

**RANSOM CANYON SPECIAL EVENT CONTRACT**

Contract No. \_\_\_\_\_

This Special Event Contract (“**Agreement**”) is made to be effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“**Effective Date**”), by and between \_\_\_\_\_ his/her/its principals, employees, agents, subsidiaries, assigns, successors, and representatives (collectively referred to in this Agreement as “**Contracting Party**”) and Ransom Canyon Property Owners Association, its subsidiaries, affiliates, assigns, and successors (collectively referred to in this Agreement as the “**POA**”).

**WHEREAS**, the POA operates the Ranch House on the Lake (“**Ranch House**”), an event center located at 0 Lake House Drive, Ransom Canyon, Texas 79366, as a venue for meetings or special events;

**WHEREAS**, the Contracting Party desires to utilize the Ranch House for a meeting or special event under the terms and conditions set forth below in this Agreement;

**WHEREAS**, the POA agrees to allow the Contracting Party to use the event space during the dates and times set forth herein;

**NOW THEREFORE**, as a condition precedent to and in consideration for the promises, covenants and conditions stated herein, and in consideration for the POA allowing Contracting Party access to and use of the Ranch House for his/her/its meeting or special event, the parties hereto, intending to be legally bound, hereby agree as follows:

**I. CONDITIONS FOR USE**

1.01 The POA will have a contact representative available to assist or answer any questions you may have during the period of use, defined in Section 2.01 below. POA representative personnel may be present during the period of use.

1.02 The POA is not responsible for any valuables or personal property during any meeting or special event at the Ranch House or that may be left on the premises.

**II. RENTAL FEES**

2.01 The rental period (“**period of use**”) under this Agreement is from \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_ : \_\_\_\_ .M. to \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_ : \_\_\_\_ .M. The rental rate for the Contracting Party’s use of the Ranch House will be \$ \_\_\_\_\_.

2.02 The above rate covers only the period as set forth above. The period of use shall commence at the time that the Contracting Party has access to the Ranch House and ends at the time set forth above. The rental fee shall not be prorated if the period of use does not last for the entire block of time as set forth above. In the event that a meeting or special event shall exceed the stated ending time as provided above, additional time is billed at the rate of \$250.00 per hour, at the discretion of the POA, and will be prorated in fifteen-minute blocks of time.

2.03 To secure the period of use, a \$ \_\_\_\_\_ deposit is required, along with a signed Agreement. 50% of total amount of the contract is due no later than 60 days prior to the event. The final balance is due no later than 30 days prior to the period of use.

2.04 Should the Contracting Party cancel the period of use at any time after the execution of this Agreement the \$ \_\_\_\_\_ deposit will not be refunded.

2.05 If the event is rescheduled 60 days before the event this contract is voided, and a new contract and deposit will be required.

### **III. DAMAGE SECURITY DEPOSIT**

3.01 The POA reserves the right to use any or all of the Deposit toward any of the Contracting Party's obligations under this Agreement or any claims that the POA might have for any damages to or destruction of any property located in or at the Ranch House as a result of the Contracting Party's use of the Ranch House or in any way relating to the period of use.

3.02 If the kitchen is not cleaned according to POA requirements/instructions or any damage is caused by the Contracting Party's caterer or any of the caterer's agents, representatives, or employees, the POA will seek to recover its damages and expenses for same from the Contracting Party. The Contracting Party agrees that the POA is under no obligation to first seek recovery of its damages and expenses from any third-party before seeking recovery from the Contracting Party.

3.03 The Damage Deposit will be refunded no later than twenty-eight (28) days after the period of use if it is determined, in the POA's sole and absolute discretion, that no damage has occurred and that there are no claims or other outstanding obligations at the time involving the Contracting Party.

