



The 1850 Settlement dba Bunny Holdings LLC Rental Agreement and Policy

OWNER: Bunny Holdings LLC, a Texas Limited Liability Company

RENTER:

DATE OF RENTAL:

EVENT NAME:

This Rental Agreement contains important information regarding the use of The 1850 Settlement ("the property") located at 29360 Bulverde Road, Bexar County, Texas.

A. Rental Agreement The rental agreement shall be executed by both parties, together with the appropriate fees (including the necessary "Damage Deposit") prior to access to the premises. All rentals are subject to the approval of The 1850 Settlement and a signed Agreement shall be returned to the renter.

B. Fees/Deposit 000 # guests expected

a. Property Rental	\$0,000.00 ()
b. Security	\$ 000.00 ()
c. Refundable Damage Deposit	\$ 000.00
d. Non-Refundable Damage Deposit	\$ 000.00
e. Total Due	\$0,000.00
f. Due at booking	\$ 000.00

C. Payment Schedule: 50% payment of the venue rental fee is required upon execution and acceptance of the rental agreement by both parties, to hold the date.

The venue rental deposit is non-refundable. Final balance is due one (1) month prior to the event date, _____ and is non-refundable.

Failure to pay the final balance on _____ may result in cancelation of your event.

Date Transfers are subject to a Transfer Fee and/or may not be allowed.

- D. Damage Deposit:** A damage deposit of \$500.00 will be charged to all event rentals in addition to the rental fee. The Damage deposit must be received within 30 days of the event date. The Refundable Portion of the Damage Deposit (\$250) will be returned within 30 days following the renter's function, if all of the guidelines have been adhered to and/or subject to any damages or miscellaneous expenses incurred during the rental period. If damages occur that are more than the Damage Deposit, renter agrees to pay for the repair of any extra damages to the sole discretion of The 1850 Settlement. Refer to Damages Clause.
- E. Cancellation Policy.** To cancel your event, we must receive notice in writing to formally cancel your contract. If you cancel 90 days prior to your event, your deposit is forfeited and are no longer responsible for the remaining balance. If you cancel within 90 days, you'll be responsible for the full contracted amount listed on this contract. If we are able to rebook your date, we will issue a refund of monies paid minus expenses that we have incurred, to the sole discretion of The 1850 Settlement.
- F. Duration of Lease** includes total hours allowed on property. You will need to set-up, have your event and tear down during the duration of the lease time. Should you need more hours for set-up or tear down you will need to rent those additional hours. THERE ARE NO EXCEPTIONS TO GETTING IN EARLY OR LEAVING LATER. Hours can be scheduled between 10am & midnight. Midnight being the latest hour for your event to end. You may schedule one additional hour after midnight for cleanup purposes only. Your event is scheduled from _____ to _____.
- Farmhouse is not available to guests, wedding party or Renter unless expressed written consent is provided by the owners.**
- G. Set-Up.** The event tables and chairs (60" rounds, 8ft, 6ft and tan padded wooden chairs) will be set up inside of barn according to the floor plan provided by the client the week prior to their event. If any Accent Furniture, i.e. tables, benches, chairs, are moved outside or any other appurtenances such as yard lounging furniture, are moved from their original location, it is the responsibility of the renter to return these items to their original location at the end of the event and prior to exiting

property. Should any of these items not be replaced in their original location following renter's event, the renter's refundable damage deposit shall be forfeited.

- a. **Floor Plans.** 1850 Settlement will assist in the creation of the Lessee's floor plan, but layout and flow are ultimately the Lessee's responsibility. Lessee understands some arrangements might require re-arranging for portions of the reception.
- b. **Decorations.** Staples, nails, thumbtacks, screws, and Christmas lights SHALL NOT be used on the property without prior WRITTEN approval. The use of such items by renter will constitute "damages" and the renter's Damage deposit shall be forfeited.
- c. **Prohibited Items**
 - i. No open flames, fireworks, pyrotechnics, or other extremely flammable materials may be used or placed in or around any of the buildings. Sparklers may be used outside for Bride & Groom send off. Use of fire pits are permissible with the signature of the "Fire Waiver".
 - ii. No firearms are permitted anywhere on the property at any time.
 - iii. No smoking inside any of the buildings. Cigarettes must be disposed of properly.
 - iv. No illegal activity of any type will be permitted.
 - v. No animals without prior written permission/ signature of a waiver.

H. Service Contractors. The venue manager may recommend a variety of service contractors who may provide services beyond those available through the 1850 Settlement. Payment to all service contractors is the sole responsibility of the Lessee. The 1850 Settlement takes no responsibility for service or rentals outside this agreement.

I. Venue Attendant:

A venue attendant will be on property the day of your event. They will assist in making sure that the property is in tip top shape for you before and during your event, will assist vendors in answering any questions about the property, and assist your guests in having a safe and enjoyable experience. The venue attendant is NOT an event coordinator and WILL NOT be available to assist in such duties.

