

AUSTIN COUNTY FAIR ASSOCIATION
LEASE AGREEMENT

Lessee: _____

Office Use Only:	DIRECTOR IN CHARGE: _____ SECURITY: _____
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LESSEE/LEASE INFORMATION **Date of Function:** _____

Name: _____

Street Address: _____

Mailing Address: _____

Phone: () _____ **DL #** _____ **State** _____

Type of Function: _____

(i.e. Wedding Reception, Anniversary Party, Quinceanera, etc.)

Honorees, Band, etc. _____

Starting Time: _____ **to Ending Time:** 12:00 A.M

Approximate Number of People Who Will Attend Function: _____

Is this a public or private function? _____

Will alcoholic beverages be available during your function? _____

Will alcoholic beverages be sold during your function? _____

Austin County Fair Director in charge: _____

REQUIRED FEES

SECURITY DEPOSIT

- _____ **\$800.00 – All or part of deposit will be forfeited due to:**
- ❖ **Damage done to the facility / and/or taping, stapling, to walls & ceiling**
 - ❖ **Hall/Grounds not being properly cleaned**
 - ❖ **Keys not being returned promptly after function**
 - ❖ **False Fire Alarms**
 - ❖ **Other items as may be listed specifically in this lease**

If damages/cleaning exceed the amount or the security deposit, Lessee will be responsible for the difference. An Austin County Fair Association representative will inspect for damages of the premises. The deposit will be refunded to lessee by check within ten (10) days after the function.

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AUSTIN COUNTY FAIR CONVENTION & EXPO CENTER
RENTAL FEES

HALL RENTAL

Up to 400 Guests	\$1000 for First 4 Hours (Lights & Air) \$100 per hour for each additional hour	_____	_____
401-700 Guests	\$1,050 for First 4 Hours (Lights & Air) \$100 per hour for each additional hour	_____	_____
701-1,000 Guests	\$1,125 for First 4 Hours (Lights & Air) \$100 per hour for each additional hour	_____	_____

INSURANCE _____

CLEANING _____

SECURITY

Number of Officers _____

Hours of Event _____

Total Security Hours _____
(4 Hours minimum)

Current Hourly Security Rate is \$40.00/Hour

Total Security Charges _____

TOTAL....._____

SET UP/DECORATING \$85 PER HOUR
(Lights With Air Conditioning or Heat) Hours _____
\$20 PER HOUR
(Lights Only. No Air Conditioning or Heat) _____

(Decorating fees not paid at time of function will be deducted from the deposit)

TOTAL AMOUNT DUE (includes decorating charges)....._____

PAYMENT Check# _____ Cash _____ Date _____

TOTAL DUE: Check# _____ Cash _____ Date _____

BALANCE PAID Check# _____ Cash _____ Date _____

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GENERAL RULES

1. The booking of LESSEE's function will be confirmed once payment of the required security deposit is made. The security deposit is required at the time of signing this lease agreement. If the function should be canceled one hundred twenty (120) or more days before it is to take place, the deposit will be refunded in full. Otherwise, the entire deposit will be forfeited.
2. Facility keys are to be obtained from the Facility Administrator. The keys must be returned as directed by the Facility Administrator. Failure to return keys will result in forfeiture of all or part of security deposit (\$25 per day). KEYS ARE NOT TO BE DUPLICATED.
3. Lease payment must be made in full before Lessee can take possession of the leased premises. Payment will be made in the form of cash, money order, or cashier's check payable to the AUSTIN COUNTY FAIR ASSOCIATION.
4. If any check is returned for insufficient funds or closure of bank account, an additional fee of thirty five dollars (\$35.00) shall be assessed. Unsuccessful attempts at collection of the returned check and fee shall be referred to the District Attorney's office.
5. **Insurance Requirements** – It is the policy of LESSOR to require LESSEE to furnish proof of insurance with minimum limits of \$1,000,000.00 (Combined Single Limit) General Liability (includes bodily injury and property damage) and \$1,000,000.00 Product Liability. Under the terms of this lease, **LESSEE will provide certificate of insurance by October 1, 2018.** Such policy will designate LESSOR AS AN ADDITION INSURED. In the event LESSEE does not have insurance, LESSOR may purchase it for \$100.00 for the five days through the Austin County Fair. **If LESSEE fails to furnish proof of such insurance by October 1, 2018, this contract will be null and void and the deposit will be retained by LESSOR as liquidated damages.** It is understood and agreed that in no case shall the Austin County Fair Association, the directors, or officers be held responsible for any loss, damage, or injury of any character to any person, animal or article while same is on the fairgrounds or at any other time or place. **LESSEE HEREBY INDEMNIFIES AND AGREES TO HOLD THE LESSOR HARMLESS FROM ANY CLAIM OR CAUSE OF ACTION ASSERTED AGAINST LESSEE OR LESSOR AS A RESULT OF ALLEGED ACTION OR INACTION BY LESSEE; SUCH INDEMNITY TO INCLUDE ALL CLAIMS OR JUDGEMENTS FOR ACTUAL OR PUNITIVE DAMAGES, COSTS, INTERESTS, AND ATTORNEY'S FEES.**
6. If any of the property of the Austin County Fair Association is damaged by the act, default, or negligence of LESSEE or of LESSEE's agents or employees, patrons, guests or any person that enters the leased property, LESSEE will pay to the AUSTIN COUNTY FAIR ASSOCIATION upon demand, such sum as shall be necessary to restore said premises to their present condition. LESSEE agrees to accept the estimates submitted to it by the