### **IV. DAMAGE**

5.01 The Contracting Party hereby agrees to be fully and solely responsible for any damage in any way during the period of use, and to be fully and solely responsible for any damage or destruction of the Ranch House or any property located on or within the premises caused by the Contracting Party or any of its agents, guests, or invitees. The Contracting Party is responsible for maintaining the Ranch House and adjacent areas in as good and clean of a condition as that in which it was immediately prior to the Contracting Party's use of same. The Contracting Party further agrees to pay any and all costs of repair of damage to the Ranch House caused by the Contracting Party or Contracting Party's agents, guests or invitees, or occurring during its agents', guests' or invitees' use of the Ranch House pursuant to this Agreement.

5.02 If cost of damages is more than the deposit, remaining amount will be invoiced to the Contracting Party. If invoice is not paid in 60 days and we have to take legal action to get payment the Contracting Party will be responsible for covering those expenses.

### **V. ALCOHOLIC BEVERAGES**

5.01 The POA prohibits the serving of alcohol to guests under the age of twenty-one (21) or to anyone visibly intoxicated, under terms and conditions consistent with the applicable laws of the State of Texas. The POA will further not furnish, provide, or sell alcohol to the Contracting Party, nor any guests/invitees.

5.02 If alcoholic beverages will be served, the POA requires the Contracting Party to purchase liquor liability insurance for the period of use (providing a copy of such policy to the POA prior to the beginning of the period of use) and all alcoholic beverages consumed at the Ranch House must be served by a Texas Alcoholic Beverage Commission licensed bartender.

5.03 If alcoholic beverages will be served, two (2) off duty law enforcement officers / security officers must be hired at the sole cost and responsibility of the Contracting Party and be present for the period of use until the premises are completely vacated by the Contracting Party and its guests/invitees. The number of officers required will be at the discretion of the POA. No alcohol will be served until officers are present. The minimum-security cost is \$50.00/per hour per officer and will be billed to the Contracting Party through the POA.

5.04 The POA reserves the right of final approval on law enforcement officers hired during the period of use.

5.05 The final serving of alcoholic beverages must cease 30 minutes prior to the end of any event period of use and before clean up begins.

5.06 The POA reserves the right to terminate the service of alcoholic beverages if the Contracting Party is in violation of any provision of this Agreement.

## **VI. INDEMNIFICATION**

6.01 The Contracting Party agrees to indemnify and hold harmless the POA and its officers and members from any liability, claims, damages, loss, or expense (including attorneys' fees, court costs, and consequential damages) relating in any way to the period of use or caused by or during the period of use of the Ranch House by the Contracting Party, the Contracting Party's agents, guests or invitees, including the Contracting Party's agents such as musicians, DJ's, caterers, decorators, florists, and others working for or on behalf of the Contracting Party.

6.02 The Contracting Party hereby assumes full responsibility for and risk of bodily injury, death or property damage to the Contracting Party, the Contracting Party's guests or invitees, or the Contracting Party's agents, such as musicians, DJ's, caterers, decorators, florists, and others working for or on behalf of the Contracting Party, whether due to negligence of the POA or otherwise, while in or on the premises of the Ranch House,

6.03 The Contracting Party expressly agrees that the release, waiver, and indemnity provisions contained in this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of Texas. If any portion of the Agreement is held invalid, it is agreed that the remainder of the Agreement continue in full legal force and effect.

## **VII. FORCE MAJEURE CONDITIONS**

7.01 The Contracting Party agrees that the POA and its officers and members shall not be liable for losses, damages, (including attorneys' fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond the POA's control, including but not limited to acts of God, fires, weather conditions, power failures, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements).

7.02 Delays or nonperformance excused by this provision shall not excuse payment of any amount owed by the Contracting Party at the time of this occurrence. If a period of use is cancelled in whole or in part because of a force majeure condition, a complete or partial refund will be made to the Contracting Party no later than fourteen (14) days after the date of the schedule period of use.

## **VIII. MISCELLANEOUS**

8.01 The POA reserves all rights of final approval of the caterer, florists and any other vendors selected for the period of use. The POA also reserves the right of final approval of decorations brought into the Ranch House.

8.02 The POA shall have the right to take photographs during the period of use for the purpose of advertising the Ranch House. All rights to and the use of these images shall belong to the POA. The Contracting Party shall also have the right to take pictures during the period of use; however, any commercial use of the likeness of the Ranch House is prohibited without the express written consent of the POA.

