

**AGREEMENT FOR THE USE OF THE SEGUIN EVENTS COMPLEX**  
**FOR THE PURPOSE OF OPERATING AND CONDUCTING**  
**BUCK FEVER**

This Agreement for the use of the Seguin Events Complex (the “Agreement”) this day made and entered into by and between the City of Seguin, Texas, a municipal corporation, (the “City”), and Buck Fever, Inc. (“Buck Fever”).

**I. Facilities**

1.1. Buck Fever, held annually around the third Wednesday in October, shall be entitled to lease the Dance Slab and the Coliseum beginning at noon on Tuesday and continuing through Thursday of that week.

1.2. In addition to the facilities above, the Dance Slab shall be made available on Sunday afternoon immediately prior to the event in order for Buck Fever to assemble the displays that will be used for their event.

**II. Consideration**

2.1. For each year, Buck Fever shall pay the current City fee for the facilities, as said fee is set forth in Appendix C to the City’s Code of Ordinances.

**III. Term**

This Agreement shall be effective upon signing by both parties and shall continue in force for a term of five (5) years, unless terminated in accordance with Section IX, below. Upon agreement of the Parties the term may be renewed for successive five year terms.

**V. Use of Premises**

5.1. In connection with its use of and activities in and about the Facilities, Buck Fever, at its own expense, will comply, and will cause its employees, agents, and invitees to comply, with all applicable rules and regulations of governmental agencies and of this Agreement. Buck Fever shall be responsible for the conduct of all of its employees, agents, volunteers, vendors, subcontractors, and anyone else acting on their behalf or through their authority.

5.2. Buck Fever agrees that no person shall, on the grounds of race, sex or national origin, be excluded from participating in and be denied the benefits of, or be otherwise subject to discrimination in connection with the Facilities.

5.3. Buck Fever shall, during the term of this Agreement, provide services in connection with the Facility to all persons without regard to their race, color, religion, sex or national origin.

5.4. Buck Fever shall coordinate with the City of Seguin Police Department for the provision of security for their Event. The City Police Department shall make all arrangements to insure that proper security is present. Buck Fever shall be responsible for the costs of such security.

5.7. Displays on the upper level courtyard are not allowed in the entire area around the front entrance of the Coliseum. All outdoor displays must be showcased around the gazebo.

5.8. Loading and unloading of trucks, cars and other vehicles is not allowed on the upper level courtyard in front of the Coliseum. All loading and unloading shall take place at the loading docks.

## **VI. Concessions**

6.1. Buck Fever shall have the right to operate food and drink, including alcoholic beverage, concessions in the Dance Slab and parts of the Women's Building. The City's concessionaire shall have the exclusive right to operate within the Coliseum and within the concession stand located in the Rodeo Arena.

6.2. The City's concessionaire shall hold the Texas Alcoholic Beverage Commission license for the Coliseum and the concession stand located in the Rodeo Arena. It shall be Buck Fever's responsibility to obtain a temporary permit with the Texas Alcoholic Beverage Commission for its use in the Dance Pavilion and Women's Pavilion. The City shall assist with the mapping of the grounds in order to facilitate obtaining temporary permits.

## **VII. Insurance**

7.1. Buck Fever shall maintain and provide proof of insurance as follows:

A. Workers' Compensation and Statutory Employer's Liability

B. Commercial General (public) Liability including coverage for the following with a combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent with an aggregate limit of \$1,000,000.00:

- a. Premises operations
- b. Independent contractors
- c. Personal injury
- d. Advertising injury
- e. Contractual liability
- f. Medical payments
- g. Liquor liability

C. Comprehensive Automobile Liability, including coverage for loading and unloading hazards, with a combined single limit for bodily injury and property damage of \$500,000 per occurrence or equivalent:

- a. Owned/leased vehicles

- b. Non-owned vehicles
- c. Hired vehicles

7.2. Additional policy endorsements. Buck Fever agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- A. Name the City of Seguin and its officers, employees, and elected representatives as an Additional Insured(s), (as the interest of each insured may appear) to all applicable coverage.
- B. Provide for a 30 day notice to City for cancellation, non-renewal, or material change.
- C. Provide for notice to City at the address shown below by registered mail.
- D. Buck Fever agrees to waive subrogation against the City of Seguin, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for two years after the last date of the fair.

### VIII. Indemnity

**BUCK FEVER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE THEREOF, ARISING FROM THE CONDUCT OR MANAGEMENT OF BUCK FEVER'S BUSINESS OR ITS USE OF THE FACILITY OR FROM ANY BREACH ON THE PART OF BUCK FEVER OF ANY CONDITIONS OF THIS AGREEMENT, OR FROM ANY INTENTIONAL ACT OR ACT OF GROSS NEGLIGENCE OF BUCK FEVER, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, GUESTS, OR INVITEES IN OR ABOUT THE FACILITIES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST THE CITY BY REASON OF ANY SUCH CLAIM, BUCK FEVER, UPON NOTICE FROM CITY, COVENANTS TO DEFEND SUCH ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO CITY.**

### IX. Default

9.1 The following events shall be deemed to be events of default by Buck Fever under this Agreement:

A. Failure by the Buck Fever to return the Facilities, no later than 8:00 a.m. Thursday following their event, in the same condition as existing at the start of their rental period where the cost to the City to repair the damage is greater than the amount of the Buck Fever's deposit.

B. Any damage to or failure to clean the Facility that impairs the City's ability to make the Facility available to another tenant immediately following Buck Fever's use thereof.

9.2 In the event Buck Fever should default as that term is defined in A. above, the City may:

A. Terminate this Agreement; or

B. Hold Buck Fever liable for the performance of the Agreement provision breached up to the amount of the net proceeds of that year's event.

**X. Miscellaneous**

10.1. All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

<b>City</b>	<b>Buck Fever, Inc.</b>
City of Seguin	Buck Fever
P.O. Box 591	P.O. Box 230
Seguin, Texas 78156	Seguin, Texas 78156

10.2. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

10.3. This Agreement is personal to Buck Fever and may not be transferred to any other party without prior approval of the City Council, which will not be unreasonably withheld.

10.4. 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 Guadalupe County, Texas.

10.5. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.6 No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date here of and duly executed by the parties hereto.

10.7. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

10.8. The rights and remedies provided by this 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.

10.9. No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be waiver of any other breach of the same or any other term, condition, or covenant contained herein.

10.10. Neither City nor Buck Fever shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of City or Buck Fever and which by the exercise of due negligence City or Buck Fever is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, the undersigned City and Buck Fever hereto execute this Agreement as of \_\_\_\_\_ day of May 2016.

**City**  
The City of Seguin

**Buck Fever**

By: \_\_\_\_\_  
Douglas G. Faseler, City Manager

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
1<sup>st</sup> Vice-President