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AUSTIN COUNTY FAIR ASSOCIATION for the replacement or repair of the damage and injury done and shall, within thirty (30) days after demand, pay to the AUSTIN COUNTY FAIR ASSOCIATION the amount of said damages. LESSEE hereby assumes full responsibility for the character, acts and conducts of all persons entering the AUSTIN COUNTY FAIR ASSOCIATION's premises because of LESSEE leasing the said leased facilities.

7. THIS IS A NON-SMOKING FACILITY. Smoking is not allowed inside the building. Violation of this may result in a fine/forfeiture of security deposit by the LESSEE.
8. For fire code and insurance reasons, double doors to the entry hall must be left open when building is occupied.
9. A charge of \$100 will be applicable for each false fire alarm to be withheld from security deposit. If amount exceeds security deposit, lessee is liable for the difference.
10. NO ALCOHOLIC BEVERAGES ARE TO BE CONSUMED ON THE PREMISES DURING ILLEGAL HOURS. VIOLATORS ARE SUBJECT TO ARREST BY TEXAS LIQUOR CONTROL OFFICERS. ABSOLUTELY NO GLASS BEER BOTTLES WILL BE ALLOWED.

A PENALTY OF \$250 WILL BE DEDUCTED FROM THE SECURITY DEPOSIT FOR HAVING GLASS BEER BOTTLES.

11. SECURITY – Austin County Fair Association will have security guard officers on duty during the event. These officers will be working on behalf of the Austin County Fair Association. The officers will be fully commissioned Certified Texas Peace Officers. Security will begin ½ hour before function and continue until ½ hour after function. Security will be arranged through the Austin County Fair Association with the Austin County Sheriff's Department at 979-865-3111 or the Bellville Police Department 979-865-3122. The cost for security on page 2 is an estimate based on today's security rates. The rates for security will not be known until two weeks prior to the event. Prior to the event, page 2 can be changed to reflect the increase or decrease in current security rates.

Security Required

Up to 400 Guests – Two Security Officers required to be present during event.

401-700 Guests – Three Security Officers required to be present during event. If you meet the criteria set forth in the Rental Reduction Form, and there is no alcohol being consumed on the premises, you are only required to have two security officers.

701-1,000 Guest – Four Security Officers required to be present during event.

12. Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under subchapter H, Chapter 411, Government Code (handgun license law), may not enter this property with a concealed handgun.
13. Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

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14. LESSEE hereby agrees that no portion of this agreement can be assigned, conveyed or transferred without the express prior written consent of the Austin County Fair Association and further, that the leased premises cannot be subleased by the LESSEE without the express prior written consent of the Austin County Fair Association.
15. The Austin County Fair Association's business hours are 8 a.m. to 5 p.m., Monday – Friday. Use of cell phones in the hallway during business hours is not allowed. Please conduct personal/business conversations on cell phones outside. No loud music during ACFA's business hours.
16. LESSEE is responsible for providing his/her own decorating supplies (tape, table cover, scissors, etc.) and cooking utensils if applicable. FASTENING ITEMS to the walls and/or ceiling, such as staples, nails, tacks, glue, tape, etc., ARE NOT ALLOWED WHEN DECORATING. NO DECORATING OF HALLWAY DURING BUSINESS HOURS. Do not attach anything to walls or ceiling. Absolutely no hay in the building for any reason. As a penalty for stapling, taping, tacking, gluing, etc. to walls or ceiling, there will be a \$100 deduction plus damages from security deposit.
17. All unloading/loading must be done through either side door. NO UNLOADING/LOADING THROUGH THE FRONT DOOR DURING BUSINESS HOURS. NO VEHICLES ARE ALLOWED INSIDE THE LEASED PREMISES. If a vehicle is driven inside of the building, a \$100 deduction plus cleaning fee will be deducted from the security deposit.
18. LESSEE has inspected the premises and accepts the premises "as is" in its existing condition. No representation, statement or warranty, expressed or implied, has been made by or on behalf of the AUSTIN COUNTY FAIR ASSOCIATION as to the condition or the suitability of said premises for the use the LESSEE intends for such property.
19. LESSEE agrees to indemnify and hold harmless the AUSTIN COUNTY FAIR ASSOCIATION, its officers, members and employees of and from any and all claims, demands, causes of action, costs, and expenses, including but not limited to attorney's fees and expenses, arising out of, connected with, or occurring while LESSEE is on or is using the property owned by the AUSTIN COUNTY FAIR ASSOCIATION that specifically includes, but is not limited to, the premises listed in the lease agreement.
20. If the AUSTIN COUNTY FAIR ASSOCIATION is required to file suit to collect any amount owed it under this contract for LESSEE's use of the premises or arising from any character of default by LESSEE, the AUSTIN COUNTY FAIR ASSOCIATION shall be entitled to collect reasonable attorney fees. Austin County, Texas shall be the proper county for venue for any legal proceeding pertaining to this agreement
21. The mailing address listed for LESSEE is to be used for any notice required by this lease. Notice shall be considered received when properly addressed and deposited in the U.S. Postal System with adequate postage and a postmarked date.
22. The terms contained herein are contractual and not mere recitals.
23. LESSEE is responsible for removing all of their decorations and personal property from facility immediately following the function unless other arrangements have been made with

