



UVALDE COUNTY FAIRPLEX RENTAL AGREEMENT

Name of Contact Person/Responsible Party			
Name of Organization (if applicable)			
Mailing Address (for return of deposit funds)			
Phone / Secondary Phone			
Email			
Event Date			
Rental Start/End Time			
Event Start/End Time (tentative)			
Type of Event			
Private Event / Public Event / Public Gated			
Will Alcohol be Sold			

Venue:

Add-on Services:

Commissioners Auditorium	North Arena	Cleaning Fee
Frio Room	South Arena	Early/Late Access Fee
Nueces Room	Cypress Room	Tractor/Water Truck Driver
Sabinal Room	Concession Stand	Alcohol Sales Fee
Leona Room	Ticket Booth	
Event Center Kitchen	VIP Lounge	
Stardust Pavilion	RV Spaces	
Dry Frio Room	Stalls	
Stardust Pavilion Kitchen	Grounds	

Venue/Add-On Service	Fee Amount		
Total Rental Fees Due			
Total Deposit Due		Deposit Receipt#	
Total Due (Rental Fees + Deposit)		Date of Contract	

I acknowledge and certify that I am responsible for the fees shown on this document and further that I have read the attached Uvalde County Fairplex Rental Agreement in its entirety and agree to be bound by its terms.

By: _____
Fairplex Management Date

By: _____
Renter Date



UVALDE COUNTY FAIRPLEX RENTAL AGREEMENT

Effective October 1, 2018 through September 30, 2019

I. General Limitations

A. Hours of Operation

The Fairplex Management/Rental Office is open Monday – Friday, 9am – 12pm and 1pm to 4pm.

The Fairplex Facility is available for events Sunday – Thursday 6am – 12am; Friday and Saturday 6am - 12am. Events must end in accordance with the contracted end time.

Date: _____ Initials: _____

B. Booking

Events may book up to two years in advance of dates. No event will be scheduled on the event calendar until the appropriate deposit has been received (see Fee Schedule), and the “Rental Agreement” is signed by the person or organization requesting rental space and by Fairplex Management.

Date: _____ Initials: _____

C. Deposits

A damage deposit in the amount of \$450 is payable at the time the space is reserved. If rental fee equals \$899 or less, deposit will be 50% of that fee. “Tentative” holds for dates are not allowed. **Deposits are never applied to fees.** The deposit reserves the date, and will cover any damage or insufficient clean-up resulting from the event. If no damages are incurred and clean-up is satisfactorily completed, the deposit will be refunded approximately four (4) weeks after the event. An updated address is required for timely deposit returns. Deposit refunds will only be issued to the contractual “Lessee” (one person).

Date: _____ Initials: _____

D. Fees

Contracted rental space fees are due in full 30 days prior to the event. If payment is not received, the reserved date will be forfeited.

Additional charges will be assessed resulting from extended use, damage, abuse, or for using services beyond those approved in advance. Extended use charges include any time for management, maintenance, and security beyond that included in the agreement, including setup, takedown, and leaving of the rental space later than scheduled. The Lessee must accept full responsibility for such additional obligations and their settlement.

Date: _____ Initials: _____

E. Cancellations

In order to receive a deposit refund, less \$100 cancellation fee, notice must be received 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. Lessor reserves the right to cancel any event that has not met all criteria outlined in Fairplex General Limitations and

Policies. Lessee will forfeit deposit and any fees for cancellation of an event due to failure to comply with policies.

Date: _____ Initials: _____

F. Security

Certified Peace Officers are required at all events serving alcohol. It will be the responsibility of the Lessee to make arrangements with the Uvalde County Sheriff's Department for certified peace officers and pay all fees associated with security. Facility keys will NOT be provided to Lessee without proof of Security, in the form of a receipt.

Uvalde County Sheriff Deputies are used for peace officer requirements at all Fairplex events having alcohol and any event having over 100 guests. Scheduling of security is handled by the Uvalde County Sheriff's Department, located at the Uvalde County Justice Center, 339 King Fisher Lane. The fee for Sheriff's Deputies is \$35/per officer, per hour. A 5-hour minimum is required. Cash is the only form of payment that will be accepted. Number of Officers required as follows:

Number of Attendees	Number of Officers Required Events with Alcohol	Number of Officers Required Events without Alcohol
0 – 100	2	0
101 – 300	2	2
301 – 450	2	2
451 – 600	TBD	TBD
601 – 750	TBD	TBD
751 and greater	TBD	TBD

If Fairplex Management, in its sole discretion, determines that additional supervision, security or equipment (i.e. portable restrooms) is needed for any event, the Lessee shall provide extra personnel or equipment, at which the expense shall be borne solely by the Lessee.

