Wharton County Youth Fair & Exposition – Facilities Lease Agreement

NON-PROFIT ORGANIZATION (Wharton County Organizations Only)

P.O. Box 167 • Glen Flora, Texas 77443
979-677-3350 • 979-677-3561(fax)
www.whartoncountyyouthfair.org • wcyf@whartoncountyyouthfair.org

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 hall and/or grounds and additional services described below:

Please check all that apply

☐ **Crescent Hall** $500 – Non-fundraising (banquets, meetings, etc.)	☐ Security - $50/ hour per officer (4 hr minimum) Security - $80/ hour on Holidays
☐ $750 Fundraising Event	☐ **Hours security needed:**
☐ **Crescent Community Center** $200 – Non-fundraising (banquets, meetings, etc.)	
☐ $300 Fundraising Event	
	**Holiday rates may vary*
☐ **Directors Room** $150 – Non-fundraising (banquets, meetings, etc.)	
☐ $225 Fundraising Event	☐ General Liability Insurance – *pricing depends on event*
	Personal & Adv Injury - $1 million; General Aggregate - $3 million
☐ **Mid-Way Pavilion** - $150	*WCYF must be named as an additional insured*

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 Signature: _____

WCYF Authorized Agent: _____

$200 DEPOSIT (per area rented) **(DUE WITH CONTRACT)** **$_____ Date_____**	**TOTAL DUE:** **(Due the day before the event)** **$_____**

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:** There will be a required $200 damage/cleanup deposit per area rented to secure the date of the event to cover any damages incurred during the time of this contract. The deposit will be returned to the Lessee after the event as long as all rental agreements were 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. **GENERAL LIABILITY INSURANCE:** All lessees are required to obtain Liability Insurance Coverage. The Lessor (WCYF) will submit to their Insurance Company for coverage and the Lessee will pay for said coverage. Rates depend on event.

5. **ALCOHOLIC BEVERAGES & EVENT SECURITY:** Lessee is allowed to serve alcoholic beverages. If serving alcohol, WCYF **REQUIRES** security for the event. **NO GLASS BOTTLES** are allowed on the WCYF properties at any time during this contract. WCYF will book uniformed licensed peace officers for the event at the Lessees' expense. The Lessee must pay for the security at the time the hall is paid for. Security payment will be paid in cash.

6. **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.

7. **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.

8. **TIMES:** The Lessee will be allowed in the hall to decorate from 8:30 a.m. – 10:00 p.m. on the day before the event. If the $100 extra has been paid to decorate early, the lessee will be allowed in the hall from 8:30 a.m. to 10:00 p.m. On the day of the event the hall will be opened at the time specified by the Lessee. **Lessee must have the rented facility cleaned up and everyone out by 1:00 a.m. ALL perimeter gates will be locked at 1:00 a.m.**

9. **HALL SET UP/BREAKDOWN: It is the Lessee's responsibility to set up and take down the tables and chairs**. No tables or chairs can be removed from any halls on the fairgrounds. **NO** staples, tacks, or other permanent reinforcements will be allowed on tables, chair, walls, stage, etc.

10. **HALL CLEAN UP**: It is the Lessee's responsibility to clean off all tables and pick up all trash off the floor and put in trash cans provided by WCYF. All trash cans and trash must be put in one area of the hall for the WCYF to remove from the hall after the event.

11. **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.

12. **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.

13. **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

To accompany Facility Rental 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.

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 and 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 as result of or 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 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.

FACILITY INFORMATION SHEET

Hall/Arena	Crescent Hall	Crescent Community Center	Director Room
Size	99'X175"	94'6" X 64'4"	50'X50'
Tables	109 - 8' Rectangle	32 – 8' Rectangle	17 – 8' Rectangle 8 – 4' Round
Chairs	810	250	144
Capacity	900 people	250 people	100 People
Kitchen	Yes	Yes	Yes/No
Heating/AC	Yes/Yes	Yes/Yes	Yes/Yes
Stage	Yes	Yes	No
Cost	$1000 $1500 Holiday	$400 $500 Holiday	$300 $400 Holiday
Deposit	$200	$200	$200
	Weddings, Dances, Banquets, Birthday Parties	Wedding, Reunion, Dances, Birthday Parties, Banquets	Reunion, Showers, Birthday Parties NO DANCING

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CARETAKER: 979-533-9067