



**GEORGE H. HENDERSON, JR. EXPOSITION CENTER
RENTAL AGREEMENT**

Event Date:

Name of Tenant/Organization:

Contact Person representing Organization:

Mailing Address:

Telephone Number:

Email Address:

Is this a Non-Profit Organization: Circle YES NO

This Rental Agreement is made and entered into on the date shown below between Angelina County, Texas, as the owner and operator of the George H. Henderson, Jr. Exposition Center, hereinafter referred to as OWNER, and _____ hereinafter referred to as TENANT.

1. PREMISES: Owner owns and operates the Angelina County / George H. Henderson Jr. Exposition Center in Angelina County, Texas ("Exposition Center"), located on a tract of land on North Loop 287, in Lufkin, Texas. Owner hereby agrees to rent to Tenant and Tenant hereby agrees to rent from Owner all or a portion of the tract and improvements thereon, said portion referred to herein as "premises" and briefly described as follows:

- _____ The Exposition Center. This includes the main building (excluding the Special Events Room), the covered pavilion and all four barns located adjacent to the Exposition Center if stalls and rv are rented during event.
- _____ The Special Events Room.
- _____ The Covered Pavilion and Riding Arena.
- _____ Barn Number(s) _____.
- _____ Additional: _____.

2. Use of Premises: Tenant shall use and occupy the premises for the purpose of conducting or holding the following described event or activity: _____.
Tenant is prohibited from using the premises for any other purpose. Tenant shall not permit the premises or any part thereof to be used for (a) the conduct of any offensive, noisy, or dangerous activity that would increase the premiums for any type of insurance on the premises; (b) the creation or maintenance of a public nuisance; (c) anything which is against public regulations or rules of any public authority at any time applicable to the premises; or (d) any purpose which would obstruct, interfere with, or infringe on the rights of owners of adjoining property or occupants of other portions of the premises not covered by this Rental Agreement. Tenant, upon conclusion of the above described event or activity and prior to the end of the rental term as described below, shall remove all of Tenant's property and equipment from the premises and shall be responsible for trash pick-up and clean-up. The premises shall then be returned to Owner, at the end of the rental term, in a reasonably clean condition, as determined by Owner.

3. Rental Term: The rental term shall be for a period of _____ day(s). The rental term for the premises shall begin at _____ o'clock a.m./p.m. on the _____ day of _____ 20__ and shall end at _____ o'clock a.m./p.m. on the _____ day of _____ 20____. The following dates, during the rental term, are designated as move in or move out days: _____.

- 4. Rental Fees:** Tenant shall pay a rental fee to Owner, for the use and occupancy of the premises, as follows:
- a. The rental fee for the premises shall be \$_____, plus additional rent for ticket sales as described below.
 - b. The stated rental fee consists of the following daily rent charges:
_____ day(s) of daily use and rental fees at \$_____ per day; and
_____ day(s) of move-in & move-out rental fees at \$_____ per day.
 - c. The rental fee is based on the daily rental rates set forth in the Owner's Rental and Use Fee Schedule which is posted on the Owner's web page for the Exposition Center and which is incorporated herein by reference.
 - d. All events selling tickets will also pay

to Owner, as additional rent, one dollar and fifty cents (\$1.50) per ticket sold or comped for commercial events or seventy-five cents (\$0.75) per ticket sold for non-profit organization events.

- e. The rental fee does not include, and there are additional charges for, stall rentals, RV rental spaces, vendor spaces, event security, stall moving fees, shaving charges and concession buy-out charges. It also does not include replacement fees for unreturned or damaged equipment, including a \$400.00 replacement fee for an unreturned microphone and a \$25.00 replacement fee for an unreturned key. A complete list of additional charges is contained in the Owner's Rental and Use Fee Schedule which is described above.
- f. The rental fee (excluding ticket sales) is due and payable, in full, on or before the following date:
____The tenth day prior to the commencement date of the rental term; or
____The following specified date: _____.

Additional rent, based on ticket sales, is due and payable on or before the last date of the rental term.

5. CONCESSIONS: All food and beverage concessions, operated on the premises, will be under the supervision of Owner. Owner reserves the right at all times to itself operate concessions during the rental term, but unless otherwise specifically agreed herein shall have no duty or obligation to do so. Owner and Tenant hereby agree that concessions during the rental term and for the event shall be operated as follows:

- ____ Owner shall operate concessions;
- ____ Tenant shall operate concessions; or
- ____ Concessions are not requested by Tenant and shall not be offered during the rental term.

