

# BENBROOK STABLES

10001 BENBROOK BLVD • BENBROOK, TEXAS 76126 • 817-249-1001

## PARTY AGREEMENT AND LIABILITY RELEASE

Host Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

I am booking a party on \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ am/pm.  
Date

This party is for: \_\_\_\_\_

	Qty	Unit Cost		Total Cost
Package #1	_____	\$395	2.1/2 hours, 2 horses, mini, hayride	_____
Package #2	_____	\$495	3 1/2 hours, 3 horses, mini, hayride	_____
Small Cantina	_____	\$75 / Hour	Up to 35 guests	_____
½ hour for Setup/Cleanup	_____	\$37.50 / Half Hour		_____
Horses	_____	\$70 / Hour		_____
Horse Walkers/Assistant	_____	\$25 / Hour		_____
Hayride w/ Cantina	_____	\$75 / Event		_____
Hayride w/o Cantina	_____	\$175 / Event		_____
Campfire	_____	\$175 / Event		_____
Bonfire	_____	\$550 + permit fee		_____
Bounce House	_____	\$175 / Event	Must be prepaid	_____
Gas Grill	_____	\$50 / Event		_____
Propane Heaters	_____	\$120 Each/ Event		_____
Tablecloth Rental	_____	\$15 Each/ Event		_____
P/A System	_____	\$75 / Event		_____
Drink Trough	_____	\$25 each/ Event		_____
Catering	_____	\$_____ /person	Must be prepaid	_____
Servers/Planners/Coordinators	_____	\$_____ /person		_____
Petting Zoo / Mini Pony	_____	\$250 Zoo / \$50 pony		_____
Date Change Fee	_____	\$75/ per Change		_____
Cleaning/Damage Deposit	1	\$75		\$75.00
<b>Total Cost</b>	_____	_____	_____	_____

----- OFFICE USE ONLY -----

Change or Payment	Cash/ Chk #	Date	Amount	Balance
1.				
2.				
3.				
<b>Total Due</b>				

NOTE: Final payments must be received at least 14 days prior to event; On or before \_\_\_\_\_

Booked by: \_\_\_\_\_ On: \_\_\_\_\_

**Notes/Special Provisions:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Policies and Provisions

## 1. PAYMENTS:

A deposit of one hour of venue rental, along with a Cleaning/Damage Deposit of \$75 is due to hold date and time. The remaining balance is due 14 days prior to the event. If not paid, Benbrook Stables will assume that you are cancelling your event and all money is forfeited. All amenities added within 14 days of the event must be paid in full in cash before they will be added to the event. Cleaning/Damage deposit must be paid with initial deposit.

**All payments must be made by cash or check.**

Client Initials: \_\_\_\_\_

## 2. DATE CHANGES:

ALL DATE CHANGES ARE SUBJECT TO A \$75 FEE. This amount does not go towards balance.

Client Initials: \_\_\_\_\_

## 3. CANCELLATIONS:

If the event is cancelled 30 days or more before the date, all payments except deposit will be returned. All cancellations within 30 days of the event will result in a forfeit of all monies paid. Monies paid for the event planner will not be returned no matter when cancellation occurs. Only those listed on contract can cancel event. **To cancel your event, Benbrook Stables must have a cancellation request in writing before the event can be officially cancelled. (Email is acceptable)**

Client Initials: \_\_\_\_\_

## 4. AGREEMENT CHANGES:

Benbrook Stables will only accept changes to amenities from the responsible party. If there is more than one person who can make changes to this agreement, please provide their contact information at the time of booking. Any amenities added the day of the event must be paid in full in cash before you will receive them. If Benbrook Stables is unable to provide a service or amenity that has been paid in full, the fee for that amenity will be refunded, with exception to bonfire (see Bonfire Clause). **Refunds will be made no sooner than one week following your event.** Amenities cancelled due to Benbrook Stables inability to provide them will be refunded in full. Only that amenity is eligible for refund. **All changes must be made in writing. (Email is acceptable)**

Client Initials: \_\_\_\_\_

## 5. EVENT RENTAL TIME FRAME

CLIENT(S) will have the use of the facility only during the time frame that they have reserved. This includes time for set up and clean up. CLIENT(S) may use the allotted hours however they deem appropriate. If that CLIENT(S) arrive before allotted time, or stay longer than allotted time, Cleaning/Damage Deposit may be retained by Benbrook Stables.

Client Initials: \_\_\_\_\_

## 6. LIABILITY RELEASE

CLIENT(S) UNDERSTAND THAT EVERY GUEST MUST HAVE A SIGNED LIABILITY RELEASE BEFORE GETTING ON A HORSE. Benbrook Stables will provide CLIENT(S) with a Liability Release the day of event. CLIENT(S) is responsible for obtaining signed Liability Releases for each guest. CLIENT(S) accepts full responsibility for any guest that is not listed and/or does not have the signed approval of the guest's parent or legal guardian.

