

Limestone County Fairgrounds
922 N Tyus, Groesbeck, Tx 76642
254-747-2120

ARENA RENTAL CONTRACT

This Arena Rental Contract, dated as of _____ (Agreement) is executed by Limestone County and Lessee, as defined below. Limestone County hereby rents to Lessee on the terms and conditions contained herein, and Lessee hereby rents from Limestone County, those certain Areas of the Property owned by Limestone County, which is located at 922 Tyus, Groesbeck, Tx 76642 (the Property) which are described in Section II of this Agreement (the Arena) to be used for specific purposes as described below.

I. AGREEMENT

This Agreement is made by and between

NAME OF ORGANIZATION:

CONTACT PERSON FOR LESSEE:

ADDRESS AND PHONE:

Hereinafter referred to as "Lessee" and Limestone County is hereinafter referred to as "Lessor".

Name, date(s), purpose and description of event or use of the Arena:

II. RENTAL FEES LIMESTONE COUNTY FAIRGROUNDS

Includes access to: • Covered Arena 145'x250' • 60'x100' Pavilion • Bucking chutes and back pens • Team roping chutes • Announcers booth w/ sound system • Grandstand seating • Designated parking for trailers • Exterior Water • Tractor and Black Widow Drag

Enter number of days requested where applicable:

- Arena/Pavilion –This does NOT include access to annex/ concession stand:

Friday- Sunday \$600 per day

Dates:

Monday-Thursday \$400 per day

Dates:

- Concession Stand when rented with Arena (see Section VI)

Friday- Sunday \$50 per day

Dates:

Monday-Thursday \$25 per day

Dates:

•Hourly Arena Rental \$50 per hour 8am-5pm, \$75 per hour after 5pm

- Stalls and RV Hook-ups

- **Stalls- \$25 per night (60 stalls available, 20 additional stalls available if needed)**
- **RV Hook-ups 30/50 amp- \$30 per night (32 available)**

Note:

(1) Stalls and RV Hookup Fees are based on a 24 hour period.

(2) Stalls and RV Hookups must be paid for prior to use, or Sponsor may assign and take responsibility for payment to Limestone County.

(3) ***Stalls and RV Hookups not paid for will be charged to Sponsor.***

- Contact Arena Director for practice rental fees and multiple day events.
- Holiday(s) will be charged at the weekend rate (i.e. Memorial Day, Labor Day, etc.)

Annex Rental \$200 per day

Dates:

Reservation Deposit for Arena (Section X) \$200

III. USE

During the term of this Agreement, the Lessee shall be permitted to utilize the Arena for the purpose of conducting the designated scheduled event. Use of the Arena shall be limited to the designated portions of the Property and to the dates and times specified. At the expiration of the period of reserved use, as designated in Section II of the Agreement, the Lessee shall vacate and redeliver possession of the entire Arena to the Lessor in the same condition as it existed at the beginning of the reserved use period, ordinary wear and tear excepted. The Lessee shall be responsible for the overall conduct of all participants, guests, and spectators involved in the scheduled event or shall otherwise utilize the Property pursuant to the terms of this Agreement. Use and placement of banners, flags, or signs provided by the Lessee shall be approved by the Arena Director and shall not cover existing banners or signs without permission. The Lessee, its employees, guests, invitees, agents and spectators ("Lessee's Agents") shall use the Property in a safe, careful and lawful manner and shall not do any act or suffer any act to be done during the term of this Agreement which will in any way alter, mar, deface or injure any part of the Property. Lessee shall reimburse Lessor for all costs, expenses, administrative fees and charges incurred or imposed by Lessor to repair any portion of the Property which may be altered, marred, defaced or injured by Lessee, or any of Lessee's Agents.

The Lessee shall be solely responsible for conducting the scheduled event or applicable use of the Property including, but not limited to, scheduling, advertising, ticket sales, traffic, parking, crowd control, security and on-site medical services, as well as all labor, materials and expenses related to the conduct of the scheduled event or other use of the Property. Depending upon the type and nature of the event, the Lessor may require that the Lessee make special provisions to accommodate traffic, security, parking and crowd control, as conditions of approval of this Agreement. The Lessee shall be solely responsible for making application and paying fees, including, but not limited to, requirements of public health, safety, fire and taxes. The Lessee shall provide copies of all permits to Limestone County prior to any event if applicable.

The Lessee is required to clean-up the property after the event. Lessee shall be required to make a \$100.00 cleaning deposit at the time of its execution of this Contract. If the Lessee leaves the Property in as clean a condition as when it leased the Property, the deposit will be returned to the Lessee. If the Lessee does not leave the Property in a clean condition, the deposit will be applied by the Lessor to clean the Property. The determination of whether the Property was left in a clean condition is within the sole discretion of the Lessor or its designee.

IV. INSURANCE

The Lessee shall provide, during the entire term of this Agreement, liability insurance coverage in the amount of \$500,000.00 per occurrence. Limestone County shall be named as an additional insured under each Insurance policy. All such Insurance policies must also provide for 10 days advance notice of cancellation to the Lessor. The Lessee shall provide Lessor with certificates proving the existence of such public liability coverage no later than 7 days prior to the beginning of the scheduled event or use of the Property. No event will be conducted until proof of insurance and additional insured certificate is filed with Limestone County.

