

AUSTIN COUNTY FAIR ASSOCIATION
ENTERTAINMENT CENTER LEASE AGREEMENT

Lessee: _____

Office Use Only:

DIRECTOR IN CHARGE: _____

SECURITY: _____

LESSEE/LEASE INFORMATION

Date of Function: _____

Name: _____

Mailing Address: _____

Phone: _____ **DL #** _____ **State** _____

Type of Function: _____
(i.e. Baby Shower, Anniversary Party, Birthday party, etc.)

Starting Time: _____ **to Ending Time:** _____
(*events must end no later than 12:00a.m. & all must leave the building by 12:30a.m.)

Approximate Number of People Who Will Attend Function: _____

Is this a public or private function? _____
(**All public events are subject to a different lease with different insurance/security and other requirements as negotiated with the Austin County Fair office.)

Will alcoholic beverages be available during your function? _____

Will alcoholic beverages be sold during your function? _____
(Texas law requires a TABC License if alcohol is part of a ticket to the event)

REQUIRED FEES

SECURITY DEPOSIT

- _____ **\$300.00 – All or part of deposit will be forfeited due to:**
- ❖ **Damage done to the facility / and/or taping, stapling, to walls & ceiling**
 - ❖ **The grounds are not being properly cleaned (all trash must be put in the dumpster)**
 - ❖ **All restrooms must be cleaned and trash taken out**
 - ❖ **Keys not being returned promptly after function**
 - ❖ **Other items 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 damage to the premises. The deposit will be refunded to the lessee by check within ten (10) days after the function.

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RENTAL FEES

PAVILION RENTAL

\$200/DAY

Includes use of the Brandes Entertainment Center with electricity & use of the City Restrooms (rooms on sides of the stage are not included)

LIABILITY INSURANCE

**Certificate provided or \$150 if purchased from
Austin County Fair
(Page 3, Rule #6)**

CLEANING

Leasee must clean the building and restrooms, or the deposit will not be refunded, and possible extra charges may be incurred.

TOTAL AMOUNT DUE

DEPOSIT PAID **Check#**_____ **Cash**_____ **Date**_____

INSURANCE PAD **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. A security deposit is required at the time of signing this lease agreement. If the function should be canceled within 30 days of booking, half of the deposit (\$50) will be refunded. If the function should be canceled after 30 days or booking the entire deposit will be forfeited.
2. Facility keys are to be obtained from the Fair Manager. The keys must be returned as directed by the Facility Administrator. Failure to return keys will result in forfeiture of all or part of the security deposit. **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, check, money order, or cashier's check payable to the AUSTIN COUNTY FAIR ASSOCIATION.
4. If any check is returned for insufficient funds or the closure of a bank account, an additional fee of thirty-five dollars (\$35.00) shall be assessed. Unsuccessful attempts at collecting the returned check and fee shall be referred to the District Attorney's office.
5. If the AUSTIN COUNTY FAIR ASSOCIATION is required to file a suit to collect any amount owed 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 proceedings pertaining to this agreement
6. 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 a certificate of insurance 30 days prior to the event. Such a policy will designate LESSOR AS AN ADDITION INSURED. In the event LESSEE does not have insurance, LESSOR may purchase it for \$150.00 through the Austin County Fair. If LESSEE fails to furnish proof of such insurance by the deadline, 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.***

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7. 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 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 conduct of all people entering the AUSTIN COUNTY FAIR ASSOCIATION's premises because of LESSEE leasing the said leased facilities.
8. 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.
9. 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 CHARGED FOR HAVING GLASS BEER BOTTLES.
10. **SECURITY – At any given time, if the Bellville Police Department or the Austin County Sherriff's department is called out and the officers feel the need to shut down the event, they have the right to do so.**
11. If alcoholic beverages are sold at the function, a liquor license must be purchased by you and a copy provided to the Fair Manager before the key can be issued.
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.
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.
16. LESSEE is responsible for bringing in tables, bars or chairs as required by their event and for providing his/her own decorating supplies (tape, table cover, scissors, etc.). FASTENING ITEMS to the walls and/or ceiling, such as staples, nails, tacks, glue, tape, etc., ARE NOT ALLOWED WHEN DECORATING. Do not attach anything to the walls or ceiling. As a penalty for stapling, taping, tacking, gluing, etc. to walls or ceiling, there will be a loss of your security deposit.

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17. **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.**
18. **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.**
19. **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.**
20. **The terms contained herein are contractual and not mere recitals.**
21. **LESSEE is responsible for removing all their decorations and personal property from the premises immediately following the function unless other arrangements have been made with the Fair Manager. 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 Fair Manager in writing, all items that are 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 premises and restroom should be completed by Lessee. 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 been concluded and put into the dumpster on the far side of the Convention & Expo Center. ALL trash must be placed inside the dumpster – not around the dumpster.**
 - **Restrooms must be clean, and all trash removed.**
 - **All doors must be locked before leaving the premises.**
 - **All keys must be returned to the Fair Manager the following business day after the function or dropped into the drop box at the office.**
22. **The Fair Manager 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.**
 23. **It is agreed that during the function, the Fair Manager 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.**

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24. **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.**
25. **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.**
26. **Any violation of this contract 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.**
27. **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 proceedings.**
28. **This agreement shall be governed by the construed and enforced in accordance with the laws of the State of Texas. The venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.**
29. **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 proceedings.**
30. **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.**
31. **This agreement shall be governed by the construed and enforced in accordance with the laws of the State of Texas. The venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.**

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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.

Signature of Lessee Date: _____

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

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