

Wharton County Youth Fair & Exposition

P.O. Box 167 • Glen Flora, Texas 77443

979-677-3350 • 979-677-3561(fax)

www.whartoncountyyouthfair.org • wcyf@whartoncountyyouthfair.org

This rental agreement is made between the Wharton County Youth Fair, (hereinafter referred to as WCYF) for the consideration and upon the terms and condition hereof. This agreement is hereby acknowledged through all signatures, dated _____ made between the Lessee and WCYF.

Lessee Name: _____ Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell: _____

Work Phone: _____ Email: _____

EVENT DATE: _____ **TIME:** _____

Other Times: Thursday Date/Time: _____ Friday Date/Time: _____

See Terms and Conditions for times.

Type of Event: _____ Number of people expected: _____

This agreement covers the rental of the arena, show barn and/or grounds, as well as additional services described below:

Please check all that apply

| | |
|---|---|
| JOHNSON ARENA | AMMANN SHOW BARN |
| \$500/Day | \$400/day |
| Holiday - \$700 | Holiday - \$500 |
| Concession Stands - \$100/day | STALLS/HOOK UPS |
| Tractor fee - \$100/day * | Water/Electricity Hook ups (30 amp) - \$25/day |
| Event Timers - \$25/day | Water/Electricity Hook ups (50 amp) - \$30/day |
| GROUNDS | |
| Areas available for rental. Call for pricing. | Stalls - \$15/day |
| | Spectator Liability Insurance - <i>pricing depends on event</i> |

*No one under 21 is allowed to operate any equipment

Lessee Signature: _____

WCYF Authorized Agent: _____

Deposit due with Contract: _____ **DATE:** _____

TERMS AND CONDITIONS OF WCYF FACILITIES RENTAL AGREEMENT

1. **RESERVATIONS:** Preliminary reservations may be made by phone up to one year in advance. Confirmed reservations will be made by the execution of this WCYF Rental Agreement. This Rental Agreement must be executed and the required deposit paid at least 60 days in advance of the event. If no deposit is received, WCYF has the right to cancel this agreement and rent the facility to another applicant. The balance of the rental must be paid one day prior to the event.
2. **DEPOSIT:** A \$200 damage/cleanup deposit per area rented is required to secure the date of the event to cover any damages incurred during the time of this contract. The deposit money will be returned to the Lessee after the event, as long as all rental agreements are followed.
3. **CANCELLATIONS:** A forfeit of the security deposit per area will occur when cancellation is not given at least 30 days prior to the event for each hall or area rented.
4. **RECURRING MONTHLY RENTALS:** In the event that this is a recurring monthly rental, any payment due to the WCYF under this agreement shall be paid on the day of the event.
5. **LIABILITY INSURANCE:** All lessees are required to provide a copy of liability insurance coverage (\$1,000,000.00). Wharton County Youth Fair and County Connection must be listed as additional insureds on the policy. If such is not available, the LESSOR can submit to their Insurance Company for coverage and the Lessee will pay for said coverage. **(JOHNSON ARENA & AMMANN BARN ONLY)**
6. **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.
7. **ARENA/CONCESSION CLEANUP:** It is the Lessee's responsibility to clean up ALL trash from around the arena and parking lot after the event. Dispose of grease properly in containers provided by the WCYF. And clean all counters dispose of trash and food.
8. **STALL CLEANUP:** It is the Lessee's responsibility to clean ALL stalls used during the rental of the arena and stall facilities. This includes any trash and/or shavings used in the Amman Barn, Johnson Arena and any stall or tie out areas.
9. **MEDICAL SUPPORT:** Lessee renting the arena for a Youth Rodeo Event shall employ an ambulance service and maintain an ambulance and staff at the fairgrounds during all events. Failure to provide this service will be grounds for the lessor to terminate this agreement immediately and cancel any events in progress and Lessee shall forfeit all sums paid.
10. **WCYF RENTAL RULES:** The lessee hereby acknowledges receipt and understanding of the current WCYF Booking and Rental Policy and Liability Release and Indemnity Agreement which are incorporated by reference in full, as is fully set forth herein this Agreement. Lessee agrees that he/she and his/her guests and invitees will be bound and abide by the aforementioned policy and agreement and accepts responsibility for the conduct of his/her guests and invitees according to these Rules contained therein. Lessee acknowledges that he/she has read and understands all the Rules, and that WCYF may at any time revise these Rules. Lessee agrees that any revision shall have the same force and effect as any current Booking and Rental Policy. WCYF will determine at its own discretion if Lessee or Lessee's guests or invitees have failed to abide by the Rules. Such failure may result in WCYF declaring the Lessee to be in default hereunder and result in the termination of this

Agreement and full surrender of damage/cleanup deposit. Lessee also acknowledges the acceptance of the Liability Release and Indemnity Agreement set forth as part of this agreement.

