

BEE COUNTY EXPOSITION CENTER TERMS AND CONDITIONS FOR LEASING FACILITIES

- I. These rates and policies, terms and conditions presented to the lessee and signed for become a legal and binding part of the contract. A lease date is confirmed when the deposit is paid in full, deposited and the contract is signed. The rental fee must be paid thirty (30) days prior to the leased date. It **shall not** be management's responsibility to remind Lessee of the terms of this agreement: failure to comply shall result in the cancellation of the event. The rental fees and this contract are subject to change at any time that the Bee County Expo Center deems it is necessary.
 - A. The damage deposit is returnable after the event, provided these conditions are met:
 - 1. No damage to the facility. The cost of repairs and replacement will be deducted. Should the amount of damages and rental balance exceed the amount of the deposit, the Lessee is responsible for the balance.
 - 2. **Lessee** picks up and properly disposes of trash, paper goods and other material associated with the event. Large trash receptacles are located between the pavilion and the Expo Center, all trash needs to be disposed of properly in the receptacles with NO OVERFLOW. Large events with over 1000 attendees must contract for extra receptacles.
 - 3. **Lessee** shall be responsible for cleaning all facilities utilized including kitchen, bar, meeting room, backstage, stage, and restroom areas.
 - 4. Lessee returns the keys within 2 days after the event.
 - B. Only the Expo Center Administrator or designee has the authority to schedule events.
 - C. All checks, money orders, drafts, etc. shall be payable to the Bee County Expo Center of Bee County and be delivered to the administrator or designee at the Bee County Courthouse, 105 W. Corpus Christi, Room 109, Beeville, TX.
 - D. ***Cancellations must be made in writing ninety (90) days prior to the leased date, no exception. In the event that the cancellation policy is not followed all payments towards the event will be forfeited.***
 - E. The Bee County Expo Center regular office hours are Monday through Friday, from 8am to 5pm. The Expo office will be closed on all Bee County approved holidays.
 - F. All organizations may reserve facilities one year in advance.
- II. **Lessee's Responsibility:** Lessee hereby assumes **full** responsibility for the character, acts and conducts for all persons admitted to said premises. Lessee shall provide appropriate security officers at **Lessee's expense**, to maintain order and protect the persons and property. Security officers can be scheduled through the Bee County Sheriff Department.
- III. **Fire:** In case said premises or any part thereof shall be destroyed or damaged by fire or natural disaster shall render the fulfillment of this lease by Lessor impossible, then and thereupon this lease shall terminate, and Lessee shall pay rental for said premises only up to the time of such termination at the rates herein specified, and Lessee hereby waives any claim of damage or compensation should this lease be terminated.
- IV. **Law Observance:** The lessee agrees that every employee or agent connected with the purpose or which said building is rented shall abide by, conform to and comply with all the laws of the United States and the State of Texas and all the ordinances of the county and rules and regulations of the County for the government and management of said building, together with all rules and requirements of the police and fire departments of the County and will not do, nor suffer to be done, anything on the said premises, during the term of this lease, in violation of any such rule, laws or ordinances, and if the attention of said Lessee is called to such violation. Lessee will immediately desist from and correct such violation.

V. **Control of Building:** Said buildings shall remain under the control of the Lessee at all times and any matters not herein expressly provided for shall be at the discretion of the Lessor.

VI. **Assignments:** Lessee shall not assign this lease, nor suffer any uses of said premises other than herein specified, nor “sublet” the premises or any part thereof, without the prior written consent of the Bee County Exposition Center manager or designee.

VII. **Normal Facilities:** Lessor shall furnish normal facility, such as light, air conditioning, heat, water, gas and ordinary cleaning. Any special fixtures shall however, be provided and paid for by the Lessee under the supervision and with the approval of the Lessor.

HOUSE & GROUNDS RULES

Note: Failure to comply may result in deposit forfeiture, legal action and/or inability to reserve Facilities in the future.

- A. Lessee must provide management with official verification of a non-profit charter number or certificate to qualify for non-profit status with the Bee County Expo Center. Lessor's decision on verification shall be final.
- B. When beer and wine are being sold in the pavilion, auditorium, arena, or the general Grounds, management must have a copy of the retailers TABC picnic or special event permits. Concessionaires must provide management of the Expo Center with current copies of proper licensing from the Texas Department of Health and food handlers' certification for all workers.
- C. **Kegs and large ice chests will not be allowed in the auditorium, except in the kitchen area. Glass beer bottles will not be allowed anywhere on the grounds. Small coolers, approximately 12-pack size, are allowed under the tables or in the aisles.**
- D. **Minimum security requirements:** The number of Uniformed **TCLEOSE Certified** Law Enforcement Officers needed for each event is determined by the number of guests that will be attending and if alcohol is served. **Lessee** must provide officers at **Lessee's** expense. Fee for officers is to be paid to the officers **one week prior** to the event. Lessee shall first attempt to schedule security officers through the Bee County Sheriff Office; if the Bee County Sheriff's Office cannot provide the required security needs, **Lessee** shall locate and secure TCLEOSE Certified Law Enforcement Officers from any available resources. **Certified** EMS technicians, at **Lessee's** expense, must be on the premises for all large festivals (1000 or more people).

Rentals with alcohol

# of Participants	# of Officers
1-400	2
401-800	3
Over 800	4

Officers must be on duty before alcohol is served and for as long as activities are ongoing.

Rentals without alcohol

# Of Participants	# of Officers
1-200	0
201-400	1
400-800	2
Over 800	3

VIII. Auditorium \$850 full \$475 half (capacity 1,232)

- A. Tables and chairs shall not be taken out of the Auditorium. No one shall be allowed to stand or sit on tables, nor shall any heavy objects be placed upon them. Tables and chairs will not be dragged when moved.
- B. No tape shall be used on doors, ceilings, tables, and any inside or outside walls. There will be no animals allowed in the Auditorium.

