# WILLIAM R. MITCHELL UVALDE COUNTY FAIRPLEX
# RENTAL AGREEMENT

*Effective October 1, 2026 through September 30, 2027*

## I. General Limitations

### A. Hours of Operation

The Fairplex Management/Rental Office is open Monday – Friday, 9am – 12pm and 1pm to 4pm.

The Fairplex Facility is available for rental (Sunday – Saturday), 6am – 12am. Events must end in accordance with the contracted end time.
Date: _____ Initials: _____

### B. Booking

Events may book up to two years in advance of dates. No event will be scheduled on the event calendar until the appropriate deposit has been received (see Fee Schedule), and the "Rental Agreement" is signed by the person or organization requesting rental space and by Fairplex Management.

ALL VENDORS (DJ, BAND, DECORATOR, CATERER, ETC.) MUST BE PRE-APPROVED BY FAIRPLEX MANAGEMENT, NO LATER THAN 30-DAYS PRIOR TO YOUR EVENT.
Date: _____ Initials: _____

### C. Deposits

A damage deposit in the amount of $450 is payable at the time the space is reserved. If rental fee equals $899 or less, deposit will be 50% of that fee. "Tentative" holds for dates **are not allowed**. **Deposits are never applied to fees**. The deposit reserves the date, and will cover any damage or excessive cleaning resulting from the event. If no damages are incurred and no excessive cleaning is required, the full deposit will be refunded approximately four to six weeks after the event. An updated address is required for timely deposit returns. Deposit refunds will only be issued to the contractual "Lessee" (one person).

The Lessee is responsible for the actions of all parties associated with event (band, DJ, caterer, decorator, etc.) and guests. Damages caused by these parties will result in loss of deposit.
Date: _____ Initials: _____

### D. Fees

Contracted rental space fees are due in full 30 days prior to the event. If payment is not received, the reserved date will be forfeited.

Additional charges will be assessed resulting from extended use, damage, abuse, or for using services beyond those approved in advance. Extended

use charges include any time for management, maintenance, and security beyond that included in the agreement, including setup, takedown, and

leaving of the rental space later than scheduled. The Lessee must accept full responsibility for such additional obligations and their settlement.
Date: _____ Initials: _____

**E. Early Access Option**

Lessee shall setup, decorate, takedown and clean during the hours specified in the signed contract. Early access for purpose of decorating/setup may be granted up to 18 hours prior to the contracted rental time by paying the Early Access fee of $350. Early Access Fee must be paid at the time of request, to be placed on calendar. Date: _____ Initials: _____

**F. Cancellations/Date Changes**

In order to receive a deposit refund, less $100 cancellation fee, notice must be received 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. Lessor reserves the right to cancel any event that has not met all criteria outlined in Fairplex General Limitations and Policies. Lessee will forfeit deposit and any fees for cancellation of an event due to failure to comply with policies. A date change will be handled as a cancellation. Date: _____ Initials: _____

**G. Security**

Certified Peace Officers are required at all events serving alcohol and/or events hosting 100+ guests. It will be the responsibility of the Lessee to make arrangements with the Uvalde County Fairplex Rental Office and pay all fees associated with security. Security must be paid 30 days prior to your event date. Facility keys will NOT be provided to Lessee without payment of Security.

Uvalde County Sheriff Deputies are used for peace officer requirements at all Fairplex events having alcohol, and any event having over 100 guests. Scheduling of security is handled by the Uvalde County Fairplex Rental Office, located inside the Uvalde County Arena, 215 Veterans Lane. Please call 830-591-9040 to arrange security. The fee for Sheriff's Deputies is $50/per officer, per hour. A 5-hour minimum is required. Number of Officers required as follows:

| Number of Attendees | Number of Officers Required Events with Alcohol | Number of Officers Required Events without Alcohol |
|---|---|---|
| 0 – 100 | 2 | 0 |
| 101 – 300 | 2 | 2 |
| 301 – 450 | 2 | 2 |
| 451 and greater | TBD | TBD |

If Fairplex Management, in its sole discretion, determines that additional supervision, security or equipment (i.e. portable restrooms) is needed for any event, the Lessee shall provide extra personnel or equipment, at which the expense shall be borne solely by the Lessee.
Date: _____ Initials: _____

**H. Move-In and Move-Out/Setup Days**

Lessee shall setup, decorate, and takedown during the hours specified in the signed contract. The Lessee will be expected to remove all materials prior to departure. Lessee will be responsible for additional rental fees for any time the space is used before or after the time frame contracted. This includes stock move-in/move-out in Arena.

