

THE STATE OF TEXAS }  
COUNTY OF TOM GREEN }

LEASE AGREEMENT  
\_\_\_\_\_  
SAN ANGELO FAIRGROUNDS  
\_\_\_\_\_

This agreement, made and entered into this 22<sup>nd</sup> day of December, 2015, by and between the San Angelo Stock Show and Rodeo Association, hereinafter called Lessor, acting by and through the San Angelo Stock Show and Rodeo Association board and association management, and

Tom Green County hereinafter called Lessee, Witness to:

1. That, upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, Lessor does hereby grant unto Lessee the right to use and occupy the following described space and premise located on the San Angelo Fairgrounds, to wit:

WELLS FARGO PAVILION

to be used for the purpose of an Employee Appreciation Luncheon but for no other purpose without the written consent of Lessor for a term commencing at 8:00 A.M. on Friday, the 1<sup>st</sup> day of April, 2016, hereinafter called the "Leasing Date", and terminating at 3:00 P.M. on Friday, the 1<sup>st</sup> day of April, 2016.

2. Lessee hereby covenant and agrees to pay to Lessor, at its office in San Angelo, Tom Green County, Texas, for the use of said space and premise the sum of \$500.00 (See item t. for ADDITIONAL CHARGES & SPECIAL CONDITIONS). Lessee agrees that all amounts are due and payable in San Angelo, Tom Green County, Texas.

3. This agreement is made and entered into upon the following express covenants and conditions:

a. Lessee agrees to deposit with Lessor as a security deposit for the above space and premise the sum of \$0 that shall be applied to the rental of the

space and premise. Security deposit will be refunded if event is canceled by Lessee prior to 90 days of event. The balance of all charges will be due no later than 30 days after the rental period.

b. Lessee shall not assign this agreement or sublet this space or premise.

c. Lessee shall not, by any means or method, publish or publicize this event prior to complete execution of this contract. Should Lessee fail to comply, Lessor may cancel date and will not be held liable.

d. Lessor has the right to refuse further lease dates with Lessee or associates or representatives. Lessee cannot file any lien or injunction against the San Angelo Stock Show and Rodeo Association, its staff or governing body.

e. Omit

f. Lessor shall furnish, at Lessor's expense, janitorial service deemed necessary by management of the San Angelo Stock Show and Rodeo Association.

g. Lessee utilizing space and premise via series of regular events may have any and/or all future contracted events canceled by Lessor should Lessee cancel any one scheduled event. Cancellation will be at the discretion of San Angelo Stock Show and Rodeo Association management.

h. Unless otherwise specified in writing, San Angelo Stock Show and Rodeo Association management shall be privileged to schedule other similar events both before and after the dates of this contract without notice to Lessee.

i. Lessor reserves the right at all times to eject any person or persons from the space and premise that in its judgement it deems objectionable. San Angelo Stock Show and Rodeo Association management shall have sole authority regarding the sound level of any music or any amplified sound at all events. Lessee shall be instructed if association management deems sound to be such that it interferes with other activity elsewhere in or near the space and premise. Should Lessee fail or refuse to comply or cause any person or persons handling the sound to fail or refuse to comply with the association's management instruction to reduce the loudness to a level suitable to management, the event will be shut down and all present will be required to vacate the space and premise. Space and premise includes all grounds, parking or adjacent areas under the control of the San Angelo Stock Show and Rodeo Association. Lessee will forfeit all rents and deposits and shall be

held liable for any damages resulting from the shut down. In the event of the exercise of this authority, Lessee hereby waives any and all claims for damages against the San Angelo Stock Show and Rodeo Association, its board and staff on account thereof.

j. In case the space or premise identified in this agreement shall be destroyed or damaged by fire or other cause, or if any other casualty or unforeseen occurrence or other causes shall render the fulfillment of this agreement by Lessor impossible, then the term of this agreement shall end, and Lessee shall be liable to pay lease only up to the time of such termination, and Lessee hereby waives and releases any claim for damages or compensation on account of such termination.

k. Lessor reserves the right after the termination of the time for which the space and premise are rented to remove from the space and premise all effects remaining therein. Lessor shall not be liable in any way to Lessee on account of so removing said effects.

