

**PLEASE NOTE:**

**This contract is not valid and your date is not secured until the deposit has been paid to the Brazoria County Treasurer's Office. You have 48 hours (2 business days) to get your deposit paid or this contract will be null and void.**

\_\_\_\_\_Initial

**LEASE**

THE STATE OF TEXAS     §

COUNTY OF BRAZORIA   §

This is made this 13<sup>th</sup> day of April, 2021, at Angleton, Brazoria County, Texas, by and between BRAZORIA COUNTY, TEXAS hereinafter called ("*LESSOR or County*"), and \_\_\_\_\_ City of Angleton \_\_\_\_\_, hereinafter called ("*LESSEE*").

**DESCRIPTION OF PROPERTY**

\_\_\_\_\_ *Lessor* hereby leases to *Lessee*, and *Lessee* hereby leases from *Lessor*, that certain real property, hereinafter called ("*the leased premises*"), situated in *Brazoria County, Texas*, and described as follows: Brazoria County Fairgrounds

**AUDITORIUM RENTALS DO NOT INCLUDE THE FOLLOWING: BLEACHERS, SPOTLIGHT OR SOUND SYSTEM.**

**TERM**

\_\_\_\_\_ The term of this lease shall be for a period of \_\_\_\_\_ day(s), hereinafter called ("*the lease term*"), commencing at 3 AM/PM on the \_\_\_\_\_ day of \_\_\_\_\_ of 2021 and ending at \_\_\_\_\_ AM/PM on the \_\_\_\_\_ day of July 20 21 unless sooner terminated as provided herein. **There will be a \$25.00 per h our charge for each hour required for the set-up and clean up beyond rental period.**

**RENT**

\_\_\_\_\_ *Lessee* agrees to pay, and *Lessor* agrees to accept, as rent for the use of said premises the sum of \_\_\_\_\_ DOLLARS, to be paid **within 10 days of event.**

\_\_\_\_\_ *Lessee* may cancel this Lease during the period beginning with the execution of the Lease and ending 48 hours prior to the commencement of the Lease, upon cancellation during this period, *Lessee* will forfeit 50% of the Lease rental payment and be entitled to recover 50% of the lease rental payment. After the point in time of 48 hours prior to the commencement of the Lease, there is no right of cancellation and all rental payments(s) shall be due and payable to the *Lessor*.

### **USE OF PREMISES**

\_\_\_\_\_The premises to be leased are to be used for: Fireworks Presentation *Lessee* agrees to restrict their use to such purposes, and not to use, or permit the use of the premises for any other purpose without first obtaining the consent in writing of *Lessor*, or of *Lessor's* authorized agent.

### **NO WASTE, NUISANCE, OR UNLAWFUL USE**

\_\_\_\_\_ *Lessee* shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

### **CLEAN UP/DAMAGE DEPOSIT**

\_\_\_\_\_ *Lessee* has this date deposited with *Lessor* the additional sum of: No Charge DOLLARS, the receipt of which is hereby acknowledged by *Lessor* as security for the faithful performance by *Lessee* of the following mentioned terms and conditions to be performed and kept by *Lessee*. *Lessee* must clean the leased premises to a condition in which the *Lessee* found it, if not better. All trash barrels must be emptied into dumpster on the grounds near the service gate. It is the *Lessee's* responsibility to obtain additional dumpsters, if needed. *Lessee* must clean the parking area and restrooms as well. *Lessee* will be required to return table and/or chairs to the carts in the facility where borrowed from. Clean up/damage deposit will be forfeited if hay is taken into any of the cattle barns and a cleanup fee will be charged if there is hay left anywhere on the grounds. A fee will also be charged if animals are not cleaned up after on stabilized areas, i.e. waste, feed, etc. *Lessee* may not attach anything, by any method, to the walls, ceilings, windows, or doors. If items are attached by any method, to the walls, ceilings, windows, or doors, the cleanup/damage deposit will be forfeited. *Lessee* shall not connect lighting or light fixtures to the electrical system by any means other than an outlet. *Lessee* shall not use any form of pyrotechnics (fireworks) in the auditorium. Use of pyrotechnics will result in the loss of the cleanup/damage deposit and the cancellation of the event. Clean up must occur within the lease term to allow *Lessor* to inspect prior to next rental and *Lessor* may apply any portion of the cleanup/damage deposit, as may be reasonably necessary to clean up after *Lessee*. If damage to the leased premises is found during and after rental inspection performed by *Lessor's* representative. *Lessor* may apply any portion of the cleanup/damage deposit as may be reasonably necessary to make such repairs. **STAPLES SHALL NOT BE USED ON TABLES, FAILURE TO COMPLY WILL RESULT IN LOSS OF DEPOSIT.**

