



PLEASE READ BEFORE SIGNING.
YOU WILL BE INITIALING EACH PAGE TO ACKNOWLEDGE THAT YOU
HAVE READ AND COMPLETELY UNDERSTAND THE CONTRACT

Terms & Conditions

Now, therefore, in consideration of the mutual covenants, agreements, and obligations hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. FEES

- Venue Rental Fee(s):
 - The cost of the event and payment schedule is attached in this contract (the “Total Fee”). The Rental includes:
 - Private use of the Pearl Ranch for 12 hours
 - Choice of indoor/outdoor spaces
 - Tables and chairs for 300
 - Use of the Main house for bridal suite and groom's suite
 - One hour ceremony rehearsal - subject to availability, booked thirty (30) days prior to event day
 - On-site venue concierge
 - Opportunities for engagement and bridal photos prior to event day
 - Multiple floor-plan options
 - Use of all venue furnishings (remain in place)

Total Fee:_____

- Credit Card Authorization. A credit card must be on file with all signed contracts regardless of intended form of final payments. Renter authorizes Venue to keep a credit card on file and Renter will provide the correct information in the attached credit card authorization form. Credit card information is kept confidential and secure by the Venue. The Venue is hereby authorized to charge the Renter's credit card on file for any balance owing on any payments or fees owed due under this Agreement, including post-event charges related to damages.
- Retainer. The initial payment is a non-refundable reservation retainer of 34% of the Total Fee is required to reserve the Event Date. The retainer fee is due and payable when Renter signs this Agreement and shall be applied towards the Total Fee. Upon Renter's signature and receipt of the Retainer, the Venue will reserve the time and date agreed upon and will not make other reservations for this date.

No date is reserved until both this Agreement and the non-refundable Retainer are confirmed as received. For this reason, the Retainer is non-refundable, even if the date is changed or the wedding cancelled for any reason, including Acts of God, fire, strike, accident, death, and/or extreme weather. At minimum, Renter agrees that the retainer fee fairly compensates The Pearl Ranch for committing to provide the Services and turning down other potential projects, clients, and opportunities.

- Payment Schedule: The agreed upon rental amount totals _____ and the payments shall be made as follows in 34% non-refundable retainer of total fees paid at booking, with the remainder paid as follows:

Due Date	Amount Due
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

- All payments are due on the specified payment schedule. Late fees will apply, and all payments are non-refundable in nature.
 - The fourth and final payment for the security/damage deposit is due twenty-one (21) days prior to the Event Date, along with any additional fees incurred by the Renter if additional services or rentals are added after the third payment schedule. The payment for the security/damage deposit will incur a \$500 fee if late.
 - Renter will be notified of payment five (5) days prior to due date. If payment is not received on due date, the Venue is authorized to charge any payments owed to the credit card provided and authorized herein.
- Late Payments. Time is of the essence with respect to payments due to The Pearl Ranch. If a payment is more than three (3) days late, the Renter agrees to pay a \$50 per day late fee until payment is made. If a payment is more than seven (7) days late, the Renter agrees to pay a \$150 per day late fee until payment is made. The Pearl Ranch reserves the right to terminate this Agreement or suspend Services if these payments are not made. Any returned checks will be charged a [forty dollar (\$40) fee], and all remaining payments are then due and owing.
- Payment Fulfillment. In the event any payment is not received based on the payment schedule herein, and the Venue cannot obtain the funds through the credit card information provided, The Pearl Ranch shall have the right to terminate this Agreement in writing upon seven (7) days notice and opportunity

Agreed to by:

to fully cure the lack of payment. In the event the payment is not received, the Venue shall cease Services, and retain the Retainer and any other monies paid hereunder as liquidated damages. The Pearl Ranch shall also have the right to attempt to book another event for the planned Event Date. If for any reason there is an outstanding balance, Client understands and agrees that they are personally liable in paying the full amount of the total fee.

- Fees for Damages and Loss. Renter agrees to exercise all due care in caring for, and preserving the property of the Venue and other third parties. Renter shall remain responsible for all loss or damages, and agrees to pay cost of all damaged or missing property under the purview of the Venue. Renter agrees to pay for the cost of all damaged, missing or lost items or property value.
- Holidays. For events that take place either on a holiday or on a holiday weekend, at the discretion of the Venue, an additional fee will be charged to the invoice. Sundays prior to Holiday dates will be charged Saturday rates.
- Acknowledgement. Renter acknowledges that the Total Fee, including the Retainer, covers not only the Event Date reservation and day-of services, but also the time, meetings, management, and preparations, as well as the foregoing of other bookings and opportunities, in which the bulk of occur over the months prior to the Event Date. Therefore, the Parties agree the non-refundability of all payments is reasonable.

