



WEDDING CONTRACT

BRIDE'S NAME: _____

EMAIL: _____ PHONE NUMBER: (_____) _____

ADDRESS: _____ ZIP CODE: _____

GROOM'S NAME: _____

EMAIL: _____ PHONE NUMBER: (_____) _____

ADDRESS: _____ ZIP CODE: _____

WEDDING DATE: _____ NUMBER OF GUESTS: _____

1. SERVICES

THE MEADOWS will make available it's facilities on the date indicated above from **12 pm to 12 am**. Packages can always be upgraded but never downgraded. No refunds will be issued for downgrades.

2. ADDITIONAL SERVICES

See spreadsheet attached.

3. FEES AND DEPOSITS

a. Venue rental cost and payment schedule.

The base cost for the use of THE MEADOWS as described in this contract is \$4,500 (including a refundable damage deposit of \$500). To reserve services on the date requested, THE MEADOWS requires this contract be signed by both parties.

Payment 1: \$500 non refundable deposit to hold your date

Payment 2: 50% of balance due including add-ons due 6 months before event date

Payment 3: 100% of balance due including add-ons due 30 days before event date

A second deposit of fifty percent (50%) of the balance is due six months prior to the date of the event.

Payment of the remaining balance of the rental fee is due thirty (30) days in advance of the event.

Deposits and payments will be made by certified check or PayPal.

Any additional upgrades must be paid along with the amounts above on the same schedule. NO EXCEPTIONS.

The initial deposit of \$500 is to secure your date and is non-refundable.

b. Damage/excessive cleanup deposit

In addition to the venue rental deposit, a damage/excessive cleanup deposit is required in the amount of \$500 and is due at the same time as the third payment set forth in the paragraph above.

THE MEADOWS reserves the right to use any or all of the damage deposit toward any of the CLIENT'S obligations under this contract of any claims THE MEADOWS may have for extraordinary cleanup, damages to or destruction of any property located in, on, or around the premises belonging to THE MEADOWS as a result of CLIENT'S use of the premises or in any way relating to the event.

If extra labor and/or cleanup is required as a result of CLIENT'S use of THE MEADOWS' facility, CLIENT agrees to pay for such items at the below agreed upon rates:

Labor to clean up unnecessary messes such as vomit, bodily fluids/secretions, spilled alcohol and other liquids, or extra restroom cleanup from CLIENT'S guests: \$50 per occurrence.

Damage to facility in any form will be photographed by THE MEADOWS and a formal repair/cleaning cost invoice will be submitted to the CLIENT, along with any remaining unused balance of CLIENT'S damage deposit.

If the damage and/or excessive cleanup exceeds the deposit amount, the CLIENT will be invoiced for the repairs and extra cleanup at the following rates: \$50 per hour per person.

4. CANCELLATION AND REFUND OF DEPOSITS

In the unlikely event the CLIENT should cancel this contract, all deposits are non-refundable, except as described herein.

Cancellation within 6 months of event date: 15% refund of monies paid.

Cancellation within 5 months or less of event date: 0% refund of monies paid

Refund of any monies owed (if any), including damage deposit, will be made within 14 business days after cancellation.

The CLIENT shall not assign or sublease any terms, conditions, or services contained in this contract or interest therein without the express written consent of THE MEADOWS.

If for any reason THE MEADOWS is unable to fulfill its obligations under this contract, all deposits will be returned to the CLIENT.

5. DATE CHANGES

In the event CLIENT wishes to change the date of the event, every effort will be made by THE MEADOWS to transfer reservations in support of the new date. The CLIENT agrees that, in the event of a date change, any expenses, including but not limited to, deposits and fees that are non-refundable are the sole responsibility of the CLIENT. See Paragraph 4 for nonrefundable fees.

The CLIENT further understands last minute changes can impact the quality of the event and that THE MEADOWS is not responsible for any compromises in quality associated with a change in the date.

6. INDEMNIFICATION

CLIENT agrees to indemnify, defend, and hold harmless THE MEADOWS, its landlords, building owners, officers, employees, and agents 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 by CLIENT, its employees and agents of alcoholic beverages at THE MEADOWS.

The CLIENT also agrees to indemnify and hold harmless THE MEADOWS, its officers, agents and employees against any and all liability, claims, actions, demands or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporations, property or chattels, on or about THE MEADOWS or to the property itself resulting from any act done, or omission by or through the CLIENT, its agents, contractors, employees, invitees, or any person on the premises of THE MEADOWS by reason of CLIENT'S use or occupancy thereof. These may include, but are not limited to, accident, injury or damage to property arising from any act of the CLIENT'S guests, whether intentional or negligent, which occur during use.

