

# Lotus Ranch, LLC

## Event Contract

(Please Print Clearly)

Clients: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Event Date: \_\_\_\_\_ Proposed Event Start and End Time: \_\_\_\_\_

Check-In Date/Time: \_\_\_\_\_ Check-Out Date/Time: \_\_\_\_\_

Est. # Event Guests: \_\_\_\_\_ Est. # Overnight Guests: \_\_\_\_\_

Venue Rental Fee: \_\_\_\_\_ Total (Plus 6% Sales Tax) \_\_\_\_\_ = Total \$ \_\_\_\_\_

\$500.00 Reservation Date Retainer (Non-Refundable) Due with Contract: \_\_\_\_\_ (Applied towards Venue Fee) plus \$500.00 more due within one month of this signed contract.

### Lotus Ranch LLC and the Above Client Agree to the Following Rental Policies and Procedures

**Alcohol:** Alcohol must be served by a Texas Alcoholic Beverage Commission (TABC) licensed bartender. We will need a copy of their license at least 2 weeks prior to your event, unless you use one of our previously approved bartenders. If the license is not in our possession, no alcohol will be served. All TABC laws must be followed while on the premises. The bar can only be open for a total of four hours. Any person under the age of 21 will not be served alcohol under any circumstances. All service staff are required by law to refuse service to any guest who appears intoxicated. Beer kegs and all other containers likely to leak water are not allowed inside the building without protective liners and prior management approval. Violation of any policies may result in forfeiture of the clean-up deposit.

**Security:** If the guest count for your event is over 150 and alcohol is being served, management has the option of requiring a uniformed security officer present.

**Caterers:** You are welcome to bring in the licensed caterer of your choosing to provide the food and beverage for your guests. No outside/unlicensed food may be served which is not commercially prepackaged. Caterers (or a person designated by the client) are to be responsible for clean-up of food waste and any area used for food prep/serving, including kitchen and garage after the event. Lotus Ranch will provide trash receptacles and liners for your use. Compost materials should be separated from products to recycle. All event garbage must be placed in the bags and deposited in the designated trash area at the end of the event. Lotus Ranch is "Green" and recycle bins will be available and waste materials separated appropriately (failure to do so will forfeit your deposit).

**Delivery and Pickups:** ALL ITEMS MUST BE REMOVED DURING THE CONTRACTED HOURS BOOKED – Unless special exceptions are made with management. (This includes flowers, linens, dishes, candles, etc.) Extra tables, tents and other rental items are to be delivered and picked up on the day of the event during the hours booked unless special arrangements have been made and agreed upon by management in writing prior to the event date.

It is the client's responsibility and should be coordinated with the necessary people to be certain that the Lotus Ranch property is accessible during the time in question. (If your people don't arrive when scheduled, they are likely to find the ranch locked.)

**Theft and/or Damages to Property:** Please know that we will take legal action against anyone who maliciously causes damages to the facilities. You may be held responsible for the actions of your guests and lose your security deposit plus be liable for any additional costs.

**Bands & DJ:** Are allowed, however, due to the local sound ordinance, all outdoor DJs or band MUST keep the volume below 80 db. Friday and Saturday, all outdoor music must be turned off completely at 11:00 pm. Sunday-Thursday, all outdoor music must be turned off at 10:00 pm. As with your guests, you are responsible for the behavior and actions of your hired talent. If you are asked by our event manager to turn down or end your music, you must do so immediately or your event may be ended immediately and without refund. If you have rented guest rooms for an overnight stay, you are welcome to dance inside as long as you wish using our sound system.

**Audio Equipment:** You are welcome to use our sound system with our FM transmitter for your IPOD or laptop. There are speakers in the performance hall. Do not change settings, re-wire or remove the FM receiver from the property. Doing so may result in a deduction from the security deposit.

**Displays and Decorations:** are allowed but cannot be permanently attached (no nails, staples, or tacks) to walls or ceilings, inside or out. No adhesive tape or other tape may be used for attachment. No confetti is allowed inside or outside. No rose petals are allowed due to staining. All candles are to be carefully managed and placed in containers that prevent dripping wax. Sparklers are not allowed except in the parking lot with proper supervision. Fireworks, tiki-lamps and open flames are not permitted due to wildfire dangers. (We are in the country and without fire hydrants or normal fire department services.)

**Smoking:** is not permitted inside. Smoking is allowed only in the designated smoking area and waste must be placed in the appropriate receptacles. Please encourage your guests to be responsible when smoking outside. Due to times of drought conditions, irresponsibility could result in wildfires. Excessive amounts of cigarette waste found on the grounds after the event will result in a deduction to the security deposit. Any smoking inside the building will result in forfeiture of the security deposit and an additional \$250 cleaning fee. No exceptions!