II. MATERIAL CHANGES TO EVENT DATE

- Rescheduling. The Renter may request to reschedule their Event Date up to 120 days out from the original Event Date to any available date with written permission by the Venue. The Venue will make every effort to accommodate, but Venue's availability is not guaranteed for any other date than the Event Date stated above. The Venue may decline rescheduling requests for any reason. Any increased rates and the most current pricing at the time of rescheduling will apply. Notification of rescheduling must be made in writing promptly by the Renter, and a new contract and retainer is required for reserving the rescheduled date. ***At minimum, the initial Retainer shall be retained as liquidated damages, and shall be non-refundable and non-transferable in any aspect.*** Subject to availability, the Venue may apply a credit and transfer the Renter's non-Retainer payments to the new date. Rescheduling requests for dates the Venue is unavailable or unable to accommodate will be deemed a Cancellation and this Agreement will be terminated and all payments received to date shall be retained by The Pearl Ranch as liquidated damages, not as penalty,

Agreed to by:

and shall be non-refundable in all aspects. A new Agreement and deposit must be executed in order to secure the Venue for the rescheduled date. Any transfer of credit or monies paid may only occur one time per Renter in the event of multiple postponements or rescheduling of multiple dates due to the nature of Venue's business. If Renter reschedules due to any unforeseeable events and a new contract is signed, Renter may not reschedule again. In the event that the request to postpone falls between 0-120 days out from the original Event Date then the postponement will not be able to be accommodated and will be looked at as a cancellation.

- **Cancellation by Renters.** In the event of cancellation of the wedding by the Renter, for any reason (including but not limited to: pandemic or other health crisis, disaster, Act of God, or any other similar or dissimilar cause reasonably outside of either the Client or Venue's control), The Pearl Ranch will suffer losses and opportunities that are difficult to ascertain. Additionally, Renter acknowledges that the fees paid, including the Retainer, cover not only the wedding date reservation and services, but also miscellaneous operating expenses and administrative costs incurred by Venue prior to the Event Date in preparation for the day-of services. As such, Renter agrees that, in the event of cancellation of the wedding, for any reason, the Retainer and all payments received to date shall be retained by The Pearl Ranch as liquidated damages, not as penalty, and shall be non-refundable in all respects. If Event is cancelled, or this Agreement is otherwise breached by Renter, all deposits and payments will be retained by The Pearl Ranch as liquidated damages. The Pearl Ranch strongly encourages Renter to purchase event insurance that includes cancellation and liability coverage. By signing this Agreement, Renter acknowledges Venue has provided this advice and understands that all payments made are non-refundable. If the Renter cancels within thirty (30) days of the Event Date, the final balance will be due to The Pearl Ranch as liquidated damages, not as penalty. The Parties agree that such is reasonable. If Renter cancels Services and the Venue has incurred additional expenses in reliance of the contract that go beyond the amounts due and/or paid, Renter shall reimburse The Pearl Ranch for those additional expenses.
- **Cancellation by Venue.** In the event that The Pearl Ranch cannot or will not continue to render services due to: illness, death, health concerns, government restriction, emergency, accident, Act of God, or any other restriction, the Venue will immediately give notice to the Renter. If a resolution cannot be made, the payment(s) made to The Pearl Ranch will be refunded or credited, less a reasonably accurate percentage of services already rendered. The return of the

Agreed to by:

apportioned payment(s) shall be the entire obligation under this contract. No other damages or guarantees of any kind are recognized or warranted.

- Force Majeure. Either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as: an act of God (fires, explosions, earthquakes, hurricane, natural disasters, flooding, storms or infestation), pandemic, epidemic, governmental order, or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Neither party shall be liable or responsible to the other party for any costs or damages, nor be deemed to have defaulted under or breached this Agreement, due to delay, nonperformance, or failure in fulfilling or performing under this Agreement, when the extent of such failure or delay is caused by or arises from any cause or event beyond such party's control. Such events include, but are not limited to the following "Force Majeure Events": Acts of God, fire, flood, explosion, natural disasters such as earthquake, storm, flood, infestation, epidemic or pandemic, war, invasion, hostilities, civil unrest, government law, action or order, accident, power or other mechanical failures, blockades, national or regional emergencies, strikes, stoppages, shortages, slowdowns, shortage or restriction of transportation, and any other disruptions. Any party claiming the benefit of this provision must give notice as soon as reasonably practicable via written notice to the other party. The impacted party must use diligent and reasonable efforts to resume and/or cure performance under this Agreement as soon as reasonably practicable and to minimize effects of the Force Majeure event.