Date: _____ Initials: _____

**I. Decorations**

The Lessee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. The use of tape (on floors or walls), tacks, nails or staples is prohibited. Duct tape is strictly prohibited on floors or walls. PRO-GAFF tape may be used to mark floor areas, if needed. Command strips on walls are prohibited. For the safety of your guests, balloon spray may not be dispensed inside venue, as it results in a slippery floor. Lessee will be responsible for any damage caused, and a forfeit in deposit refund may occur.

Furniture, planters and mirrors are NOT to be moved by Lessee. Requests for removal must be made 7 days in advance.

Skittles and chewing gum are not allowed in candy bars or in decorations. Glitter and metallic foil confetti are NOT allowed. Please note that an excessive cleaning fee may be deducted from deposit if decorations containing glitter or confetti are used.

Do not dispose of any decorations in sinks/drains. Keep ORI beads out of sinks. Lessee is responsible for drain clogs/backups and costs to repair. Only liquids (non-grease) are to be disposed of in sinks. Your caterer is responsible for the removal of all grease/charcoal from the property, immediately following the event.

Do not place any decorations in or on the outdoor planters. County property including planters, vending machines and furniture should never be moved by anyone other than Fairplex Staff, and should be done so only with prior approval from Management.

Do not dispose of any foreign substance on the property's landscape including the parking lot or grounds.

Posters, stickers and any signage used during event must be pre-approved by Management prior to display and must be removed prior to departure.

Date: _____ Initials: _____

**J. Pyrotechnics**

No pyro or cold spark devices are allowed inside buildings, and only pre-approved haze machines will be allowed. Excessive haze activating the fire alarm may result in loss of deposit.
Date: _____ Initials: _____

**K. Keys**

Facility keys will NOT be provided to Lessee without payment of Security. Keys to the rented space will be available for pick-up only during Fairplex Management/Rental Office hours of operation. **MANAGEMENT OFFICE IS NOT OPEN ON SATURDAY OR SUNDAY.**

Keys MUST be returned to the Management Office or placed in the outdoor key box located at the entrance of the Uvalde County Arena, no later than 4pm on the first work-day following the event. Lost or unreturned keys will result in a $150 deduction in deposit refund. Keys are NOT to be turned in to Fairplex Maintenance Staff at close of event. Renter is responsible for the safe return of the keys.
Date: _____ Initials: _____

**L. Cleaning**

1. **General:** Lessee is responsible for the immediate removal of decorations, linens, food/items from kitchen and personal property from rented space prior to departing the premises, at the contracted date/time. Please leave tables and chairs standing.

   The Fairplex is not responsible for any items left in the building after an event. Any maintenance issue should be reported to the Fairplex Management as soon as possible.

2. **Arena:** All areas used during event must be left the way they were found. Lessee is responsible for the immediate removal of decorations, signage, equipment and trash. A trash trailer is available on-site. Food/items and trash must be removed from concession and dining areas prior to departing the premises, at the contracted date/time. Trash left will result in loss of deposit.

   Any modification of chutes or panels inside of North or South arena must be put back as found. Failure to do so will result in loss of deposit.
   Date: _____ Initials: _____

**M. Inspections**

1. **General:** After the rental period, Fairplex Management will conduct a post-use inspection of the rented space and prepare a report that will note any breaches of contract and related deductions from the security deposit, if any. If none, management will refund the security deposit to Lessee as outlined in Section I. General Limitations, C. Deposits.

