

RIVER STAR EVENT PARK RENTAL AGREEMENT

Date of Contract: _____ Date/Time of Event: _____

Lessor: **TEXAS ARTS & CRAFTS EDUCATIONAL FOUNDATION, INC.**

Lessee: _____

Event: _____
Only the activities more fully detailed in the Park Rental Application.

Rental of: Pavilion Grounds Other _____

Rental Fees: \$ _____
All Rental Fees must be paid in full 7 days before the event.

Deposits: \$ _____
A \$250.00 security deposit is required and to “Hold the Date”. \$50.00 of the deposit is non-refundable. The remaining deposit will be returned to the Lessee within 3 days following the event.

Cancellation: The Lessee has until 30 days before the event to cancel and receive a full refund of the deposit. If the Lessee cancels within 30 days of the event, the entire deposit is forfeited unless the rented Premises are otherwise rented for an equal or greater value.

Rented Premises: **RIVER STAR ARTS & EVENT PARK**

1. Rental of Park. Lessor rents to Lessee the Rented Premises for the purposes of conducting the Event during the Term.
2. Rental Fee. Lessee shall pay to Lessor all Rental Fees and Deposits in the amounts and at the times as provided above.
3. Governing Rules and Regulations. Lessee shall use the Rented Premises for the Event in accord with the River Star Arts & Event Park Rules & Regulations attached and only for the event described in the Park Rental Application.
4. Cleanup. Lessee shall, upon the conclusion of the Term, promptly remove all supplies, materials, refuse, and any other materials from the Rented Premises and shall leave the premises in the condition in which the premises were rented.
5. Indemnification. Lessee covenants and agrees to indemnify and hold Lessor harmless from and against any claims for loss, damage (including damage by water), or injury, which may arise or accrue by reason of use by Lessee of the Rented Premises. Further, Lessee agrees to pay to Lessor such costs or expenses, including, but not limited to attorney’s fees, incurred by Lessor on such loss, damage or injury.
6. Security Deposit. If Lessee defaults, Lessor may use the Security Deposit to pay any unpaid fees or commissions, repair any damage or injury, or to pay any expense or liability incurred by Lessor as the result of default.
7. Assumption of Responsibility. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Rented Premises by the consent of Lessee or with the consent of any person acting for or on behalf of Lessee.
8. Attorney’s Fees. Lessee agrees to pay reasonable attorney’s fees incurred by Lessor in the enforcement of this Agreement.
9. Assignment. This Agreement and the privileges granted herein, or any part thereof, cannot be assigned, sublet, or otherwise conveyed by Lessee without the written consent of Lessor.

10. Breach of Agreement. Any of the following shall be deemed to constitute a breach of the terms of this Agreement:
 - a. Failure by Lessee to pay any amount of money due hereunder.
 - b. Failure by Lessee to comply with any other provision of this Agreement or the River Star Arts & Event Park Rules & Regulations.
11. Remedies for Breach. Lessor may, without notice, immediately reenter the Rented Premises and remove all of the property and personnel of Lessee and retain as liquidated damages any sum or sums Lessor may have received from Lessee pursuant to this Agreement. Further, Lessor may recover from Lessee all damages proximately resulting from the breach that are in excess of the liquidated damages. Any such amount shall be immediately due and payable by Lessee.
12. Subordination. This Agreement and all rights of Lessee are subordinated and subject to the existing ground lease with Kerr County.
13. Amendment. This Agreement can only be amended by written agreement signed by both parties.
14. Venue. Any action or judicial proceeding involving this Agreement may be brought only in the Courts of the County of Kerr, State of Texas.

River Star Arts & Event Park Rules & Regulations

1. River Star Arts & Event Park is operated by the Texas Arts & Crafts Educational Foundation. Rental of the Park is limited to those events that the Foundation feels reflect the standards of the community and the Foundation. The Foundation reserves the right to refuse to rent the park and/or to not allow an activity at the Park that does not meet its standards. The Foundation is the sole authority and decision maker as to the appropriate standards to be observed.
2. Lessee agrees to return the park premises and park equipment to its original condition at the end of Lessee's event. Lessee is responsible for removal of all trash and litter from the grounds. Lessee agrees to pay in full for any and all damages incurred by the Park during Lessee's setup, event, and teardown. It is specifically understood that Lessee's liability is not limited to the security deposit posted rather the full cost of repair and or replacement of all damages.
3. All food and beverage concessions rights are reserved by the Park unless otherwise agreed to in writing.
4. Signage space is available on the Park Billboard. Lessee is responsible for costs of their signage, installation and removal. The length of time event signage will be displayed on the Park premises will be determined by the Park Director. No signage is permitted on the perimeter fencing or entrances without written approval of Park Director.
5. Lessee agrees to provide Liability Insurance in a form and amount acceptable to the Park Director and naming the Park and the Foundation as additional insured. Lessee agrees to hold the Park and Foundation harmless for any injury to, sickness or illness of, or theft from the Lessee, its employees, volunteers, service personnel and event attendees.
6. A pre-event and post event site inspection may be conducted by the Lessee and the park representative to determine existing conditions. The Park may apply all or part of the security deposit to any charges due from the event including without limitation, charges relating to the clean-up and restoration of the site. The Park shall refund to Lessee any portion of the security deposit not used, less the \$50.00 non-refundable deposit.
7. Lessee agrees to provide for and be responsible for adequate security, fire and EMS, trash and parking services as approved by the Park Director during its rental period. Security is required for all events. Security must be provided by Flores Security unless otherwise agreed to in writing. Number of guards required is determined by Flores Security.
8. Designated parking will be determined in advance of your event and will be restricted to certain areas. Some events may require parking at the Hill Country Youth Exhibit Center at additional costs. Parking arrangements and costs at the Hill Country Youth Exhibit Center are the responsibility of the Park Lessee.
9. No pets are allowed on park grounds.
10. EMS on grounds service may be required based upon crowd size and/or activities taking place.

 Lessee Date: _____

 Date: _____
TEXAS ARTS & CRAFTS EDUCATIONAL FOUNDATION, INC., Lessor