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the Facility Administrator. Failure to remove in a timely manner may result in additional clean-up fees to be withheld from the security deposit. Unless specifically agreed to with the Facility Administrator in writing, all items not removed by the specified time for completing the clean-up of the premises, the items will immediately become the property of the Austin County Fair Association to be disposed of as they see fit.

Cleaning of the building will be arranged by the Facility Administrator. Fees for cleaning will be included at the time the rent payment is due. The following items are to be completed after function or additional cleaning fees will be taken from Security Deposit:

- Remove all decorations, table coverings, plates, cups, etc.
- All garbage must be removed from premises after the function has concluded and put into the dumpster on the East side of the Convention & Expo Center. ALL trash must be placed inside the dumpster – not around the dumpster.
- All trash cans must be emptied – (throughout Convention & Expo Center, kitchen and bathrooms). Do not drag trash bags across the floor.
Do not leave trash cans outside of building.
- All food must be removed from the cooler and refrigerator.
- All doors must be locked before leaving premises.

- All keys must be returned to the Facility Administrator the following business day after function, unless other arrangements have been made with Facility Administrator.

24. The Facility Administrator or Austin County Fair Association representative shall have at all times while LESSEE is in possession and during the term of this lease agreement, the right to access the leased premises without any consent or prior notice required from LESSEE.
25. It is agreed that during the function, the Facility Administrator or Austin County Fair representative shall have the authority to access the premises and determine if the number of guests exceeds the number of guests specified and paid for in this lease agreement is considered a violation of the terms of this lease agreement and would be grounds for immediate termination of this contract or result in additional rental fees withheld from the security deposit.
26. LESSEE agrees to furnish to the Austin County Fair Association no later than fifteen (15) days prior to the scheduled function a certificate of insurance naming the Austin County Fair Association as additional insured with at least the following coverage: \$1,000,000 aggregate liability, \$1,000,000 each occurrence. Failure to furnish the certificate fifteen (15) days prior to the scheduled function will cause the Austin County Fair Association to refuse possession of the premises. No refunds of rental payments or deposits will be made.
27. If a liquor is sold at the function, a copy of the liquor license must be provided to the Facility Administrator before the key can be issued.
28. This agreement shall automatically terminate and the parties shall be relieved from performing the terms of this agreement upon destruction of the premises by fire, flood, earthquake or other forces of nature or loss of power or other cause even if due to the fault of the Austin County Fair Association. The Austin County Fair Association's only responsibility is to either (i) reschedule the event or (ii) at the option of the LESSEE refund all fees paid to the Austin County Fair Association.

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- 29. **NO COOKING of any type is allowed inside the leased premises without the prior written consent of the LESSOR.**
- 30. **Any violation of this contact that is observed by the personnel or any agent of the Austin County Fair Association shall be grounds for immediate termination of this contract and the LESSEE and guests will be ordered to vacate the premises immediately. No refund of rental payments will be made.**
- 31. **A LESSOR or LESSEE who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.**
- 32. **The Austin County Fair Association will enforce the Open Carry Handgun License Law that states, "PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.**
- 33. **This agreement shall be governed by the construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.**

EXECUTION OF AGREEMENT

I certify that all the information I have provided in this agreement is correct. I will abide by all rules contained herein and agree to pay all applicable fees and deposits.

_____ Date: _____
Signature of Lessee

I certify that all indicated facilities will be available to LESSEE on the date of the function stated in this agreement.

_____ Date: _____
Signature of Facility Administrator or
Representative of the Austin County Fair Association