

PLEASE NOTE:

This contract is not valid and your date is not secured until the deposit has been paid to the Brazoria County Treasurer's Office. You have 48 hours (2 business days) to get your deposit paid or this contract will be null and void.

_____Initial

LEASE

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This is made this ___ day of _____, 20_, at Angleton, Brazoria County, Texas, by and between BRAZORIA COUNTY, hereinafter called ("*LESSOR or County*"), and _____, hereinafter called ("*LESSEE*").

DESCRIPTION OF PROPERTY

_____ *Lessor* hereby leases to *Lessee*, and *Lessee* hereby leases from *Lessor*, that certain real property, hereinafter called ("*the leased premises*"), situated in *Brazoria County, Texas*, and described as follows: _____

AUDITORIUM RENTALS DO NOT INCLUDE THE FOLLOWING: BLEACHERS, SPOTLIGHT OR SOUND SYSTEM.

TERM

_____ The term of this lease shall be for a period of ___ days, hereinafter called ("*the lease term*"), commencing at 6:00 a.m. on the ___ day of ___, 20_, and ending at 3:00 a.m. on the ___ day of _____, 20_, unless sooner terminated as provided herein. **There will be a \$25.00 per hour charge for each hour required for the set-up and clean up beyond rental period.**

RENT

_____ *Lessee* agrees to pay, and *Lessor* agrees to accept, as rent for the use of said premises the sum of _____ DOLLARS, to be paid **within 10 days prior of event.**

_____ *Lessee* may cancel this Lease during the period beginning with the execution of the Lease and ending 48 hours prior to the commencement of the Lease and, upon cancellation during this period, *Lessee* will forfeit 50% of the Lease rental payment and be entitled to recover 50% of the lease rental payment. After the point in time of 48 hours prior to the commencement of the Lease, there is no right of cancellation and all rental payments(s) shall be due and payable to the *Lessor*.

USE OF PREMISES

_____ The premises to be leased are to be used for _____. *Lessee* agrees to restrict their use to such purposes, and not to use, or permit the use of the premises for any other purpose without first obtaining the consent in writing of *Lessor*, or of *Lessor's* authorized agent.

NO WASTE, NUISANCE, OR UNLAWFUL USE

_____ *Lessee* shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

CLEAN UP/DAMAGE DEPOSIT

_____ *Lessee* has this date deposited with *Lessor* the additional sum of _____ DOLLARS, the receipt of which is hereby acknowledged by *Lessor* as security for the faithful performance by *Lessee* of the following mentioned terms and conditions to be performed and kept by *Lessee*. *Lessee* must clean the leased premises to a condition in which the *Lessee* found it, if not better. All trash barrels must be emptied into dumpster on the grounds near the service gate. It is the *Lessee's* responsibility to obtain additional dumpsters, if needed. *Lessee* must clean the parking area and restrooms as well. *Lessee* will be required to return table and/or chairs to the carts in the facility where borrowed from. Clean up/damage deposit will be forfeited if hay is taken into any of the cattle barns and a cleanup fee will be charged if there is hay left anywhere on the grounds. A fee will also be charged if animals are not cleaned up after on stabilized areas, i.e. waste, feed, etc. *Lessee* may not attach anything, by any method, to the walls, ceilings, windows, or doors. If items are attached by any method, to the walls, ceilings, windows, or doors, the cleanup/damage deposit will be forfeited. *Lessee* shall not connect lighting or light fixtures to the electrical system by any means other than an outlet. *Lessee* shall not use any form of pyrotechnics (fireworks) in the auditorium. Use of pyrotechnics will result in the loss of the cleanup/damage deposit and the cancellation of the event. Clean up must occur within the lease term to allow *Lessor* to inspect prior to next rental and *Lessor* may apply any portion of the cleanup/damage deposit, as may be reasonable necessary to clean up after *Lessee*. If damage to the leased premises is found during and after rental inspection performed by *Lessor's* representative. *Lessor* may apply any portion of the cleanup/damage deposit as may be reasonably necessary to make such repairs. **NO STAPLES TO BE USED ON TABLES, FAILURE TO COMPLY WILL RESULT IN LOSS OF DEPOSIT.**

OTHER DEPOSIT DEDUCTIONS

_____ If at any time during the term hereof *Lessee* shall be in default in the payment of rent herein reserved or any portion thereof, or of any other sums expressly constituting rent hereunder, *Lessor* may appropriate and apply any portion of the cleanup/damage deposit as may be necessary to the payment of the overdue rent or other sums expressly constituting rent hereunder.

_____ Any remaining portion of the cleanup/damage deposit, after any lawful deductions as set out above, shall be returned to *Lessee* no later than two (2) weeks after termination of this lease, directed to the address left by *Lessee*.