In the event the Renter chooses to change the date of the event due an Act of God (pandemic, epidemic, tornado, etc.), the Renter must notify The Pearl Ranch in writing no later than thirty (30) days before Event Date. Every effort will be made by The Pearl Ranch, to transfer reservations to accommodate the new date. All payments made towards the original reservation will be applied to the new date unless the change request occurs outside of one hundred and eighty (180) days of the originally scheduled Event Date (the "Original Event"). In the event the new date occurs outside of one hundred and eighty (180) days of the Original Event, all deposits and payments will be forfeited, and a new deposit will be required to reserve a future date. All Fees for the rescheduled date will be based upon The Pearl Ranch's most current listed pricing at the time of the rescheduling. If Renter chooses to cancel their event, all monies paid will be forfeited.

Agreed to by:

The non-refundable Retainer fee, as well as any and all monies paid to the Venue, remain non-refundable. The remaining cancellation and rescheduling clauses and policies apply to all Force Majeure events.

III. PRIOR TO EVENT DATE

- **Communications:** Venue's primary source of communication is through email [events@thepearlranch.com]. Primary communication shall be through email and is the only official documentation accepted for any important event-related information. Texts, social media direct messages, comments on social media, and other forms of communication are not guaranteed to be received or acknowledged by Venue.
- **Questionnaire:** The Renter will receive a Final Questionnaire approximately forty-five (45) days out from Event Date. The questionnaire must be completed and turned in no later than 48 hours prior to the Final Logistics Meeting.
- **Meetings:** The Renter shall be present for one (1) one-hour Final Logistics Meeting. The Final Logistics Meeting will be conducted approximately thirty (30) days prior to the Event Date with the The Pearl Ranch assigned venue concierge. Floor plan selection, bar selections, general timeline, final questionnaire, final headcount, decoration plans, music plans, deliveries and any venue add-ons must be submitted at the Final Logistics Meeting. Renter is allowed to visit on Wednesdays during come and go tour hours from 10 AM - 6 PM unless venue is closed for an event.

The Renter understands and acknowledges that The Pearl Ranch employees work on-site and do not attend off- site meetings for any reason.

- **Bridal Portraits:** The Renter is allotted a two-hour engagement or bridal portrait session at The Pearl Ranch. Sessions are scheduled during normal business hours and are based upon availability. If a session is desired, it must be scheduled at least two (2) weeks prior to the Event Date with The Pearl Ranch and may not be utilized during the Event Date for any reason. Normal business will be taking place during bridal portrait sessions.
- **Logistical Plans:** The Pearl Ranch must review and approve all proposed logistical plans for the use of the premises, a minimum of thirty (30) days prior to the event. There will be no changes made to the floor plan, locations and/or headcount after seventy-two 72 hours prior to the Event Date start time. Any accommodation changes due to weather need to be made no less than forty-eight 48 hours in advance of the Event Date.

Agreed to by:

The Renter further understands that last-minute changes can impact the quality of the event and that The Pearl Ranch is not liable for these compromises in quality.

- **Rehearsal:** If scheduling a ceremony on the premises of The Pearl Ranch, the Renter, their planner/coordinator and all ceremony participants must be present for a rehearsal prior to the event. The rehearsal scheduling will be confirmed sixty (60) days from the Event Date. If no event is scheduled the day before the Event Date, a sixty (60) minute ceremony rehearsal will be scheduled from 4:30-5:30 pm at the latest. If an event is booked the day before the Renter's Event Date, the booked event will take precedence and rehearsal time will be rescheduled for the morning of the event. If the rehearsal needs to take place the morning of the event, access will only be allowed in the designated ceremony area for that (1) hour. Vendor access will not be permitted until the rental time begins, this includes florist and hair/make up vendors. If preferred, the Renter has the option of a sixty (60) minute rehearsal on an alternate day of the week when no event is scheduled. No rehearsals are permitted to take place during another Renter's rental period.
- **Add-Ons:** The Pearl Ranch will supply Renter with a list of add-ons upon booking. Renter has the option to add-on any of the items up until thirty (30) days prior to the event. Any items that are not shown on the list may be able to be provided by The Pearl Ranch if Renter gives notice of what it is they are wanting for their Event. All add-ons MUST be indicated to Renter's venue concierge through The Pearl Ranch and paid in full no later than fourteen (14) days prior to the Event Date.
- **Improvements Prior to Event Day:** The Renter acknowledges and understands that The Pearl Ranch may make improvements to The Pearl Ranch prior to the Event Day. The Renter shall hold The Pearl Ranch harmless and will deem The Pearl Ranch free of any liability if any improvements are made after the Renter books the The Pearl Ranch, and the Event Date. If The Pearl Ranch believes that any improvements will directly affect the Renter on their Event Date, The Pearl Ranch shall notify the Renter no sooner than thirty (30) days prior to the Event Date.

