

Gallagher HEADQUARTERS

RENTAL AGREEMENT

Gallagher Headquarters, hereinafter referred to as "Ranch" located in Bexar and Medina Counties, whose address is 19179 State Highway 16, Helotes, Texas, 78023 agrees to rent to _____, hereinafter referred to as "Client" whose address is _____ the facilities of the Ranch subject to the following terms and conditions:

1. **Deposit:** To reserve a specific date, a deposit is required in the amount of one-half (1/2) of the rental rate plus a \$500.00 refundable security deposit. The Deposit shall be in the amount of _____ Dollars.
THE DEPOSIT IS NON-REFUNDABLE. CANCELLATION FOR ANY REASON OF THIS CONTRACT WILL RESULT IN COMPLETE FORFEITURE OF DEPOSIT.

2. **Rental Dates and Times:** The period of such use shall be from _____ o'clock on the (morning, evening) of ____ (day) of _____ (month) of 200____, until _____ o'clock on the (morning, evening) of _____ (day) of _____ (month) of 200____, at which time the Client shall vacate the property. No changes of dates of events scheduled will be accepted without written notice and return written confirmation by the Ranch.

3. **Rental Fee:** Client agrees to pay the Ranch the rental sum of \$_____ for approximately _____ number of guests. Fees for security and clean up as well as other Independent Contractor services requested by the Client shall be in addition to the Rental Fee. The amount of this contract is based upon a guaranteed number of guests. No decrease in number of guests (for Rental Fee purposes) will be allowed. If the total number in attendance exceeds the contract amount, an additional fee according to the rate schedule will be assessed and due and payable within seven (7) days of the event date. Children, except for "babies in arms", chauffeurs, bus drivers, tour guides, nurses, etc., will be considered guests.

RATE SCHEDULE

ATTENDANCE	RATES
0 - 150	\$2,500
150 – 500	\$2,500 PLUS \$7.00 PER HEAD FOR EACH GUEST OVER THE NUMBER OF 150
OVER 500	PRICE UPON REQUEST

Client understands that any information Client obtains from the Gallagher Headquarters Ranch web site may not always be the most current information available. Client agrees to contact the rental office for the most current, up to date information.

The Rental Rate of the Gallagher Headquarters includes the landscaped grounds within the walls of the main house compound

4. **Balance of Rental Fee:** The balance of the rental of the Ranch will *be due no later than two (2) weeks prior to the event. FAILURE TO PAY SUCH BALANCE WILL RESULT IN CANCELLATION.*
5. **Caterers:** All arrangements and contracts for catering, vendors, entertainment and the like must be made by the client. The Ranch will provide a list of Approved Caterers who are familiar with the facility. Requested approval of any caterer other than a caterer on the list of the approved caterer's must be in writing. All costs associated with catering and presentations are in addition to the Ranch rental fee and will be paid by the Client. It is agreed that the Client shall assume all liability for loss or theft resulting from third party services.
6. **Printed Material:** For legal and accuracy reasons, please submit the written copy of any materials describing your event, including invitations, before such materials are printed, to the Ranch Coordinator. When using the name of the Ranch, it shall be the "***Gallagher Headquarters***".
7. **Rules and Regulations:** The Client agrees to abide by all rules and regulations of any Governmental Authorities having jurisdiction of the Ranch. The Client further agrees:
 - a. No holes shall be made in any walls, ceilings, doors or any other surface for the installation of decorations or for any other use.
 - b. The use of nails, screws, tacks, staples, and the use of any other fastening device, which leaves a permanent scar or damage, is prohibited. The use of adhesives such as duct, which may leave residue when removed, is also prohibited.
 - c. The use of any cabinets or use of any kitchen equipment, china, crystal, silver belonging to the Ranch *is strictly prohibited.*
 - d. No use of the Ranch kitchen facilities such as stove, refrigerator, or freezer shall be used without express consent of Gallagher Headquarters Ranch.
 - e. Any furniture, artwork, decorative arts to be relocated/removed shall be with the prior written consent of the Ranch. Any furniture moved shall be replaced after the event at the expense of the Client.
 - f. Client shall not use any equipment or machines that would require additional electricity needs in excess of a normal power supply at the Ranch without the approval of the Ranch.
 - g. Client shall not use any decoration, equipment, machine or other structure which would pose a risk to the grounds and personnel of the Ranch or licensee or its guests, employees or invitees.