CLIENT agrees to pay all costs and attorney fees incurred by THE MEADOWS, its owners and representatives in defending any such claim or action brought against THE MEADOWS, its owner and/or its representatives.

In the event THE MEADOWS, its landlord, building owners, officers, employees and/or agents are required to file any action in court in order to enforce any provisions of this contract, CLIENT agrees to pay THE MEADOWS, its officers, landlord, building owners, employees and/or agents all reasonable attorney's fees, court costs, and costs of suit incurred by THE MEADOWS, including all collection expenses and interest due. Any suit brought by CLIENT or THE MEADOWS with regard to any claim related to any aspect of this contract must be brought in the judicial district of El Paso County, Texas.

7. RULES AND REGULATIONS

The following is a list of rules and regulations to be upheld by the CLIENT, which includes all event planners, wedding coordinators, vendors, and guests who are involved in the planning and execution of a special event or wedding on the premises of THE MEADOWS.

No foul or abusive language or obscene gestures.

No intoxication or other signs of impairment related to alcohol consumption.

Use of illegal drugs or other illicit substances is not permitted. Violators will be escorted from the premises.

Physical violence of any kind will not be permitted.

No obscene or indecent clothing.

THE MEADOWS reserves the right to remove anyone from the premises at any time without reason/cause.

No use or possession of weapons of any kind.

THE MEADOWS is a "tobacco free" environment. Smoking is not permitted in or near THE FARMHOUSE, the Restroom Trailer, or any other structures.

Smoking is NOT permitted anywhere on the premises.

No open flames are permitted. This includes candles and sparklers.

Caterers should plan for cooking/reheating in specially designed food trays with low flame warmers.

The use of 3 or more crockpots or electric cookers will trip the breakers.

8. SECURITY

THE MEADOWS does not accept any responsibility for damage to or loss of any articles or property left at THE MEADOWS prior to, during or after the event. The CLIENT agrees to be responsible for any damage done to THE MEADOWS by the CLIENT, its guests, invitees, employees or other agents under the CLIENT'S control or direction. At all events, THE MEADOWS will appoint a representative to be in charge of the event, open and close buildings, and be available during the event. THE MEADOWS is not responsible for security. All security costs are the responsibility of the CLIENT and arrangements shall be made prior to the event.

CLIENT agrees THE MEADOWS staff may enter and exit the premises during the course of the event. A representative of THE MEADOWS will be on site during your entire event and will be checking periodically with the responsible parties to insure everything is running smoothly. We will also be checking the restrooms, the overall premises, replenishing hand towels, toilet paper, etc., and will be available for questions or to respond to your needs or any issues that may arise at any time during your event.

9. ALCOHOLIC BEVERAGES

As the host of a private party, CLIENT acknowledges responsibility for the proper and lawful consumption of alcoholic beverages at THE MEADOWS during the duration of the event described in this contract. The CLIENT and its agents will exercise due care in serving alcoholic beverages and will refuse service to any person appearing to be under the age of 21 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages will be removed from anyone believed to be a minor or from any intoxicated person. CLIENT shall monitor all service of alcohol and specifically acknowledges that CLIENT is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. THE MEADOWS may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuses to leave the premises.

The CLIENT agrees to fully cooperate with and assist THE MEADOWS, the catering service, and its agents in enforcing the laws of the The State of Texas and the policies of THE MEADOWS regarding the consumption of alcoholic beverages.

10. SMOKE FREE FACILITY

THE MEADOWS is a smoke free facility. THE MEADOWS is a potentially flammable structure, as are the surrounding cotton/pecan fields. Open flames, frying, or other cooking is not allowed in or near the house as our facility is not ventilated. Smoking is not permitted in any restroom. If smoking materials are discarded in planters, on sidewalks, roadways or grounds, an extra cleanup charge will be imposed. Any guests violating the smoking restrictions will be asked to vacate the premises by the event staff.

11. CHILDREN

All children under the age of 16 must be supervised by an adult at all times. Children are not permitted to wander the grounds unattended by an adult, this includes but is not limited to, inside the farmhouse.

Bicycles, skateboards and rollerblades are not allowed.