IV. EVENT DAY

- **Rental Period:** The time in which Renter will have access to The Pearl Ranch is the "Rental Period". All rentals are reserved for twelve (12) hours. Set up begins at no earlier than 10:00 AM the day of the event and ends no later than MIDNIGHT. The twelve (12) hour rental period includes set-up, 5 hours of event

Agreed to by:

time, and at least 1 hour of breakdown, the last hour of the rental period is reserved for breakdown, no exceptions. Extra hours may be purchased at \$200/hr for the morning of the event but may not start earlier than 8:00 AM. Extra hours may be purchased at \$800/hr for the evening of the event but may not go later than 1:00 AM (with 12:00 AM event end).

The Renter may choose to start their event at any time during their rental period as long as the service of alcohol does not extend more than 5.5 hours and the event period does not extend more than 6 hours.

- **Suites:** The Renter has access to the bride and groom suites located at the main house at the start of the rental period on the day of event. All personal items **MUST** be removed at the conclusion of the rental period. All trash must be placed in the trash cans provided, additional trash bags may be requested. If excess trash is left and/or damage or loss of property occurs to the suites, a damage fee will be collected.
- **Venue Concierge:** A venue concierge is included with the event rental and will begin their services at the rental start time on the Event Date. The Pearl Ranch Concierge is not a coordinator and will not handle any coordination services. Their sole purpose is to act on behalf of the venue to ensure that Renter has what is needed throughout the rental period including, but not limited to: temperature control, lighting control, any additional rentals or services added on, initial table and chair set up, and maintaining a clean and safe environment. If the need for changes in the initial included floor plan set-up arise, the venue concierge will work alongside the wedding planner/coordinator team to assist with the changes. In no circumstances is the venue concierge solely responsible for any changes to the floor plan on event day. Any changes that need to be made that were not noted on the floorplans are not the responsibility of the venue concierge.
- **Cleaning:** The venue is cleaned courtesy of The Pearl Ranch prior to and after the Renter's rental period. The Pearl Ranch provides trash cans located in the Kitchen. Caterers or Service staff must provide clean up and trash removal in their services. Renter is responsible for clean up and disposal of all decorative materials and personal belongings brought in. Any use of petals, sparklers, etc. must be cleaned up by the Renter. See below for acceptable and unacceptable decorative and send off items.
 - Excessive clean-up such as stains on the chairs, flooring, walls, baseboard, etc. will result in additional fees.
- **Event Breakdown:** All items brought in by Renter, vendors, or guests shall be removed by the end of the rental period specified and agreed upon in this

Agreed to by:

contract. If the event breakdown process takes longer than the specified event rental period, a late fee of \$1000/hr. Any areas used by the Renters or their guests must be clean of personal belongings. The Renter is responsible for making sure their vendors have adhered to cleaning requirements. The Pearl Ranch is not responsible for loss or damage to the property.

- **Vehicles:** All vehicles must be parked in designated parking lots. No driving or parking on grass in undesignated areas is permitted. All vehicles must be removed from the property at the conclusion of the rental period. The Fire Department requires that fire lanes be clear and maintained at all times. Violations of parking restrictions may result in towing or damage to vehicles. Vehicle owners, and not The Pearl Ranch, will be responsible for damage to vehicle or costs resulting from towing.
 - Guests may park on the south side and backside of venue, additional parking will be roped off for guests. Guests are encouraged to ride together to ensure enough parking spots for everyone. If the guest count exceeds 250, shuttles or valet services are recommended.
- **Children and Guests' Safety:** No unsupervised children are allowed on the premises, especially near livestock, open water, the hillside, or the valley of trees. The Pearl Ranch contains equipment, structures, and open spaces that could be damaged or provide a hazard to children if not supervised.
 - If your guest attendants include 10 or more children between the ages of 10 years old and under, you are required to appoint an adult or hire a childcare service to care for and watch children in attendance.
- **Pets:** The Renter is allowed to bring their pet on property to be a part of the ceremony only as long as the pet has been approved by The Pearl Ranch at least thirty (30) days prior to the event and has the following: all shots up to date including rabies, shows no signs of aggression, well maintained (free of fleas/ticks). The Renter will deem someone responsible to bring the pet on and off the premises and handle the pet during the ceremony. The pet may come no more than 30 minutes prior to the ceremony and must leave directly after. The pet must leave the premises completely (including vehicles). The Renter, the Renter's vendors and the Renter's guests shall hold The Pearl Ranch harmless and will deem The Pearl Ranch free of any liability if anything happens regarding the Renter's pet.