Date: _____ Initials: _____

G. Move-In and Move-Out/Setup Days

Lessee shall setup, decorate, takedown and clean during the hours specified in the signed contract. The Lessee will be expected to remove all materials prior to departure. Lessee will be responsible for additional rental fees for any time the space is used before or after the time frame contracted. This includes stock move-in/move-out.

Date: _____ Initials: _____

H. Decorations

The Lessee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tacks, nails or staples. Lessee will be responsible for any damage caused, and a forfeit in deposit refund may occur. Do not dispose of any foreign substance on the property's landscape including the parking lot or grounds. Do not place any decorations in or on the outdoor planters. Additionally, chewing gum is not allowed.

Posters, stickers and any signage used during event must be pre-approved by Management prior to display and must be removed prior to departure.

Date: _____ Initials: _____

I. Keys

Facility keys will NOT be provided to Lessee without proof of Security, in the form of a receipt. Keys to the rented space will be available for pick-up only during Fairplex Management/Rental Office hours of operation.

MANAGEMENT OFFICE IS NOT OPEN ON SATURDAY OR SUNDAY.

Keys MUST be returned to the Management Office no later than 4pm, the first work-day following the event. Lost or unreturned keys will result in a \$150 deduction in deposit refund.

Date: _____ Initials: _____

J. Cleaning

- 1. General:** Lessee is responsible for the immediate removal of decorations, linens, food/items from kitchen and personal property from rented space prior to departing the premises, at the contracted date/time.

The Fairplex is not responsible for any items left in the building after an event. Any maintenance issue should be reported to the Fairplex Management as soon as possible.

- 2. Arena:** All areas used during event must be left the way they were found. Lessee is responsible for the immediate removal of decorations, signage, equipment and trash. A trash trailer is available on-site. Food/items and trash must be removed from concession and dining areas prior to departing the premises, at the contracted date/time. Trash left will result in loss of deposit.

Any modification of chutes or panels inside of North or South arena must be put back as found. Failure to do so will result in loss of deposit.

Date: _____ Initials: _____

K. Inspections

- 1. General:** After the rental period, Fairplex Management will conduct a post-use inspection of the rented space and prepare a report that will note any breaches of contract and related deductions from the security deposit, if any. If none, management will refund the security deposit to Lessee as outlined in Section I. General Limitations, C. Deposits.

- 2. Arena:** The facilities inspection will include north and south arenas, announcer box, meeting rooms, concession area, restrooms, and outside grounds. Damage found to chutes, panels, chairs, tables, equipment/appliances in concessions, etc. will result in loss of deposit. Uvalde County will pursue whatever actions necessary against negligence and excessive damage sustained to the Fairplex facility.

Date: _____ Initials: _____

L. Insurance Requirements

Any event in which alcohol is **sold** shall provide liquor liability insurance coverage. No less than \$1,000,000 liquor liability insurance policy required.

At the discretion of Fairplex Management, events may require proof of insurance as follows: User must maintain General Liability insurance coverage in the amount of \$1,000,000 per occurrence. A copy of the insurance certificate must be provided to Fairplex Management at least fourteen (14) days prior to the scheduled event.

Date: _____ Initials: _____

II. Policies and Procedures

A. Alcohol

Events selling alcohol will be charged \$500.00 as a commission to Uvalde County. Security will be required as outlined in Section I. General Limitations, F. Security. Serving of alcohol shall be discontinued 30 minutes prior to scheduled end of event.

B. Automobiles

Motorized vehicles will not be allowed on the concrete floor of the arena area without written authorization prior to the event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel. Motorized vehicles are not allowed in the Event Center.

Wheeled toys such as skateboards, bicycles, etc. are prohibited.

C. Cooking On Grounds

Cooking on the premises is allowed only by pre-approval of Fairplex Management.

D. Electrical

Events requiring special arrangements must provide a detailed layout of the electrical needs to the Fairplex Management 30 days prior to the event.

E. Exit Doors & Fire Code

A 10' clearance on both sides of exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during events. All Fire Code discrepancy issues will be decided upon by Fairplex Management.

F. First Aid

Lessee may be required to provide, at the discretion of Fairplex Management, certified first aid personnel during the lease term. Lessee assumes total responsibility for the qualifications and actions of these first aid personnel. All

incidents requiring first aid treatment shall be reported to Fairplex Management by the close of the event each day.

G. Freight

Freight delivered before an event must have permission from Fairplex Management. Any freight left after an event move out date or time will be charged a fee of \$100 per day.

H. Glass Containers

No glass containers allowed on grounds of Fairplex.

I. Internet Access

The venues at Uvalde County Fairplex have Wi-Fi internet access. The Uvalde County Fairplex disclaims any responsibility for the content of the material accessed over the internet. During use of internet services at Uvalde County Fairplex, sending or receiving patently offensive material is strictly prohibited. Uvalde County Fairplex reserves the right to refuse service to anyone.

J. Linens

The Fairplex does not provide linens for any event.

K. Services Provided

A facilities attendant will be on duty during the entire event. The attendant will be available to provide information and assist with lighting, temperature control and unforeseen mechanical issues. The attendant will not be available to serve, decorate, provide supplies, or otherwise be involved in the event or the takedown and cleanup.

Tables and chairs will be provided, however, the Lessee is responsible for the setup and arrangement.

L. Smoking

Smoking is prohibited in all facilities at the Uvalde County Fairplex, except in designated, outdoor areas where cigarette receptacles are located.

M. RV Parking

RV space is available on a limited, first-come basis. The rental fee is \$30 per day, per RV.

N. Non-Assignment

Lessee may not transfer or assign this Agreement nor sublease the rented space nor allow use of the rented space other than as herein specified without the express written consent of Lessor.

O. Compliance

Fairplex Management reserves the right to deny the use or the continued use of its facilities to any person or organization not complying with Fairplex Policies and Procedures. Lessee shall control behavior of all attendees and

bear full responsibility for their conduct, including financial responsibility for rectification of damages to the Fairplex or any other form of violation.

P. Hold Harmless Agreement

By signing this agreement the Lessee agrees that Uvalde County, its officials, its members, managers, and their respective assignees are not responsible for any injury, theft, damage, or losses to property, persons, or animals incurred during this event.

Q. Civil Practice And Remedies Code

“UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.”

R. Indemnification of Uvalde County Fairplex

Lessee bears full responsibility for his attendees; accordingly, Lessee shall indemnify Uvalde County, its employees, its officials, its members, managers and their respective assignees against any and all defense costs and fees or judgment liability arising from any claim or lawsuit brought by a third party arising out of the Lessee’s rental of the premises.

S. Limitation of Liability

The maximum liability of Uvalde County under this contract shall be the return of the sums paid by Lessee.

T. Amendments

The terms specified herein constitute the entire agreement between the parties. The Uvalde County Fairplex shall be not be bound by any alleged promises, representations or agreements except as herein expressly set forth. Management shall not have any authority to amend this contract, except in writing.

U. No Warranty

Uvalde County does not warrant that the Fairplex is suitable for any particular purpose, nor warrant any condition on the premises. The Lessee agrees that he/she has had an opportunity to examine the premises; that the Fairplex is not responsible for any notification of any defects within the premises; and that he/she will accept the premises in an “as is” condition.

V. Incorporation of Legal Documents

The Uvalde County Fairplex reserves all rights under its governing documents and the law to enforce the terms of this Agreement. In addition, the Lessee shall bear full responsibility of all attorney fees and costs incurred by Uvalde County to enforce this contract. If Uvalde County must seek legal action to recover damages in excess of the security deposit, all sums due shall bear interest at the rate of 18%, per annum.

W. Choice of Law/Venue

The parties shall interpret and enforce this contract in accordance with the law of the State of Texas. Any claim or cause of action arising out of or

connected with the Agreement shall be adjusted in either the U.S. District Court of the Western District of Texas or the District or County Court of Uvalde County, Texas.

X. Civil Rights

It is Fairplex policy that the use of the facilities should be consistent with the objectives of Title VI of the Civil Rights Act of 1964. Facilities shall not be made available to any organization that practices discrimination based on race, creed, color, sex, national origin, age or condition of handicap.

Y. Right to Refuse Service

Uvalde County Fairplex Management reserves the right to deny any event, activity or equipment in its sole and absolute discretion. Additionally, Uvalde County reserves the right, in its sole and absolute discretion, to deny any guest of the Lessee access to the Fairplex.

I, THE UNDERSIGNED, HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN. I ALSO ACKNOWLEDGE THAT I AM FULLY RESPONSIBLE FOR ANY DAMAGES OR COSTS INCURRED DURING THE PERIOD FOR WHICH I HAVE RESERVED USE OF FAIRPLEX FACILITIES, INCLUDING ANY CHARGES THAT EXCEED THE AMOUNT OF THE SECURITY DEPOSIT.

RENTER:

Name: _____

Title: _____

Signature: _____

Date: _____

UVALDE COUNTY FAIRPLEX:

Name: _____

Title: _____

Signature: _____

Date: _____

Uvalde County Fairplex, 215 Veterans Lane, Box 13, Uvalde, Texas 78801, (830) 591-9040, fairplex@uvaldecountry.com