

THE STATE OF TEXAS

COUNTY OF WISE

WISE COUNTY FAIRGROUNDS RENTAL AGREEMENT

This agreement, made and entered into this ____ day of _____, 20____, by and between Wise County, acting by and through its Project Manager, hereinafter called Lessor, and _____ hereinafter called Lessee, witnesses:

I. That upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby grant to the Lessee the right to use and occupy the following described space and premises located in Wise County, Texas, to wit:

Facility: **Wise County Fairgrounds**

Rental Area: _____.

For the purpose of: _____ and for no other purpose without the written consent of Lessor for a term commencing at Starting Date _____ Ending Date _____

(All Activities shall cease every night of the rental period at Midnight)

___ Yes ___ No Alcohol will be present at this event. (See Rental Agreement Term 19)

*****No Glass Bottles.*****

___ Yes ___ No This event is being held for non-profit fundraiser If yes, please provide documentation of the 501(c)(3) status of organization in which funds will be raised.

<u>RENTAL AREAS</u>	<u>DAILY RENTAL</u>	<u>DEPOSIT</u>
Women’s Building(10 am – 12am)	\$500	\$500
Rabbit Barn	\$200	\$200
Show Barns	\$300	\$300
Concession Barn	\$100	\$100
Arena/w lights	\$600/\$800	\$600
North Field/South Field	\$200 per field	\$200 per field
Entire Fairgrounds (FOURTEEN (14) DAY MAX)	\$2000 per day (\$10,000 MAX)	\$2,000

II. Lessee hereby covenants and agrees to pay to Lessor, at the Wise County Judge’s Office, for the use of said premises, the sum of \$_____.

*Signed Contracts, Daily Rental Balance and Deposit due the day of scheduling.

*Certificate of Insurance is due thirty (30) days prior to the event. (See Rental Agreement Term 7)

*At the end of the term of this agreement, if the deposits are to be refunded, it will be after a full inspection and approval of the rented area(s) by the Project Manager and then will be submitted by the Project Manager to the Wise County Auditor’s Office who has up to thirty (30) days to process the refund of deposit.

*Lessor must be notified in writing by Lessee of any intended cancellation a minimum of 30 days prior to the contracted dates in order for the Lessee to be eligible for a refund of any monies placed on the event.

III. This agreement is made and entered into upon the following express covenants and conditions, all and every one of which the Lessee hereby covenants and agrees to and with the Lessor to keep and perform.

1. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties hereto is solely one of Lessor and Lessee. Lessee is not and shall never be an agent, servant, employee, partner nor in a joint venture with the Lessor.
2. **LESSEE'S ACCESS.** Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the premises hereinabove specifically described for the purpose and for the term aforesaid, including corridors necessary to accommodate patrons, and restroom conveniences customarily open to the general public.
3. **KEYS.** Any keys will be picked up during office hours. Weekend rentals need to pick up any keys on Friday (or the last business day of that week) during office hours. Our regular office hours are Monday through Friday 8:00am to 4:30pm. Please call ahead for Holiday hours, if applicable.
4. **LESSOR'S RESPONSIBILITY.** Lessor shall furnish, at Lessor's expense, heat, water, lights and air conditioning, where available, necessary for Lessee's use during the term of this contract deemed necessary by the Project Manager. Lessor shall not be responsible for or liable to Lessee for any loss resulting from lack of heat, water, lights or air conditioning due to an act of God or the failure of equipment to operate or function properly through no fault or act of Lessor.
5. **LESSEE'S DUTY.** Lessee shall not bring or permit anyone to bring into said building or premises, or keep therein, anything that will increase the risk of loss or damage to Lessor's property or any property therein. Lessee shall not bring nor permit any person to bring into said building or premises any animals, unless specific to the show, without the consent of Lessor. Lessor reserves the right at any time to require Lessee to remove from the premises any animals, furniture, fixtures, wiring, exhibits, or other things placed therein without the consent of Lessor.
6. **KITCHEN FACILITIES/CONCESSION STANDS.** Kitchen Facilities/Concession Stands are available for use by Lessee(s) or their caterers. Users agree to hold harmless the officers, employees, or management contractors of Wise County or the officers, employees or elected officials of Wise County from any claims or liability arising from the preparation, serving or consuming of foodstuffs prepared in said facilities.
7. **RESPONSIBILITY FOR INJURY.** Lessee agrees to hold the Lessor free and harmless from all claims or liability for damages to any person or persons for injuries resulting in the death of any person, or loss or damage to property occasioned by or in connection with the use of the premises hereby rented, and caused by any one source, save and except the willful misconduct or proven negligence of Lessor. Lessee hereby assumes full responsibility for the character, acts and conduct of all persons, or by, or with the consent of the said Lessee's employees, who are acting for and on behalf of the said Lessee.
8. **INSURANCE.** Lessee shall provide Lessor, at least thirty (30) days prior to the commencement of the term of this agreement specified herein, with evidence that it has comprehensive public liability for bodily injury or death in the minimum amount specified herein, with evidence that it has comprehensive public liability, combined single limit for bodily injury and property damage insurance of **One Million Dollars (\$1,000,000.00)**dollars, covering the event for which this agreement is issued by a company licensed to do business in the State of Texas. This policy must be taken out in the name of the Lessee and those persons or entities hereinafter listed shall be named additional insured, to wit; **Wise County and the Wise County Fairgrounds and their officers, employees and elected officials.**
9. **CONTROL OF BUILDINGS.** Lessor reserves the right at all times to remove from the Premises any persons(including employees or volunteers of the Lessee) and the right with its officers and agents, including its peace officers, to eject any objectionable person or persons from the building and premises; and in the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the Wise County, its officers, employees or management contractors or the officers, employees or elected officials of Wise County.
10. **ACCESS TO BUILDINGS.** Lessor, peace officers, firefighters, and other designated representatives, shall have the right, at any time, to enter any portion of the premises hereinbefore described for any purpose whatsoever and the entire building, including the premises covered by this agreement, shall at all times be under the charge and control of the Lessor. The keys to the premises shall remain in possession of the Lessor but during the period covered by this agreement, the entrances and exits of the premises shall be locked or unlocked under the direction of the Lessee in accordance with its terms of this contract and subject to the demands of public safety. Once the lease period ends, the lessee shall surrender the keys to the security officers present, after a walkthrough of the premises.
11. **REMOVAL OF EFFECTS.** Lessor reserves the right, after the termination of the time for which the said premises are rented by this agreement, to remove from the building all effects remaining therein and to

store the same wherever it sees fit in its name, or at its option, in the name of Lessee, but at the cost, expense and risk of Lessee. Lessor shall not be liable in any way to Lessee on account of so removing and storing any such effects.

12. **SECURITY.** Every event held on the Fairgrounds shall require security to be present. All security required shall be provided by or in coordination with the Wise County Sheriff at the expense of Lessee. Security ushers, gatemen, ticket booth attendants, and parking attendants shall be adequate to handle the event scheduled and protect lives and property. **Control of the actions of participants and spectators at each event is the responsibility of the Lessee and their actions can lead to immediate termination of your event.**

WOMEN'S BUILDING SECURITY GUIDELINES

Up to 200 individuals= 2 security officers

200 to 400 individuals= 3 security officers

(Four (4) hour minimum)

ALL OTHER FAIRGROUND RENTAL AREAS SECURITY GUIDELINES

To be determined per event with coordination of Lessor and Sheriff's Office.

