

The Fountains - Rental Agreement

This agreement is made this date _____ by and between **The Fountains** 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 "**The Fountains**" 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.
3. **Contract:** The Fountains 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 The Fountains. All checks will be made to The Fountains. 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, **The Fountains at 10450 S US HWY 183, Lockhart, Texas 78644**, for use of the Premises, per 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.
 - Party/events with 100 or fewer guests will be for **4** hours. Additional hour's charges will be **\$100.00** per hour.
 - Party/events with 200-300 guests will be for **4** hours. Additional hour's charges will be **\$200.00** per hour.
 - Thermostats will be controlled by a staff member of The Fountains. All exceptions to be authorized by a staff member only. We will ensure that the temperature is comfortable for your guests.

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Initial by Licensee _____

- All fees/charges for Weddings/Receptions to be paid in 90 day intervals and final payment to be paid 60 days prior to wedding/reception.
- All fees/charges for Party/Events to be paid in full 60 days prior to party/event or due at signing of contract if less than 60 days before party/event.
- If you cancel, all fees/charges paid will be non refundable except in extenuating circumstances at the discretion of The Fountains.
- All deposits will be refunded if no other charges are incurred, such as, damages or additional requests of Licensee not already agreed upon in this contract.

_____ \$500.00 Wedding/Reception deposit, due when contract is signed (non refundable except under extenuating circumstances at discretion of The Fountains)

_____ \$200.00 Party/Event deposit, due when contract is signed (non refundable except under extenuating circumstances at discretion of The Fountains)

_____ \$1200.00 Wedding/Reception up to 200 guests (Monday-Friday)

_____ \$1400.00 Wedding/Reception 200-300 guests (Monday-Friday)

_____ \$1400.00 Wedding/Reception up to 200 guests (Sunday)

_____ \$1600.00 Wedding/Reception 200-300 guests (Sunday)

_____ \$1600.00 Wedding/Reception up to 200 guests (Saturday)

_____ \$1800.00 Wedding/Reception 200-300 guests (Saturday)

_____ \$100.00 Party/Event per hour up to 4 hours, up to 100 guests (Monday-Friday)

_____ \$200.00 Party/Event per hour over 4 hours, up to 100 guests (Monday-Friday)

_____ \$50.00 Private Party (Back Rm) per hour. Max 4 hours/30 guests. Includes clean-up

_____ \$50.00 Clean-up for less than 50 guests

_____ \$100.00 Clean-up for up to 200 guests

_____ \$150.00 Clean-up for 200-300 guests

_____ \$25.00 Per hour for Security if alcohol is consumed, up to 100 guests

_____ \$50.00 Per hour for Security if alcohol is consumed, 100-200 guests

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Initial by Licensee _____

_____ 75.00	Per hour for Security if alcohol is consumed, 200-300 guests
_____ \$150.00	Bartender service (Licensed by TBAC)
_____ \$125.00	Margarita machine (Does not include liquor or Mixes)
_____ \$125.00	Chocolate fountain (Does not include chocolate)
_____ \$50.00	Champagne fountain (Does not include champagne)
_____ \$5.00	Linens, white (each). Sizes: 85"x85", 52" sq, 52"x114"
_____ \$10.00	Skirting, white (each)
_____ \$200.00	Set-up fee if you provide the food

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 equalivent 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 TBAC licensed bartender, Licensee accepts full responsibility for all alcohol related incidents. If a TBAC 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 The Fountains 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 TBAC. Security will be required when alcohol is consumed on the Premises.

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Initial by Licensee _____