

CITY OF GONZALES



COME AND TAKE IT

INDEPENDENCE PARK ARENA

P O DRAWER 547 GONZALES, TX 78629
PHONE (830)672-3192 FAX (830)672-2404
www.gonzales.texas.gov

CONTRACT FOR RENTAL OF RODEO ARENA
EFFECTIVE JANUARY 1, 2018

Applicant: _____

Address: _____

Person to Contact: _____

Phone: _____

Facility: Old Arena Independence Park

Type of Event: _____

Date: _____

Time of Event: _____

The applicant shall strictly comply with all rules, regulations and statutes enforced by the Texas Alcoholic Beverage Commission.

Coggins Log: Lessee is required to comply with the Texas Animal Health Control (TAHC) regulations. A coggins log must be maintained during all Equine events.

No glass containers are allowed on the Independence Park Old Arena's premises.

Policies for Gonzales Independence Park Old Arena

Insurance:

The City of Gonzales requires those parties that rent the facilities to obtain their own insurance at a minimum of One (1) million general liability naming the City of Gonzales as additional insured. Proof of certificate must be sent to the office of Parks and Recreation two (2) weeks prior to the start date of event. If not received, the event will be cancelled, and any funds forfeited.

Sublease:

The City does not allow for subleasing of the arena. The City requires knowledge of the parties in which it deals with so it can assure that all parties are made aware of the requirements. An association or group that rents the arena to its members will not be considered as subleasing.

Payment:

Currently we do not charge for use of the Old Arena. There is a \$30.00 fee associated with use of the lights per day. A rental is considered confirmed when the required payment is received by the City in full.

I, _____, representing _____ have read and agree to all of the rules, policies and terms of this rental agreement.

Applicant's Signature

Date

City of Gonzales

Date

Hold Harmless Agreement

Lessor covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, City Managers, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Lessor's activities under this Agreement, including any acts or omissions of Lessor, any agent, officer, City Manager, representative, or employee, of Lessor, and their respective officers, agents employees, City Managers and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT LESSOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Lessor shall advise the City in writing within 24 hours of any claim or demand against the City or Lessor known to Lessor related to or arising out of Lessor's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Lessor's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Lessor of any of its obligations under this paragraph

Signature (if over 18)

Printed Name

Date

If under 18 years of age, this release must be signed by a parent or guardian.

Parent/Guardian Signature

Printed Name

Date