13. **NO OBSTRUCTIONS TO SIDEWALKS/ROADWAYS ETC.** Neither the halls nor ramps of said building or premises, nor the sidewalks, entrances or lobby thereof shall be obstructed by Lessee, nor used for any other purposes, other than ingress or egress, and Lessee will not permit any chairs or movable seats to be or remain in the passageways, and will keep such passageways clear at all times. **All loading areas must be kept clear except when actually loading or unloading.** Fire lanes and other restricted areas must be kept clear at all times except for uses specifically designated. Parking attendants are the responsibility of the Lessee. **Vehicles will be towed at owner's expense.**
14. **LESSEE CLEAN-UP.** Lessee must set aside the last hour of rental period for cleanup. Lessee must pick-up all trash from rented area or any area in which the trash associated with the Event may be located. All trash must be put in the dumpster. Please do not put trash in front of the dumpsters. All floors must be swept and mopped of any rented building with concrete floors. Trash barrels must be emptied and replaced where they were found. Lessor will supply all toiletries and cleaning supplies. Any one renting the barns must clean all manure, shavings, and hay. There is no place to dump these items on the Fairgrounds. **DO NOT DUMP THEM IN THE CREEK! LESSEE SHALL DO A WALKTHROUGH WITH SECURITY TO VERIFY CLEAN-UP AND RETURN KEYS TO SECURITY BEFORE LEAVING THE PREMISES.**
15. **NO DEFACING OF FAIRGROUND PROPERTY.** Lessee will not cause nor permit any nails or other things to be driven into any portion of the building nor the signs to be affixed, nor cause or permit any changes, alterations, repairs, painting or staining of any part of the building or the furnishings thereof. Lessee shall pay the cost of repairing any and all damage which may be done to the building or any of the fixtures or furnishings thereof by any act of Lessee or any act of Lessee's employees or agents, or anyone visiting the building upon the invitation of Lessee, including the patrons of the attraction or function for which Lessee is renting the premises. It is expressly agreed that the Lessor shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing, and whether it is one for which, under the terms of this agreement, Lessee is to be held responsible.
16. **FAILURE TO TAKE POSSESSION.** If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of, or use the premises, without the consent of Lessor, no rent refund shall be made, and any payment made to the Lessor shall be taken by Lessor and the full rent called for by this agreement, including any disbursements or expenses incurred by Lessee in connection therewith, shall be payable by the Lessee to the Lessor.
17. **ADVERTISEMENT.** Lessee shall not circulate or publish, nor cause to be circulated or published any advertisement, ticket placard, or other written or printed matter wherein Lessor's name or the Wise County Fairgrounds is mentioned or referred to without first having obtained approval of Lessor to do so.

- 18. ALCOHOLIC BEVERAGES.** The Lessee must notify Lessor of having alcoholic beverages present at any event associated with this lease. If Lessor is not notified and alcohol is found on the fairgrounds: The event will immediately cease and the Lessee and all invitees shall be removed from the Fairgrounds. Rental fees and Deposits will not be refundable if removed for this reason. Even with notification to Lessor, Lessee shall not allow any use of beer, wine or of any liquor of alcoholic content on the premises in an illegal manner. ******NO GLASS BOTTLES******
- 19. LAW OBSERVANCE.** Lessee shall comply with all laws of the United States, and the State of Texas, all ordinances of the City of Decatur and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City of Decatur and will obtain and pay for all the necessary permits and licenses, and will not do, nor suffer to be done, anything on said premises during the term of this agreement in violation of such laws, ordinances, rules or requirements. If the attention of Lessor is called to any such violation on the part of said Lessee, or any other person employed by or admitted to the said premises by the said Lessee, such Lessee will immediately correct such violation.
- 20. SEATING CAPACITY.** Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate or can safely or freely move about in said areas, and the decision of the Project Manager in this respect shall be final.
- 21. NO RESPONSIBILITY FOR PROPERTY ON FAIRGROUNDS.** Lessor assumes no responsibility whatsoever for any property placed in or on said premises, and said Lessor is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to persons or property that may be sustained by reason of the occupancy of said premises under this agreement.
- 22. ASSIGNMENTS.** Lessee shall not assign this agreement, or any part thereof, nor suffer any use of said premises other than herein specified without the written consent of the Lessor.
- 23. PERFORMANCE MATERIAL.** Lessee hereby agrees that no performance, exhibition or entertainment shall be given or held in the premises herein described which is illegal, indecent, obscene, or immoral, and should such exhibition or performance or any part thereof be deemed by the Project Manager to be illegal, or indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities then the said Project Manager, on the part of the Lessor, shall have the right to demand of Lessee that he immediately delete such portions of the production or change the said attractions so that it will not be publicly offensive, and the Lessee agrees immediately, upon receipt by it such notice, to make such changes.
- 24. TAXES AND LICENSES.** Lessee will pay all taxes in connection with the performance, exhibition or entertainment, and furnish Lessor all information necessary in order that the Lessor makes the required returns to the United States Government. Lessee shall pay all licensing fees or agency fees required by legitimate agencies with regard to said performance, exhibition or entertainment engagement.
- 25. ALL MATTERS.** Any matter not herein expressly provided for shall rest solely within the discretion of Wise County and its Project Manager or Lessor.
- 26. LESSEE'S REPRESENTATIVE.** A representative of Lessee shall remain on the premises during the term hereof and until performers or exhibitors and the public have left the building.
- 27. LESSOR'S REPRESENTATIVE.** For the purpose of clarity, the Project Manager shall refer to the person or persons that are the duly appointed representatives to whom the County of Wise shall give authority over its Wise County Fairgrounds.
- 28. PAYMENT OF COPYRIGHT CHARGES.** Lessee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said events; and Lessee agrees to indemnify and hold harmless Lessor from all damages, costs and expenses, in law or equity, for or on account of the use of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Lessee, or its contestants and exhibitors, in connection with this Agreement.
- 29. NOTICES** Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to the Lessor shall be addressed:

Wise County: Project Manager

P.O. Box 899

Decatur, Texas 76234

Any notice mailed to Lessee shall be addressed:

- 30. **ATTORNEY’S FEES.** Lessee agrees to pay attorney’s fees, on any amount payable by it under any part of this entire agreement, which may be collected by suit.
- 31. **PLACE OF PERFORMANCE AND VENUE.** Venue for any legal proceedings pertaining to this agreement shall be in Wise County, Texas and shall be construed under and in accordance with the laws of the State of Texas. All sums due and payable shall be paid in, Wise County, Texas, and all services, premises and facilities to be provided hereunder shall be provided in Wise County, Texas.
- 32. **NON-WAIVER** Failure of Lessor to insist upon strict performance of any of the terms hereof or failure or delay to exercise any rights or remedies provided herein or by law shall not release the Lessee from any of the obligations of Lessee under this agreement or as otherwise provided by law.
- 33. **HEADINGS.** The paragraph headings contained herein are for convenience in references and are not intended to define, extend, or limit any provisions in this contract.
- 34. **EFFECT OF ACTS OF GOD.** In case the premises covered by this agreement, or the building of which such premises are a part, are destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence or other causes herein specified shall render the fulfillment of this contract by Lessor impossible, then the term of this contract shall end and Lessee shall be liable to pay rent only up to the time of such termination and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.
- 35. **AUTHORITY.** The signatories hereto represent and affirm that they are authorized to execute this contract on behalf of the respective parties hereto.
- 36. **SEVERABILITY.** The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and application of such word, phrase, clause, sentence, paragraph, section, or other part of this Contract to other persons or circumstances shall not be affected thereby and this Contract shall be construed as if such invalid or unconstitutional portion had never been contained therein.
- 37. **SOVEREIGN IMMUNITY. NONE OF THE LISTED TERMS OF THIS AGREEMENT CAN BE NOR SHOULD BE CONSTRUED TO WAIVE WISE COUNTY’S SOVEREIGN IMMUNITY AS A GOVERNMENTAL ENTITY.**

IN WITNESS WHEREOF, said Wise County Public Event Facilities, acting by and through its Project Manager, Lessor and _____ Lessee, have caused these presents to be signed in duplicate this _____ day of _____, 201____.

Lessee: _____

By: _____

For Lessee

Print Name: _____

Address: _____

Phone: _____

WISE COUNTY FAIRGROUND

By: _____

FOR WISE COUNTY as Lessor

Print: _____

Dated: _____