2. **Arena:** The facilities inspection will include north and south arenas, announcer box, meeting rooms, concession area, restrooms, and outside grounds. Damage found to chutes, panels, chairs, tables, equipment/appliances in concessions, etc. will result in loss of deposit. Uvalde County will pursue whatever actions necessary against negligence and excessive damage sustained to the Fairplex facility. Date: _____ Initials: _____

**N. Insurance Requirements**

Any event in which alcohol is **sold** shall provide liquor liability insurance coverage**.** No less than $1,000,000 liquor liability insurance policy required.

At the discretion of Fairplex Management, events may require proof of insurance as follows: User must maintain General Liability insurance coverage in the amount of $1,000,000 per occurrence. A copy of the insurance certificate must be provided to Fairplex Management at least fourteen (14) days prior to the scheduled event.
Date: _____ Initials: _____

## II. Policies and Procedures

### A. Alcohol

Events selling alcohol will be charged $500.00 as a commission to Uvalde County. Security will be required as outlined in Section I. General Limitations, F. Security. Serving of alcohol shall be discontinued 30 minutes prior to scheduled end of event.

### B. Automobiles

Motorized vehicles will not be allowed on the concrete floor of the arena area without written authorization prior to the event. Protective material must be used to cover the floor area at the display point. Motorized vehicles are not allowed in the Event Center.

Wheeled toys such as skateboards, bicycles, etc. are prohibited from all venues.

### C. Cooking On Grounds

Outdoor cooking on the premises must be pre-approved by Fairplex Management. When Kitchens are used, deposits may be forfeited due to damage, improper use of appliances and/or excessive cleaning required as a result of use. Food is NOT to be placed in ovens without use of proper pans to catch grease. Grills, fryers and open-flame cookers brought in by outside source are not allowed inside kitchens, and must remain outside of the building.

**D. Electrical/Haze Machines, Pyrotechnics & Cold Sparks**

Events with specific electrical needs (bands, DJ, vendors, bouncy house, water slide, etc.) must provide a request to Fairplex Management 30 days prior to the event. Only pre-approved haze machines allowed. No Pyro or Cold Sparks allowed inside venues.

**E. Exit Doors & Fire Code**

A 10' clearance on both sides of exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during events. All Fire Code discrepancy issues will be decided upon by Fairplex Management.

**F. First Aid**

Lessee may be required to provide, at the discretion of Fairplex Management, certified first aid personnel during the lease term. Lessee assumes total responsibility for the qualifications and actions of these first aid personnel. All incidents requiring first aid treatment shall be reported to Fairplex Management by the close of the event each day.

**G. Freight**

Freight delivered before an event must have permission from Fairplex Management. Any freight left after an event move out date or time will be charged a fee of $100 per day.

**H. Glass Containers**

No glass containers, such as bottled individual beverages, are allowed on grounds of Fairplex. Glass bottles such as wine, champagne, etc. are allowed during events.

**I. Internet Access**

The venues at Uvalde County Fairplex have Wi-Fi internet access. The Uvalde County Fairplex disclaims any responsibility for the content of the material accessed over the internet. During use of internet services at Uvalde County Fairplex, sending or receiving patently offensive material is strictly prohibited. Uvalde County Fairplex reserves the right to refuse service to anyone.

**J. Linens**

The Fairplex does not provide linens for any event.

**K. Services Provided**

A member of the Fairplex Maintenance Staff will be on duty during the entire event and will arrive one hour prior to the start time of the event. The staff member will be available to provide information and assist with lighting, temperature control and unforeseen mechanical issues. They will not be available to serve, decorate, provide supplies, or otherwise be involved in the event or the takedown and cleanup.

Tables and chairs will be provided, however, the Lessee is responsible for the setup and arrangement. Staging, located on the south wall of the Commissioners Auditorium, is included in rental fees. Stage relocation requests will result in a fee of $100 and must be requested 7 days prior to the event. A fee of $150 is required for the use of staging and stage setup in the Stardust Pavilion, and requires a 7-day notice. Fairplex staff will assemble staging prior to your event, per your direction.