V. RENTER'S RESPONSIBILITIES

- The Renter is responsible to see that all vendors, event planners/coordinators, and their staff are aware of and comply with the policies and regulations of The

Agreed to by:

Pearl Ranch. The Renter will be wholly responsible for the replacement of any property, inside or outside, damaged or destroyed on The Pearl Ranch grounds by any event guest, caterer, vendor, planner, or staff during Event Rental hours. What constitutes damaged property is up to the sole discretion of The Pearl Ranch staff. Please make sure that all of Renter's vendors read, understand, and sign the agreement that pertains to them.

- We (I), the Renter, have read and fully understand the Policies and Procedures of The Pearl Ranch. We (I) also understand that if a vendor does not comply with these Policies and Regulations, the responsibility reverts back to the Renter. We (I) are also aware of the additional charges we will occur if there is any damage to The Pearl Ranch's property.
- It is the Renter's responsibility to ensure guests are aware of the terms and rules and to enforce those rules. At no time shall Renter assign this Agreement or sublease this reservation to any individual, group or organization.
- Renter shall fully comply with all federal, state, and local laws, including ordinances of the City and the rules, regulations, and permit requirements of the Police, Fire, and Health Departments.

VI. POLICIES AND REGULATIONS

- Capacity: The Pearl Ranch can accommodate a MAXIMUM of three hundred (300) guests in each space.
- Tables, Chairs and Furnishings: The Pearl Ranch provides the following table and chairs available for use by the Renter listed below. If the Client would like to bring in their own chairs for the reception space then there will be a \$300 chair removal fee. All tables and chairs will be set up by The Pearl Ranch prior to the rental period and no changes will be made to the setup other than by the approved planner, catering team, and/or The Pearl Ranch representative. Furniture, fixtures, furnishings, or display objects are not to be moved or modified for any reason. Only The Pearl Ranch shall be permitted to operate the heat, air conditioning, and lights owned by The Pearl Ranch.
 - 300 White Padded Folding Garden Chairs set up for ceremony (outdoor)
 - 300 Crossback wooden chairs for reception set up (indoor only)
 - 30 Large round tables (72")
 - 24 Wooden round cocktail tables (36")
 - 8 Farmhouse tables (8'x40")
 - Additional tables needed for catering
 - Any damages to rental items added on will be the responsibility of the Client to pay for to either fix or replace.

Agreed to by:

- **Conduct:** There is absolutely no drug use of any kind tolerated on premises. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of The Pearl Ranch staff shall be grounds for immediate expulsion from the premises and conclusion of the rental period. In such cases no refund of the rental fee shall be made.
- **Smoking:** The Pearl Ranch is a tobacco-free, e-cigarette-free environment. The Renter will be fined \$250 per incident if smoking occurs anywhere other than the designated outdoor areas or if remnants of smoking or tobacco use is not disposed of in the correct receptacle.. This includes all smoking products and e-cigarettes. Cigars utilized before or during the Event must be approved by The Pearl Ranch in advance of the Event Rental.
- **Service Providers and Vendors:** The Renter will direct all other service providers and vendors (photographer, florist, DJ, caterer, videographers, etc.) to provide any needed information (including COI's and vendor agreement form) and to cooperate with the Venue as needed. Coordination and cooperation with other service providers is necessary.
- **Photo Release:** By signing this Agreement, Renter expressly grants The Pearl Ranch permission to use photos from the event in various forms of advertising. There shall be no expiration period for this permission. Where images are provided by Renter's contracted photographer or videographer, appropriate credit will be given. The Pearl Ranch may use and publish photographs of all persons and décor involved in the event for editorial, trade, advertising, web site use, or any other purpose and in any manner and medium that they see fit to promote the Venue. The Pearl Ranch may, at their cost and discretion, document aspects of your event with photography, video and or written word with vendors of our choosing. The Renter does hereby release to The Pearl Ranch rights to exhibit this work in print and electronic form privately and publicly.
- **Decorations and Fireworks:**
 - **General:** The Renters will only be permitted to bring in decorations during the Rental Period. The Pearl Ranch does not permit any decorations to be delivered and/or stored prior to the contracted rental period unless otherwise agreed upon in writing prior to the Event. Decorations may not be hung using tacks, nails, staples, screws, masking, duct, electrical, transparent, double-sided tapes, florist putty, command hooks or glues.

Agreed to by:

The only adhesive material allowed on the walls, floors, or wood pillars is stage/drafting/painters' tape or gaffers tape. All decorations must be removed by the end of the rental period. All large items including rentals, equipment, furniture, etc. MUST be rolled in on dollies with large rubber casters. Any installations must be approved by The Pearl Ranch prior to the Event.