**I UNDERSTAND THAT I AM ACCEPTING FINANCIAL LIABILITY FOR ANY ACCIDENT THAT OCCURS TO ANY UNLISTED GUEST AND THAT I, OR MY INSURANCE, WILL COVER ANY RESULTING MEDICAL OR LEGAL COSTS.**

CLIENT(S) INITIALS: \_\_\_\_\_

## 7. INDEMNIFICATION:

I will defend, indemnify and hold Steven C. Thomson, Molly F. Thomson, City of Benbrook, U.S. Army Corps of Engineers, Triple T Ranches, Inc., a Texas corporations d/b/a Benbrook Stables and its or their employees, agents, officers, directors, and owners (hereafter collectively referred to as "Management") harmless from and against any liability for any injury, loss, or death suffered while on the premises or while engaged in any activity whatsoever or in any location whatsoever that is in any way associated with Management, and from and against any and all claims, losses, liabilities, attorneys' fees, medical fees, costs and expenditures incurred by or asserted against Management, and from and against any and all claims including claims for injury or loss suffered, whether or not such injury or loss resulted directly or indirectly, from any reason including, but not limited to, the negligent or grossly negligent acts or omissions of Management.

CLIENT(S) INITIALS: \_\_\_\_\_

**8. HELMETS**

I will ensure that all guests, under the age of 18, wear riding helmets provided by Management, while riding horses.

**CLIENT(S) INITIALS:** \_\_\_\_\_

**9. CLIENT(S) AND CHILDREN SAFETY**

I will provide adult supervision for any child under the age of ten (10) attending the party, and acknowledge that Management is not responsible for any accidents.

I also understand that there are animals including, but not limited to, cats, dogs, and horses that can, in some way, cause injury. I understand that it is my responsibility to supervise all guests before, during, and after my party. Any child or adult may not feed, ride, carry or pull/tug on any such animals. Doing so may invite injury and it will fall under my responsibility to keep them from doing so.

**CLIENT(S) INITIALS:** \_\_\_\_\_

**10. BONFIRES/CAMPFIRES**

Bonfires and campfires cannot be guaranteed and are subject to approval by the Benbrook Fire Department. In the event of a burn ban, high winds, etc. Benbrook Stables may be unable to have the bonfire or campfire. The fee for bonfires is non-refundable once the bonfire has been built, however, in the event that Benbrook Stables is unable to light said bonfire, the CLIENT(S) will be able to use it at a later date. In the event that Benbrook Stables is unable to light the campfire, only the \$75 fee for the campfire will be refunded. If the CLIENT(S) decides to cancel the event due to Benbrook Stables' inability to have the bonfire/campfire, CLIENT(S) will not receive a full refund for the event. Only the fee for the campfire is eligible for refund.

**Client Initials:** \_\_\_\_\_

**11. PHOTO RELEASE**

We, the undersigned, do hereby consent and agree that Benbrook Stables has the right to take photographs, videotape, or digital recordings of our event or those taken by our photographer or videographer and to use these in any and all media, now or hereafter known, and exclusively for the purpose of advertising. We further consent that our names and identity may be revealed therein or by descriptive text or commentary.

We do hereby release Benbrook Stables, the rights to exhibit this work in print an electronic form publicly or privately. We waive any rights, claims, or interest we may have to control the use of our identity or likeness in whatever media used. We understand that there will be no financial or other remuneration for recording or photographing us, either for initial or subsequent transmission or playback.

**Client Initials:** \_\_\_\_\_

**12. WEATHER**

I understand that Benbrook Stables is an outdoor venue. Events cancelled due to inclement weather will not receive a refund. Events rescheduled will be subject to a fee.

**CLIENT(S) INITIALS:** \_\_\_\_\_

**13. Smoking**

Benbrook Stables is a non-smoking facility. Smoking in and around Cantina, barns, or lawn is not permitted. In the event that cigarette trash is found following your event, your cleaning deposit will be forfeited.

