

THE STATE OF TEXAS COUNTY OF MIDLAND

Contract NO. 23-XXX

This agreement, made and entered into this **CONTRACT CREATION DATE**, and between Midland County, Texas, acting by and through its Director, hereinafter called Lessor, and **RENTER NAME**, hereinafter called Lessee, witnesseth:

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 Midland County, Texas, to wit:

Facility: **MIDLAND COUNTY HORSESHOE.**

Rooms: **LIST RENTED SPACES HERE**

To be used for the purpose of: **TYPE OF EVENT HERE**, and for no other purpose without the written consent of Lessor for a term commencing at Time **START TIME** Date **START DATE** and ending at Time **END TIME** Date **END DATE.**

II. Lessee hereby covenants and agrees to pay to Lessor, at its office in the Midland County Horseshoe, for the use of said premises, the sum of: 50% deposit due at the time of signing contract and remainder amount due by **DATE 7 DAYS BEFORE EVENT**, and Lessee further covenants and agrees to pay to Lessor on demand any and all sums which may be due to Lessor for additional services, accommodations or materials furnished to Lessee including but not limited to: shavings, livestock stalls, RV stalls, additional tables/chairs, audio-visual equipment and all other expenses. All fees are based on final rental menu items determined before the event and the final invoice amount is due no later than seven (7) days prior to the event. If there are additional charges during the event, a second final invoice will be sent after the event with payment due immediately upon receipt and no longer than fourteen (14) days after receipt of the final invoice. Failure to pay post-event charges could result in charges being sent to collections. A copy of such request by Lessee for selected menu items marked "invoice" is attached hereto and made a part hereof for all purposes.

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. **OBLIGATIONS.** Every obligation of either party to this contract shall be fully performed in Midland County, Texas.

2. **LESSEE'S ACCESS.** Lessor shall permit Lessee to peaceably and quietly have and enjoy the use of the premises herein above specifically described for the purpose and for the term aforesaid, including corridors necessary to accommodate patrons, and restroom conveniences customarily open to the 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 Director and all necessary janitorial services deemed necessary by the Director, and cause the premises herein above 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.** Lessee may rent the concession stand for a rental and cleaning fee. A concession stand rental agreement must be signed and all venue policies must be followed in addition to the Health Department rules attached to the agreement. The Horseshoe may find local groups/organizations to sell concessions during the lessee's event, however, this is not guaranteed. The lessee or the group/organization operating the concession stand may retain 100% of their sales. Please see venue policies for additional rules and information.

4a **KITCHEN FACILITIES.** Kitchen facilities are available for use by Lessee(s) or their caterers for an added fee and agree to hold harmless the officers, employees, or management contractors of Midland County or the officers, employees, or elected officials of Midland County from any claims or liability arising from the preparation, serving, or consuming of foodstuffs prepared in said kitchen facilities.

4b. **BOX OFFICE AND TICKET SALES.** Lessee shall engage the services of the Horseshoe's in-house ticket service for all events requiring advance ticket sales. The full Box Office & Ticket Policy is listed on the venue policies & guidelines document which will be followed for all events.

5. **CONTROL OF BUILDING.** Lessor reserves the right at all times to control the ushers, ticket takers, and all other employees, vendors and attendees of Lessee, and the right to remove from the Premises any and all such employees, vendors and attendees of Lessee and the right with its officers and agents, including its law enforcement 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 Midland County, its officers, employees, agents, and contractors.

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 Director, law enforcement officers, and other designated representatives, shall have the right, at any time, to enter any portion of the premises herein before 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 Director or the Director's designee. The keys to the premises shall remain in possession of the Lessor or its Director or the Director's designee, 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. **ELECTRICITY.** Lessor shall furnish electricity and lights according to the present openings in the premises covered by the agreement and no gasoline, Butane Bottles (full or empty), oil flashlights, or any other artificial lighting, light plants, or electrical equipment shall be permitted therein, and no engine or motor or machinery shall be operated on said premises without written consent of the Director.

Initialed by: _____ Lessee/_____ Horseshoe Director

9. **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.

10. **RESPONSIBILITY FOR INJURY. LESSEE AGREES TO INDEMNIFY AND 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 PERSONAL 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, VENDORS OR ATTENDEES 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. THE SUFFICIENCY OF AND TYPE OF POLICE FORCE SHALL BE SUBJECT TO THE APPROVAL OF THE DIRECTOR.**

11. **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.

12. **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 a service animal or animal specific to the show, without the consent of the Director and shall not place nor put up any decorations without the consent of the Director. 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.

13. **NO DEFACING OF BUILDING.** 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 injury and damage which may be done to the building or any of the fixtures, furniture 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 hereby renting the premises herein above described. It is expressly agreed that the Director or Director's designee shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this agreement, Lessee is to be held responsible. The decision of the Director shall be final.

14. **REMOVAL OF INSTALLATIONS.** If, in connection with the purpose or use for which Lessee is renting the premises, any of the permanent seats, any portion of the stage or floor or other portions of the building, or furniture are moved or removed, Lessee agrees to pay the cost of replacing the same and putting them back in the same condition and place as they were before such removal.

15. **FAILURES 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.

16. **INSURANCE.** Lessee shall provide Lessor, at least ten (10) days prior to the commencement of the term of this agreement specified herein, with evidence of commercial general liability with a limit no less than \$1,000,000 per occurrence, 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 name Midland County as an additional insured.

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 Midland County Horseshoe is mentioned or referred to without first having obtained written consent and approval of Lessor.

18. **ALCOHOLIC BEVERAGES.** Lessee must utilize an approved TABC licensed and certified alcohol vendor from provided approved vendor list for all event alcohol needs. Lessee agrees to follow posted and provided Midland County Horseshoe venue alcohol policies found on the Horseshoe website in addition to all required TABC laws during their event. Event security is required for events utilizing alcohol. Lessee will contact the Horseshoe for further security requirements.

19. **LAW OBSERVANCE.** Lessee shall comply with all laws of the United States, and the State of Texas, all ordinances of the City of Midland and Midland County and all rules and requirements of the Police and Fire Departments, or other municipal authorities of the City Of Midland and Midland County 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, and 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.

20. **POSTING OF SIGNS, ETC.** Lessee shall not post nor exhibit, nor allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description, inside or in front, or in any part of said building, except on the regular billboards provided by the Lessor therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibition to be given in said premises; and Lessee shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by said Lessor or its Director.

21. **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 Director and/or Director's designees in this respect shall be final.

22. **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 themselves.

23. **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.

Initialed by: _____ Lessee/_____ Horseshoe Director

24. **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.
25. **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 Director and/or Director's designees to be illegal, or indecent, obscene, lewd, immoral or in any manner offensive to persons of ordinary sensibilities then the said Director and/or Director's designees, on the part of the Lessor, shall have the right to demand of Lessee that he/she 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.
26. **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. Abandoned items will be held for ten (10) business days before disposal of items.
27. **TAXES AND LICENSES.** Lessee will pay all taxes and fees on tickets used minus credit card fees passed on to purchaser 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.
28. **ALL MATTERS.** Any matter not herein expressly provided for shall rest solely within the discretion of Midland County and its Director or Lessor.
29. **CITY ORDINANCES, ETC.** Whenever the use of said leased premises shall be within the City limits or Extra-Territorial Jurisdiction (ETJ) of Midland, Texas, Lessee shall comply with all ordinances and resolutions of the City of Midland.
30. **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.
31. **LESSEE'S REPRESENTATIVE.** A representative of Lessee approved by the Director shall remain on the premises during the term hereof and until performers or exhibitors and the public have left the building.
32. **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.
33. **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.
34. **LESSOR'S REPRESENTATIVE.** For the purpose of clarity, the Director shall refer to the person or his duly appointed representative to whom the County of Midland shall give authority over its Midland County Horseshoe. **RENTERS NAME**; have caused these presents to be signed in duplicate this **CONTRACT CREATION DATE**.
35. **GOVERNMENTAL IMMUNITY.** The County, as a governmental entity under the laws of the State of Texas, retains its full governmental immunity in executing this Agreement and performing hereunder. Nothing in this Agreement shall waive, limit, or restrict the County's governmental immunity to suit or damages.
36. **HORSESHOE RULES POLICIES AND PROCEDURES.** Renter and any vendors hired by Renter must comply with all rules, policies, or procedures of the Horseshoe, which are available from the Horseshoe Director and can also be found on the Horseshoe website. Violation of any rules, policies, or procedures of the Horseshoe may result in the violator being removed from the property and may result in immediate cancellation of the event without a refund.
37. **VENDORS HIRED BY RENTER.** If Renter hires any vendors for the Renter's event, Renter is fully responsible for the behavior and actions of that vendor. Renter must ensure that any vendors have insurance in the amounts listed in paragraph 14 and must provide certificates of insurance upon request from the Horseshoe Director. The Horseshoe Director reserves the right to deny any vendor access to the facility.

By: _____
 Ken Olson
 Midland County Horseshoe Director

Lessee: **LAST, FIRST**

By: _____
 Signature
 Lessee

Initialed by: _____ Lessee/_____ Horseshoe Director