11. **LESSEE:** The Lessee shall be responsible for the payment of all taxes or other assessments that may be made against it in its operation. The Lessee shall see to it utilities are turned off at closing each night and the caretaker is notified that all personnel are leaving the grounds. The Lessee agrees to leave the facility clean and in condition found in prior to the lease.
12. **HOLD HARMLESS:** The Lessee, its officers, directors, employees and members, agree to hold WCYF harmless from all claims that may arise in the use of the Premises by the Lessee to the Extent caused by Lessee's Negligence whether it be from activities happening on or off the premises in connection with use hereof. If WCYF incurs any expenses or fees resulting for defense of any such claims, lessee agrees to reimburse WCYF for any such fees upon written notice of such charge.



LIABILITY RELEASE & INDEMNITY AGREEMENT

This liability release and indemnity agreement is entered into by and between the Wharton County Youth Fair & Exposition, their directors, owners, volunteers, agents, contract labor and employees (hereinafter referred to as WCYF) and the undersigned (LESSEE). Lessee acknowledges that he/she is renting one or more of the facilities within the grounds owned by Wharton County Youth Fair & Exposition. Because WCYF is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. **Lessee 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 WCYF Grounds, but is not limited to, the risk of BODILY INJURY, DEATH, and PROPERTY DAMAGE to persons or property.**

For and inconsideration of WCYF providing facilities for rental to the Lessee, the undersigned agrees to RELEASE and DISCHARGE the Wharton County Youth Fair & Exposition, including their directors, 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 WCYF, 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 undersigned also agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND WCYF, including their directors, volunteers, contract labor and employees, FROM ALL LOSSES, COSTS, DAMAGES, AND EXPENSES (INCLUDING COURT AND ATTORNEY'S FEES) THAT ARISE OUT OF OR ARE CONNECTED WITH BODILY INJURY, DEATH OR PROPERTY DAMAGE which arises out of or is connected with NEGLIGENCE and/or FAULT of WCYF, including their directors, volunteers, 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 undersigned, upon the signing of this document, states that he/she as sole representative or as a duly designated representative of an organization, has carefully read the foregoing Liability Release and Indemnity Agreement and thereby knows and understands the contents thereof and signs the agreement of his/her own free will and act. The terms and conditions of this Liability Release and indemnity Agreement are contractual and not a mere recital.

ACKNOWLEDGEMENT

I, the undersigned, by my signature below, do hereby acknowledge that I have read and accepted this Agreement, the **WCYF Facilities Agreement Rental and the WCYF Liability Release and Indemnity Agreement** and do hereby agree to this contractually binding agreement and do also agree to uphold all said rules and conditions of this agreement. My signature indicates my agreement to be fully responsible for the below that I have reviewed and understood and signed the **WCYF Facilities Agreement Rental and the WCYF Liability Release and Indemnity Agreement** for in addition to this contract.

LESSEE SIGNATURE must be person renting or a legal representative of the organization executing this agreement.

Print Name of Lessee

Date

Lessee Signature

Name of Organization

WCYF Authorized Agent

A copy of this form will be provided to the lessee and a copy is to be maintained in the office of the WCYF. This form must be completed by the lessee before any contracts are considered to be complete.

**DEPOSIT:
(DUE WITH CONTRACT)**

**TOTAL DUE:
(Due the Friday before the event)**



FACILITY INFORMATION SHEET

| Arena | Amman Barn | Johnson Arena |
|----------------------|---|---|
| Size | 84' X 61' Show Arena | 88' X 210' |
| Bleachers/PA | Yes/Yes | Yes/Yes |
| Concession | Yes (not included in arena lease price) | Yes (not included in arena lease price) |
| Seating | Approx. 300 | Approx. 1600 |
| Fans | Yes | Yes |
| Stalls/Pens/Tie outs | Yes/Yes/Yes | Yes |
| Hook Ups | Yes | Yes |
| Cost | \$400 \$500 Holiday | \$500/day \$700 Holiday |
| Deposit | \$200 | \$200 |

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CARETAKER: 979-533-9067

FACILITY CHECKLIST

By initialing in the Lessee column this states you have inspected the facility in this contract and everything has been left according to the **TERMS AND CONDITIONS OF WCYF FACILITIES RENTAL AGREEMENT**. If a problem is found in the Lessee's inspection, contact the caretaker at the above number to make him aware of the problems.

| ITEM | Lessee Initial | Fair Office/Caretaker Initial |
|--|----------------|-------------------------------|
| Trashed cleaned | | |
| Trash cleaned from Parking Lot | | |
| Announcer Stand (arena) | | |
| Decorations Removed | | |
| Fire Extinguishers intact \$100 Fee if not (arena & hall) | | |
| Kitchen | | |
| Restroom | | |
| Glass Bottles | | |
| Concession Clean Including grease out of fryers | | |

- Any of above items not completed will be subject to a reduction in deposit returned.
- Please give form to the caretaker at the end of the event.
- WCYF will inspect the facilities on Monday following the event