If Tenant requests to operate concessions during the rental term and Owner agrees to the request, Tenant will pay to Owner the additional sum of \$600.00 as a concession buy-out charge. This additional buy-out charge will be due and payable to Owner simultaneously with the rental fees payable under the terms of this agreement.

6. HOLDOVER RENTAL: It is agreed and understood that in the event Tenant does not vacate the premises by the end of the rental term, Tenant shall pay, as a holdover rental, the rental sum of \$500.00 per day, or any portion of any day, that Tenant continues to occupy the premises until Tenant has finally and completely vacated said premises. It is expressly agreed and understood that such holdover rental does not constitute a penalty or forfeiture, but rather is an attempt by the parties to estimate the anticipated additional cost Owner will incur to make administrative, management and operational changes and adjustments in plans for the use of the premises.

7. EXCLUSIVE USE OF PREMISES FOR RENTAL TERM: It is agreed and understood that the use of the designated premises by Tenant is only exclusive for the rental term agreed upon and Owner may incur obligations under rental agreements to other Tenants for dates immediately preceding or subsequent to said rental term. In the event Tenant does not rent all of the facilities on the property Owner may, at its sole discretion, rent those facilities not leased to Tenant to another tenant. It is agreed that Tenant shall be liable for any loss of rental income, loss of profits, expenses incurred, or inconvenience or harm to the relationship between Owner and any other party resulting from Tenant's failure to finally and completely vacate the premises.

8. NON-REFUNDABLE DEPOSIT: Tenant has this day deposited with Owner or has previously deposited with Owner the sum of \$____, receipt of which is hereby acknowledged by Owner, as security for the full and faithful performance by Tenant of the terms, conditions, and covenants of this Rental Agreement.

- a. All tenants shall be subjected to a booking fee and pay a non-refundable (up to \$500) rental deposit at the time of booking an event. The deposit will be applied towards the event balance. The balance of the rental fee must be paid in full at the completion of the event.

9. REFUND OF BOOKING DEPOSIT IN ADVANCE OF RENTAL TERM: If Tenant shall furnish to Owner written notice of its intention to terminate this Rental Agreement 120 days or more in advance of the beginning of the rental term, Owner agrees to terminate this Rental Agreement and to refund Tenant's one-half of deposit. If Tenant gives notice more than 60 days in advance but less than 120 days in advance of the beginning of the rental term, this Rental Agreement will be terminated without further obligation of either party. However, deposit can be applied to a future date if the event is rescheduled within one year, with approval of Owner. No refund of the booking deposit will be made except as set forth herein.

10. CLEAN UP FEE: \$____, (Fee waived if Tenant opts to perform clean up and rented space/all areas affected by event are returned to the condition in which it was received)

By checking box, Tenant wishes to perform Clean Up duties to have fees waived. Failure to do so will result in Clean up fee charged to Tenant (up to) the rate listed above at the close of show.

11. DAMAGE TO PREMISES: Tenant shall be responsible for all damage to the premises, which shall occur during the rental term (save and except for those damages caused by acts or omissions of Owner's agents or employees), whether caused by intentional act, negligence, fault, or any other cause (excluding natural disaster or act of God) and whether caused by Tenant, its invitees, guests, licensees, customers, patrons, suppliers or contractors.

12. EFFECT OF DEFAULT IN RENT, PAYMENT OF DAMAGES, OR OTHER PAYMENT: If tenant defaults in the payment of any rental fee due hereunder, such past due fee shall bear interest at the rate of 10% per annum from the date due until the date actually paid. All obligations or money due as a result of holding over, damages to the premises, or for any other reason arising hereunder shall likewise bear interest at the rate of 10% per annum from the date Tenant vacates the premises until the date actually paid.

13. LIABILITY AND INDEMNIFICATION: Tenant, at its expense, agrees to provide at all times during the term of this Agreement, during any use, occupancy, or possession of the premises prior to the commencement of the term of this Agreement and during any unauthorized holdover after the term of this Agreement, public liability and property damage insurance issued by

a company approved by Owner, providing for limitations of not less than \$1,000,000.00 for injury or death to any one person, and not less than \$1,000,000.00 for injury or death occurring to more than one person as a result of an accident, and not less than \$1,000,000.00 for property damage, naming Owner as insured. Such insurance policy shall be in the form commonly known as "Comprehensive General Liability" or "Owner-Landlord and Tenant."