- h. The Client recognizes that the Gallagher Headquarters Ranch is a private house and not a commercial establishment. Certain items and services, which might be available in commercial venues, may not be available. It is the Client's sole responsibility to ascertain the appropriateness of the facilities at the Ranch for his purposes.
 - i. The Client shall be responsible for all decorations of the facility. All decorations must be removed from the facility immediately following the event. Any clean up necessitated by the removal of decorations shall be billed to the Client, which Client hereby agrees to pay on demand.
 - j. ***Caterer or Security have the right to refuse to serve liquor to anyone they deem to be intoxicated.***
 - k. Swimming is **strictly forbidden** without the express written consent of the Ranch.
 - l. ***All trash shall be removed from the premises within the rental time.***
 - m. The barn, stables, and other ancillary structures are not a part of this rental contract and shall be "off limits" to the Client and any of his agents or guests.
 - n. There shall be **no smoking** inside the Gallagher Headquarters Ranch House Living and Dining areas. Smoking shall be permitted outside only.
 - o. **"No Open Flame"** policy is in effect inside the Gallagher Headquarter Ranch House Living and Dining areas.
8. **Set up:** All Rental equipment contracted by the renter and/or caterer (including tables, tenting, chairs, and staging, etc.) is to be delivered at pre-arranged times and to the approved locations of the Ranch. No equipment is to be delivered any earlier than the day of the event unless written approval is given by the Ranch. All equipment must be removed from the premises immediately following the event, unless written approval is given by the Ranch. The Ranch is not responsible for loss of, or damage to, rental items. ***Additional set up or strike days/clean up days, other than the day of the event, if available shall be a charge of \$1,250.00 per day.***
9. **Security:** The Client will be charged for Security at a rate of \$25.00 per hour for the first guard and \$20.00 per hour for additional guards, to be paid the evening of the event. One guard shall be required for each major area of the Ranch being used. The Living Room/Dining Room, the Quadrangle Courtyard, the Pool Garden and the Greenhouse Garden shall each require a separate guard. A minimum of one guard shall be required. In any event, there shall be one guard per 100 guests. Security shall begin 30 minutes prior to the event, until 30 minutes after all guests have left the premises. In addition, the first Ranch guard shall begin upon the delivery and setup and will remain until all caterers have left and all equipment (including tables, tenting, chairs, staging, portable toilets, trash etc.) has been removed from the premises. Guards are paid in cash at end of event.
10. **Use of Liquor:** Liquor may be served on the premises, consistent with the laws, rules and regulations of the State of Texas and other regulatory authorities. All alcoholic beverages must be brought in and removed by the caterer. ***Under no circumstances will the Client be allowed to provide his own liquor.*** Caterer is responsible for purchasing, setting up, serving

and removing all liquor. ***Caterer and/or Security has the right to refuse to serve liquor to anyone that either the caterer or security deems as intoxicated in their sole opinion.*** The caterer shall assume all responsibility for the serving of alcoholic beverages, including but not limited to, compliance with all rules and regulations. The Ranch is not responsible for alcoholic beverages left on the premises.

Christopher C. Hill and Gallagher Headquarters Ranch assume no responsibility for damages resulting from liquor law violations.

11. **Security Deposit:** Client and/or Caterer is responsible for cleaning up all areas of use and for the removal of all trash immediately after the event. Client understands that the proper disposal of all refuse is important, especially liquids, and that no liquids, including, but not limited to water and/or ice, are to be poured and/or placed in the flower beds or on the grass areas of the Gallagher Headquarters Ranch. Failure to do so will result in billing Client (\$75.00 / hour a minimum on 2 hours) for clean up services arranged by the Ranch. Upon the examination of the premises for cleanliness and damage after an event, if all is found to be in order, a full refund of the Security Deposit will be provided.
12. **Insurance:** The client and/or caterer must have proof of comprehensive liability, liquor (if applicable), casualty insurance in an amount not less than \$1,000,000 or such other amount deemed appropriate by the Ranch. Additional insurance may be required by the Ranch. A copy of the Certificate of Insurance shall be submitted to the two (2) weeks prior to the event evidencing that Christopher C. Hill and Gallagher Headquarters Ranch are both "Named Insured" for the day(s) of the event including set up and clean up.
13. **Sanitary Facilities:** The Ranch septic systems are able to accommodate up to 100 guests. Larger groups must provide additional or alternate facilities. The Ranch recommends use of an air conditioned/heated trailer with both men's and women's facilities. Its location or location of portable toilets must be approved by the Ranch.
14. **Entrance:** ***The Client acknowledges that a bridge, which could flood with heavy rains, crosses the entrance to the Ranch limiting access to or exit from the Ranch. Client agrees to hold the Ranch harmless from costs arising directly or indirectly from loss of access to or exit from the Ranch due to floodwaters. In case of limited access or egress, the Ranch shall refund one-half of the Rental Fee. Any additional fees required herein shall remain the responsibility of the Client.***
15. **Loss or Theft:** The Client assumes all Liability for items damaged, broken or removed from the Ranch by the guests or caterers.
16. **Limit of Liability:** ***Christopher C. Hill and Gallagher Headquarters Ranch assume no Liability for loss, theft or damage to anyone or anyone's property on the premises known as "Gallagher Headquarters Ranch". The Client indemnifies and saves harmless Christopher C. Hill and Gallagher Headquarters Ranch from any liability or damages***

suffered as a result of claims, demands, costs or judgments against him arising out of the event.