l. LESSEE AGREES TO RELEASE AND HOLD LESSOR FREE AND HARMLESS FROM ALL CLAIMS AND LIABILITY FOR DAMAGES TO ANY PERSON OR PERSONS FOR INJURIES TO ANY PERSON OR PROPERTY OCCASIONED BY OR IN CONNECTION WITH THE USE OF THE SPACE OR PREMISE CAUSED BY ANY SOURCE WHATSOEVER. Lessee hereby assumes full responsibility for the character, acts or conduct of all persons admitted to the space or premise or to any portion of the space or premise by Lessee, its agents, staff or other representatives. Lessee agrees, at its expense, to have on hand at all times sufficient uniformed security and other personnel needed to maintain order and protect the persons and property on the space and premise. The sufficiency and type of uniformed security present shall be subject to the approval of San Angelo Stock Show and Rodeo Association management.

m. Neither the halls nor ramps of said space or premise, nor the sidewalks, entrances or lobby thereof shall be obstructed by Lessee, nor shall they be used for any other purpose than ingress or egress, Lessee shall not permit any chairs or movable seats to be or remain in the passageways, and such passageways shall be kept clear at all times. Lessee and all attendees to the event shall be restricted to only the area leased. Children, regardless of age; A. Shall be contained in the leased area; B. Shall not be unruly and rowdy so as to create a disturbance; C. Shall not climb on chairs, or any

structures; D. Shall not run in the hallways or foyers; E. Shall not disturb any plant or decorative item; F. Shall not disturb any other event in any other space or premise. Should Lessee fail or refuse to comply with any item, the event shall be shut down and all persons required to vacate the space or premise.

n. Lessee shall not bring or permit anyone to bring into said space or premise or keep therein anything which will increase the fire hazard or the rate of insurance on the space or premise or any property therein. No decorations shall be put up without the consent of San Angelo Stock Show and Rodeo Association management. Lessor reserves the right at any time to require Lessee to remove from the space or premise any furniture, fixtures, wiring, exhibits or other items placed therein without the consent of Lessor.

o. At least ten days prior to the commencement of the term of this agreement, Lessee shall provide Lessor with evidence of comprehensive public liability insurance in the amount of at least \$1,000,000.00 (CSL) combined single limit including personal injury and property damage. The certificate of insurance shall name the Lessor and the City of San Angelo as an additional insured.

p. Lessee shall not cause or permit any nails or other things to be driven into any portion of any building on the San Angelo Fairgrounds, nor shall any signs be affixed to the interior or exterior of any building on the San Angelo Fairgrounds without prior approval of association management. No changes, alterations, repairs, painting or staining of any part of any building or the furnishings or equipment thereof shall be permitted, nor shall anything done which will damage or change the finish or appearance of any building or the furnishings thereof. Lessee shall pay the cost of repairing all damage which is done on any building, fixtures, furniture or furnishings thereof by Lessee, its agents, servants, staff or anyone present on the space or premise upon the invitation of Lessee including the patrons of the event or function taking place therein. It is expressly agreed that the San Angelo Stock Show and Rodeo Association management shall determine whether any such damage has been done, the amount thereof and the responsibility of Lessee.

q. Lessee shall comply with all laws of the United States and the State of Texas, all ordinances of the City of San Angelo and all rules and requirements of the Police and Fire Departments or other municipal authorities of the City of San Angelo. Lessee shall also comply with all laws

and requirements of the Texas Alcoholic Beverage Commission when applicable. Any person, group or organization requesting a lease date that refuses to comply with said laws and requirements will be denied use of any portion of the San Angelo Fairgrounds.

r. Lessee shall not admit to any space or premise of the San Angelo Fairgrounds a larger number of persons than the capacity thereof as determined by the applicable governing agency.

s. At all times the laws of Texas will govern this contract and the Courts of Tom Green County will have sole jurisdiction in all matters relating to this contract.

t. **ADDITIONAL CHARGES & SPECIAL CONDITIONS**

Lessee will provide all labor necessary to setup and breakdown all tables and chairs used in this event

Lessee may have access to the Wells Fargo Pavilion on March 31, 2016 for the purpose of setting up the tables and chairs needed for this event

Lessor will provide a stage for this event

Lessor will provide a public address system for this event

Lessor will provide all tables and chairs needed for this event

The kitchen in the Wells Fargo Pavilion may be used for food warming, food refrigeration and food distribution but not for food cooking

WITNESS OUR HANDS IN DUPLICATE ORIGINALS THIS 22<sup>nd</sup> DAY OF December, 2015.

TOM GREEN COUNTY, TEXAS

By Normit Kendall  
Representative, San Angelo Stock Show and Rodeo Association

By Shirley Tom Green County Judge  
Lessee