

Rental Agreement

PAYMENT TERMS

A Reservation Deposit of fifty percent (50%) of the Rental Fee is due payable upon the execution of this agreement. The amount will confirm and hold the Premises for the Event. The tenant agrees that this amount will be considered a liquidated damage for the Landlord and is non-refundable in the event Tenant cancels for any reason.

The remaining portion of the total rental cost is due and payable no less than thirty (30) calendar days prior to the date of the Event. Late payments will be considered a default of Tenant. Tenant agrees to pay an additional charge of Fifty dollars (\$50) per day for each day the balance of the Rental Fee is late. After five late days the contract will be canceled; Tenant agrees that these amounts will be considered liquidated damages for the Landlord and are non-refundable in the event that the Tenant fails to pay the remaining portion.

A Security and Damage Deposit of five hundred (\$500) dollars is due payable to the Landlord thirty (30) calendar days prior to the date of the Event. The Security and Damage Deposit will be returned to the Tenant within thirty (30) days of termination of this agreement if the Premises is left in a clean and undamaged condition and no default by Tenant of any of the terms or conditions of this agreement has occurred. The Security and Damage Deposit will be returned in the event that tenant cancels this agreement.

Rental payments may be paid by ACH bank transfer, check, or credit card

Tenant and Tenant's vendors and guests shall fully comply with all rules and regulations governing the use of the Premises required by Landlord. (INITIAL EACH BULLET)

RESERVATION & SECURITY AND DAMAGE DEPOSITS

The Taylor Mansion reserves the right to refuse any and all applications. All reservations will be confirmed only upon receipt of the nonrefundable

Reservation Deposit of 50% of the Rental Fee. The Security and Damage Deposit of five hundred (\$500) dollars will be refunded either in full or in part minus any expenses for damages, losses, cleaning expenses, extra rental time, moving and rearranging charges of owner's furniture and accessories, special contractor charges, unapproved building, driving and parking usage, extraordinary maintenance or repairs, security charges deemed necessary after inspection within one week after the event. The Taylor Mansion will provide a detail of the charges against the Security and Damage Deposit and any charges in excess of the Security and Damage Deposit will be billed to Tenant. 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 The Taylor Mansion and are subject to the terms and conditions described herein. It shall be the sole responsibility of the Tenant to completely inform their agents, employees, vendors/contractors and guests concerning their obligations under this Agreement.

_____ CANCELLATION

The Reservation Deposit (50% of the Rental Fee) is not refundable under any circumstances where the Tenant cancels the contract. The Security and Damage Deposit is refundable in any time of cancellation. Incidental charges relating to the execution of the rental agreement may be deducted from any deposits refunded. If The Taylor Mansion must cancel this contract prior to the date of the event, all Rental Fees and the Security and Damage Deposit will be refunded.

_____ OUTSIDE CONTRACTORS

As a condition of conducting business at The Taylor mansion, all contractors/vendors must meet the standards set forth by the facility, including, but not limited to, supplying proof of license and current insurance. The Taylor Mansion must review and approve, in advance of any work performed, all contracts by said contractors/vendors prior to event date. All caterers must provide The Taylor Mansion with a copy of certificate of general liability insurance

in the amount of at least one million dollars showing The Taylor Mansion as the certificate holder with our address included and also listed as additionally insured (Baby Duke LLC dba The Taylor Mansion at 2109 E 4th Street, Taylor, TX 76574). The Taylor Mansion reserves the right to refuse use of certain caterers, designers, stylist, rental companies, disc jockeys, bands, or any other party or vendor supplying goods or services

_____DISCLOSURE OF PLANS

Event set up plans for good weather and bad weather, a complete list of vendors/rental companies and their contact information, a schedule of rental/vendor deliveries, set up time, break down time and pick up must be provided within two weeks prior to date of event to The Taylor Mansion.

_____KITCHEN & COOKING

Use of the commercial kitchen by food vendors is allowed for staging purposes.

_____SETUP

The Taylor mansion reserves the right to make adjustments and changes in any setup arrangements for safety reasons. Electrical extension cords used must be approved by The Taylor Mansion prior to installation and must be rated for the proper size and length of the amperage to be used. Additional set up, break down and pick up time used by Tenant/Vendors/Contractors will be billed at an hourly rate to the Tenant. Client is responsible for setting up all items brought on site by client.

_____TENTING

All tenting must be done by an approved, insured tenting company and comply with The Taylor Mansion standards of meeting safety requirements during high wind and rain conditions. We have several locations for tents that have easy access to the ballroom and Pavilion as well as electricity. Tents must be approved

in advance by The Taylor Mansion staff to avoid damage to the buildings, landscaping, water, sewer and electrical lines.

