS

As a condition of conducting business at Le 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. Le San Michele must review and approve, in advance of any work performed, all contracts by said contractors/vendors PRIOR TO INSTALLATION. Event set up plans for good weather and bad weather a complete list of vendors/rental companies and their contact information, schedule of rental/vendor deliveries, set up time, break down time & pick up must be coordinated within two weeks prior to date of event with San Michele staff.

SETUP

San Michele reserves the right to make adjustments and changes in any setup arrangements for safety reason or extra cost requirements. The User may not physically alter the existing space. Electrical extension cords used must be approved by Le San Michele PRIOR TO INSTALLATION and must to be rated for the proper size and length of the amperage to be used. Additional set up, break down & pick up time used by User/Vendors/Contractors will be billed at a rate of \$100 per hour. Rates for Le 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 systems, lighting, staging and crew must be approved in advance by Le San Michele.

TENTING. All tenting must be done by an approved, insured tenting company and comply with Le San Michele standards of meeting safety requirements during high wind and rain conditions. Set up locations for tents must be approved in advance by Le San Michele staff to avoid damage to the buildings, landscaping, water, sewer & electrical lines.

DECORATIONS. Le 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, non- decomposable confetti, birdseed, open flame candles, sparklers, or fireworks, may be used.

EQUIPMENT. User agrees that Le San Michele shall not be required to provide any equipment not listed on Schedule A. If any additional equipment is required, User shall be solely responsible for obtaining such equipment and for any damage that may occur to such equipment. In signing this Agreement, User accepts all equipment and/or physical limitations of the Facility.

Le 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 Le San Michele staff.

Both parties agree that the Facility will be delivered by Le 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. Normal set up of Le San Michele outdoor furniture is: buffet in the gravel on the east side of the terrace, bar in the gravel on the west side of the terrace, outdoor dining seating on the terrace and lawn below and surrounding the gravel areas on the east & west sides of the terrace. Outside caterers kitchen set up is on the gravel on the east side of the house. Moving charges will be charged on an hourly basis for moving furniture, lighting & accessories from these areas. Moving charges will be charged on an hourly basis for moving furniture, lighting & accessories to other areas of the property and in and out of tented areas. Moving charges will be charged on an hourly basis for moving furniture & accessories inside the house.

BREAK DOWN

Rental Items such as: tables, chairs, dance floors, staging, tent walls may be stacked in the gravel on the west side of the house for pick up at the end of the event. Rental Items such as: dishes, glasses, flatware, linens, floral vases, appliances, chaffers, coffee urns, serving trays etc. may be stacked in the gravel on the east side of the house for pick up after the event.

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. Serving of all alcoholic beverages must be handled by an approved vendor. 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 Le 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 Le 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 Le San Michele staff two weeks prior to event.

SMOKING, FIREWORKS, FIRES & OPEN FLAMES

No smoking in the house or buildings at any time. No smoking during times of drought and Hays County burn bans. Smoking in designated smoking area in the gravel area or limestone patio of the house only. No fires, BBQ or open flame outdoor cooking, or candles during Hays County burn bans

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 Le San Michele. User agrees to indemnify, defend and hold harmless Le 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 Le 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.

Le 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.

Le 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 Le San Michele has open water features, trees and landscaping plants that have thorns adult supervision of children is required at all times.

MUSIC

Because Le 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 75 decibels @ 300 feet from nearest speaker or sound source or the current decibel level allowed in Hays County. Complaints by neighbors of loud music may result in a call to the Hays County Sheriff's Department. Any fines by the Hays County Sheriff's Department for sound ordinance violations will be billed to User.

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. 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 Le San Michele manager on duty will perform a walkthrough of the premises at the end of the event. Le San Michele is not responsible for any items left behind by User or its guests. Outside contractors may be hired to come in at the end of the event to haul off trash left behind. User will be billed if amount exceeds the Security Deposit.

PARKING

Parking is available on the east side of the property in the area designated on site map as parking area only. User to provide at User's expense, a parking attendant or attendants as needed to ensure that traffic flow and parking in designated areas are strictly adhered to. Le San Michele is not responsible for theft or other damage to any vehicle, or possessions therein, during, prior or after event. Valet parking, although not required, but if desired is at the User's expense. If Valet Parking is used, the User must engage Le San Michele's identified exclusive vendor and be coordinated through Le 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. Le San Michele is not responsible for charges or damages to vehicles that get stuck in the mud.

INSPECTION & LIABILITY

Le 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 of User's guests or invitees brought to the property. **USER HEREBY INDEMNIFIES, DEFENDS AND HOLDS LE 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 Le San Michele at the address stated above and in any event within 24 hours. User agrees to immediately deliver to Le 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 Le 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 Le San Michele, indicating Le 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 Le San Michele facility staff no later than two weeks prior to the event. Le 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, Le San Michele shall have the option, in its sole discretion to terminate the Agreement and User will forfeit all payments previously made to Le 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 Le San Michele may be cancelled at the sole discretion of Le San Michele.

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

Le 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 Le San Michele to the extent arising out of or relating to the renting of the Facility to User.

- (b) All expenses incurred by Le San Michele in connection with the collection of monies due Le 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 Le 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 Le San Michele. If the User relinquishes a date, the date reverts to Le San Michele and the scheduling of a new rental date becomes subject to general scheduling availability.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and of the State of Texas and Hays County and all suits and claims under this Agreement shall be brought in San Marcos, Hays County Texas.

FORCE MAJEURE

Le San Michele shall not be liable for any failure to perform the obligations in connection with this Agreement if such failure results from any act of God, riot, war, civil unrest, terrorism, flood, fire, earthquake or other cause beyond Le San Michele's control.

NONWAIVER

Failure of Le San Michele to strictly enforce any term of this Agreement at any time shall not constitute a waiver and shall not prevent Le San Michele from enforcing this Agreement. User agrees to not assert estoppel or waiver as a defense to enforcement of this Agreement in any action, suit or proceeding.

INDEMNIFICATION

User agrees to indemnify and hold Le San Michele harmless from all claims from any act, omission or negligence of a User, User's agent, invitees, User's employees, User's contractors, User's vendors, or any other person whom is present at the request of or for the service of the User. User agrees to defend Le San Michele at User's expense from all claims.

NOTICES

All notices shall be delivered or mailed by U.S. Mail, certified, to the address 219 Hy Rd, Buda, Texas 78610.

SEVERABILITY

If any of provision of this Agreement is held to be illegal, invalid or unenforceable, in lieu of each such illegal, invalid or unenforceable provision, this Agreement shall be reformed and there shall be added automatically another provision similar to the illegal, invalid or unenforceable provision that if legal, valid and enforceable. In the event such provision cannot be reformed to make it legal, then it shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision of by its severance from this Agreement.

MISCELLANEOUS

This Agreement shall be construed under and in accordance with the laws of the State of Texas and Hays County, 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 Le San Michele LLC 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 Le San Michele or Le San Michele's authorized representatives shall be regarded as acceptance by Le San Michele of the above reservation for the User's function.

LE SAN MICHELE:

USER:

VIRGINIA FLEMING
LE SAN MICHELE, LLC

By: Virginia Fleming

By: _____
Authorized Signature

Authorized Signature

Date

Date

Please sign this rental agreement and return a copy of it along with payment of the Reservation Deposit and Facility Rental Payment, **payable to Le San Michele**. If the signed and filled in Facility Rental Agreement is not returned to Le San Michele within two weeks from receipt of Reservation Deposit Le 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.

Schedule A

EQUIPMENT

RIDER 1

FACILITIES TO BE CONSTRUCTED

The following paragraph is added to the text of the attached Facility Rental Agreement:

FACILITY CONSTRUCTION

The Facility to be rented includes _____ (“New Construction”). User acknowledges that construction of the New Construction has not been completed and that a condition precedent to User’s obligations hereunder is the completion of the New Construction. Le San Michele shall provide notice thirty (30) days prior to the event Date if it does not expect the New Construction to be completed. In the event the facilities are not complete by the Date of the event, User shall have the option, in its sole discretion, to terminate this Agreement and have all prepaid fees and deposits returned. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LE SAN MICHELE SHALL NOT BE LIABLE IN ANY WAY FOR THE FAILURE TO COMPLETE CONSTRUCTION AND USER’S RIGHTS SHALL BE LIMITED TO THE RETURN OF FEES PAID BY USER.

LE SAN MICHELE, LLC:

USER:

LE SAN MICHELE, LLC

By: _____
Virginia Fleming

Authorized Signature

Date

Date

RIDER 2

FEE WAIVER FOR CHARITY

The following paragraph is added to the text of the attached Facility Rental Agreement:

_____ (“User”) is a:
(name of organization – cannot be an individual)

- 501(c)(3) (Organization formed for charitable, religious, educational, scientific, literary, the prevention of cruelty to children or animals, etc. purposes)
- War veterans' organization.
- Other.* Describe:

The User has received the use of the Facility owned by San Michele on _____, 20__ at no charge. The fair market value of this donation received by the User is the total Rental Fee of \$_____, which has been waived. No goods or services were provided by User in return for the donation by Le San Michele.

LE SAN MICHELE, LLC:

USER:

LE SAN MICHELE, LLC

By: Le San Michele, LLC

By: _____
Virginia Fleming

Authorized Signature

Date

Date

* It should be noted that no most 501(c)(6) non profits such as trade associations and professional associations are not qualified organizations. Similarly, most state bar associations, chambers of commerce and other business leagues or organizations, civic leagues and associations, communist organizations, country clubs and other social clubs, most foreign organizations, homeowners' associations, labor unions, and political organizations and candidates are nonqualified organizations.