Limestone County shall have the right to cancel all of Lessee's reservations for failure to timely comply with the provisions of this Section IV.

V. COGGINS

As required by the Texas Animal Health Commission, organizers of an assembly of equine are required to implement a procedure for review of records on each participating equine to confirm proof of a negative EIA test status prior to allowing entry of the equine into facilities or locations where the animals will be commingled.

VI. CONCESSIONS & VENDOR SPACES

Lessee will be responsible for choosing and hiring a concessionaire. The fee for using the Concession Stand is noted in Section II. If a lessee decides not to hire a concessionaire, the lessor has the right to hire for that event. Vendor spaces will be assigned on a first come, first serve basis, and a fee of \$ 25.00 per day will be charged for each space. Vendor spaces will be assigned by and fees paid to Limestone County except as otherwise allowed by the County.

VII. ALCOHOL

No alcoholic beverages may be possessed, sold or consumed on the premises absent compliance with applicable state laws, including any permits required by the Texas Alcoholic Beverage Commission, and compliance with these Rules. ONLY alcoholic beverages provided by a concession vendor who has been assigned a vendor space and paid the applicable fee set forth in section II above are allowed to be possessed or consumed on the premises.

IF an Event is proposed to involve an alcoholic beverage concession, the Sponsor must notify the County of this fact prior to the Event being scheduled. The Sponsor must provide or cause to be provided proof that the proposed alcoholic beverage concession is authorized by state law, and has received any state permits required to sell alcoholic beverages at the Event. Security must be provided when alcohol is sold at an event.

The County reserves the right to prohibit alcoholic beverages being sold at an Event, even if the requirements to do so are met:

- If the Event primarily involves youth participants
- Where the Event has not been responsibly managed in the past when alcohol has been served;
- Where the Sponsor has not followed the Rules in the past; or
- Where there are public safety concerns created by the sale of alcohol either due to the nature of the Event or its size.

VIII. SECURITY

Security for the Event will not be provided by the County. The Sponsor is responsible for Event security. If alcoholic beverages are to be served at the Event, the Sponsor MUST provide security in the form of at least two (2) off-duty peace officers. The Sponsor must make arrangements with the officers directly, and will be responsible for paying the officers. Off-duty officers of the Limestone County Sheriff's Office shall be given first preference for such security work. Sponsors may contact the Limestone County Sheriff's Office with security work opportunities. These off-duty security jobs are posted at the Sheriff's Office. Interested officers may then contact the Sponsor, and the County is not a party. The security work is not a part of the officer's job with the County, and is not required of the officer by the Sheriff.

For large Events, having an expected attendance of 1,000 or more, the same security requirements as for Events where alcohol is served shall apply, whether or not alcohol is served.

IX. HOLD HARMLESS CLAUSE

The Lessee hereby indemnifies and holds Limestone County and all of its employees, members, agents and guests harmless from and against any and all damages or claims, incurred, suffered or claimed against the Property, Limestone County, its employees, members guests, resulting from or related to Lessee's use of the Arena or any other portion of the Property including, but not limited to, any and all damages resulting from accident, injury or other incidents caused in whole or in part by any negligent act or omission of Lessee, or anyone directly or indirectly employed by Lessee, its guests, agents or invitees.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN 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.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

LIMESTONE COUNTY CLAIMS ENTITLEMENT TO THE PROTECTION OF CHAPTER 87, APPLICABLE RECREATIONAL USE LAWS AND SOVEREIGN IMMUNITY.

Moreover, Limestone County requires that Lessee have on file an "Accident Waiver and Release of Liability Form" signed by all participants of the event described in the first section of the Agreement. Such form should be similar to and include the information noted on the one provided at the end of the Agreement. The foregoing warnings must be in the form.

Lessee leases the Property “as is,” “where is,” and “with all faults,” and Lessor makes no representation that such Property is suitable for Lessee’s intended use, or of the fitness or quality of the Property. Lessee indemnifies and holds Lessor harmless from any claims, causes of action or damages arising from the condition or use of the Property.

X. RESERVATION DEPOSIT

Advance reservation deposit of \$200 specified in Section II of this Agreement is required upon the execution of this Agreement. Note that the reservation on the Arena calendar will not be confirmed until the deposit is received.

The reservation deposit is refundable as follows:

Greater than 90 days- 100%
89-60 days- 50%
59 days or less- NO REFUND

XI. FINAL PAYMENT

The Lessee shall make final payment to Limestone County the final day of the event. The final payment includes arena rental fees minus deposit, concession fees, stall and rv sales, if applicable.

XII. RIGHT OF ENTRY

The Lessor reserves the right to have its employees and agents enter the Arena or Concession Stand at any time for the purpose of inspecting the Lessee’s operation of the Property, or to perform maintenance activities.

XIII. ACKNOWLEDGEMENT

By signing below, both parties understand and acknowledge this Agreement in its entirety.

FOR LESSEE

CONTACT PERSON _____

DATE _____ **Title:** _____

LESSOR

Limestone County : _____

DATE _____ **Title:** _____