### **OTHER DEPOSIT DEDUCTIONS**

\_\_\_\_\_ If at any time during the term hereof *Lessee* shall be in default in the payment of rent or any portion thereof, or of any other sums expressly constituting rent, *Lessor* may appropriate and apply any portion of the cleanup/damage deposit as may be necessary to the payment of the overdue rent or other sums expressly constituting rent.

\_\_\_\_\_ Any remaining portion of the cleanup/damage deposit, after any lawful deductions as set out above, shall be returned to *Lessee*, at the address provided by *Lessee*, no later than two (2) weeks after termination of this lease.

## **INSURANCE, INDEMNITY, LIABILITY AND LOSS OR DAMAGE**

\_\_\_\_\_*Lessee* agrees to and shall secure sufficient liability insurance from a good and reputable company to cover event and further agrees to maintain this insurance during the entire term of this lease. The following coverage must be obtained: Minimum ONE MILLION (\$1,000,000) DOLLARS per occurrence and TWO MILLION (\$2,000,000) aggregate of Comprehensive General Liability Insurance (including Premises coverage) naming *Lessor* as an additional insured. A Certificate of Insurance evidencing such policy shall be furnished to *Lessor* within 48 hours of signing this Lease Agreement. Lease Agreement will be cancelled by *Lessor* if proof of said insurance is not provided within the 48-hour period. There will be no exceptions. Note: General Liability does not cover Liquor Liability.

\_\_\_\_\_*By* entering or taking possession of the leased premises for use, *Lessee* accepts the leased premises, equipment and/or accessories (i.e. tables, chairs, etc.) as suitable for the purposes for which the same are leased.

\_\_\_\_\_*Lessor* shall not be liable to *Lessee* or *Lessee's* agents, employees, guests, invitees, or to any person claiming by, through or under *Lessee* for any injury to person, loss or damage to the property or loss or damage to *Lessee's* business, occasioned by or through the acts or omissions of *Lessor* of its agents, contractors, servants, invitees, or licensees. Any non-governmental<sup>1</sup> *Lessee* shall indemnify *Lessor*, the County of Brazoria, and hold them harmless from all suits, actions, or any occurrence in, upon, at or from the leased premises, or the occupancy or use by *Lessee* of the leased premises or any part thereof, or which is occasioned wholly or in part by any action or omission of *Lessee*, its agents, contractors, employees, servants, invitees, or licensees. If the County of Brazoria, Texas shall without fault on their part, be made a party to any actions commenced by or against a *Lessee*, the *Lessee* shall protect and hold the County of Brazoria, Texas, harmless and shall pay all costs, expenses and reasonable attorney's fees. If the *Lessee* is a governmental entity, payment of any costs, expenses/reasonable attorney fees are due only if they are paid from current revenues of the governmental entity. All payments shall be permitted by and in compliance with Texas law.

## **SECURITY**

\_\_\_\_\_*Security* on the leased premises during the term of this Lease Agreement shall be the responsibility and expense of *Lessee* and shall be provided as follows: If alcoholic beverages are consumed, it is mandatory that two (2) officers be present during the event. One officer must be a county deputy. The contact for security is the Brazoria County Sheriff's Department at 979-864-2252.

