

Kendall County Fair Association Inc.
P. O. Box 954 1307 River Road
Boerne, Texas 78006
Phone: 830-249-2839 Fax: 830-249-7570
www.kcfa.org

FACILITIES BOOKING AND RENTAL POLICY

and

TERMS AND CONDITIONS OF KCFA RENTAL AGREEMENT

1) **RESERVATIONS:** Preliminary reservations may be made by email (rentals@kcfa.org) or with the KCFA Hall Rental Director up to one year in advance. Confirmed reservations will only be made by the execution of this Kendall County Fair Association Inc. Rental Agreement. This Rental Agreement must be executed and the required security deposit paid within 14 days of the preliminary reservation. If no deposit is received within the 14 days grace, KCFA has the right to cancel this agreement and rent the facility to another applicant. The balance of the rental must be paid no later than 14 days prior to the event date or no key will be issued. No refunds will be made after 14 days prior to original event date. Rental may be rescheduled one (1) time to dates available on the KCFA rental calendar. If no cancellation is made or event is not rescheduled prior to 14 dates of the original event date, funds will be forfeited to the KCFA.

- a) Annually recurring events must have a new contract every year. Rollover deposits not allowed. If you plan to have your event the following year, please request the contract for the following years from the KCFA Hall Rental Director. A temporary hold for the date you request may be provided by the KCFA Facility Rental Director on a case by case basis. A confirmed reservation will only be held with the required security deposit as previously noted. Failure to return the contract with the deposit will forfeit the date(s) reserved. "Tenured" events, those events that have used the facilities for two or more years, are allowed to have first options on the same dates for the next year. Any conflict of dates caused by request of lessee or by calendar will be resolved and/or mediated by the KCFA Board of Directors taking into account the varying circumstances. The Board's decision will be final.
- b) Contracts will be issued on an "as needed" basis. Contracts for local events or events for short term rental needs may be issued up to one year in advance. Consecutive or multiple day events requiring long-term notice, such as conventions, livestock shows, horse and cattle shows, trade shows or other events that may be sponsored by a regional or national organization, may receive contracts up to two years in advance.
- c) Annual dates for events of the following organizations are hereby established as "protected dates" by order of the KCFA Board of Directors:
 - Kendall County Fair, Livestock Show and Rodeo Labor Day Weekend.
 - Oma's Christmas Arts & Crafts Show in December.
 - KCFA Community Garage Sale in March.
 - KCFA Gala in February.
 - KCFA Annual Bull Riding Blow Out in June.
 - KCFA 4th of July.
 - Other events as determined by the Kendall County Fair Board of Directors

- d) Rental Rates may, from time to time, be adjusted by order of the KCFA Board of Directors. The contract will be adjusted at that time to reflect the new rental rates.
 - e) ACCESS: If access is needed prior to or after the scheduled event, the KCFA Facility Rental Director may allow it if the access does not conflict with any other previously scheduled events. Arrangements for additional access must be made 14 days prior to the event at which time all additional fees will be due.
- 2) SECURITY DEPOSIT: There will be a minimum required \$500 security deposit per area rented to secure the date of the event. The amount of deposit may vary depending on the type of event. All payments to the Kendall County Fair Association should be made by PayPal, Money Order or checks made payable to the Kendall County Fair Association Inc. No cash payments excepted. In order to get the full security deposit refunded to you complete the Halls & Grounds Cleanup Checklist and return it with the key. Upon complete inspection by the KCFA Facility Rental Director, your deposit will be returned within 30 days of your rental if there is no damage and hall is cleaned per the requirements.
- 3) HOURS FOR EVENT RENTAL: The KCFA facilities are available from 7:00 am to 12:00 am daily, with the premises vacated by 12:00 am. Any portion of a full day's rental will still incur the full rental fee. ANY event that exceeds the established hours of rental for a single day will be charged the early move in or extended time fee, payable immediately upon completion of event.
- a) As per City of Boerne ordinances, the volume of music at an event must be below 70 dB(A) from 7:00 am to 10:00 pm and lowered to 65 dB(A) from 10:01 pm to 12:00 am. All music shall be turned off by 11:00 pm. Lessee shall be responsible for all fines incurred as a result of individuals who make noise complaints against an event.
 - b) Lessee agrees he/she and his/her guests and invitees will be bound and abide by the rules and regulations of the Kendall County Fair Association and accepts responsibility for the conduct of his guests and invitees according to these rules.
 - c) All guests are to remain only in the area or areas rented for the event. Children are not to be left unsupervised or allowed to roam the grounds unattended.
- 4) ALCOHOLIC BEVERAGES: KCFA reserves the right to sell non-alcoholic and alcoholic beverages, including beer and wine, during the length of this contract. KCFA will open the "Bar" at the lessee's request. All Lessees' beer must be removed from the premises or put away before a KCFA bar will be opened. No **glass** bottled beverages will be allowed on the KCFA property at any time during this contract. No Alcoholic beverage can be served by the lessee from the bar area. No alcoholic beverage may be sold by the Lessee, at any time, only by the KCFA.
- a) Any event that serves alcohol is required to have all alcohol in one central location under the supervision of a TABC certified server. It is required that a copy of that certification for that server must be on file with the KCFA as part of the rental agreement. At the completion of the event all alcohol must be removed prior to the Officers and TABC certified server leaving the facility. The cost of TABC certified Server and Officers are the sole responsibility of the Lessee.

5) **EVENT SECURITY:** Lessee must provide **uniformed licensed peace officers** for their event at their own expense (one for every 100 persons in attendance) but in no event shall Lessee provide less than one peace officer. Lessee must notify KCFA in writing as to which peace officers are assigned and at what times they will be on duty. Security **cannot** be provided by a guest of the event. Any exceptions to this rule **MUST** be approved by the KCFA Facility Rental Director only.

6) **CATERING:** Any KCFA facilities used by the caterers or food servers must be left clean and in the condition that it was found on arrival. It is the responsibility of the Lessee to supervise the cleanup after all caterer events or events where food will be sold or served. Lessee is responsible for any damages incurred in the preparation or serving of food. Cooking on the premises is only allowed with proper rental of the kitchen or Barbeque Pit.

7) **EVENT SET UP and TAKE DOWN:** Lessee is responsible for the set up and break down of their own event. KCFA will not set up tables and chairs but will make them available to the lease for use.

- a) **RENTAL OF TABLES & CHAIRS:** Chairs and tables are for use **ONLY** on premises unless previously authorized by the KCFA Board of Directors. Rentals for these items are included in the rental fee if only those contracted are used. If extra tables and chairs are requested beyond those contracted, then a fee of \$5 per chair and \$20 per table will be assessed to lessee. (Only supplied if readily available)
- b) **DECORATIONS:** The Lessee is responsible for their own safety and the safety of others associated with their event during the installation, display and removal of all decorations. Other rules that apply are:
 - Decorations causing damage to floors, walls, ceilings or other surfaces or structures are not permitted. This includes the application of tape, tacks, nails, staples, etc.
 - KCFA Facility Rental Director must be consulted prior to the application of any and all decorations including use of water, candles and ceiling decorations.
 - Use of 3M removable hooks and adhesives is encouraged.
 - Glitter and/or confetti are not permitted.
- c) **DAMAGES:** The rented areas will be inspected pre and post to the event. Any damages caused due to the rental will be assessed against the Security/Cleaning Deposit to full forfeiture of same. If the damages are valued at more than the deposit, the Lessee will be responsible for paying for the excess damages in full by two days after the event. The cause, extent of damage and the amount required for repairs will be determined by the KCFA Board of Directors. The Boards decision is final.
- d) **CLEANING:** Lessee must complete the after-event cleaning checklist and turn it in with the keys to the KCFA Facility Rental Director at the end of the event.

8) ENTIRE KCFA PROPERTY RENTAL: Renting the property in its entirety will exclude the horse barns, livestock barn, and arena areas. These areas are handled separately and must be discussed separately if needed. Lessee cannot use front river road gate, charger gate, or city park road gate to charge entry unless entire grounds is rented. Offices and private meeting rooms are not available for rental.

9) PROHIBITED EVENTS: Prohibited events include events that do not conform to accepted community standards or any event that is scheduled that uses untrue or misleading information provided by the Lessee. The determination of a "prohibited" event is the sole responsibility of the KCFA Board of Directors and their decision will be final.

10) CANCELLATIONS: A forfeit of the security deposit (\$500) per area will occur when cancellation is not given at least 30 days prior to the event for each hall or area rented. Such cancellation must be in writing to KCFA and postmarked by the 30 day deadline. Rentals must be paid in full 14 days prior to rental date(s). No refunds of rental payments will be made for cancellations made after 14 days prior to original rental reservation.

11) RECURRING MONTHLY RENTALS: In the event that this is a recurring monthly rental, any payment due to KCFA under this agreement shall be due and payable 14 days prior to the event date each month. Failure to make any payment shall place the lessee in default. Acceptance by KCFA of any late payment shall not constitute a waiver of subsequent due dates or determination of default of this lease. Regular monthly recurring events must have a current annual contract on file.

12) NON-PROFIT RENTALS: To qualify for a NONPROFIT rental rate (20% off of the base rental rate), organizations must present, or have on file with the KCFA Board of Directors a current IRS 501(c)3 determination letter. The nonprofit organization must also complete a KCFA Application for Assistance and present same for approval by the KCFA Board of Directors. Copies of this form may be obtained from the KCFA Facility Rental Director. The discount will be 20% off of the base rental rate only and does not exclude the organization from a security deposit requirement or other fees.

13) LIABILITY INSURANCE: (Requirement determined by the KCFA Facility Rental Director) The Lessee, for the event covered by this agreement, hereby warrants that he/she carries in full force and effect, and throughout the period of this Agreement shall continue to carry and maintain in full force and effect, liability insurance protecting the Lessee (owner) and KCFA from any and all claim(s) arising out of this Agreement. A copy of said liability insurance must be submitted to the KCFA Hall & Grounds Director as a part of this contract.

14) ASSIGNMENT: This lease agreement may not be assigned by lessee to another party. Only the party or organization that the signee legally represents may use the rented facility as per this lease agreement.

15) Exceptions to these policies and procedures will be allowed only if the KCFA Board of Directors, by a majority vote at a regularly scheduled monthly meeting, grants approval of an exception. Such an exception will be provided in writing and duly signed by both parties.

16) The KCFA Board of Director reserves the right to clarify any rules not specially defined in this policy and procedure. All decisions of the KCFA Board of Directors is final.