

BRIGHT STAR RANCH & RESORT EVENT CONTRACT

Thank you for choosing Bright Star Ranch & Resort (BSR&R) for your wedding or event! Our policies and guidelines were created so we can work together to assure that all aspects for your special day flow smoothly.

POLICIES AND GUIDELINES

Terms of Agreement

All renters (licensee parties) and their vendors, agents, guests and invitees, (collectively the "licensee"), agree to abide by the following Bright Star Ranch & Resort (BSR&R) (licensor party) policies and regulations. Failure to do so will lead to automatic termination of licensee's rights without refund.

Fees & Deposits

- Bright Star Ranch & Resort offers online deposit payment for your convenience used on our standard pricing of wedding packages. If you have a special request, we will be happy to try and accommodate your wishes, just please give our wedding specialist, Allison Kusak a call at 979.828.5090.
- The Bright Star Ranch & Resort (BSR&R) (facility) is comprised of the chapel, the reception hall and the lodge in different combinations depending on which of two standard packages you choose. Both packages include changing facilities for the bride and use of the ranch grounds for photography.
- BSR&R has two standard wedding/event package combinations. Both include use of the chapel and reception hall:
 - The **overnight package** includes the use of the lodge with overnight accommodations.
 - The **one day package** does not include the use of lodge with overnight accommodations.
- An initial non-refundable payment/deposit of 50% is due upon commitment to rent the BSR&R facilities. The second, non-refundable payment of 50% is due at least 60 days prior to the event date. If the reservation is made within 30 days of the event date, full payment is due at the time of reservation.
- A \$1000 security deposit is required in addition to the rental fee and held as a security deposit that is refundable after the event if no damages have occurred. If no damages are incurred and clean-up is satisfactorily completed, the deposit will be refunded approximately three weeks after the event. In the event of damages that exceed the \$1000 security deposit, licensee will be billed for such damages and will be responsible for payment within 30 days of the dated invoice for the damages. In the event of any breach of this agreement by licensee, BSR&R may retain this security deposit and apply it to any damages it incurs in connection with your event. The \$1000 security deposit will not be a limitation on payment due by licensee for damages to BSR&R facilities.
- All amounts paid to BSR&R are non-refundable (except as stated concerning the security deposit). Failure of licensee to deliver a scheduled payment on time will result in forfeiture of (I) all previous payments (including the security deposit), (II) the reservation of the rental date and (III) the right to use the BSR&R facility.
- All non-refundable payments are not transferable to another date. All payments must be made online through brightstarranch.com

- The only refunds given will be in the event of a death of the bride or groom, military deployment of the bride or groom, or if the venue receives damage from an event of force majeure that cannot be reasonably repaired in time for the event date.
- All cancellations must be in writing. Because of our size, cancellations affect us significantly. Therefore, we adhere to a strict cancellation policy. The rental fee is due in its entirety 60 days prior to your event. The rental will be cancelled if the payment is not received by the required date. Cancellations made before 60 days prior to your event will result in a refund excluding your security deposit. Cancellations (regardless of the reason and including inclement weather) made 60 days or less prior to the event will be refunded half the money paid, excluding the security deposit. Deposits are transferrable to another date, subject to availability.

_____ INITIAL, I agree to comply with all Policies and Guidelines listed above.

GENERAL USE GUIDELINES

- Changing facilities for the bride are included in all of Bright Star Ranch & Resort's wedding packages.
- The final guest count is due to BSR&R two (2) weeks prior to the event.
- Currently BSR&R is only accommodating one wedding party per day.

Hours and Access

- Each rental day begins at 8:00 am CST and ends 16 hours later at 12:00 am/midnight CST.
- Access to the BSR&R facility on the rental date begins at 8:00 am CST and ends 16 hours later at 12:00 am/midnight CST unless agreed upon in writing in advance.
- If licensee stays later than 1 am, Licensee will be charged an additional \$500 per hour for each hour (or part thereof).
- Early entry into the BSR&R facility may be arranged at least 30 days in advance at BSR&R's sole discretion. If BSR&R has granted consent for early entry into the facility, licensee will be notified no earlier than the Monday prior to the rental date.
- Facility closes at 9:30 pm for rehearsal and rehearsal dinner events.
- Extra decorating days will only be considered by BSR&R if there is no other event scheduled. This time will only be for decorating; any other type of event hosting will not be permitted without pre-payment of full facility rental for the additional facility use per day or per hour, at BSR&R's sole discretion.
- All table linens and table decor must be cleared not later than thirty (30) minutes past closing time (12 am/midnight). All trash must be bagged and placed by the front doors. Arrangements for any rental items to be picked up later are to be made in advance with Allison Kusak and are to be placed in the areas designated by BSR&R by the end of the rental period.

Bridal Portraits

- Bridal Portraits Photos, if desired to be taken at the facility, will need to be arranged through Allison Kusak at 979.828.5090. Photos will have to be taken while the venue is not in use by another licensee. If BSR&R is able to schedule an event for the day and time the portraits are scheduled to be taken, BSR&R reserves the right to move the portrait taking scheduling to another unused time and date.