**L. Smoking**

Smoking and vaping are prohibited in all facilities at the Uvalde County Fairplex, except in designated, outdoor areas where cigarette receptacles are located.

**M. RV Parking**

RV space is available on a limited, first-come basis. The rental fee is $40 per day, per RV.

**N. Non-Assignment**

Lessee may not transfer or assign this Agreement nor sublease the rented space nor allow use of the rented space other than as herein specified without the express written consent of Lessor.

**O. Compliance**

Fairplex Management reserves the right to deny the use or the continued use of its facilities to any person or organization not complying with Fairplex Policies and Procedures. Lessee shall control behavior of all attendees and bear full responsibility for their conduct, including financial responsibility for rectification of damages to the Fairplex or any other form of violation.

**P. Hold Harmless Agreement**

By signing this agreement the Lessee agrees that Uvalde County, its officials, its members, managers, and their respective assignees are not responsible for any injury, theft, damage, or losses to property, persons, or animals incurred during this event.

**Q. Civil Practice And Remedies Code**

“UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.”

**R. Indemnification of Uvalde County Fairplex**

Lessee bears full responsibility for his attendees; accordingly, Lessee shall indemnify Uvalde County, it employees, its officials, its members, managers and their respective assignees against any and all defense costs and fees or judgment liability arising from any claim or lawsuit brought by a third party arising out of the Lessee's rental of the premises.

**S. Limitation of Liability**

The maximum liability of Uvalde County under this contract shall be the return of the sums paid by Lessee.

**T. Amendments**

The terms specified herein constitute the entire agreement between the parties. The Uvalde County Fairplex shall be not be bound by any alleged promises, representations or agreements except as herein expressly set forth. Management shall not have any authority to amend this contract, except in writing.

**U. No Warranty**

Uvalde County does not warrant that the Fairplex is suitable for any particular purpose, nor warrant any condition on the premises. The Lessee agrees that he/she has had an opportunity to examine the premises; that the Fairplex is not responsible for any notification of any defects within the premises; and that he/she will accept the premises in an "as is" condition.

**V. Incorporation of Legal Documents**

The Uvalde County Fairplex reserves all rights under its governing documents and the law to enforce the terms of this Agreement. In addition, the Lessee shall bear full responsibility of all attorney fees and costs incurred by Uvalde County to enforce this contract. If Uvalde County must seek legal action to recover damages in excess of the security deposit, all sums due shall bear interest at the rate of 18%, per annum.

**W. Choice of Law/Venue**

The parties shall interpret and enforce this contract in accordance with the law of the State of Texas. Any claim or cause of action arising out of or connected with the Agreement shall be adjusted in either the U.S. District Court of the Western District of Texas or the District or County Court of Uvalde County, Texas.

**X. Civil Rights**

It is Fairplex policy that the use of the facilities should be consistent with the objectives of Title VI of the Civil Rights Act of 1964. Facilities shall not be made available to any organization that practices discrimination based on race, creed, color, sex, national origin, age or condition of handicap.

**Y. Right to Refuse Service**

Uvalde County Fairplex Management reserves the right to deny any event, activity or equipment in its sole and absolute discretion. Additionally, Uvalde County reserves the right, in its sole and absolute discretion, to deny any guest of the Lessee access to the Fairplex.

I, THE UNDERSIGNED, HAVE FULLY READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN. I ALSO ACKNOWLEDGE THAT I AM FULLY RESPONSIBLE FOR ANY DAMAGES OR COSTS INCURRED DURING THE PERIOD FOR WHICH I HAVE RESERVED USE OF FAIRPLEX FACILITIES, INCLUDING ANY CHARGES THAT EXCEED THE AMOUNT OF THE SECURITY DEPOSIT.

**RENTER (LESSEE):**

Name: _____

Title: _____

Signature: _____

Date: _____

**WILLIAM R. MITCHELL UVALDE COUNTY FAIRPLEX:**

Name: _____

Title: _____

Signature: _____

Date: _____