- Candles: All candles must be contained or enclosed in glass. The flame must not reach higher than 2" below the height of the glass.
- Petals: Silk petals are only allowed inside the building. Real, light colored petals are allowed outside of the building. All other florals that are not loose or directly on the ground, can be either silk or real depending on the Renter's preference. If silk floral is used outside, it is the Renter's responsibility to ensure that all items are secured properly and collected entirely
- Fireworks: Fireworks, cold sparks, and sparklers are only permitted on The Pearl Ranch premises by The Pearl Ranch's in-house approved vendor, Pyrotex, no exceptions.
- Prohibited Items: Please check with management of The Pearl Ranch for approval outside of this list.

The following items are prohibited:

- No rice, confetti, sparklers, Chinese sky lanterns, birdseed, balloons, hay, sand, stickers, wish lanterns, potpourri, or glitter.
- No weapons of any kind.
- No illegal drugs.

Renter will be charged a fee for cleaning and damage if there is any evidence of use of prohibited items, at the discretion of the Venue.

- **Damage/Security Deposit:** The Pearl Ranch requires a \$1200 security deposit that is due twenty-one (21) days prior to Event Day. If damage or loss of property occurs, the Renter will be notified the week following the event and the amount of the damage total will be deducted from the damage deposit. If any damages are greater than the damage deposit, the credit card on file will be automatically charged. The damage deposit will be returned to the individual and mailing address noted in this Agreement within thirty (30) days after the Event. There is a \$600 cleaning fee automatically deducted from the security deposit so The Pearl Ranch is professionally maintained before and after the Event Rental.
- **Event Insurance:** The Pearl Ranch requires each Renter to purchase day of event insurance for the Renter's protection. Proof of event insurance is due at least thirty (30) days prior to the Event Date. The insurance must, at Renter's sole expense, provide and maintain public liability and personal property damage

Agreed to by:

insurance, insuring The Pearl Ranch and their employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of no less than \$1 Million, and general aggregate liability of not less than \$2 Million. The Pearl Ranch shall be named as an additional insured of said policy. Any outside vendors, companies, and/or institutions **MUST** provide a copy of their Certificate of Insurance and Catering License to The Pearl Ranch at least one month prior to the event. Any vendor providing any type of food (cake, favors, desserts, etc.) **MUST** provide a copy of their Food Handling License.

- **Wedding Planner/Coordinator:** A professional event planner or coordinator is required for the Event and must be present for the entire event rental time frame. The professional may be chosen from our list of preferred planning partners or may be outside of that list as long as they are **approved** by The Pearl Ranch. The wedding planner/coordinator will become a point of contact for the event day. They will be responsible for any changes in floor plans, tables, chairs, and linens.
- **Lost and Found:** The Pearl Ranch takes no responsibility for personal effects and possession left on premises during or after any event. We do, however, maintain a lost and found and will hold recovered items up to thirty (30) days. All reasonable attempts will be made to return any recovered item to its rightful owner.
- **Catering, Alcohol and Security:**
 - **Required Alcohol & Security policy: Security is required regardless of alcohol being served or not**
 - **Alcohol Service:** You must choose an approved bartender from the preferred vendor list. A preferred vendor list of approved bartending services may be requested at any time.
 - Self service and bottle service at guest dining tables is not permitted.
 - SHOTS are not allowed, no exceptions
 - Guests are not allowed to BYOB and any guests found drinking alcohol from vehicles will be asked to leave immediately
 - The bar provider will assume liability of alcohol service.
 - The bar closes no later than thirty (30) minutes prior to the couple's exit. Family members or alcohol providers (if BYOB) are not allowed to continue drinking after couple's exit.
 - Alcohol cannot be served to minors.

Agreed to by:

- If at any time, the bar service provider, bartenders, security officers or The Pearl Ranch's representative deems alcohol consumption to be excessive, the staff has the authority to close down all alcohol service and/or evict inebriated guests from the premises.
 - The Pearl Ranch shall not be held liable for any damages resulting from alcoholic beverages served. Renter shall not allow minors and/or intoxicated individuals to be within the designated bar area, or in any way allow alcoholic beverages to be served to minors or intoxicated individuals. Renter is responsible for the supervision and transportation needs of their guests. Renter will not allow any guest to leave the premises with alcohol. Renter and renter's guests hereby agree to hold The Pearl Ranch harmless from any and all liability resulting from property damage, personal injury or death caused by the sale, purchase or consumption of alcoholic beverages and agrees to fully indemnify The Pearl Ranch, its owners, officers, agents, servants, employees or contracted staff, for any and all claims, including attorneys fees and court costs as a result of any claim or suit filed by Renter, its guests, agents, employees or any other third party.
- Security: A security officer is required at all Events for safety. Arrangements for security will be made by the Renter with one of our approved security vendors. One security officer is required for up to 120 guests and an additional security officer will be required for 121-300 guests. Security must be present for the start of ceremony through the end of breakdown.
 - Catering: You may bring in a caterer of your choice
 - **There may be a fee for the caterer using our kitchen. Fee depends on hours and services. Caterers need to contact The Pearl Ranch to determine their needs and assess a fee directly with the caterer.**
 - Recommendation of a caterer by The Pearl Ranch does not hold The Pearl Ranch accountable for service. The Caterer must supply proof of insurance. Any damages incurred will be presented to the Renter and caterer for resolution.
 - Caterer must supply bussing services through the entirety of the event. If your chosen caterer does not offer these services, the Renter must hire an additional service staff to complete this service. No exceptions.
 - The Pearl Ranch kitchen is intended to be used for final food presentation, plating and bussing only, and is not intended for complete food