IX. Multipurpose Arena I \$700 with maintenance/\$600 without maintenance

- A. A negative Coggins Test is required for all horses entering Bee County Expo Center grounds for any reason.
- B. All animal trailers must park in the designated area in the north parking lot. Vehicles must leave a double-wide passage between the stalls and the arena.
- C. Each lessee is responsible for his/her own lock on each horse stall during the time leased.
- D. Ambulance service is required on premises for all rough stock events.
- E. Lessee will be responsible for an extra roll-off trash container and/or portable restrooms if the anticipated attendance could be over 500.

X. Stalls \$150.00 increments of 10/ RV Hookups \$25

- A. Stall and RV hookups may be reserved prior to events by calling Expo office.
- B. Any Arena rental includes the use of **10 stalls free** of charge.

XI. Pavilion \$400 (capacity 933)

- A. Management must approve all decorations.
- B. Nothing shall be attached to tables or chairs.
- C. Lessee will be responsible for an extra roll-off trash container and/or portable restrooms if the anticipated attendance could be over 500.

XII. Use of facilities free of charge/discounted rate:

- A. All parties requesting the use of the facilities at no charge or reduced rates **must submit a waiver** requesting approval from the Commissioners' Court on a case-to-case basis. Lessee will be responsible for submitting a waiver request **per each event** in a timely manner.
- B. Use of the arena for practice involving livestock (etc. roping, cutting) will be charged \$40 an hour with a minimum of 4 hours, Monday –Friday between the hours of 8:00 AM- 5:00 PM. The arena will be used as is.
- C. Advance notice is required to avoid scheduling conflicts for paid events.
- D. **Lessee** must adhere to the rules 1, 2, and 3, detailed below:
 1. Contact the Expo Center management or designee in advance to schedule an event and for physical arrangements required. A regular Exposition lease agreement must be signed and on file.
 2. Appoint one person who will accept **TOTAL RESPONSIBILITY** for the facility during use - locking all doors and gates and seeing that all involved conserve as much electricity and water as possible.
 3. Failure to comply with these rules could result in being denied further use of the Exposition facilities free of charge.

Reservation/Scheduling – All scheduling shall be coordinated by the Bee County Exposition Center Administrator with the master schedule to prevent scheduling conflicts and to ensure initial agreement, understanding, and compliance.

**Expo Office # 361-362-3290
Bee County Expo Center
214 S. FM 351
Beeville, TX 78102**

E. Insurance requirements

1. General Liability- **all** festivals and rodeos with rough stock events, carnivals, and circuses must provide Lessor with a certificate of Liability Insurance listing Bee County as additional insured, with a minimum of \$1,000,000.00 coverage, 30 days prior to the lease date.
2. Liquor Liability- any licenses beer and wine retailer, including festivals, contracted to sell beer or wine in the pavilion, auditorium, or the general grounds must provide Lessor with a certificate of liability insurance listing Bee County as additional insured, with a minimum of \$1,000,000.00 coverage, 30 days prior to the leased date.

F. **Lessor Indemnity**- Lessee hereby releases from all damages and claims of every sort, whether to person or property, arising incident to the Lessee's use of the premises or arising during the Lessee's use of the premises and agrees to hold Bee County Exposition Center harmless from any damage sustained by Lessee or by any of its agents, employees or invites including its patrons, and to indemnify Bee County against and all claims for such loss, damage or injury.

G. **Lessee Indemnity**- Lessor shall hold harmless and indemnify Lessee from all claims arising in favor of any person or persons while on leased property, when caused by the willful acts or omissions, negligence or strict liability of Lessor, or latent defects in the Leases Premises unknown to Lessee.

H. All parking rules must be observed, and the speed limit of 15 miles per hour must be adhered to.

I. No consumption of alcoholic beverages allowed in any type of vehicle, regardless of being licensed to operate on public roadways.

J. Installation and removal of any property brought on premises, including decorations, or any event related equipment, whether rented or privately owned, must be removed by the Lessee or someone on his behalf, within set up/take down time. **Any property left over 72 hours becomes the property of Bee County.** In the event platforms, staging, rented equipment or other structures are erected and not removed within the required time frame, the lessee will be required to pay for removal.

K. The County assumes no responsibility whatsoever for any property placed in buildings and the County is hereby expressly released and discharged from any and all liability for any loss, injury or damages to persons or property that may be sustained by reason of the occupancy under the lease, and all watchmen or other protective services desired by Lessee must be arranged for by the Lessee.

L. ***No defacement of buildings- Lessee shall not install any wire, electrical appliance, plumbing fixtures or pipes, any nails or other things to be driven into any portion of the building, nor any signs to be affixed whether to the exterior or interior thereof, nor cause or permit any changes, alteration repairs, painting or staining of any part of the said premises or the furnishing of equipment thereof, nor permit anything to be done which will damage or change the appearance of the said premises.***

M. Lessee's representative- a representative of Lessee approved by the Bee County Expo Center Administrator or designee shall remain on the premises during the term hereof and until performers and the public has left the premises.

N. Manager or designee's office is not available for use or rent by Lessee.

O. **Bee County Commissioners' Court and/or Bee County Expo Administrator reserves the right to reject any offensive language or displays including the Confederate flag, or other offensive flags, banners, posters, signs, etc., that it feels are inappropriate or offensive and will not be permitted to be displayed at any part of the Expo grounds during any and all events.**

P. All rentals are 24hrs, beginning at 8:00 AM the day of the event through 8:00 AM the following day. Rental includes 8hrs of electrical usage with additional hours available at \$65.00 an hour.