**CLIENT(S) INITIALS:** \_\_\_\_\_

**14. Alcohol**

CLIENT(S) will supply all alcohol. All alcohol must be served by a TABC Certified Bartender. Alcohol may not be served to minors. At any time, if the bartender or Benbrook Stables 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. **A copy of the TABC license must be on file with Benbrook Stables prior to the event. NO CASH BAR IS ALLOWED.**

**CLIENT(S) INITIALS:** \_\_\_\_\_

**15. Decorations**

Decorations may not be hung using nails, tack, or staples. Also, no masking, duct, electrical transparent, double sided tapes or glues that leave a sticky residue. The only adhesive material allowed on the walls or floors is stage/drafting/painters tape, which will not damage surfaces. All other decorations must be freestanding. **CONFETTI OF ANY KIND IS PROHIBITED.**

**CLIENT(S) INITIALS:** \_\_\_\_\_

**16. Logistical Plans**

A Benbrook Stables Representative must review and approve all proposed logistical plans for the use of the premises and amenities a minimum of five (5) days prior to event.

**CLIENT(S) INITIALS:** \_\_\_\_\_

**17. Cleaning**

All items brought in by you, your vendors, or your guests will need to be removed. All tables should be cleared. Grill must be cleaned. Trash must be bagged and taken to the dumpster provided on the property. CLIENT(S) is responsible for making sure that their vendors and guests adhere to the cleaning stipulations. Cleaning/Damage deposit is forfeited if any trash, cigarettes, confetti, decorations, etc. are left after your event, or if any party of the space is determined to be damaged.

**CLIENT(S) INITIALS:** \_\_\_\_\_

**CLEANING/DAMAGE DEPOSIT (\$75- returned pending inspection)**

**CLIENT(S) INITIALS:** \_\_\_\_\_

**Must be paid along with initial deposit at the time of reservations and will be returned in the form of a check no sooner than two weeks after your event.**

**AMENDMENT:**

This agreement may be modified or amended at any time by Benbrook Stables. Venue price is not subject to change once the deposit has been paid.

**ADDITIONAL RESPONSIBLE PARTIES:** Those listed below will be able to make changes to your agreement.

**NAME:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS CONTAINED HEREIN.**

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

Signed: \_\_\_\_\_ Date \_\_\_\_\_

# BENBROOK STABLES

10001 BENBROOK BLVD • BENBROOK, TEXAS 76126 • 817-249-1001

## PARTY AGREEMENT AND LIABILITY RELEASE

### **UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) AND EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

In consideration of being permitted to enter upon the Benbrook Stables premises located at 10001 Highway 377 S., Benbrook, Texas 76126 (hereinafter the "Premises") and/or of being permitted to participate in equestrian activities, I hereby make the following declaration and agreement:

I understand and am fully aware that equestrian activities, specifically including but not limited to horseback riding, involve inherent dangerous risk of serious injury or death, and that by participating in such activities I expressly assume any and all risks of injury or loss.

The undersigned, whether rider, or parent/legal guardian of rider agrees to defend, indemnify and hold Steven C. Thomson, Molly F. Thomson, City of Benbrook, U.S. Army Corps of Engineers, Triple T Ranches, Inc., a Texas corporation d/b/a Benbrook Stables and its or their employees, agents, officers, directors, and owners (hereinafter collectively referred to as "Management") harmless from and against any liability for any injury, loss or death suffered while on the premises or while engaged in any activity whatsoever or in any location whatsoever that is in any way associated with Management, and from and against any and all claims, losses, liabilities, attorneys' fees, medical fees, costs and expenditures incurred by or asserted against Management, and from and against any and all claims including claims for injury or loss suffered, whether or not such injury or loss resulted directly or indirectly, from any reason including, but not limited to, the negligent or grossly negligent acts or omissions of Management. In other words, **I AGREE TO DEFEND, INDEMNIFY AND HOLD MANAGEMENT HARMLESS FOR ITS OWN NEGLIGENCE, CONTRIBUTORY NEGLIGENCE AND GROSS NEGLIGENCE.**

Furthermore, the undersigned agrees that Management shall not be liable or responsible for, and shall be indemnified and held harmless by the undersigned from and against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation, court costs, and attorney's fees, for injury or death to any person or animal, or injury to any real or personal property, received or sustained by any person or persons, or animal or property, arising out of, or occasioned by, directly or indirectly, the use of the Premises, or any condition of the Premises or any other premises owned, leased or controlled by Management, including claims and damages arising in whole or in part from the negligence or gross negligence of Management, its agents, employees, servants, or any other person entering upon the premises.

In the event that any one or more of the provisions contained in this Release shall be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Release and this Release shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

**Host Name:** \_\_\_\_\_ **Effective Date:** \_\_\_\_\_

## **Please retain this page for your records.**

This form is designed to assist you with the use of our facility. Attached are the rules and regulations of Benbrook Stables. Each Client must read Benbrook Stables rules and regulations and sign the responsibilities section.

### **Client Rules & Regulations**

#### **Payments**

A deposit of \$75 is required to hold your date. Remaining balance is due 14 days prior to the event. If not paid, Benbrook Stables will assume the client is cancelling the date and all money is forfeited. All amenities added within 14 days must be paid for in full before it is added to the event.

