

Atascosa County Livestock Show

PO Box 711
Pleasanton, Texas 78064
830-569-3747 or 210-215-4367

THE STATE OF TEXAS
COUNTY OF ATASCOSA:

USER AGREEMENT

The user agreement made this _____ day of _____, _____, in Atascosa County, Texas by and between _____ of _____, Texas, hereinafter called Lessee and Atascosa County Livestock Show Inc., PO Box 711, Pleasanton, Atascosa County, Texas 78064, hereinafter called Lessor.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain real property, hereinafter called the Leased Premises, situated in Atascosa County, Texas, and described as follows:

***Atascosa County Livestock Show Inc., facilities situated at:
318 Show Barn Road, Pleasanton, Texas 78064***

The term of this use shall be for a period of _____ day(s) and _____ night(s), hereinafter called the leased term, commencing on the _____ day of _____, _____ and ending on the _____ day of _____, _____.

Lessee, by this agreement, leases from the Lessor, the following designated facilities for the above stated term:

_____ ***Show Barn, Show Rina and Swine area, Serving Area, and Cooler Use***

_____ ***Steer Barn***

Lessee shall donate to Lessor for the use of those facilities designated above, the total amount shown on Exhibit "A", including but not limited to use fees, cleanup/damage deposit.

All use fees shall be paid in advance and shall be non-refundable except when notification of Lessee's intent to cancel this agreement is by Lessee at least TEN (10) days prior to the contracted day(s) or night(s) of use by Lessee.

Lessee specifically agrees to abide by and adhere to the rules governing the use of the Atascosa County Livestock Show Facilities in effect at the time of use. Current rules are attached to this lease agreement as Exhibit "B".

LIABILITY INSURANCE: Lessee, at its own expense, shall provide and maintain in force during the term of this lease liability insurance in the amount of \$1,000,000, covering Lessor, for any liability damage or personal injury arising as a results of Lessee occupation or Lessor's ownership of the leased premises. This insurance is to be carried to transact business in Texas and approved by Lessor and a copy of said document provided to Lessor naming ACLS as an Additional Insured.

HOLD-HARMLESS CAUSE: Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, cost and expenses, including reasonable attorney's fees for defense of such claims and demands, arising from the conduct or management of Lessee's business on leased premises or its use of the leased premises or from any breach on the part of Lessee's on any condition of this lease, or from act of negligence of Lessee, its agents, contractors, employee, subtenants concessionaires, or licensees in or about the lease premises. In case of any action or proceedings by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

NO SUB-LEASING CLAUSE: Lessee agrees not to sub-lease said premises.

Exhibit "A"

Lessee agrees to donate the following fees as use and expenses as per agreement.

Private Function Rates:

Facilities Used or Expenses:

_____ Cleanup Deposit: Key, Damage Deposit Due to Reserve Date for each area	\$500.00
_____ Show Barn, Show Ring and Swine pen area, Serving area and Cooler Use	\$750.00
_____ Steer Barn	\$500.00
_____ Additional Days @ \$50.00 per day. (Exhibit B, Item 3)	_____
_____ Insurance – General Liability & Liquor Liability Policy - Insurance Rate depend on Occupancy Rate at Event	\$120 Minimum
_____ Total amount due to use Facilities	\$ _____

**DEPOSIT: BASED ON THE CONDITION THE FACILITY IS LEFT IN, EITHER
ALL, PART OR NONE OF THE DEPOSIT WILL BE REFUNDED.**

EXHIBIT "B"

Rules for The Atascosa County Livestock Show Association Facilities

It is the responsibility of Lessee to read and understand all item listed in this contract.

1. The use of glass for sodas or other beverages (except for liquor bottles brought in) is prohibited.
2. If contract and deposit are not received within 15 days of intended use the date will not be held.
3. Key to facility will not be released until rent has been paid and will only be released at 8:00 a.m. the day before the function. Any usage before this time will be assessed a \$50 per day or part of day fee.
4. **Keys must be returned within 24 hours after function to Facility Manager or there will be a \$25 per day charge.**
5. All functions will end at 12:00 pm.
6. Nothing shall be attached to the wall, ceiling, ceiling fans, signs, doors or any interior surface. Staples, nails, screws or any other means will not be allowed to attach decorations to any surface. Signs are not to be covered or altered in any way. All decorations will be free standing.
7. **Alcoholic beverages may be served only if insurance provisions have been met. It will be the responsibility of the Lessee to provide Liquor liability insurance if alcoholic beverages are served. The Lessee shall ensure that all TABC pertinent laws relative to the use of alcoholic beverages are complied with. A copy of ALL Permits and Certificates of Insurance MUST be given to ACLS Facility Manager before keys can be issued to premises.**
8. The Lessee shall be responsible for all damages and repairs. A cash deposit shall be required from all lessees & refund shall be contingent on lack of damages and appropriate clean up as approved by the Facility Manager.
9. The lessee shall be responsible for cleaning the facility after use. Clean up shall include all areas utilized, including hall, show arena, livestock barns, restrooms, kitchen, parking area and American Legion and steer barn when applicable. Hall, kitchen, and restrooms must be mopped. Mopping must meet Facility Managers approval or \$150 will be withheld from the deposit for cleaning. Tables and chairs must be cleaned and returned to the appropriate rack. Trash barrels shall be emptied after trash is picked up from grounds and hall. Barrels shall not be left full of trash.
10. Security at any function held on the premises shall be the responsibility of the Lessee. Any function where alcohol is to be served shall have security on the premises. Any breach of the peace occurring at any function held on the premises shall be reported immediately to the proper law enforcement authorities, and if personal injury occurs to anyone, the Atascosa County Livestock Show, Inc. shall also be notified.
11. All Atascosa County Livestock Show, Inc. property and fixtures shall remain on the premises, and shall not be altered without the approval of the Facility Manager.

Signatures

Lessee Signature _____

Print Name _____

Lessee Address _____

Lessee Phone No. _____

Facility Manager Signature _____

NOTICE:

Nothing shall be attached to the wall, ceiling, ceiling fans, signs, doors or any interior surface. Staples, nails, screws or any other means will not be allowed to attach decorations to any surface. Signs are not to be covered or altered in any way. All decorations will be free standing.

Atascosa County Livestock Show, Inc.
P.O. Box 711
Pleasanton, TX 78064
Serving 4-H and FFA Members in Atascosa County

EXHIBIT "C"

TO WHOM IT MAY CONCERN:

The Atascosa County Livestock Show Inc. Feels fortunate to have the facility that we have and take pride in being able to offer said facility to individuals /organizations for their use. Sadly, those individuals/organizations in the past have abused the facility and forced us to take drastic measures to ensure that the facility remains in a usable and functional condition.

Below is item 6 from the contract that is being signed to lease the facility. In no instance will the Facility Manager give any individual/organization permission to deviate from "free standing decorations" only.

EXHIBIT B, ITEM 6

- 6. Nothing shall be attached to the wall, ceiling, ceiling fans, signs, door or any interior surface.**
- Staples, nails, screws or any other means will not be allowed to attach decorations to any surface.**
- Signs are not to be covered or altered in any way. All decorations will be free standing.**

We are sorry to have to take this approach but constant abuse of the faculty leaves us no alternative. **In the event that the above is violated a monetary fee will be assessed for damages incurred at the Facility Managers discretion.**

SIGNATURE LESSEE _____

SIGNATURE FACILITY MANAGER _____