

HOWARD COUNTY FAIR ASSOCIATION

FAIR BARN RENTAL AND FACILITY USE AGREEMENT

This Agreement has been adopted by the Howard County Fair Association to regulate the use of the Howard County Fair Barn located at 2900 Old State Hwy 80, Big Spring, Texas effective April 10, 2017.

1. Persons using the Fair Barn ("Renter" herein) shall not acquire any property interest in the Barn. It is understood that any Renter's use of the Fair Barn shall be subject to immediate forfeiture in the event of a violation of this Agreement.
2. In the event the Renter is given written permission from Howard County Fair Association ("HCFA" herein) to sell Alcohol: The alcohol may only be sold or consumed in strict compliance with the Alcoholic Beverage Code and the regulations of the Texas Alcoholic Beverage Commission. A copy of the required permit, issued by TABC, is to be provided to the Fair Barn Coordinator prior to the event and at the time of final payment of the rental fees for any event in which alcohol is to be served. The HCFA reserves the right to inspect the Fair Barn during any function to insure that alcohol is being consumed only in compliance with the Agreement, and any statutes and regulations.
3. The serving of beverages in glass containers is prohibited.
 - a) If alcohol is to be consumed, sold or served at the event, whether BYOB or through sales or delivery under a TABC permit, the Renter is responsible for strict compliance with the Alcoholic Beverage Code and the regulations of the Texas Alcoholic Beverage Commission. A copy of the TABC permit, if alcohol is sold or delivered (not BYOB), must be provided to the Fair Barn Coordinator prior to the event at the time of final payment of the rental fees.
 - b) The Howard County Fair Association reserves the right to inspect the Center during any function to ensure that alcohol is being consumed only in compliance with this Agreement, and any statutes and regulations.
4. Nothing may be nailed, glued or otherwise attached to the building without the prior written consent of the Fair Barn Coordinator. In the event consent is given to attach any items to any part of the building, all objects along with the material used to attach it must be removed from the barn- **\$200** will be deducted from the rental deposit.

5. If the building is cleaned by the lessee, it will be inspected before any deposit is returned. Cleaning includes sweeping with floor sweep and mopping to remove anything spilled on the floor. Failure to appear at the scheduled time for inspection will result in a **\$50** charge.
6. Renter must furnish their own paper towels and toilet tissue.
7. There will be a **\$100** charge for any missing lock.
8. The Renter is responsible for locking all doors and gates. A fee of **\$100** will be withheld from the deposit for each time a door or gate is left unlocked while the premises are unattended.
9. The Renter is required to turn off all heat, air and lights when leaving the Fair Barn. There will be a **\$200** charge if lights, heat, or air are left on while no one is in the building.
10. By Executing this agreement, the Renter agrees of behalf of him/herself and any listed entity, to indemnify and hold harmless the Howard County Fair Association from any and all liability, civil, administrative or otherwise, whether through tort, contract or any other form of claim which may result from or be related to the use of the Fair Barn by Renter. In the event suit is filed as a result of Renter's activities, Renter agrees to provide, at Renter's sole expense, a defense to such suit through legal counsel acceptable to the HCFA.
11. Deposits, Rental Fees, and Security
 - a) All deposit fees shall be paid at the time the Fair Barn is reserved. Deposits ensure payment for cleaning or repairs of damages caused by negligence, carelessness, accident, or abuse of the premises, equipment, the fair grounds, and/or parking lot which may result from the use of the Fair Barn by the Renter or any person allowed into the facility by Renter whether through Renter's action or inaction. In the event repairs and/or cleaning costs exceed the amount of the deposit, Renter shall be responsible for the payment of any excess. The amount of the deposit shall be **\$750**.
 - b) Rental fees are due seven days prior to the scheduled event. A copy of the permit, including but not limited to, food service, dance, or alcohol, must be submitted to the Fair Barn Coordinator upon final payment of rental fees. Rental fee on the Barn is **\$1,000** per day. The Barn may be rented for event setup the day before with an additional **\$500** charge. This early setup means the keys being given after 5 pm that day. If you require them sooner than 5 pm, you will need to pay for the entire day (\$1,000)

For kitchen rental, a **\$250** usage fee per day with an additional **\$250** deposit fee is required. Additional fees may apply at Manager's discretion.

For ticket booth rental, a \$100 usage fee per day with an additional \$100 deposit fee is required. Additional fees may apply at Manager's discretion.

Rental fee for use of the outside of the Fair Grounds is an additional \$200 per day. This is limited to the parking lot behind the facility (All other property is not under ownership of the Howard County Fair Association).

- c) Security. The individual, organization or group hosting an event for which the services of police, guards, or watchmen are required or desired; whether incidental to permit requirements, to handle a large crowd (50 or more), or for the protection of equipment; is responsible for procurement and compensation of individuals providing such services. The services of licensed law enforcement officers or licensed private security officers at scheduled events is **required** when alcohol is served.
 - d) Capacity. The capacity of this venue is 1,200 occupants. Your event shall not exceed **1,200** people.
 - e) Cancellation policy. If the event is cancelled, \$100 of the deposit will be retained by the Fair Association. No refund will be given if cancelled within **30 days** of the scheduled event.
12. Indemnification. Lessee shall indemnify, defend and save harmless Lessor, its officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Facility. This indemnity shall survive the termination of this Agreement. Lessee hereby releases Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee covered by any insurance then in force.

Executed this _____ day of _____, 20_____.

I HAVE CAREFULLY READ AND UNDERSTOOD THE FOREGOING PARAGRAPHS. I HEREBY ACCEPT THE CONDITIONS OF THIS AGREEMENT ACCORDING TO ITS TERMS.

Signature of Renter _____

Date _____

Name of Renter _____

Company/Organization _____

Address _____

City, State, ZIP _____

Phone Number _____

E-Mail Address _____

Date of Fair Barn Rental _____

Fair Barn Coordinator _____