Alcohol / Drugs / Smoking

- **Release of Liability:** Licensee agrees to hold BSR&R, its agents, employees & officers harmless in the event of alcohol related injuries to Licensee attending or returning from their scheduled event.
- Any and all alcoholic beverages (including but not limited to beer, wine, and liquor) must be served by an approved TABC bartender. Licensee is accountable for conduct of guests, vendors, and business invitees.
- Guests, vendors, and business invitees of Licensee attending events are never allowed to bring outside alcohol into the event. "Bring your own bottle" is prohibited in all facilities for any event. The TABC licensed bartender is the only person that is allowed to bring alcohol onto the property.
- No one under the age of 21 will be served or allowed to consume alcohol on the property, even when provided by parents to their children.
- Licensee is accountable for guests' consumption of alcohol and conduct. Please be responsible and respectful of the property.
- All alcohol distribution and service will be shut off 30 minutes prior to the scheduled end of the event. Alcoholic beverages will be able to be served only until 11:30 pm.
- BSR&R reserves the right to ask any guest or other business invitee not in compliance with any of the foregoing to leave the property.
- No illegal drugs are allowed on the property.
- There is no smoking allowed in the interior of any of the buildings. Smoking outdoors is allowed only in designated areas. If "burn bans" have been posted for Robertson County, no smoking is permitted at any time on the property.

Miscellaneous

- Use of fire pit is permitted only if (i) preauthorized in writing to use and (ii) Robertson County burn bans are not in effect. Fire must be fully extinguished before leaving.
- No swimming or water activities are permitted in any ponds, lakes, creeks, tanks, or other water features.
- No pets are allowed on the property.
- All minors must be accompanied and closely supervised by an adult.
- No one is allowed on a ladder except a vendor who is bonded and insured.
- Table bussing is not the responsibility of BSR&R.
- BSR&R does not provide medical staff or medical coverage for the licensee, its vendors, or its guests.
- No firearms or other weapons are allowed during wedding or event rentals except for (i) licensed security personnel and (ii) when the ranch is rented as a hunting venue.
- The licensee is responsible for any and all personal property brought onto the property. BSR&R and its insurers shall not be liable for any damages or loss resulting from damage or disappearance.
- If the licensee elects to have a function outdoor, licensee must understand and agree that licenser is not responsible for any disruptions while ceremonies of any kind are taking place due to rain, wind, inclement weather, sounds or other noise associated with the ranch setting.

Fixtures, Equipment and Materials

- BSR&R does not provide any catering materials, supplies or equipment. This includes, but is not limited to: pots, pans, ice, cups, utensils, plates, dishes of any kind, napkins, etc. BSR&R will only provide one serving table, a preparation sink and a refrigerator for catering purposes.
- All setup of chairs and tables for seating will be the licensor's responsibility. BSR&R will provide seating for 400 in Chiavari chairs and forty (40) - 72" round tables, four (4) - 60" round tables, forty (40) - 8' rectangular tables, and five (5) - 6' rectangular tables. The assembly and disassembly of these items will be the responsibility of licensee.
- All designated indoor reception chairs and tables are not for use outdoors, and are to not be stored outdoors.
- Use of a propane stove is permitted if preauthorized in writing by BSR&R.
- Licensee may not tie into main electrical box for band/DJ equipment or any other needs.
- Arrangements for any rental items to be picked up later are to be made in advance with BSR&R management (Allison Kusak) and are to be placed in the areas designated by BSR&R by the end of the rental period.

Decorations

- No confetti, sand, hay, glitter, birdseed, rose petals, or rice is allowed on the grounds. Special requests will require advance permission that will be granted on a case by case basis.
- No extra items are allowed to be hung from the rafters or ceiling on the interior or exterior of the buildings. No items may be attached to the walls on the interior or exterior by nail, tape, screw or glue. Any wall hangings must be done through a vendor for client safety.
- BSR&R does not provide foliage or plants of any kind and will not be responsible for the moving of any type of foliage. Client should respect existing foliage and plantings and not remove it.
- No crayons for children's tables are permitted. Markers are permitted only if they are washable.
- Any candles or open flame must be in a votive container with no open flame. Fireworks and other forms of fireworks (sparklers, etc.) are not permitted under any circumstances.
- No items should be thrown or placed in water features, including but not limited to floating candles and flowers.

Parking/Grounds

- All motorized vehicles of any kind must be parked in the designated parking locations. No heavy equipment (cars, tractors, scissor lifts, etc.) are permitted on the sidewalks, indoor floors, patios, grass or non-designated parking areas.
- No access to restricted areas of the ranch are allowed.
- Vendors and service personnel are to park in the employee parking areas only.

Wedding Consultants / Caterers / Vendors

- If you are using a wedding consultant or coordinator, BSR&R requires a consultation prior to the wedding. If you have not selected a consultant, BSR&R can provide a referral list of qualified wedding consultants who are familiar with BSR&R. If you are using a consultant who has not used BSR&R facilities

before, we ask that they meet with us in advance of the event date. If you are planning your event yourself, we will be happy to meet with you to familiarize you with the property.