8.03 The Contracting Party may decorate the Ranch House with any decorations that can be removed without any harm to the Ranch House. No nails, staples, tacks, glue, or tapes that leave a sticky residue or anything permanent will be allowed.

8.04 Caterers will have access to the catering kitchen for food warming only. All food needs to arrive fully cooked and ready to serve.

8.05 Thrown rice, glitter, silly string, and all types of confetti are prohibited inside or outside of the Ranch House.

- 8.06 Birdseed & real flower petals are allowed to be used outdoors. No fabric or artificial petals for outdoor use.
- 8.07 All candles must be contained in a glass container taller than the top of the candle flame. **NO live wax candles of any kind are allowed for outdoor use at the Ranch House.**
- 8.08 No lanterns, bottle rockets, firecrackers, or any other fireworks (save and except sparklers) are allowed. Absolutely no firearms are permitted at the Ranch House.
- 8.09 Smoking is permitted outdoors in designated smoking areas only, if any.
- 8.10 Animals are not permitted on the premises of the Ranch House.
- 8.11 Overnight parking is not permitted at the Ranch House.
- 8.12 Bubble machines or fog machines are not permitted inside the Ranch House. No dance wax or compound or any other substance may be spread on the Ranch House floor.
- 8.13 Music should end 60 minutes prior to the contracted end of the period of use. Amplified music must be kept at a reasonable level. Volume control will be at the discretion of the on-site POA representative/Security during the period of use. In all cases, noise levels during the period of use shall be subject to Article 8.02 of the Ransom Canyon Code of Ordinances. No outdoor music permitted after 10:00pm.
- 8.14 The Ranch House must be cleared out and vacated by the end of the period of use indicated herein. This means that the Contracting Party is responsible for the removal of all personal articles, decorations, etc., and depositing trash in the dumpster at the Ranch House premises. The Contracting Party is also responsible for assuring that the caterer leaves the kitchen and serving area clean, including the removal of leftover food and trash.

## **IX. GENERAL PROVISIONS**

- 9.01 This Agreement is entered into and all matters arising out of or relating to the performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to or application of Texas choice of law or conflict of law principles.
- 9.02 The parties expressly agree that any actionable dispute arising out of or relating to the performance of this Agreement will be resolved in Lubbock County, Texas, and each of the parties hereto expressly agrees that personal jurisdiction over the parties exists to resolve such disputes in Lubbock County, Texas.
- 9.03 This Agreement represents the entire understanding of the parties. This Agreement supersedes any and all other agreements, if any, either oral or in writing, between the parties hereto and contains all of the covenants and agreements between the parties in any manner whatsoever. Further each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, with regard to this Agreement have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.
- 9.04 No modifications, waiver, or discharge of this Agreement by the POA shall be binding unless it is in writing and signed by such officer of the POA as may be specifically designated by the POA. The waiver by the POA of the performance of any covenant, condition or warranty contained herein shall not invalidate this Agreement, nor shall it be considered a waiver of any other contract, condition or warranty. The waiver by the POA of the time for performing any act shall not be deemed a waiver for performing any other act or performing an identical act required to be performed at a later time.
- 9.05 The obligations and rights under this Agreement may not be assigned or transferred, either in whole or in part, by the Contracting Party, except with the prior written approval of the POA.

9.06 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable under applicable law, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions remain in full force and effect.

9.07 This Agreement may only be amended or modified by mutual consent of the parties by written instrument.

9.08 This Agreement is the mutual product of the parties hereto and each provision has been subject to the mutual consultation, negotiation, and agreement of each of the parties.

9.09 In any action or proceeding to enforce, preserve, or protect any right or benefit under this Agreement, the POA in each such action or proceeding shall be entitled, in addition to any and all other relief granted by a court to an award in such action or proceeding of the amount of its attorneys' fees and expenses reasonably incurred therein.

**Ransom Canyon Property Owners Association:**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Contracting Party:**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*(if different than above)*