

**Texoma Exposition & Livestock Show, Inc.**  
Grounds/Facility Rental Agreement

This Agreement, made this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_ between Lessor, Texoma Exposition & Livestock Show, Inc., herein after referred to as "TELS" and herein after referred to as "Lessee".

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Email address: \_\_\_\_\_

Non Profit Organization? Yes \_\_\_\_\_ No \_\_\_\_\_ Tax ID# \_\_\_\_\_

Purpose: \_\_\_\_\_

Facilities requested: The Mayor Arena\* \_\_\_\_\_ Small Arena \_\_\_\_\_ Hog Barn \_\_\_\_\_ Outdoor Arena \_\_\_\_\_

Sheep/Goat Barn \_\_\_\_\_ Cattle Barn \_\_\_\_\_ Exhibit Building \_\_\_\_\_ Concession Stand \_\_\_\_\_

Other: \_\_\_\_\_

*\*Any advertisement for your event requires reference to the facility as "The Mayor Arena"*

*Dates* \_\_\_\_\_ *Fees* \_\_\_\_\_

*Date(s) of Event:* \_\_\_\_\_ \$ \_\_\_\_\_ *Deposit Paid cash/check#* \_\_\_\_\_

*Move-In (date and time):* \_\_\_\_\_ \$ \_\_\_\_\_ *Rent Paid cash/check#* \_\_\_\_\_

*Move-out (date and time):* \_\_\_\_\_

*Total Fees: \$* \_\_\_\_\_

**Mailing address: Bob Schnitker, TELS rentals, 179 Weber Dr., Howe, TX 75459**

**Facility address: 499 RC Vaughan Rd, Denison, TX 75020**

*Lessee agrees to pay cleaning deposit with the return of this signed agreement. No rental is recognized without a paid deposit and signed agreement with TELS. If damage and/or other charges exceed the deposit amount, Lessee will pay the excess within 30 days of mailing the notice of the amount due. Failure to clean the grounds may require additional payment. Checks returned for any reason will be charged \$50.00. All other fees must be paid two weeks prior to the rental date unless other arrangements have been approved.*

## **RULES AND REGULATIONS RELATED TO USAGE OF TELS FACILITIES/GROUND:**

1. **Early set up/use:** Lessee may set up early based on availability of facilities prior to Move-in date indicated in this agreement, if arranged in advance.
2. **Late Clean up:** Lessee must have facilities clean and all belongings removed from the premises by 12:00 noon the day following the lease. Late clean up will require a Late Clean up fee, which will be deducted from the deposit and/or charged to the Lessee.
3. **Cleaning:** Clean all occupied area(s). This would include arena, stands, grounds, barns, concession stand (if leased). Duties would include, but not be limited to:
  - a. Trash – Barrels should be emptied into the large dumpsters. Trash bags should also be place in large dumpsters and liners replaced in those trash cans that were lined prior to use of facility.
  - b. Manure is to be placed in designated areas at the north and south ends of Cattle Barn #1.
  - c. Floors – sweeping (and mopping) if necessary to return floors equal to condition prior to rental.
  - d. Lights – Turn off all lights as indicated in the agreement.
4. **Bedding:** Livestock bedding may only be used in the barns and used solely for penning livestock.
  - a. No hay/straw is allowed for bedding
  - b. No bedding is allowed outside of barns.
5. **Liability:** TELS is not responsible for any accidents or injuries to persons, property or livestock. The lessee agrees not to bring onto the premises any material, substance, equipment, or object which is likely to constitute a hazard to property without prior approval of TELS.
6. **Laws:** All Federal, State and Local laws must be adhered to; violation of laws will cancel the lease and forfeit all deposits.
7. **Control of Facility:** Under this lease agreement, TELS does not relinquish the right to control the management of the facility and to enforce all necessary laws, rules and regulations.
8. **Right to Refuse:** TELS or designee has the right to refuse lease if the proposed event conflicts with scheduled events or if the proposed use is perceived to be physically detrimental to the facility or detrimental to the reputation of the TELS board.
9. **Right to Terminate:** TELS retains the right to terminate an event at any time if TELS members or representatives deem the event to be physically detrimental to the facilities, detrimental to the reputation of the TELS Board, or endangering individuals on the premises. The rental fee will not be refunded if the event is terminated prior to completion.
10. **Objectionable Persons:** TELS reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither TELS or any of its officers, agents or other representatives shall be liable to Lessee for any damages that may be sustained by Lessee through the exercise of TELS of such right.
11. **Signs and Posters:** Lessee will not post nor allow to be posted any signs, cards or posters except upon such display areas as TELS may provide. Use of such areas is a non-exclusive right. All material is subject to approval by TELS. All material must be removed by Lessee prior to the end of the lease period.
12. **Evacuation of Facility:** Should it become necessary in the judgement of TELS to evacuate the premises for reason of Public Safety, the Lessee will retain possession of the premises for

sufficient time to complete presentation of the activity without additional rental charge providing such time does not interfere with another Lessee. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated or adjusted at the discretion of TELS or its representative based on the situation and the Lessee hereby waives any claim for damages or compensation from TELS.

- 13. **Unavoidable Happening:** If, for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, natural disaster or other unforeseen occurrence, which rendered impossible the fulfillment of any term of the agreement, the Lessee shall have no right to nor claim for damages against TELS.
- 14. **Non-Assignment:** Lessee will not assign, transfer or subject this agreement or its right, title or interest therein without TELS prior written approval.
- 15. **Non-Exclusive Right:** TELS shall retain the right to use and/or license use of such portions of its facility as may not be covered by this agreement. TELS also retains the right to re-enter any part of the premises covered by this agreement should such part become vacant; and to determine that such unused portions may be offered for other use.
- 16. **Concessions:** Any concession sales of non-prepackaged food items will require a Temporary Food Permit to be filed with the Grayson County Health Department. Follow the instructions on the permit. It MUST be filed with the GCHD at least 5 days prior to the event.
- 17. **Cancellations:** Cancellations less than 30 days prior to the event will result in forfeiture of deposit.

**FORFEITURE OF DEPOSIT:**

- 18. Forfeiture of deposits can occur if there is an infraction of any item listed under RULES AND REGULATIONS.
- 19. The cleaning deposit will be refunded after inspection, not before, and only if the facility is left in clean condition and no damage has occurred. A prorated amount may be refunded dependent upon actual cost of cleanup. Allow 10-14 working days after the lease before release of the deposit.
- 20. See #17 above.

Special Instructions/Needs: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Texoma Exposition & Livestock Show Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Individual/Organization

**Please sign and return with deposit payment to secure date.**