**Safety:** We will not assume liability or responsibility for the safety of clients, guests or invitees brought to the Lotus Ranch property. Please watch children carefully around the water features and ponds especially. (The edges may be loose and slippery.) No swimming is allowed.

**Animals:** The Lotus Ranch property is a designated wildlife haven with a wildlife management plan for promotion of animals and necessary vegetation. As such, some inherent risk of interaction or contact with wildlife exists, for which you agree to assume all liability and responsibility.

**Cleaning & Security Deposit:** Lotus Ranch LLC charges a non-refundable \$100 cleaning deposit. We also require a \$500 security deposit (or credit card authorization) which will be refunded within 14 days after the event barring any damage/excessive cleaning. To avoid deductions from the security deposit, all areas used, inside and out, are to be left clean of debris, including decorations. ***Lotus Ranch is "Green" and recycle bins will be available and waste materials separated appropriately (failure to do so will forfeit your deposit).*** All event garbage must be placed in the designated trash area in plastic bags or appropriate recycle bins. Lotus Ranch will provide trash receptacles and liners for your use. Compost materials should be separated from products to recycle. \*\*\* When moving heavy equipment and furniture, care is to be taken not to damage the floors.

**Reservation Retainer and Payment Terms:** The \$500 Reservation Retainer (non-refundable) is required to reserve your date. (After which all other parties are told that date is unavailable.) An additional \$500.00 reservation fee is due within 30 days from signing the contract. This \$1000.00 is applied towards the Venue Fee. 50% of the balance of the Venue Fee is due 180 days prior to the event date. The remaining 50% of the venue fee is due 90 days prior to the event. You must be paid in full 60 days prior to the event to avoid cancelation of your event. (Invoices may be emailed out so please make

sure you keep us informed of any email changes to avoid a penalty.) Payments may be made by credit card or check payable to Lotus Ranch LLC. Insufficient fund charges on returned checks are \$50. Late scheduled payments are subject to a \$50 penalty.

**Cancellation Policy:** On the day that we receive your Reservation Retainer funds, we begin telling other parties that your date is no longer available. Therefore, cancellations made 181 days or more prior to the scheduled event will result in the loss of the \$500 Reservation Retainer. Cancellations made between 180 days and 91 days prior to the event will result in the loss of 50% of the remaining Venue Fees. Events cancelled less than 90 days prior to the event will receive no refund of fees paid. Please don't ask us to make an exception for your cancelation. Cancellations represent significant amounts of lost revenues which are necessary to pay for operating overheads. All cancellations must be received in writing to be considered valid.

**Force Majeure:** In no event shall we be liable for consequential damages of nature for any reason including but not limited to weather, malicious damage, etc. Should an emergency make it impossible for the facilities to accommodate you and your guests, your event may be rescheduled, however should you choose not to reschedule, your Venue Fees will not be refunded.

**Rights:** The use of Lotus Ranch property is a privilege, not a right. Please remember that you are guests on private property. We ask that all guests show proper respect to the staff and facilities. We reserve the right to observe all private functions and to cancel any event which goes beyond the bounds of propriety. In such cases no refund will be made. We will not assume liability or responsibility for personal injuries, damages to, or loss of personal property, equipment, merchandise or articles left at the Lotus Ranch property prior to, during, or following a function. Anyone being disrespectful will be asked to leave the premises and if compliance is not immediately forthcoming, the authorities will be called to assist and the event may be cancelled. Lotus Ranch reserves the right to photograph all events and use those photographs in its marketing and advertising materials.

I/We have read the above policies, understand them, and agree to abide by them and be bound by them.

Signature of Client or Clients \_\_\_\_\_ Signature of Client or Clients \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

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

\_\_\_\_\_, \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_-\_\_\_\_\_

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

**For Office Use Only**

**PAYMENT SCHEDULE:**

Initial Reservation Retainer \$ \_\_\_\_\_ Date Paid: \_\_\_\_\_

Additional \$500 Retainer due by: \_\_\_\_\_ Date Paid: \_\_\_\_\_

50% of Balance Due \$ \_\_\_\_\_ Due Date: \_\_\_\_\_ Paid: \_\_\_\_\_

Remaining 50% Balance \$ \_\_\_\_\_ Due Date: \_\_\_\_\_ Paid: \_\_\_\_\_

## CREDIT CARD AUTHORIZATION

Name on Credit Card: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of Credit Card: Master Card / Visa / Amex / Discover

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Security Code: \_\_\_\_\_

I hereby give permission to Lotus Ranch LLC to charge my credit card for \$ \_\_\_\_\_,  
By signing below I agree to all terms and conditions of this agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Please fax to Lotus Ranch LLC 512-847-5963 or mail to PO Box 1807, Wimberley, TX 78676

Lotus Ranch Office: 512-847-6633 [www.LotusRanch.org](http://www.LotusRanch.org) Email: [mike@LotusRanch.org](mailto:mike@LotusRanch.org)