All payments must be made by cash or check.

#### **Date Changes**

All date changes are subject to a \$75 change fee. This amount does not go towards your balance. In the event the date change is made within 30 days of the event, a new deposit may be required.

#### **Cancellations**

If the event is cancelled 30 days or more before date, all payments except your deposit will be returned. All cancellations within 30 days of the event date will result in a forfeit of all monies paid. Monies paid for event planner will not be returned no matter when cancellation occurs. Cleaning deposit will be returned in the event of a cancellation.

#### **Cleaning/Damage Deposit**

A \$75 cleaning/damage deposit is required for all events in the Cantina. This must be paid as your initial deposit, and will be returned to CLIENT(S) no sooner than one week after the event, pending inspection of the venue. Deposit will be held if, but not limited to any of the following: damage to facility, cigarette trash on ground, trash left in venue, items left in Cantina, damage to landscaping and or grass, buildings, or any part of Benbrook Stables property. Refer to all guidelines concerning decorations, smoking, cleaning, etc. for additional information on deposit.

#### **Alcohol**

CLIENT(S) will supply all alcohol. **All alcohol must be served by a TABC Certified Bartender .** Alcohol may not be served to minors. At any time, if the catering staff or bartender deems alcohol consumption to be excessive, the staff has the authority to close all alcohol service and/or evict inebriated guests from the premises. A police officer is preferred at all events when alcohol is being served.

#### **Smoking**

Benbrook Stables is a non-smoking facility. Your cleaning fee of \$75 will be forfeited if smoking occurs. Cigarette butts left anywhere will result in forfeiting your cleaning deposit.

#### **Unloading / Loading**

All deliveries including band, caterers, equipment, tables, chairs, decorations, personal belongings can only be delivered to designated areas on the parking lot. Delivery vehicles may not drive on the grass for any reason.

## **Please retain this page for your records.**

### **Decorations**

All decorations should be able to be removed with no harm to the venue. No nails, tapes or glue that leave a sticky residue are permitted. No artificial flowers outside, unless contained in an arrangement.

### **Exits**

No confetti to be used outside, unless it is ecofetti which is water-soluble. Ecofetti can be found at [www.ecoparti.com](http://www.ecoparti.com) . No rice, bird seed, food, balloons, wish lanterns, potpourri, or glitter allowed. Please check with management for verification on anything other than bubbles, ecofetti, ribbon wands, glow sticks or sparklers.

### **Glass Breakage**

Any glass breakage must be addressed immediately and management notified at 817-249-1001

### **Vehicles**

All parties are to use appropriate designated roads and parking lots only. No vehicles should ever be on the grass. Not for parking or even turning around.

### **Cleanup**

All items brought in by you, your vendors or your guests will need to be removed. All of the tables and chairs must be cleaned and stacked. At the conclusion of the event all floral inside and outside should be removed, including flower petals on the aisle or outside walkways. Each vendor is responsible for their trash. All trash should be put in trash bags and placed in the dumpster provided on the property.

### **Bonfires/Campfires**

Bonfires and campfires cannot be guaranteed, and are subject to approval by the Benbrook Fire Department. In the event of a burn ban, high winds, etc. Benbrook Stables may be unable to have a bonfire or campfire. The fee for bonfires is non-refundable once the bonfire has been built, however, in the event that Benbrook Stables is unable to light said bonfire, the client will be able to use it at a later date. In the event Benbrook Stables is unable to have your campfire, only the \$75 fee for campfire will be refunded. In the event that you cancel your party due to Benbrook Stables' inability to have a bonfire/campfire, you will not receive a full refund for your party. Only the fee for the campfire is eligible for refund.

### **Clean Deposit Return Checklist**

- \_\_\_\_\_ All decorations, tape, etc removed from the venue.
- \_\_\_\_\_ All cigarette trash removed from the venue and taken to the dumpster.
- \_\_\_\_\_ All trash removed and taken to the dumpster.
- \_\_\_\_\_ All tables/chairs cleaned and stacked along the back wall.
- \_\_\_\_\_ All flower petals/departing items cleaned up and removed.
- \_\_\_\_\_ Any driving on grass by guests, vendors, wedding party, etc. will result in a forfeit of Cleaning/Damage Deposit.
- \_\_\_\_\_ Any items left in the fire pit/fireplace (skewers, coat hangers, or anything other than wood/ashes) will result in a forfeit of deposit.
- \_\_\_\_\_ Cantina must be left in the exact condition it was in upon arrival.

Customer Initials: \_\_\_\_\_ Benbrook Stables Rep Initials: \_\_\_\_\_