

**THE STATE OF TEXAS
COUNTY OF SOMERVELL**

CONTRACT NO. _____

This agreement, made and entered into this _____ day of _____, 2013, by and between the Somervell County Public Events Facilities, acting by and through its Facilities Manager, hereinafter called Lessor, and _____ hereinafter called Lessee, witnesseth:

I. That upon the terms and conditions herin 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 Somervell County, Texas, to wit:

Facility: Somervell County Public Event Facilities – Expo Center

Rooms: _____

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

Time _____ Date _____ Ending at Time _____ Date _____

II. Lessee hereby covenants and agrees to pay to Lessor, at its office in the Exposition Center, for the use of said premises, the sum of _____ of \$ _____* and any and all sums which may be due to Lessor for additional services, accommodations or materials furnished to or loaned to Lessee including but not limited to: See Policy and Fee Schedule

*Signed contracts and deposit of \$ _____ due by _____. We will collect for all other fees at Noon on the last day of the event. Certificate of Insurance is due by _____; listing Somervell County Public Event Facilities as additional insured.

III. A copy of such request by Lessee for additional services marked "Addendum 1" is attached hereto and made a part hereof for all purposes, and it shall constitute an agreement between Lessor and Lessee that the Facilities Manager in case of failure of Lessee to pay any sum due to Lessor, shall have the right to attach any of Lessee's property within the confines of the Somervell County Public Event Facilities or to take, from the box-office receipts belonging to Lessee, money in an amount sufficient to pay the sums due to Lessor.

IV. 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. **OBLIGATIONS.** Every obligation of either party to this contract shall be fully performed in Somervell County, Texas.
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. **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 Facilities Manager. Move-In dates will have strictly limited utilities and services provided to Lessee; heat and air conditioning will not be provided on Move-In days unless full rental payment is received. All necessary janitor services are deemed necessary by the Facilities Manager and provide the premises hereinabove described to be kept clean and generally cared for during the term of this contract, except that 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.
4. **CONCESSIONS.** Lessor reserves the sole and executive right to sell on, in, or about the premises covered by this agreement, any drinks, foods, souvenirs, or other merchandise of any sort or Lessor may lease all concession rights to any party or parties designated by Lessor. The Lessee without written consent of Lessor shall give no free samples of any merchandise, whatsoever, away.
 - 4a. **KITCHEN FACILITIES.** Kitchen Facilities are available for use by Lessee(s) or their caterers, provided users post a refundable kitchen clean-up deposit and agree to hold harmless the officers, employees, or management contractors of the Somervell County Public Event Facilities or the officers, employees or elected officials of Somervell County from any claims or liability arising from the preparation, serving or consuming of foodstuffs prepared in said kitchen facilities.
 - 4b. **CATERED RIGHTS.** Contracted Concessionaire is granted "First Right of Refusal" to place a bid on any and all catered meals for the event(s) dictated above for the length of this contract.
 - 4c. **ALCOHOLIC BEVERAGES.** Lessee shall not allow beer, wine, or any liquors to be brought onto the premises or grounds or building for the purpose of selling or giving away said beverages in accordance with the applicable TABC laws. All alcoholic beverage sales must be coordinated amongst the Lessee and contracted concessionaire.
5. **CONTROL OF BUILDING.** Lessor reserves the right at all times to control the ushers, ticket takers, and all other employees of Lessee, and the right to remove from the Premises any and all such employees of Lessee and the right with its officers and agents, including its police 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 Somervell County Public Events Facilities, its officers, employees or management contractors or the officers, employees or elected officials of Somervell County on account thereof.
6. **FIRES.** 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.
7. **ACCESS TO BUILDING.** Lessor, through its Facilities Manager, police 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 Facilities Manager. The keys to the premises shall remain in possession of the Lessor or its Facilities Manager 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.
8. **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.
9. **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. Lessee also agrees at its expense to have on hand, at all times, sufficient police force to maintain order and protect the persons and property located on the leased premises. All rentals are required to have one licensed security officer per every 100 people. The sufficiency of and type of police force shall be subject to the approval of the Facilities Manager.
10. **NO OBSTRUCTIONS TO SIDEWALKS, 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.

11. **LESSEE RESPONSIBILITY.** Lessee shall not bring or permit anyone to bring into said building or premises, or keep therein, anything that will increase the fire hazard or the rate of insurance on the building 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 the Facilities Manager and shall not place nor put up any decorations without the consent of the Facilities Manager. 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. Furthermore, Lessee shall be responsible for reserving, monitoring, and collecting all RV spaces purchased by participants of Lessee's event/show, through the length of the event/show, unless prior arrangements are made with Lessor's approval. Lessee shall charge no more than \$5.00 above the contracted rate, per RV space, per day, to its participants.

11a. A complete list of all Lessee responsibilities, obligations, and explanations thereof can be found in the Somervell County "Approved Rate Schedule" and in the "Operations Manual."

11b. Lessor must be notified in writing by Lessee of any intended cancellation a minimum of 30 days prior to the contracted dates stated herein in order for the Lessee to be eligible for a refund of any deposit placed on the contracted event.

12. **INSURANCE.** Lessee shall provide Lessor, at least ten (10) 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 **Five hundred thousand (\$500,000.00)** 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; Somervell County and the Somervell County Public Event Facilities and their officers, employees, management contractors and elected officials.

13. **ALCOHOLIC BEVERAGES.** Lessee shall not allow beer, wine, or any liquors to be brought onto the premises or grounds or building for the purpose of selling or giving away said beverages without the written approval of the Facilities Manager in accordance with the applicable laws and contracts. All alcoholic beverage sales must be coordinated amongst the Lessee and contracted concessionaire.

14. **LAW OBSERVANCE.** Lessee shall comply with all laws of the United States, and the State of Texas, all ordinances of the City of Glen Rose and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City Of Glen Rose 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 desist from and correct such violation.

15. **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 Facilities Manager in this respect shall be final.

16. **NO RESPONSIBILITY FOR PROPERTY IN BUILDING.** 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; and all watchmen or other protective services desired by the Lessee must be arranged for by special agreement with the Facilities Manager.

16a. **ABANDONED ITEMS.** Lessor shall have the right to collect and have custody of articles left in the building by persons attending any performance, exhibition, or entertainment given or held on the premises.

17. **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.

18. **ATTORNEY'S FEES.** Lessee agrees to pay (10) percent, as attorney's fees, on any amount payable by it under any part of this entire agreement, which may be collected by suit.

19. **PERFORMANCE QUALITY.** 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 Facilities Manager to be illegal, or indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities then the said Facilities Manager, on the part of the Lessor, shall have the right to demand of Lessee that he immediately delete such portions of the production as have received such criticism, or to rewrite or have changed 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.

20. **TAXES AND LICENSES.** Lessee will pay all taxes on tickets used 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.

21. **ALL MATTERS.** Any matter not herein expressly provided for shall rest solely within the discretion of Somervell County and its Facilities Manager or Lessor.

22. **CITY ORDINANCES, ETC.** Whenever the use of said leased premises shall be within the City limits or ETJ of Glen Rose, Texas, Lessee shall comply with all ordinances and resolutions of the City of Glen Rose.

23. **INTERMISSION.** Lessee agrees that for programs lasting one and one-half (1 ½) hours or more, an intermission of not less than fifteen (15) minutes shall be held, unless prior written approval is obtained.

24. **LESSEE'S REPRESENTATIVE.** A representative of Lessee approved by the Facilities Manager shall remain on the premises during the term hereof and until performers or exhibitors and the public have left the building.

25. **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.

26. **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.

27. **LESSOR'S REPRESENTATIVE.** For the purpose of clarity, the Facilities Manager shall refer to the person or his duly appointed representative to whom the County of Somervell shall give authority over its Public Event Facilities.

28. **RULES AND REGULATIONS.** Lessee acknowledges having received a copy of the "Policy and Fee Schedule" relating to the use of the Expo Center either printed or on our website at www.glenroseexpo.org. The terms and provisions of such rules and regulations are expressly incorporated into this contract for all purposes and Lessee agrees to keep, perform, and abide by such rules and regulations.

IN WITNESS WHEREOF, said Somervell County Public Event Facilities, acting by and through its Facilities Manager, Lessor and,

_____ Lessee, have caused these presents to be signed in duplicate this _____ day of _____, 2014.

SOMERVELL COUNTY PUBLIC EVENT FACILITIES

By: _____
Facilities Manager

Lessee: _____

By: _____
Lessee Representative