_____DECORATIONS

The Taylor Mansion staff must approve any special decoration needs. No staples, tacks, or nails may be used to attach decorations. No paint may be applied. No glitter, confetti, rice, pillar candles, or fireworks may be use

_____EQUIPMENT

If any rentals are required, Tenant shall be solely responsible for obtaining such equipment, delivery and setup as well as any damage that may occur to such equipment. The Taylor Mansion will not accept any freight or other delivered items on behalf of the client. Items may not be delivered prior to the contracted start time on the event date. Client or client's representative must be present to accept delivery unless special arrangements have been made and agreed upon in advance with The Taylor Mansion staff.

_____ACCEPTANCE OF EXISTING PREMISES

In signing this Agreement, Tenant accepts all equipment and/or physical limitations of the Facility without any warranty. All implied warranties of habitability or fitness for a particular use are hereby disclaimed. Tenant agrees that taking possession of the Facility shall be conclusive evidence as against Tenant that the Facility Space was in the condition agreed upon herein. Tenant hereby accepts the Premises regardless of reasonable deterioration or wear or tear between the date this agreement is signed and the date of the event. Both parties agree that the Facility will be delivered by The Taylor Mansion to Tenant in its "as is" condition.

_____ALCOHOLIC BEVERAGES

It is the responsibility of the Tenant 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. The Taylor Mansion does not carry a liquor license and therefore no alcohol may be sold 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 Taylor Mansion property. No open container alcoholic beverages may be brought in or taken out of the premises by a Tenant or guest. All service staff is required by law to refuse service to any guest who appears to be intoxicated. By signing this agreement, Tenant acknowledges that The Taylor Mansion is not liable for persons consuming alcoholic beverages or any related injuries and/or accidents of any kind on or off the premises. Only Licensed and insured bartending staff allowed with proof of license and insurance to be provided to The Taylor Mansion staff no less than (30) days prior to event.

_____SMOKING/ VAPING, FIREWORKS, FIRES AND OPEN FLAMES

There shall be no smoking or vaping inside the Facilities or buildings at any time. Smoking in designated, posted smoking area only. No fires, fireworks, open flames are allowed

_____HAZARDOUS MATERIALS

Tenant shall not cause or permit the storage, use, generation or disposition of any Hazardous Materials (as hereinafter defined) at the Facility. Tenant agrees to indemnify, defend and hold harmless The Taylor Mansion from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' consultants' fees) arising out of or in any way connected with Tenant's violation of this provision. Tenant'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 Taylor Mansion staff person will be on duty during the entire time of the rental. The Tenant 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 The Taylor Mansion will be deducted from the Security and Damage Deposit. The Taylor Mansion reserves the right to limit the number of people entering the building or any room for safety reasons and crowd and parking control. All hallways, entryways, and aisles, driveways, motor court and parking area are to be clear of obstacles. The Taylor Mansion and its designees shall have the right to enter the Facility at any time during its use by Tenant. Tenant, or a guest or other person under the Tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Facility. **Because The Taylor Mansion has open water features, trees and landscaping plants that have thorns, domestic animals and wildlife, adult supervision of children is required at all times.** Tenant accepts all financial responsibility to damage and/or stolen property on premises. **Tenants and guests are not allowed to wander or loiter in Non designated portions of the property.** The Taylor Mansion is not responsible or liable for any Tenant or guest's safety or security – beware of wildlife and nature.

____MUSIC

The Taylor Mansion is located in the city limits of Taylor Tx. All outdoor music will be kept within the city sound ordinance. We reserve the right to make sound adjustments during your event regardless of decibel level. Any fines by the City of Taylor for sound ordinance violations will be billed to Tenant.

____CLEAN UP

All food and beverage debris, decoration supplies and other trash must be picked up, bagged and disposed of in our dumpster or removed from the property by the Tenant or their contracted caterer. No trash can be left outside under any

circumstances. The Facility including the grounds must be left in an orderly condition. Failure to complete any of these tasks will result in a partial or complete loss of Security and Damage Deposit. The Taylor Mansion on-site property manager on duty will perform a walkthrough of the premises at the end of the event. The Taylor Mansion is not responsible for any items left behind by Tenant or its guests. Tenant will be billed additional appropriate fees if clean up required exceeds the Security and Damage Deposit. All outside rentals must be picked up within the venue rental hours in your contract. Rentals requiring pick up after hours or on days following your event may incur additional fees