TENANT AGREES TO INDEMNIFY, DEFEND, AND HOLD OWNER HARMLESS FROM ANY INJURY, DEATH OR PROPERTY DAMAGE (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE PREMISES. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (a) IS INDEPENDENT OF TENANT'S INSURANCE REQUIREMENTS, (b) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (c) WILL SURVIVE THE END OF THE TERM OF THE RENTAL AGREEMENT, AND (d) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF OWNER BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER.**

Tenant further covenants and agrees, at its expense, to take out and maintain at all times all necessary workers' compensation insurance covering all persons employed by Tenant in and about the premises. During the course of any alteration or construction work undertaken by a contractor selected by or for Tenant, such contractor shall carry public liability insurance in limits of not less than the amounts herein specified. Tenant may at its option provide insurance coverage under a blanket insurance policy instead of a separate policy or policies, provided that the certificate or certificates issued under such blanket insurance policy, and the coverage afforded thereby, conforms in all respects to the requirements of this section.

14. SECURITY ARRANGEMENTS AND REQUIREMENTS:

a. Arrangements for the security of persons and property at the premises are required for any event or activity at which alcoholic beverages are allowed on the premises and available for consumption by members of the public attending the event or activity. This requirement applies both to events at which persons attending are allowed to purchase alcoholic beverages on the premises and to events at which persons attending are allowed to bring alcoholic beverages onto the premises (BYOB events). Owner may also require security arrangements for any other event or activity held on the premises, without regard to the availability of alcoholic beverages, if Owner determines, in Owner's sole discretion, that such arrangements are necessary to protect persons and property on the premises during the event. Exemptions from the security requirements set forth above may be granted for private activities at which members of the public will not attend, such as club functions, provided such Tenant shall provide Owner a full and accurate disclosure of activities for which the premises are to be used and alternative security arrangements shall have been made by Tenant satisfactory to Owner in its sole discretion.

b. Tenant agrees that the Owner, in its sole discretion, may establish policies with respect to arrangements for security at the premises. Tenant hereby further agrees to abide by said policies. Security arrangements and policies established by Owner may include the requirement that a specific number of uniformed, commissioned law enforcement officers be present at the premises. The number of security personnel required shall be at the sole discretion of Owner, and in accordance with the security policies established by Owner. **All expenses for security for the premises during the rental period shall be arranged with Angelina County Sheriff's Department and paid by Tenant.**

c. Owner and Tenant hereby agree to the following security arrangements during the rental term and for the event:

Security for the event is required by Owner;

Security for the event is not required by Owner

15. INSURANCE AND GUARANTY AGREEMENT: Owner may require Tenant, at Tenant's expense, to acquire and keep insurance coverage during the rental period as determined and specified by Owner, including but not limited to, insurance against loss by fire, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, product liability, professional or occupational malpractice, and any other hazard as determined by Owner in its sole discretion. If any such insurance is required by Owner, Tenant shall, prior to commencement of the rental term, provide to Owner an insurance certificate, verifying such insurance coverage, in a form satisfactory to Owner. Owner may further require, either alternatively or additionally, that Tenant provide one or more guaranty agreements executed by its participants, officers, or owners to ensure performance by Tenant of each provision of this Rental Agreement and to guarantee the satisfaction of any liability of Tenant arising hereunder.

16. ASSIGNMENT AND SUB-LETTING: Tenant shall not have the right to assign this Rental Agreement, or sublease any portion of the premises without Owner's written consent. Owner, in the event of a sale of the premises, shall have the right to assign this Rental Agreement to the purchaser of the premises.

17. MISCELLANEOUS:

(a) PARTIES BOUND: This Rental Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

(b) TEXAS LAW TO APPLY: This Rental Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Angelina County, Texas. Venue for any legal action arising out of this Rental Agreement or any of its terms shall be in the State Courts of Angelina County, Texas.

(c) LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Rental Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal, or unenforceable provision shall not affect any other provision, and this Rental Agreement shall be construed as if such invalid, illegal, or unenforceable provision had

never been contained herein.

(d) PRIOR AGREEMENTS SUPERSEDED: This Rental Agreement, and the attached documents, which are incorporated by reference, constitute the sole and only agreement of the parties hereto and supersede any prior understandings or written or oral agreements between the parties.