12. SET UP, BREAKDOWN AND CLEANUP

If the CLIENT arranges for outside vendors to provide linens, decorations, or any other vendor supplied items, you must notify THE MEADOWS prior to the event. A predetermined time will be allotted when THE MEADOWS will open the facility for vendor deliveries. Every effort will be made to allow set up to occur the day before your event and for breakdown to occur the day after your event. However, other functions at THE MEADOWS may result in limited time slots available for set up and breakdown of your event. Decorations, linens, and other items provided by the CLIENT must be removed no later than the morning after the event, otherwise items will be disposed of at the discretion of THE MEADOWS.

THE MEADOWS takes no responsibility for securing said items nor is THE MEADOWS responsible for any damage or loss. **Anything left behind after 12 noon the following day, unless prior arrangements are made, will be considered abandoned and will be disposed of at THE MEADOWS' discretion. No exceptions.**

The event venue will be in a clean condition prior to your event. **You are required to return the space, including the farmhouse, to the same clean condition in which it was found unless payment for cleanup will be made.** Otherwise, all trash must be collected, properly bagged, and removed to the trash disposal bins by the CLIENT or its caterer. Make sure all rental equipment is stacked on the back patio; not on the grass, and removed from the site no later than the morning after your event unless otherwise approved by THE MEADOWS.

Event trash on the grounds, sidewalks, roadways and lawns (including cigarette butts) must also be cleaned up and placed in designated disposal containers. If signs were placed in the neighborhood, they must also be removed.

THE MEADOWS is not responsible for checking in, checking out or signing for delivery or pick up of any items brought into or removed from the venue by vendors hired by the CLIENT. All packing materials and excess materials (such as bubble wrap, boxes, hangers, wrapping paper, etc.) created by CLIENT deliveries must be removed and disposed of by CLIENT'S vendors. THE MEADOWS' trash receptacles are not to be used for vendor delivery debris. Extra charges may apply if the foregoing terms are not followed. Limited storage space is available on site. If there is a need to temporarily store vendor rental items, CLIENT should consult with THE MEADOWS prior to delivery.

13. CLEANUP

THE MEADOWS includes only nominal cleanup in its rental fees. We provide sweeping and, if necessary, vacuuming of interior event areas used by the CLIENT. Hand scrubbing, power washing, hose-down of areas and other similar efforts to clean up spills, etc. will be billed to the CLIENT as per Paragraph 4 (b) herein. THE MEADOWS also includes in its rental fees the routine cleaning of our restroom. Extra cleaning resulting from misuse or abuse of any of our facilities is not included in our rental fees and will be billed to the CLIENT pursuant to Paragraph 4 (b). We ask and expect that our guests will treat our facilities just as they would their own home.

14. PARKING

Our parking area accommodates approximately 150 cars. If additional parking is needed, arrangements need to be made beforehand. Vendors and guests are encouraged to carpool whenever possible to minimize congestion in the parking areas and on our roadways.

THE MEADOWS staff will strictly enforce parking areas in order to maintain safety and capacity.

15. COURTESY PROTOCOL

The CLIENT understands and will inform their guests and vendors THE MEADOWS prohibits discrimination on the basis of race, color, sex, age, handicap, familial partners, religion, and/or national origin. THE MEADOWS reserves the right to request any person or group acting unruly and contrary to rental regulations to leave the premises immediately.

Assistance from law enforcement agencies will be requested if this request is not met.

16. ITEMS LEFT BEHIND

THE MEADOWS takes no responsibility for personal or vendor effects left on the premises before, during, or after the event. **Any personal or vendor items left behind after 12 noon of the following day will be considered abandoned and will be disposed of at THE MEADOWS' discretion. No exceptions.**

17. PHOTOGRAPHY, PROMOTIONS AND COPYRIGHT

It is important to us that you have an enjoyable and successful event. Should THE MEADOWS be engaged in the promotion or co-production of your event, it is necessary that we see and approve all marketing messages and communications you plan to issue.

THE MEADOWS is our name – please do not shorten or abbreviate it.

We are happy to provide professionally created images of our venue and our logo for promotional materials.

THE MEADOWS shall have the right to take photographs and videos at your event for marketing purposes. All rights to and use of photographs and videos taken by us belong to THE MEADOWS. The CLIENT also has the right to take photographs and videos of the event. Any commercial use of the likeness of our buildings and grounds is prohibited without the express written consent of THE MEADOWS. No nude or boudoir photography or videos are permitted anywhere on site.