J. Property Clean-Up. Clean up of the facilities is to be provided by either Vendor/s and/or the Lessee. All food and beverages must be removed from the facilities immediately following the event. Debris, trash, puddles, etc. should be cleaned up off of the floor inside all facilities as well as outdoors on the grounds. The Vendor/s,

and/or Lessee, is responsible for cleanup while an event is occurring as well as when it is finished. Renter shall be responsible for the removal of all decorations, personal property, and return any tables and furniture to the original location from outside (with the exception of the event furniture outlined in the "Set up" clause. Building floors and bathrooms must be free of debris and/or personal belongings. All trash must be picked up off of outdoor grounds. Failure to return the grounds in an acceptable condition will cause renter's refundable damage deposit to be forfeited.

- K. Catering Clean-Up.** Renter (and/or their caterer) shall be responsible for the safe use and complete clean-up of the food preparation and or consumption area. This includes but is not necessarily limited to the following; counter-tops should be washed, floors free of debris, trash should be removed and placed in dumpster, and the sinks and surrounding areas should be cleaned. Any items left behind will be removed and disposed of at no liability to the Property.
- L. Cooking.** Outside cooking fires must be kept at a distance of at least 50 feet from the building and in a location specified by the Manager. Violation will result in forfeiture of renter's Damage deposit.
- M. Kitchen Usage.** Renter (and/or their caterer) may use the kitchen area.
Renter is solely responsible for removing debris and personal belongings to those areas unless caterer will be taking care of this area for Renter.
- N. Catering.** The 1850 Settlement welcomes any caterer from our preferred vendor list but will allow other caters. Other vendors listed on our preferred list are highly suggested. The caterer is required to provide us with their minimum of \$1,000,000 liability insurance listing The 1850 Settlement as an additional insured. The COI (Certificate of Insurance) must be turned into The 1850 Settlement no later than 30 days prior to the event.
- O. Alcohol.** You may provide your own alcohol for your event; however, all alcohol must be served by a certified TABC professional/bartender. The 1850 Settlement does not have any restrictions on what type of alcohol can be served. However, all liquor must be served with at least an equal amount of a mixer and therefore cannot be served as a shot, neat, on the rocks or with just a splash. Certified TABC professionals are also responsible for cleaning up bar area, removing all items brought in, wiping down counter and mopping up any spills in their area.

ALL LIABILITIES ARE ASSUMED BY THE RENTER WHEN PROVIDING ALCOHOL TO THEIR GUESTS. RENTER ASSUMES ALL RESPONSIBILITIES FOR THE SERVICE OF ALCOHOL AND SHALL NOT ALLOW ANY INTOXICATED PERSON TO OPERATE A MOTOR VEHICLE.

P. Smoking Policy Smoking is not allowed in any building. Smoking is allowed in designated outside areas with a designated disposal for cigarette butts. Renter is fully responsible for any fires or fire damages. Renter is also responsible for any cigarette butts that are on the grounds. Cigarette butts found, once Renter has left the property, will be charged \$50-\$100 and will be deducted from the refundable damage deposit.

Q. Property Security. At least one (1) law enforcement officer per 100 guests will be scheduled by The 1850 Settlement to be at the premises one hour prior to guests arrival and for the duration of the event regardless if alcohol is being served. All costs of law enforcement shall be the responsibility of and paid by the renter in addition to the rental fee. Security is \$55 per hour, per guard. This charge will be added to the Lessee's invoice once final guest counts and event times are confirmed.

0 - 100 people – 1 officer
101- 200 people – 2 officers
201- 300 people – 3 officers ETC.

R. Damages. Any damages that are a direct result of the renter's party will be deducted from the Damage deposit. If the amount of damage is greater than the Damage deposit of \$500.00 (the amount of renter's Reservation/Clean-up deposit) the renter shall be responsible for payment in the amount spent, time and labor, to return the property to its original condition. This is to the sole discretion of The 1850 Settlement.

S. Indemnification/Hold Harmless. Renter, by executing this agreement, hereby agrees to **INDEMNIFY AND HOLD HARMLESS** The Settlement of 1850 (dba Bunny Holdings LLC) (its agents, servants, employees, and owners) from and against any and all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) resulting from renter's use of the facilities, including owners' (agents, servants, employees, Executive Officers, and Board of Directors) own negligence.

T. Reservation of Rights. OWNER RESERVES THE RIGHT TO IMMEDIATELY CANCEL THIS LEASE AND RETAIN ALL DEPOSITS IF RENTER FAILS TO COMPLY WITH ANY OF OWNERS REQUEST REGARDING CONTINUED BREACH OF THIS AGREEMENT, OR IN ALLOWING UNSAFE CONDITIONS TO EXIST.

U. Amendments. This Agreement may be amended only in writing by the OWNER and renter to fit the particular needs of renter. This would require the approval of the Owner.

V. Additional Conditions to the Agreement

W. Acceptance of Premises: Renter accepts the premises as they are.

X. Improvements to Property. The 1850 Settlement maintains the right to make improvements and/or changes to the property at any time.

BY SIGNING BELOW, RENTER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTOOD, AND APPROVED THIS AGREEMENT AND ACKNOWLEDGES THAT HE/SHE IS SOLELY RESPONSIBLE TO COMPLY WITH ALL IT'S TERMS.

RENTER:

Signed: _____ **DATE** _____
RENTER SIGNATURE

OWNER:

The Settlement of 1850 dba Bunny Holdings LLC

By: _____ **DATE** _____
Printed Name: Joe M. Miller

Responsible Party:

Contact Name:

Address:

Cell Phone:

Email: