

## Terms & Conditions for Rental of the Seguin Events Complex

1. Agreement. Subject to the approval of the City of Seguin (“Lessor”), Lessee agrees to rent from Lessor the facilities and equipment described in the Seguin Events Complex Rental Agreement on the dates and times as written, and to pay the total rental fees set forth in the Facility Rental Agreement.
2. Damage Deposit. In order to secure a reservation, a damage deposit as set forth in the Seguin Events Complex fee schedule shall be due by Lessee. The deposit for a single facility is \$250 and multi-facility rental is \$500. Lessee agrees to return any and all used portions of the Seguin Events Complex and grounds in the order in which received. Lessee agrees to pay for any damages to the leased premises resulting from the Lessee’s use or occupancy thereof; or resulting from any acts or omissions, intentional, negligent or accidental, whether said acts or omissions are those of the Lessee, its agents or employees or persons participating in or attending the function contemplated by this contract. Lessee has the option to contact the Event Marketing Coordinator to schedule a pre-event and post-event walk-through of all contracted space in order to establish the condition of the contracted space prior to and after the event. At the customer's request, a checklist will be provided to the customer. Lessor shall not be liable to the Lessee for any damage, loss or expense of any kind sustained by the Lessee as a result of vandalism or malicious mischief. If facilities and/or equipment are damaged, lost or stolen during the course of the event, the repair or replacement value of such property shall be deducted from the damage deposit. If damages exceed the amount of the damage deposit, Lessee will be issued an invoice for the difference which shall be due and payable within ten (10) days of issuance. Failure to pay for excessive damages fees may result in future bookings being canceled, forfeiture of the security deposit, late fee charge, and/or blocked from booking City facilities until restitution is made.
3. Rental Fees. Half of rental fee is due at time of booking. Payment in full for the use of the facilities will be due seven (7) days prior to the event at the address of the Seguin Events Complex, 950 S. Austin St., Seguin, TX 78155. Payment for known stalls, RV hook-ups, and other Extras will be due seven (7) days prior to the event. Failure to timely present payment of rental fees by the deadline may result in cancellation of the event, forfeiture of the security deposit, or a late fee charge. Additional stalls, RV hook-ups, facilities, and other Extras not paid for upfront will be billed to the Lessee and must be paid within seven (7) days from notification. Failure to pay rental fees due after the rental may result in future bookings being canceled, forfeiture of the security deposit, late fee charge, and/or blocked from booking City facilities until payments is made.
4. Event Cancellation. Cancellation must be made in writing and cancellation fees are determined by the number of days remaining before the scheduled event as such:
  - 181 days or more – 10% of total rental fee
  - 91-180 days – 25% of total rental fee
  - 31-90 – 50% of total rental fee
  - 0-30 – 100% of total rental fee

Rental fees will not be refunded in case of cancellation due to weather.

5. NSF Checks. If any payment is returned from Lessee's bank for nonsufficient funds (NSF), or credit card charges are cancelled, a \$30.00 fee shall be assessed and the payment will not be considered as received for purposes of meeting the deadlines required by the Rental Agreement.
  
6. Insurance. Lessee shall be required to provide Lessor with proof of liability insurance with a \$1,000,000.00 combined single limit, naming the City of Seguin as additional insured, with waiver of subrogation. Proof of insurance must be presented to the Lessor no later than ten (10) days prior to the first day of the event. Spectator insurance may be required at the discretion of the City. All food vendors are required to have a food permit issued by the City of Seguin. All alcohol sales must be provided by RRL Concessions as written in the Facility Rental Agreement. Weather/emergency insurance is highly recommended depending on the type of event.
  
7. Security. Customer agrees to have on hand at all times sufficient police security to maintain law and order and protect all persons and property. Such personnel will be Seguin Police Officers arranged for by the Event Marketing Coordinator. If the Seguin Police Officers are not available, the Event Marketing Coordinator will schedule officers from the Guadalupe County Sheriff's Department. All officers are paid for by the customer at the department's prevailing rate (as of January 1, 2018 - \$35 per hour) for off-duty officers and for which there is a four (4) hour minimum. Exception is given to New Year's Eve when security will be paid double-time. Payments are to be made as cash or Money Order to the Event Marketing Coordinator or the officer(s) upon arrival. Upon the officer's arrival, the Customer who signed the contract must meet with the officer(s) for a briefing. The officer(s) will explain the rules and procedures. Failure to make payment will result in immediate function suspension with no refund to customer. Customers will be given a Security Agreement to sign outlining the number of security officers and times they are scheduled to work the event. The following are guidelines for security:

**RENTALS WITH ALCOHOL:**

Number of Guests	Number of Officers
1-200	2
201-400	3
401+	4

**RENTALS WITHOUT ALCOHOL:**

Number of Guests	Number of Officers
200 or less	0
201-400	1
401-600	2
601+	3

Please note, these are only guidelines and changes may be made based on the scope of the event as determined by the Event Marketing Coordinator and the Seguin Police Department. Security officers may be required at the start of the event.

8. Coggins Log. Lessee and its participants shall be required to abide by the Texas Animal Health Control regulations. This rule will be strictly enforced. A Coggins log must be maintained during all equine events.

9. Event Rules. The following rules shall be strictly enforced during all events. Lessor reserves the right to apply additional rules to each event according to the individual circumstances of each event.
- a. No signs or banners are permitted unless approved by the Lessor in writing.
  - b. No glass containers are permitted on the grounds by City Ordinance.
  - c. No stapling or taping signs to walls, etc. unless approved by the Lessor in writing.
  - d. No horses are to be tied to and left unattended on the chain link fence surrounding the arena and the surrounding areas including the baseball field and Softball 4-Plex fields. This includes water pipes/spickets in and around the barns.
  - e. No animals are permitted inside the chain link fence and spectator area of the arena.
  - f. Dogs must be on a leash in accordance with City Ordinances, except in the arena. This rule does not apply to registered service dogs or to dogs competing or performing in a scheduled event.
  - g. Paint or other permanent markers shall not be used to mark asphalt/concrete and/or buildings without expressed written consent of the Lessor. Defacing of City property shall result in forfeiture of Lessee's deposit.
  - h. Unless other arrangements have been made in writing, all overhead arena and barn lights must be turned off thirty (30) minutes following the end of each night of the event.
  - i. All facilities must be locked and cleaned and equipment secured at the end of each night of the event.
  - j. Lessee must provide Lessor with a list of all participating vendors.
  - k. Lessee shall strictly comply with all rules, regulations, and statutes enforced by the Lessor regarding alcoholic beverages and by the Texas Alcoholic Beverage Commission (TABC).
  - l. Lessee is prohibited from making any permanent or temporary improvements or modifications to City-owned property without written consent of Lessor
  - m. Portable toilets, hand-wash stations, dumpsters and fencing may be required at Lessee's expense depending on the type of event and attendance, at the discretion of the City.

9. **INDEMNIFICATION. LESSEE COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE SEGUIN EVENTS COMPLEX, CITY AND THE OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF SUCH, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON THE LESSOR, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO LESSEE'S ACTIVITIES UNDER THIS FACILITY RENTAL AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF LESSEE, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB-LICENSEE OF LESSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS RENTAL AGREEMENT; ALL WITHOUT, HOWEVER,**

**WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, EXCEPT AS EXPRESSLY PROVIDED HEREIN. LESSEE SHALL PROMPTLY ADVISE THE LESSOR IN WRITING OF ANY CLAIM OR DEMAND AGAINST LESSOR OR LESSEE KNOWN TO THE LESSEE RELATED TO OR ARISING OUT OF LESSEE'S ACTIVITIES UNDER THIS RENTAL AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT LESSEE'S COST. THE LESSOR SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING LESSEE OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

9. Casualty Provision. If the facilities or equipment subject to the Rental Agreement should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs cannot reasonably be completed prior to the scheduled event, Lessor, at its sole discretion, shall have the right to terminate the Rental Agreement and refund any security deposit as Lessee's sole remedy for said termination.
10. Termination in the Event of an Emergency. Tenant expressly acknowledges that the facilities may, in the event of local or regional emergency, be necessary for use by the authorities to aid organizations as an emergency shelter or for emergency operations. In the event of such an emergency, Lessor shall have the right to terminate the Rental Agreement immediately upon verbal or written notice, and Tenant's sole recourse shall be the refund of its security deposit and any other fees previously paid to Lessor.
11. Responsibilities. The City of Seguin is not responsible for Lessee's animals, their care or well-being, nor is the City responsible for the Lessee's equipment or personal belongings.
13. Right of Entry. Lessor has the right to enter any and all facilities at any time during contracted events.