Agreed to by:

- preparation; no cooking of raw meat allowed, all meat is to arrive at The Pearl Ranch already cooked. The caterer may use sternos for warming.
- The Pearl Ranch provides trash bags, but the caterer is responsible for placing trash in the dumpster. The kitchen production space will be provided in a clean condition and the space should be returned to clean condition immediately following your event. Please ask a staff member to view the final cleanliness of the kitchen before departing.
 - All liquids and ice MUST be disposed of in the kitchen sink only. If the staff witnesses the ice or liquids being poured on the grounds, the responsible party or the Renter will be responsible for any damages.
 - Caterers are required to sign and return our Catering Guidelines at least thirty (30) days before the event date.
 - It is at the discretion of The Pearl Ranch to require a kitchen tour for your chosen caterer scheduled no later than thirty (30) days prior to the event date and to take place during normal business hours.
 - Hot meals must be provided for all The Pearl Ranch staff and security on site the day of the event
- Harassment and Safety: The Pearl Ranch has a zero tolerance policy with regards to abusive, demeaning, condescending and/or manipulative behavior of any kind to include, but not limited to: verbal, mental, physical or emotional distress of any staff member or outside vendor party involved with the Event or any agent thereof (ex: guests, vendors). The Venue has the right to immediately terminate all services if a guest of the wedding or staff member at the location is acting inappropriately towards the Venue's staff or agents, or exhibiting threatening, hostile, or offensive behavior, verbal abuse, or in the event that the safety of any staff member or agent is in question. Ensuring the appropriate behavior of all guests, vendors, and other persons at the Event shall be the responsibility of the Renter. The Pearl Ranch has the right to immediately terminate Services and remove staff and agents from the situation without approval from the Renter in its sole discretion. In the event day-of Services are terminated early, all monies paid shall be retained by the Venue, and The Pearl Ranch will be released and held harmless as a result of incomplete services.
- Renter understands and agrees that the Venue works to maintain a safe work environment at all times and is obligated to comply with all health and safety laws, directives, and rules and regulations. Renter agrees that Renters and Renters' agents, vendors, and guests shall not carry weapons or firearms, be exposed to severe illness, or request the Venue to do anything illegal or unsafe. The Venue is not obligated to provide Services in any circumstances that are deemed to be unsafe, including, but not limited to, areas affected by

Agreed to by:

communicable diseases, quarantined areas, or other similar occurrences. In the event any of these circumstances arise, Venue reserves the right to terminate service and this Agreement.

VII. MISCELLANEOUS

- Representations and Warranties.
 - Representations and Warranties of The Pearl Ranch. The Pearl Ranch represents and warrants to the Renter that (a) it has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all obligations in this Agreement; (b) The Pearl Ranch's obligations under this Agreement does and will not conflict with or result in any breach or default under any other agreement; (c) The staff of The Pearl Ranch has the required skill, experience, and qualifications to perform the Services, and shall perform the Services in a professional and workmanlike manner in accordance with and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; (d) shall perform the Services in compliance with all applicable federal, state, and local laws and regulations; and (e) the signatures at the end of the Agreement are authorized on behalf of The Pearl Ranch.
 - Representations and Warranties of the Renter. The Renter represents and warrants to The Pearl Ranch that (a) it has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all obligations in this Agreement; (b) the Renter's obligations under this Agreement does and will not conflict with or result in any breach or default under any other agreement (c) the signatures at the end of the Agreement are authorized on behalf of the Renter.
- Limitation of Liability:
 - No Consequential or Indirect Damages. In no event shall either party be liable under this agreement for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, arising out of, or relating to, and/or in connection with any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not it was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.
 - Maximum Liability. In no event shall either party's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid pursuant to this agreement.