## **ASSIGNMENT or SUBLEASE**

\_\_\_\_\_*Lessee* agrees not to assign or sublet all or any portion of leased premises without prior written consent from *Lessor*. Leased premises cannot be occupied by anyone prior to start of lease term without prior written consent from *Lessor*. If *Lessor* gives consent, additional charges to *Lessee* may be incurred.

<sup>1</sup>Governmental entity as defined by Texas Local Governmental Code, §271.151 and Governmental Code 2260.001.

### **DELIVERY OF POSSESSION**

\_\_\_\_\_ If *Lessor* shall be unable for any reason whatsoever to deliver possession of the leased premises on the commencement date of the term hereof, it shall not be liable to *Lessee* for any damage caused thereby, nor shall this lease thereby become void, nor shall the term hereof in any way be extended, but in such event, *Lessee* shall not be liable for any rent herein reserved until such a time as *Lessor* can and does deliver possession.

### **SURRENDER OF PREMISES**

\_\_\_\_\_ *Lessee* agrees to and shall, on expiration or sooner termination of the term hereof, promptly surrenders, and deliver the leased premises to *Lessor* in good condition, ordinary wear and tear accepted.

\_\_\_\_\_ *Lessee* shall, at *Lessee's* own cost and expense on expiration or sooner termination of the term hereof, remove all property belonging to *Lessee* or *Lessee's* agents, contractors, servants, invitees, licensees or employees. Any property not so removed shall be deemed to have been abandoned by *Lessee* and will be retained or disposed of by *Lessor*.

### **ALTERATIONS**

\_\_\_\_\_ *Lessee* shall not alter the leased premises without the prior written consent of *Lessor* to do so.

### **ADVERTISING**

\_\_\_\_\_ *Lessee* is expressly forbidden from making any statements, press releases, advertisements, or other actions that would in any way create the impression that the activities to be performed are sponsored by or are the activities of Brazoria County or Brazoria County Fat Stock and Fair Association, Inc. At the request of *Lessor* any such advertising shall include a statement to the effect that Brazoria County and the Brazoria County Fat Stock and Fair Association, Inc. do not sponsor such activity. *Lessor* reserves the right to review event advertisement prior to publication. If in *Lessor's* opinion, advertising is inappropriate for display on County property, or if it does not comply with the above stipulations, *Lessor* may request *Lessee* make proper revisions and *Lessee* shall make appropriate revisions.

### **MISCELLANEOUS PROVISIONS**

\_\_\_\_\_ This 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 Brazoria County, Texas.

\_\_\_\_\_ **NO SMOKING** is allowed inside the building.

\_\_\_\_\_ Unless otherwise provided herein, any notice, tender, or delivery to be given to either party shall be in person or in writing by First Class mail, postage prepaid and shall be deemed

received three (3) business days after mailing to the address listed below or upon personal delivery. All notices provided to be given should be at the address below.

### **Vehicle and RV Parking**

All motorized vehicles must be parked in parking lots designated for public parking; this includes those renting vendor spaces. Reasonable accommodations will be made when necessary.

RV parking must be made/obtained by arrangements with the Fair Association for parking in the designated RV parking location. RV parking is **not** allowed on carnival grounds nor in/under barn areas. *Exception is made for RV's used during the barbecue cook-off*

### **Clean up after use (Fair Association Only)**

By or before the last day of October in the year the Fair was held, the Fair Association must have the grounds returned to the same or better conditions as prior to beginning of Fair.

EXECUTED THIS THE \_\_\_\_\_ day of \_\_\_\_\_

**Lessor:** Brazoria County  
Attn: Larry Griffin  
111 E. Locust, Room 305  
Angleton, Texas 77515  
Phone: 979-313-6019  
Email: [larryg@brazoria-county.com](mailto:larryg@brazoria-county.com)

### **Lessee:**

_____ City of Angleton	_____
Printed name	Mobile phone number
_____ Street Address	_____ DL # (not necessary for entity)
_____ City, State, Zip	_____ Email address

I have read, understand, and agree to be bound by the terms and conditions of this contract.

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_