(e) AMENDMENT: No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

(f) JOINT AND SEVERAL LIABILITY: If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. If there be a guarantor of Tenant's obligations hereunder, the obligations hereunder imposed upon Tenant shall be the joint and several obligations of Tenant and such guarantor, and Owner need not first proceed against the Tenant hereunder before proceedings against such guarantor, nor shall any such guarantor be released from its guaranty for any reason whatsoever, including without limitation, in case of any amendments hereto, failure to give such guarantor any notices hereunder including notice of amendments to this Rental Agreement.

(g) RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies provided by this Rental Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

(h) ATTORNEY'S FEES: If either party retains an attorney to enforce this Rental Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

(i) LIMITATION OF WARRANTIES: THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS RENTAL AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS RENTAL AGREEMENT.

(j) NOTICES: Any notice required or permitted under this Rental Agreement must be in writing. Any notice required by this Rental Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Rental Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Notices under this Rental Agreement shall be delivered to the following address:

OWNER: Angelina County Exposition Center
Attn: Anita Scott, Director
P.O. Box 908
Lufkin, TX 75902

(k) ABANDONED PROPERTY: Owner may retain, destroy, or dispose of any property left on the premises at the end of the term of this Rental Agreement, which property shall be deemed abandoned property.

(l) STATE SALES TAX: Tenant will be responsible for calculating and paying Sales Tax that may be due if it is selling taxable item(s) during the term of this Rental Agreement.

(m) OTHER: _____

_____.

Signature Page Follows.

(n) Tenant acknowledges receipt of the Angelina County Exposition Center Policy & Procedure manual on this day.

Executed to be effective this the _____ day of _____ 20__.

OWNER:

Angelina County / George H. Henderson Jr. Exposition Center

Anita Scott

Exposition Center Director

TENANT'S SIGNATURE AND PRINTED NAME:

By _____
Its _____

Date Tenant signed agreement: _____

Guaranty Agreement (if Required by Owner):

GUARANTOR:

Guarantor hereby agrees to ensure the performance by Tenant of each provision of this Rental Agreement and to guarantee the payment and satisfaction of any fee, charge or debt due to Owner under the terms hereof or any liability of Tenant arising hereunder.

Guarantor: _____
Date: _____

CLOSING STATEMENT

TENANT NAME:

DATE OF EVENT:

DESCRIPTION	QTY	AMT		SUB TOTAL
MAIN ARENA				
NON-PROFIT		\$ 500.00		\$ -
COMMERCIAL USE		\$ 900.00		\$ -
YOUTH RODEO (FOR WKEND)		\$ 950.00		\$ -
SPECIAL EVENTS ROOM				
WEEK-END RATE-PER DAY (FRIDAY-SUNDAY)		\$ 700.00		\$ -
SPECIAL EVENTS ROOM- WEEKDAY SPECIAL (8-4)		\$ 350.00		\$ -
MOVE IN/MOVE OUT				
MAIN ARENA & BARNs		\$ 500.00		\$ -
SPECIAL EVENTS ROOM		\$ 250.00		\$ -
BARNs				
BARN 1		\$ 250.00		\$ -
BARN 2		\$ 250.00		\$ -
BARN 3		\$ 250.00		\$ -
BARN 4		\$ 250.00		\$ -
BARN 5		\$ 250.00		\$ -
STALL PANELS		\$ 5.00		\$ -
CONCESSION BUY-OUT		\$ 600.00		\$ -
CLEAN UP FEE- Tenant has option to perform their own clean up duties.				
1-250 ATTENDEES		\$ 250.00		\$ -
251-500 ATTENDEES		\$ 500.00		\$ -
501-1999 ATTENDEES		\$ 750.00		\$ -
2000 OR MORE ATTENDEES		\$ 1,000.00		\$ -
___ TENANT OPTS TO PREFORM ALL CLEAN UP DUTIES.				
PARKING FEES				
NON-PROFIT		\$ 0.75		\$ -
COMMERICAL USE		\$ 1.50		\$ -
ADMISSION FEES				
NON-PROFIT USE		\$ 0.75		\$ -
COMMERCIAL USE		\$ 1.50		\$ -
OTHER		\$ 100.00		\$ -
MISCELLANEOUS		\$ 100.00		\$ -
CREDIT CARD FEE- 5% added		\$ -		\$ -
			TOTAL	\$ -
TENANT'S SIGNATURE:				
DATE:				