

General Terms and Conditions

Decorations and Set-up:

The farm will be opened (date & time) _____

for the purpose of decorations and set-up, if any, prior to the festival celebration. Renter is responsible for minor clean-up and removal of all decorations at the end of the festivities.

Refunds:

After the event, the deposit is returnable to renter less any damage, overtime, or over limit deduction. The deposit will be refunded because of bad weather. In the event of any termination or cancellation by the renter of this agreement, the proprietor agrees to refund 1/2 of the deposit agreed to by the renter, provided such termination or cancellation is not later than 30 days from the scheduled use of the farm facility. Renter agrees that a forfeiture of the deposit fee for termination or cancellation less than 30 days from the scheduled use of the farm shall compensate proprietor for loss of business under this agreement.

Equine (horse) Liability:

Under Texas law (chapter 87, Texas civil practice and remedies code), an equine (horse) professional, including operators, owners, trainers, and promoters of equine (horse) activities or equine (horse) facilities, is not liable for an injury to or the death of a participant in equine (horse) activities resulting from the inherent risks of equine (horse) activities.

Substitutions:

The proprietor reserves the right to substitute certain activities for others.

No Warranty:

The proprietor and renter specifically agree that renter, on request during reasonable business hours of proprietor, has the right of inspection as to the entire facility and make a sole determination as to the fitness and adequacy of the facility for the renters intended use. The proprietor disclaims the existence of any expressed and/or implied warranty of fitness for a particular purpose, warranty of merchantability, warranty of habitability, or that goods or services are of a particular standard, quality or grade or that of a particular style or model.

Default:

On default or breach of this agreement, renter agrees to pay reasonable attorney's fees and court cost if proprietor hires an attorney to pursue or defend proprietor's rights under the terms of this agreement. The parties specifically agree that this agreement is performable in El Paso, El Paso County, Texas and Venue shall be proper only in El Paso County, Texas as to any litigation. Renter further agrees that in the event of litigation, proprietor shall have a contractual right to recover prejudgment interest at the same rate as the prevailing post-judgement interest rate set by law at the time of the default or breach occurred.

Renter acknowledges that he or she has read this agreement, front and back, and that they understand it and have received a signed copy on execution of the same.

Renter's Initials