In no event shall the Gallagher Headquarters Ranch be liable for any inability to use the Gallagher Headquarters Ranch arising directly or indirectly from acts of God, unforeseeable circumstances, acts (including delays or failure to act) of any governmental authority (dejure or de facto), war (declared or undeclared), riot, revolution, priorities, fires, floods, weather, strikes, labor disputes, sabotage, epidemics, factory shutdowns or alterations, embargoes, delays or shortages in transportation, delay or inability to obtain or procure labor, or material, inability due to causes beyond the Gallagher Headquarters Ranch reasonable control to obtain timely instructions or information for the client or causes of any other kind beyond the Gallagher Headquarters Ranch control. The foregoing provision shall apply even though such causes may occur after the Gallagher Headquarters Ranch performances of its obligation has been delayed for other causes.

Client understands that the total liability of the Gallagher Headquarters Ranch for any loss, damage, or claim, whether in contract, tort (including negligence and liability without fault), or otherwise, arising out of, connected with, or resulting from this Agreement or the performance of breach of any contract based upon this Agreement, shall not in any event exceed the fee set out in this agreement. In no event, whether as a result of breach of contract or warranty or alleged negligence, or liability without fault, shall the Gallagher Headquarters Ranch be liable for special or consequential damages, including, without limitations, loss of profits or revenue, loss of use of the Gallagher Headquarters Ranch described herein or any associated contract, costs of capital, down time costs, the cost of obtaining any alternate rental of the Gallagher Headquarters Ranch, labor costs, the costs of any catering, decorations or claims of customers of the User for such damages.

17. **Payment:** The undersigned Client agrees that any and all amounts due and payable hereunder are payable at 5111 Broadway, San Antonio, TX 78209. In the event any indebtedness becomes delinquent and is referred to an attorney for collection, reasonable attorney's fees and all collection and court costs shall be paid by the Client.
18. **Guarantee:** This contract shall be guaranteed by the undersigned, and if executed by more than one person, then in such event the liabilities and obligations hereunder shall be joint and several and the related words herein shall be read as if written in plural.

Client understands that this Agreement shall in all respects be governed, construed, and enforced in accordance with the laws of the State of Texas, U.S.A. and venue for all claims shall be in Bexar County, Texas. The terms and conditions in this Agreement shall be the only terms and conditions applicable to the rental of the Gallagher Headquarters Ranch and shall supersede any prior agreements or writings and take precedence over any prior terms and conditions. For purposes of the foregoing terms and conditions of sale the term "this Agreement" shall mean all written Agreements to which such terms and conditions are attached and, unless waived or modified in writing by the Gallagher Headquarters Ranch.

Agreed and attested to on this _____ day of _____, 200__.

Client Name (printed)

Mailing Address

Telephone Number

Fax Number

E-mail

Client Signature

Caterer Name (printed)

Mailing Address

Telephone Number

Fax Number

E-mail

Caterer Signature

Cater Name (Printed)

Mailing Address

Telephone Number

Fax Number

E-mail

Caterer Signature

Christopher C. Hill
Gallagher Headquarters Ranch

Gallagher Headquarters

RENTAL AGREEMENT

Renter's Copy Please Keep for your Records

_____ (Client) has read the "Gallagher Headquarters Rental Agreement" and agrees to comply with all requirements. Failure to do so may result in a partial or full forfeiture of the client's security deposit. *Please return a signed copy for our records.*

Name (Please print)

Signature

Phone Number

Fax Number

E-mail Address

Mailing Address

Mailing Address

Gallagher Headquarters

RENTAL AGREEMENT

Caterer's Copy **Please Keep for your Records**

_____ (Caterer) has read the "Gallagher Headquarters Rental Agreement" and agrees to comply with all requirements. Failure to do so may result in a partial or full forfeiture of the client's security deposit. *Please return a signed copy for our records.*

Name (Please print)

Signature

Phone Number

Fax Number

E-mail Address

Mailing Address

Mailing Address

Gallagher Headquarters

Approved Catering List

Anne Marie's
Contact: Ruben Luna
8367 Fredericksburg, Rd. # 145
San Antonio, Texas 78240
(210) 691-1698

Biga International, L.P. DBA
Biga on the Banks
203 S. St. Mary's #100
San Antonio, Texas 78205
(210) 225-0722

Black Tie Affairs
1515 Rogers Avenue
San Antonio, Texas 78208
(210) 226-9881

Catering By Rosemary
Contact: Barbara Brigance
1220 E. Commerce
San Antonio, Texas 78205
210-223-2680

Don Strange of Texas, Inc.
1551 Bandera Road
San Antonio, Texas 78228
(210) 434-2331

Gourmet Fresco Café
Lisa Brooks Catering dba
5917 Broadway
San Antonio, Texas 78209
(210) 824-7900

Menger & Associates
Contact: Erich Menger
923 E. Park Ave.
San Antonio, Texas 78212
(210) 225-0200