



Brazoria County Fair Association

PO Box 818 / 901 S. Downing Rd.
 Angleton, Texas 77515
 Phone 979-849-6416 Fax 979-849-9685
 Website www.bcfa.org

BCFA Rental Rates, Rules & Contract

Arena (200X400)	Charge	Clean up and Damage dpt	***Security Required	Insurance Required	BCFA Member	Check Box For Rental
Concert pkg.	Call for pricing	\$1500.00	Yes	Yes	No	
4-H Practice	\$25.00 hr	\$100.00	No	Yes/Waiver	Yes	
4-H Show	\$150.00/day	\$100.00	No	Yes/Waiver	Yes	
4-H Show w/livestock	\$350.00/day	\$100.00	No	Yes/Waiver	Yes	
Team Penning pkg	\$350.00/day	\$250.00	***	Yes/Waiver	No	
Team Roping pkg	\$350.00/day	\$250.00	***	Yes/Waiver	No	
Team Sorting pkg	\$350.00/day	\$250.00	***	Yes/Waiver	No	
Clinic w/livestock	\$350.00/day	\$250.00	No	Yes/Waiver	No	
Barrel Racing	\$350.00	\$250.00	***	Yes/Waiver	No	
Play Day/no livestock	\$200.00	\$250.00	No	Yes/Waiver	Yes	
Clinic /no livestock	\$200.00/day	\$100.00	No	Yes/Waiver	Yes	
Individual Rider w/lights	\$35.00/hr.	N/A	No	Waiver	Yes	
Rider (1) with Livestock	\$75.00/hr.	N/A	No	Waiver	Yes	
Additional Riders (up to 5)	\$25.00					
Rodeo (includes electricity)	Call for pricing	\$1500.00	Yes	Yes/Waiver	No	
Bull Ride (includes electricity)	Call for pricing	\$1500.00	Yes	Yes	No	
RV Hook Up(s)	\$45.00/night	N/A	N/A	N/A	No	
Tractor with Operator	\$60.00/hr.	N/A	N/A	N/A	No	
Announcer's Booth	\$25 PA system not included	N/A	N/A	N/A	No	
Arena Fans	\$50.00/day	N/A	N/A	N/A	No	
PA System	\$50.00	\$200.00	N/A	N/A	No	
Concession Stand	\$150.00	\$150.00	N/A	N/A	No	
BBQ Area w/Pavilion (no electric)	\$500.00	\$500.00	Yes	Yes	No	
TOTAL FEES FOR RENTAL						

Arena rental includes preparation of the grounds. **Rental does not include use of tractor or drag.**

If the rental is not scheduled two days prior to rent day, renter will use the arena as is no prep work will be done

BCFA maintenance superintendent call out - \$30.00 Hr. (4 hr. minimum)

Arena must be reserved with contract, deposit, and insurance in the BCFA Office PRIOR to the event.

Any event with livestock must be cleared through the office prior to unloading cattle.

All Lights must be turned off and gate locked when leaving.

Rental Packages Include:

- 1 (one) Dumpster – Extra dumpsters are \$50 each.
- Barrel Race Rental Includes: Arena, Electricity/Lights, Announcers Booth and PA for 24 hours
- Bull Ride Rental Includes: Arena, Electricity/Lights, Announcers Booth and PA for 24 hours
- Rodeo Rental Includes: Arena, Electricity/Lights, Announcers Booth and PA for 24 hours
- Roping Rental Includes: Arena, Electricity/Lights, Announcers Booth and PA for 24 hours
- Concert Rental Includes: Arena, Electricity/Lights for 24 hours

General Rules

GENERAL ARENA RULES

1. No alcohol beverages inside the arena.
2. No glass containers inside the arena or surrounding areas.
3. **No dogs, cats, pets, etc. inside the arena.** All animals outside the arena must be on a leash, Lead, rope or bridled.
4. No animals are to be tied to fences.
5. All horses and cattle must comply with TAHC rules and regulations. All horses entering the arena area and BCFA fairgrounds **MUST HAVE CURRENT COGGINS TEST PAPERS.**
6. **The use of ATVs are prohibited on BCFA property, golf carts are permitted. This includes both BBQ and Arena area(s).**

TEXAS ANIMAL HEALTH COMMISSION LAW

Lessee agrees to take sole responsible and is mandated by the terms of this contract to check all Coggins documentation for every Horse on the Arena property during the time period of the rental agreement. Any failure to comply with any Texas Animal Health Commission law will result in the cancellation of the contract and all animals to be removed from the BCFA property without delay.

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 their parking area as well. 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 clean-up/damage deposit, as may be reasonably necessary to clean up after Lessee. If damage to the leased premises is found during after rental inspection performed by the Lessor's representative. Lessor may apply any portion of the clean-up/damage deposit as may be reasonably necessary to make such repairs. **FAILURE TO COMPLY WILL RESULT IN FORFEIT 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 clean-up/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 clean-up/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*.

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:

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 General Liability Insurance 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 moving into the leased premises, or taking possession thereof, *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 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, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or out 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, or licensees. If *Lessor* or the *County of Brazoria, Texas*, shall, without fault on their parts, be made a party to any action 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.

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 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 of 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, or other actions that would in any way create the impression that the activities to be performed are sponsored by or are the activities of the *Brazoria County Fat Stock and Fair Association, Inc.* At the request of *Lessor*, any such advertising shall include a statement to the effect that 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 contrary to the purposes and ideals of the *Fair Association*, or if it does not comply with the above stipulations, *Lessor* may request that *Lessee* make proper 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.

Unless otherwise provided herein, any notice, tender, or delivery to be given by either party shall be in person or in writing by First Class mail, postage prepaid and shall be deemed received when actually in possession of the other party. All notices provided to be given should be at the address below.

Lessor: Brazoria County Fat Stock and Fair Association, Inc.
P. O. Box 818
Angleton, Texas 77516-0818
(979) 849-6416

Lessee: _____ Date(s) of Rental _____

Driver's License # _____ Phone _____ Email _____

EXECUTED THIS THE _____ DAY OF _____, 20____

"LESSEE" Printed

"LESSEE" Signature

"LESSOR" BCFA Representative

OFFICE USE ONLY

Rental Fee.....\$
Date Paid _____
Receipt # _____ ck# _____

Deposit Fee.....\$
Date Paid _____ ck# _____

Insurance _____ or.....\$

Total Payment.....\$