INSURANCE, INDEMNITY, LIABILITY AND LOSS OR DAMAGE

____ *Lessee* agrees to and shall secure sufficient liability insurance from a good and reputable company to cover said event and maintains this insurance during the entire term of this lease. The following coverage must be obtained: Minimum ONE MILLION (\$1,000,000) DOLLARS per occurrence and TWO MILLION (\$2,000,000) aggregate of Comprehensive General Liability Insurance (including Premises coverage) naming *Lessor* as an additional insured. A Certificate of Insurance evidencing such policy shall be furnished to *Lessor* within 48 hours of signing this Lease Agreement. Lease Agreement will be cancelled by *Lessor* if proof of said insurance is not provided within the 48-hour period. There will be no exceptions. Note: General Liability does not cover Liquor Liability.

____ By entering or taking possession of the leased premises for use, *Lessee* accepts the leased premises, equipment and/or accessories (i.e. tables, chairs, etc.) as suitable for the purposes for which the same are leased.

____ *Lessor* shall not be liable to *Lessee* or *Lessee's* agents, employees, guests, invitees, or to any person claiming by, through or under *Lessee* for any injury to person, loss or damage to the property or loss or damage to *Lessee's* business, occasioned by or through the acts or omissions of *Lessor* or its agents, contractors, servants, invitees, or licensees. *Lessee* shall indemnify *Lessor* and the County of Brazoria, Texas, and save them harmless from all suits, actions, or our of any occurrence in, upon, at or from the leased premises, or the occupancy or use by *Lessee* of the leased premises or any part thereof, or which is occasioned wholly or in part by any action or omission of *Lessee*, its agents, contractors, employees, servants, invitees, of licensees. If *Lessor* or the County of Brazoria, Texas, shall without fault on their parts, be made a party to any actions commenced by or against the *Lessee*, the *Lessee* shall protect and hold *Lessor* and the County of Brazoria, Texas, harmless and shall pay all costs, expenses and reasonable attorney's fees.

SECURITY

____ Security on the leased premises during the term of this Lease Agreement shall be the responsibility and expense of *Lessee* and shall be provided as follows: If alcoholic beverages are consumed, it is mandatory that two (2) officers be present during the event. One officer must be a county deputy. The contact for security is Captain Foreman with the County Sheriff's Department at 979-864-2253.

ASSIGNMENT or SUBLEASE

____ *Lessee* agrees not to assign or sublet all or any portion of leased premises without prior written consent from *Lessor*. Leased premises cannot be occupied by anyone prior to start of lease term without prior written consent from *Lessor*. If *Lessor* gives consent, additional charges to *Lessee* may be incurred.

DELIVERY OF POSSESSION

____ If *Lessor* shall be unable for any reason whatsoever to deliver possession of the leased premises on the commencement date of the term hereof, it shall not be liable to *Lessee* for any damage caused thereby, nor shall this lease thereby become void, nor shall the term hereof in any

way be extended, but in such event, *Lessee* shall not be liable for any rent herein reserved until such a time as *Lessor* can and does deliver possession.

SURRENDER OF PREMISES

_____ *Lessee* agrees to and shall, on expiration or sooner termination of the term hereof, promptly surrenders, and deliver the leased premises to *Lessor* in good condition, ordinary wear and tear accepted.

_____ *Lessee* shall, at *Lessee's* own cost and expense on expiration or sooner termination of the term hereof, remove all property belonging to *Lessee* or *Lessee's* agents, contractors, servants, invitees, licensees or employees. Any property not so removed shall be deemed to have been abandoned by *Lessee* and will be retained or disposed by *Lessor*.

ALTERATIONS

_____ *Lessee* shall not alter the leased premises without the prior written consent of *Lessor* to do so.

ADVERTISING

_____ *Lessee* is expressly forbidden from making any statements, press releases, advertisements, of other actions that would in any way create the impression that the activities to be performed are sponsored by or are the activities of Brazoria County or Brazoria County Fat Stock and Fair Association, Inc. At the request of *Lessor* any such advertising shall include a statement to the effect that Brazoria County and the Brazoria County Fat Stock and Fair Association, Inc. do not sponsor such activity. *Lessor* reserves the right to review event advertisement prior to publication. If in *Lessor's* opinion, advertising is inappropriate for display on County property, or if it does not comply with the above stipulations, *Lessor* may request *Lessee* make proper revisions and *Lessee* shall make appropriate revisions.

MISCELLANEOUS PROVISIONS

_____ This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

_____ **NO SMOKING** is allowed inside the building.

_____ Unless otherwise provided herein, any notice, tender, or delivery to be given by whether party shall be in person or in writing by First Class mail, postage prepaid and shall be deemed received three (3) business days after mailing to the address listed below or upon personal delivery. All notices provided to be gives should be at the address below.

EXECUTED THIS THE ____ DAY OF _____, 20_.

“LESSOR” BRAZORIA COUNTY

BY: Larry Griffin

“LESSEE”

BY: _____

CONTACT INFORMATION

Lessor: Brazoria County
Attn: Larry Griffin
c/o Brazoria County Fairgrounds
111 E. Locust, Room 305
Angleton, Texas 77515
Phone: 979-313-6019
Email: larryg@brazoria-county.com

Lessee: _____

Driver's License # _____
Cell/Mobile Phone _____
Email Address _____

I have read, understand, and agree to be bound by the terms and conditions of this contract.

Signature of Lessee

Date