- BSR&R has a successful track record partnering with catering and other service providers in the area. We reserve the right to restrict and prohibit access to our facilities by caterers and other services which do not currently meet our standards. All catering companies must be licensed and insured to the extent reasonably required by BSR&R. All vendors must contact BSR&R management (Allison Kusak) not less than thirty (30) days prior to the event to coordinate the use of BSR&R facilities.

After Event

- Licensee will be responsible for removing all decor and left over food on the night of the event.
- Licensee is responsible for clearing off tables, putting trash in trash receptacles & removing all decor provided by or for licensee.

_____ **INITIAL**, I agree to comply with all General Use guidelines listed above.

Proof of Insurance

- Proof of current comprehensive public liability insurance is required for all events at Bright Star Ranch & Resort. A one million dollar (\$1,000,000) public liability insurance for bodily injury or death is required. The policy must name Bright Star Ranch & Resort as a certificate holder and additional insured. The policy must be effective during lease times stated in this contract, including move-in and move-out dates and any approved pre-planning, staging, decorating or portrait dates. The policy must list all dates and name of the event under description of operations. In order to fulfill this requirement, please:
 1. Send a copy of proof of current comprehensive public liability insurance for a minimum of \$1,000,000.00, naming Bright Star Ranch & Resort LLC as certificate holder and additional insured. It can be purchased online at wedsafe.com or [K&K insurance for weddings \(kandkinsurance.com\)](http://K&K insurance for weddings (kandkinsurance.com)). It is very easy and is relatively inexpensive.
 2. Please contact your caterer and alcohol provider. You will also need to furnish us with insurance and proof of TABC certifications. We suggest that they schedule an appointment to tour our venue before your big day

_____ **INITIAL**, I agree to comply with Proof of Insurance guidelines listed above.

LIABILITY WAIVER RELEASE AND INDEMNITY FORM

LICENSEE HEREBY RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD LICENSOR BRIGHT STAR RANCH & RESORT, ITS PRINCIPALS, EMPLOYEES AND AGENTS (COLLECTIVELY, "LICENSOR") HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, INJURIES TO PERSONS OR TO PROPERTY, OTHER COSTS AND EXPENSES INCURRED IN CONNECTION WITH OR CAUSED BY LICENSEE'S USE OF THE FACILITY, WHETHER OR NOT RELATED TO THE CONSUMPTION OR SERVICE OF ALCOHOLIC BEVERAGES THEREON, WHETHER STRUCTURE, EQUIPMENT, FURNITURE OR OTHER COMPONENT OF THE FACILITY, AND WHETHER OR NOT CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OF LICENSOR OR BY ACTION OF ANY LICENSEE PARTY. FURTHER MORE, LICENSEE HEREBY WAIVES ANY AND ALL SUCH CLAIMS AGAINST LICENSOR, BOTH ON BEHALF OF ITSELF AND THE LICENSEE PARTIES. LICENSEE WILL INDEMNIFY LICENSOR AND WHICH FOR ANY DAMAGES TO THE FACILITY, ITS FIXTURES OR EQUIPMENT WHICH OCCUR ON OR AFTER THE RENTAL DATE, AND WHICH ARE CAUSED BY LICENSEE OR A LICENSEE PARTY, OR OTHERWISE ARISE A RESULT OF LICENSEE'S USE THEREOF.

In addition to the Waiver and Release above, it is a condition to the effectiveness of this agreement that licensee also execute and return to licensor the RELEASE OF LIABILITY, INDEMNITY & WAIVER in favor of BSR&R and the owners of the ranch property, which is an attachment to this agreement.

AUTHORIZATION / YOUR SIGNATURE

I certify that I am an authorized representative of licensee, that I am authorized to enter into this agreement on behalf of licensee, and that I agree to, understand, and will abide by the terms set forth herein. This agreement will be subject to and will be constructed in accordance with the laws of the State of Texas. This shall not be binding and enforceable until fully signed by both the undersigned licensee and accepted by licensor via written confirmation. This agreement constitutes the entire agreement between the parties as the subject matter addressed herein, and may only be amended by written agreement executed by licensee and licensor. In any instance herein in which the consent or election of licensor is required, such consent or election may be made or withheld in licensor's sole and absolute discretion. Faxed or scanned and emailed PDF signatures will be binding on any party so signing.

I have read and agree to the above terms of use:

Signature

Date

Date of Wedding: _____

Total Amount Due: _____

Balance Paid: _____

Security Deposit: \$1000.00 _____

Balance Due: _____

	Security Deposit Paid
	Rental Deposit Paid
	Paid In Full

We look forward to helping make your wedding or event the best possible.

Bright Star Ranch & Resort

Physical Address: 5660 Walker Prairie Rd • Franklin, TX 77856

Mailing Address: P.O. BOX 5449 • Bryan, TX 77805

Ranch Phone: 979.828.5090