18. DAMAGE INCIDENTS

If, during the course of your event, accidental damage does occur it should be reported immediately to THE MEADOWS so arrangements can be made for quick cleanup and restitution. Damage to any room, space, furnishings, and/or equipment by the CLIENT or its guests or vendors will result in appropriate charges based on fair market cost of replacement, repair, additional cleaning, etc. to THE MEADOWS property or equipment. If there is a cost factor associated with a damage incident, the price will be deducted from CLIENT'S damages deposit prior to refund.

19. UNFORSEEN EVENTS

CLIENT agrees THE MEADOWS and its officers shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond its control, including but not limited to acts of God, fires, weather conditions, power outages, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority (to include any local legislation regarding liquor license requirements).

Delays or non-performance excused by this provision shall not excuse payment of any amount owed by the CLIENT at the time of said occurrence. If an event is cancelled in whole or in part because of a force majeure condition, NO refund will be made to the CLIENT. Last minute cancellations of outdoor site use due to inclement weather will **not** be considered for refunds.

COVID cases in the community will not be considered for refunds.

For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm, hurricane watches and warnings, lightning strikes, etc., THE MEADOWS reserves the right to mandate taking shelter, stop alcoholic beverage serving, and require bands and musicians to switch to acoustic entertainment only, adjust volumes or terminate recorded music until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises.

20. TOWNSHIP, COUNTY, STATE AND FEDERAL LAWS

CLIENT agrees to comply with all applicable township, county, state and federal laws and shall conduct no illegal act on the premises.

This contract shall be governed by the laws of the State of Texas and El Paso County.

21. OUTSIDE VENDORS

The CLIENT must coordinate all outside vendors for their event date. THE MEADOWS is not responsible for any miscommunication between Client and outside vendors nor their failure to appear for the event. THE MEADOWS will not be responsible for telling vendors where or how to set up for the event. The CLIENT is responsible for all vendors leaving THE MEADOWS clean, as they found it at time of set up.

22. LAYOUT AND ITINERARY

It is the CLIENT'S responsibility to provide a finalized itinerary and layout design no later than one week prior to the CLIENT'S event. All layouts must be approved by THE MEADOWS for adequacy.

23. BATHROOMS

If your event will have more than 80 guests, you must provide a luxury bathroom trailer sufficient for your number of guests. THE MEADOWS must approve the bathroom trailer selected by CLIENT.

Restrooms inside the house are ONLY for the use of the bride and her bridesmaids. Friends and family will be asked to use the restrooms outdoors. Otherwise, additional cleaning fees will apply.

24. EVENT TENT

THE MEADOWS strongly recommends all events have a tent to protect from rain and the elements. Should the CLIENT choose not to have a tent, THE MEADOWS is not responsible for any damages or losses incurred due to inclement weather.

25. REHEARSAL

Access to the property for a two (2) hour rehearsal is included. It is the CLIENT'S responsibility to timely schedule the rehearsal with THE MEADOWS at least two (2) months in advance.

26. VACATING THE PREMISES

Access to THE MEADOWS is from 12 noon to 12 a.m. on the date of the event. THE MEADOWS must be vacated no later than 12:30 a.m., unless other arrangements have been made with THE MEADOWS. **Should you wish to vacate THE MEADOWS after 12:30 a.m., there will be a fee of \$500 per hour billed at hourly increments.**

See also paragraphs 12 and 13.

27. ASSIGNMENT

This contract may not be assigned in whole or in part by the CLIENT without the express written consent of THE MEADOWS.

28. ENTIRE AGREEMENT

This contract contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

29. AMENDMENT

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

30. SEVERABILITY

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 of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

31. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.

32. 'AS IS' CONDITIONS

THE MEADOWS is a structure that has undergone extensive restoration, renovation and upgrading of facilities. The CLIENT recognizes that, as such, the facility is accepted "as is" and "with all faults."

33. SIGNATURES

By signing below, the CLIENT agrees to pay for any damage to the interior or exterior of the said property and/or its furnishings from actions taken by the CLIENT, their guests, or by any person contracted or otherwise hired by the CLIENT for the event. The CLIENT agrees to hold THE MEADOWS and its employees harmless, including court costs and attorney fees, in any legal action which may result from this event.

BRIDE'S SIGNATURE

DATE

GROOM'S SIGNATURE

DATE