_____PARKING

Parking is available in designated areas only. Tenant should provide at Tenant's expense, as needed, a parking attendant or attendants as needed to ensure that traffic flow and parking in designated areas are strictly adhered to. The Taylor Mansion 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 Tenant's expense. If Valet Parking is used, then an appropriate vendor must be engaged and approved through The Taylor Mansion. All transportation services will be at the expense of the Tenant. No parking or driving is allowed on the grass outside of the parking areas. To allow for free traffic flow and access by emergency vehicle, there is no parking in driveway areas. The Taylor Mansion is not responsible for charges or damages to vehicles that get stuck in mud. Driving across or parking in the field or grass, except within designated parking areas, is prohibited.

_____INSPECTION AND LIABILITY

The Taylor Mansion 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 Tenant or Tenant's guests or invitees brought to the property, or (2) any injury to Tenant of Tenant's guests or invitees brought to the property. TENANT HEREBY INDEMNIFIES, DEFENDS AND HOLDS THE TAYLOR MANSION HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS

AND EXPENSES BY ANY PARTY, INCLUDING GUESTS OF TENANT, ARISING OUT OF ANY SUCH EVENT. Accidents must be immediately reported in writing to The Taylor Mansion at the address stated above and in any event within 24 hours. Tenant agrees to immediately deliver to The Taylor mansion 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 Tenant shall not aid any claimant but shall cooperate fully with The Taylor Mansion in manners connected with any claims or suits. TENANT AGREES THAT AS PART OF THE TERMS OF THIS AGREEMENT, TENANT ON BEHALF OF HIMSELF/HERSELF/ITSELF AND HIS/HER/ITS GUESTS, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND LEGAL REPRESENTATIVES AGREES TO INDEMNIFY AND HOLD HARMLESS THE TAYLOR MANSION 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 The Taylor Mansion. All notices shall be delivered or mailed by U.S. Mail, certified, to the address 2109 E 4th Street, Taylor, Texas 76574.

INSURANCE

Tenant agrees to obtain and maintain throughout the term of the event, proof of insurance from each vendor or contractor conducting business at The Taylor Mansion, indicating The Taylor Mansion 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 The Taylor Mansion staff no later than two weeks prior to the event. The Taylor Mansion will not be responsible for the Tenant's guests, members, personnel, equipment, properties, or audience. Tenant assumes all responsibility when signing this agreement.

TERMINATION AND DAMAGES

Should Tenant be found in violation of any of the provisions of this Rental Agreement, The Taylor Mansion shall have the option, in its sole discretion to terminate the Agreement and Tenant will forfeit all payments previously made to

The Taylor Mansion 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 The Taylor Mansion may be cancelled at the sole discretion of The Taylor Mansion. If Tenant leaves personal belongings or items pertaining to event at the Facility, The Taylor Mansion may charge for additional rental time and/or labor and storage costs of such items. The Taylor Mansion 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. Tenant is responsible for damages to the building, furniture and equipment caused by the Tenant or anyone associated with Tenant's use of building. In addition to anything else provided herein, Tenant expressly agrees to pay to The Taylor Mansion on demand: (a) Any fine or legal violation, including administrative fees, against Tenant during the term of this Agreement or against The Taylor Mansion to the extent arising out of or relating to the renting of the Facility to Tenant. (b) All expenses incurred by The Taylor Mansion in connection with the collection of monies due The Taylor Mansion 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. (d) \$50.00 per hour cleaning fee if the Facility is returned in not substantially the same condition in which it was issued. The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by The Taylor Mansion 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 Tenant are made exclusively for that Tenant. Tenant shall not have the right to assign its rights or obligations under this Agreement without the prior written consent of The Taylor Mansion. If the Tenant relinquishes a date, the date reverts to The Taylor Mansion 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 Williamson County and all suits and claims under this Agreement shall be brought in Williamson County Texas.

_____ FORCE MAJEURE

The Taylor Mansion 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 The Taylor Mansion's control.

_____ NONWAIVER

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

_____ INDEMNIFICATION

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

_____ 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 is 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 Williamson County, and all obligations of the parties created by this Agreement are performable in Williamson County. If this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to The Taylor Mansion 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.

TENANT 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.

Signatures

Tenant Printed Name

Tenant Signature

Date _____

Address

Email

Co-signer Printed Name

Co-signer Signature

Date _____

Address

Email

Taylor Mansion Printed Name and Title

Taylor Mansion Signature and Title

_____ Date _____