Agreed to by:

- **Confidentiality.** The Pearl Ranch owns, possesses, or controls certain trade secrets, copyright and other proprietary and confidential information acquired through the expenditure of time, effort, and money, including, but not limited to, planning documents, instructional documents, timelines, checklists, and the terms of this Agreement, including pricing (herein “Confidential Information”). Renter agrees to use all best efforts to protect the Venue's interest in the Confidential Information and keep it strictly confidential. This includes a covenant to not directly or indirectly disclose, allow access to, transmit, or transfer the Confidential Information to any third party, including but not limited to online forums, without Venue's prior written consent.
- **Third Parties.** This Agreement is solely for exclusive consideration of the Renter and Venue. This Agreement must be jointly signed by the couple (“Renters”). A third party may make full or partial payment, with the agreement that Payor acknowledges the amount paid is a gift to the Renters and not purchase of consideration or benefit. The third party payor relinquishes all rights to dispute, lay claim, or indemnify Venue. The parties who sign this Contract are responsible for all terms and conditions regardless of whether a third party individual agrees to make payments. Should the third party payor (such as a parent) dispute any charges and/or refuse to make any payments required by this Contract, the parties to this Contract (i.e., each Renter) are legally bound to make all deposits and pay all amounts due.

Renters cannot transfer or assign this Agreement to any third party.

- **Legal Terms.** This Agreement shall be binding upon, is for the sole benefit of the Parties hereto, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and permitted assigns of the parties. The Parties have no right to assign this Agreement, by operation of law or otherwise. Requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly given if sent to the email or address given in section one of this Agreement. This Agreement will be deemed made in and governed by the laws of the state of Texas, without application of its principles regarding conflicts of law. The Pearl Ranch shall not be responsible for its failure to perform its obligations under this Agreement caused in whole or in part by events beyond its reasonable control. The Limitation of Liability shall survive the expiration or termination of this Agreement.
- **Release of Liability and Assumption of Risk.** Renter and related parties / participants expressly assume any risk of services and related activities as described herein. By signing this Agreement, the Renter indicates that they are aware and acknowledge that any breach of this Agreement may involve the risk of

Agreed to by:

serious injury. The Renter acknowledges that they and invitees of Renter are voluntarily entering the property with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of The Pearl Ranch or otherwise. The Renter hereby expressly waives and releases any and all claims, now known or hereafter known in any jurisdiction throughout the world, against The Pearl Ranch, and its officers, directors, employees, agents, affiliates, arising out of or attributable to their participation in Activities on the property, whether arising out of the negligence of the Company or otherwise. The Renter covenants not to make or bring any such claim against The Pearl Ranch, and forever release and discharge The Pearl Ranch from liability under such claims.

- **Indemnification.** To the extent permitted by applicable laws, both The Pearl Ranch and Renter agree to defend, indemnify, and hold harmless the respective party, its owners, officers, directors, employees, affiliates, contractors, licensors, successors, or assigns from and against any and all liabilities and expense whatsoever, including without limitation, claims, damages, judgements, awards, settlements, investigations, costs, attorneys' fees, and disbursements which any of them may incur or become obligated to pay arising out of or resulting from breach of this Agreement.

Renter agrees to indemnify, defend, and hold The Pearl Ranch, its owners, officers, employees, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Renter, its employees, and agents of alcoholic beverages.

- **Notice.** Any notice given in connection with this Agreement shall be given in writing and delivered either by email or by certified mail, return receipt requested to the party at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in the accordance with this paragraph.
 - **Email:**
 - **Venue Email:** events@thepearlranch.com
 - **Renter's Email:**
 - **Addresses:**
 - **Venue Address:** 10707 Farm-to-Market 157, Venus, TX 76084
 - **Renter's Address:**
- **Compliance With Law.** The parties shall comply with all applicable laws in performing this Agreement. This Agreement shall be construed according to the

Agreed to by:

State of Texas. Renter acknowledges that this Agreement was entered into in Ellis County, Texas, and that the proper venue for any legal action related to this Agreement is in the Superior Courts of the County of Ellis County, Texas. In the event The Pearl Ranch files suit or an arbitration proceeding to enforce any term or condition herein, the Venue is entitled to expenses of litigation, including reasonable attorney fees.

- **Amendments.** This Agreement has been freely negotiated and shall be recognized as the entirety of the Agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by the Renter and the Venue at the time of acceptance of this contract shall be recognized as amendments to this Agreement. In no event shall this Agreement be modified, altered or amended without the prior written agreement of each party hereto.
- **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would be valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- **Entire Agreement.** This Agreement is the entire agreement and contains the entire understanding between The Pearl Ranch and The Renter, and there are no other binding promises or conditions. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The only way to change or add to this agreement is to do so in writing signed by the parties.
- **Counterparts and Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one agreement. Use of fax, email and electronic signatures shall have the same force and effect as an original signature.

Agreed to by:

The Parties agree to the terms and conditions as set out above dated effective as of the last date of signature below. It is recommended you print a copy for your records.

Bride Name:

Groom Name:

The Pearl Ranch Representative

Agreed to by: