		Kendall County Fair A P. O. Box 9 1307 River R Boerne, Texas Phone: 830-249-2839 Faz <u>www.kcfa.c</u>	54 oad 78006 x: 830-249-7570			
	НА	LLS & GROUNDS FA CONTRA (Please fill out in it	CT			
"KCFA") and Lessee). This agree	ement is hereby		, companying signatures,	(hereinafter referred to as (hereinafter referred to as dated theday of		
LESSEE: Name:						
Organization:						
Address:		City	State	Zip		
Phone number: (	)	Email:				
Date(s) Needed:		# of Guests Expected: Event Time:				
(Please circle all	that apply)			ervices described below: PayPal. No cash please.		
New Hall	l at \$2,000/day		Entire KCFA Property	\$6,000 / day		
Old Hall	Old Hall at \$1,600/day		Arena, \$500/day, \$600/day with lights			
Pavilion at \$1,000/day			Early Move in <sup>1</sup> / <sub>2</sub> of Rental fee/day per area			
	Fee \$100/day - Security Depos	sit \$500 per area rented	Parking Area Rental \$	75/day (For parking only)		
KCFA Grounds o	or part thereof (	describe) Rental Fee comm	ensurate to area provide	ed:		
February 2024			KCFA R	Rental Agreement		

## ACKNOWLEDGEMENT – TERMS AND CONDITIONS OF KCFA RENTAL AGREEMENT

I, the undersigned, by my signature below, do hereby acknowledge that I have received a copy of the "Terms and Conditions of the KCFA Rental Agreement" and "Facilities Booking and Rental Policy" included in the KCFA Lessee Information Packet. I have read and understand the terms and conditions and accept them as set forth in this contractually binding agreement and do also agree to uphold all said rules. My signature indicates my agreement to be fully responsible for the assigned rental space for the length of this agreement as stated in this contract.

## ACKNOWLEDGEMENT – OUTDOOR RENTAL POLICY

I, the undersigned, do hereby acknowledge that if I reserve / rent an outdoor facility, there is no guarantee provided by KCFA due to weather. There will be no rental reimbursement for events canceled due to inclement weather. If there is an indoor facility available for rental, you can change your rental and pay the difference in rental fees.

## ACKNOWLEDGEMENT: - SECURITY & TABC SERVERS

I, the undersigned, do hereby acknowledge that I am required to obtain Officers to provide security for my event. I understand that the KCFA requires one Officer per 100 guests. I also acknowledge that I am 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.

# ACKNOWLEDGEMENT: - KCFA CLEANING CHECKLIST

I, the undersigned, understand that I will receive a "KCFA Cleaning Checklist". The halls must be left clean as specified in the checklist. The checklist must be completed and returned the KCFA Rental Director before the hall inspection and deposit return determination can be made. Hall deposits will be returned by mail within 30 days of the rental.

<u>RELEASER (LESSEE) SIGNATURE</u>: (Must be person renting or a legal representative of the organization executing this agreement.)

Name (Signature)

Name (Please Print)

(A copy of this form will be provided to the releaser (lessee) and a copy is to be maintained in the main office of KCFA. This form must be completed by all Renters before any contracts are considered to be complete.)

<u>KCFA USE ONLY:</u>			
Total Rental Fee: \$	Date:		
Deposit Paid \$	Date:	How?	
Refund Sent \$	Date		
Comment/Concern:			

Initials

Initials

Initials

Initials

Date

**KCFA Rental Agreement** 

# LIABILITY RELEASE & INDEMNITY AGREEMENT

This liability release and indemnity agreement is entered into by and between the Kendall County Fair Association Inc., their directors, owners, volunteers, agents, contract labor and employees (hereinafter referred to as KCFA) and the LESSEE as described in the "Halls and Grounds Rental Agreement" (hereinafter referred to as Releaser).

Releaser acknowledges that he/she is renting one or more of the facilities within the grounds owned by the Kendall County Fair Association Inc.

Releaser expressly understands and agrees that there is an inherent degree of risk and danger involved in participating in and/or being in the presence of formal and/or informal activities on the KCFA Grounds, but is not limited to, the risk of bodily injury, death and property damage to persons or property.

For and inconsideration of KCFA providing facilities for rental to the Releaser, the LESSEE agrees to release and discharge the Kendall County Fair Association Inc., including their directors, owners, volunteers, agents, aids, contract labor and employees, of and from any and all liability for, but not limited to, bodily injury, death and property damage which arises out of or is connected with negligence and/or fault of KCFA, including their agents, aids, volunteers, representatives and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity. This constitutes a period of 24 hours before, during and 24 hours after an event for which the facilities were rented and refers to all who participated in the event in any way.

The LESSEE also agrees to indemnify, hold harmless, and defend KCFA, including their directors, owners, volunteers, agents, aids, contract labor and employees, of and from all loses, costs, damages, and expenses (including court and attorney's fees) that rise out of or are connected with bodily injury, death and property damage which arises out of or is connected with negligence and/or fault of KCFA, including their agents, aids, volunteers, representatives and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity. This constitutes a period of 24 hours before, during and 24 hours after an event for which the facilities were rented and refers to all who participated in the event in any way.

The lessee hereby acknowledges receipt and understanding of the current KCFA Booking and Rental Policy and Liability Release and Indemnity Agreement which are incorporated by reference in full, as if fully set forth herein this Agreement. Lessee acknowledges that he/she has read and understands all the Rules and that KCFA may revise these Rules from time to time and Lessee agrees that any revision shall have the same force and effect as any current Booking and Rental Policy. KCFA will determine at its own discretion if Lessee or Lessee's guests or invitees have failed to abide by these Rules. Such failure may result in KCFA declaring the Lessee to be in default hereunder and result in the termination of this Agreement and full surrender of security deposit(s). Lessee also acknowledges the acceptance of the Liability Release and Indemnity Agreement set forth as part of this agreement.

RELEASER (LESSEE) SIGNATURE: (Must be person renting or a legal representative of the organization executing this agreement.)

Name (Signature)

Name (Please Print)

Date