

AUSTIN COUNTY FAIR ASSOCIATION
EXPOSITION BUILDING - LEASE AGREEMENT

Lessee: _____

Office Use Only:	DIRECTOR IN CHARGE: _____ SECURITY: _____
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LESSEE/LEASE INFORMATION

Date of Function: _____

Name: _____

Mailing Address: _____

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

Type of Function: _____
(i.e., Wedding Reception, Anniversary Party, Quinceanera, etc.)

Starting Time: _____ **to Ending Time:** _____

(*events must end no later than 12:00 a.m. & all must leave the building by 12:30 a.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

\$ _____

\$1000.00 – 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 (all trash inside and outside front doors put in dumpster)
- ❖ 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 of 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 the lessee by check within ten (10) days after the function.

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**AUSTIN COUNTY FAIR CONVENTION & EXPO CENTER
RENTAL FEES**

HALL RENTAL

Hall Rental/Day \$ 3,000.00
(Includes Set Up & Decorating the day before the event with lights only.
If you need to add air condition or heat for decorating, \$85/hour) \$ _____

Extra day(s) for tear down/set up/cleaning (\$100 per day- no a/c) \$ _____

INSURANCE Certificate Provided or \$150 through ACFA \$ _____
(See #6 page 3)

CLEANING Cleaning Co. to Put Away Chairs & Tables \$ 500.00
And clean restrooms and floor.
(See #24 page 6)

SECURITY (See #13 page 4-5)
Number of Officers _____
Hours of Event _____
Total Security Hours _____
(4 Hours minimum, officers must be here 30 min. before and 30 Min after the event)

Hourly Security Rate \$50.00/Hour
Total Security Charges \$ _____
Security rates could change based on rate at the time.

TOTAL AMOUNT DUE (includes decorating charges/less deposit) \$ _____

DEPOSIT PAID Check# _____ Cash _____ Date _____
Balance due _____

PAYMENT Check# _____ Cash _____ Date _____
Balance due _____

PAYMENT Check# _____ Cash _____ Date _____
Balance due _____

PAYMENT Check# _____ Cash _____ Date _____
Balance due _____

PAYMENT Check# _____ Cash _____ Date _____
Balance due _____

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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 (\$500) will be refunded. If the function should be canceled after 30 days of booking the entire deposit will be forfeited.
2. Facility keys are to be obtained from the Facility Office. The keys must be returned after the event through the drop slot at the front glass doors. 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. We also accept credit cards for payment. (There is a 3.5% convenience fee when paying with credit card.)
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 persons 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. For fire code and insurance reasons, double wooden doors to the entry hall must be left open when the building is occupied.
10. A charge of \$100 will be applicable for each false fire alarm to be withheld from security deposit. If the amount exceeds the security deposit, the lessee is liable for the difference.
11. 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.
12. If alcoholic beverages are sold at the function, 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 for liquor liability 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. If alcoholic beverages are sold at the function, a copy of the liquor license must be provided to the Fair Manager before the key can be issued.
13. 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. 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. 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

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Security Required

Up to 250 Guests – Two (2) Security Officers required to be present during the event.
250 – 400 Guests – Three (3) Security Officers required to be present during event.
401 – 600 Guests – Five (5) Security Officers required to be present during event.
601 – 800 Guests – Seven (7) Security Officers required to be present during the event.
801 – 1000 Guests – Nine (9) 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.

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. **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.**
20. 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 LESSEE intends for such property.

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21. LESSEE agrees to indemnify and hold harmless the AUSTIN COUNTY FAIR ASSOCIATION, its officers, directors, 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.
22. 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.
23. The terms contained herein are contractual and not mere recitals.
24. LESSEE is responsible for removing all of their decorations and personal property from facility by Noon the day following the function unless other arrangements have been made with the Fair Office. 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 Office 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 Office. Fees for cleaning will be included at the time the rent payment is due. The cost for cleaning on page 2 is an estimate based on today's cleaning rates. The rates for cleaning 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 cleaning rates.

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, beer cans, 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; this includes the 2 trash cans outside the front doors. 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 the building except the 2 cans at the front door.
- All food must be removed from the cooler and refrigerator.
- All doors must be locked before leaving the premises.
- All keys must be returned to the Fair Office the following business day after function, unless other arrangements have been made with Facility Office.

If the above-mentioned items are not completed, our cleaning company will charge an additional fee for the extra cleaning and this amount will be deducted from your deposit.

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25. 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. If it is determined the number of guests exceeds the number of guests specified and paid for in this lease agreement, LESSEE is considered in 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. All events must end no later than 12:00 a.m. Officers will lock the doors 30 minutes following the end time of the event.
27. No loud music or noise over 85 decibels as measured outside the Expo Building with the Fair's decibel reader. If officers on duty or other peace officers close down the event due to excessive noise or other complaints, no refunds will be offered.
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.
29. The kitchen is a catering kitchen only. NO COOKING of any type is allowed inside the leased premises without the prior written consent of the LESSOR.
30. 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.
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. 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.

Signature of Lessee Date: _____

I certify that all indicated facilities 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: _____