

## 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 described above, and to pay the total rental fees set forth in the 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. 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 security deposit. If damages exceed the amount of the security deposit, Lessee will be issued an invoice for the difference which shall be due and payable within ten (10) days of issuance.
3. Rental Fees. Payment in full for the use of the facilities will be due thirty (30) days prior to the event at the address of the Seguin Events Complex, 950 S. Austin St., Seguin, TX 78155. Payment for stalls, RV hook-ups, and other equipment will be due ten (10) days prior to the event. Failure to timely present payment of rental fees may result in cancellation of a future event, forfeiture of the security deposit, or a late fee charge.
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 provide a Certificate of Insurance on an ACORD form (see attached). All alcohol sales must be provided by RRL Concessions as per the Rental Agreement.  
  
Weather/emergency insurance is highly recommended depending on the type of event.
7. Security. Lessee must provide and pay for security by licensed officers for all events where alcohol is served. The security officers are scheduled through the Seguin Events Complex with the City of Seguin Police Department and Lessee must pay officers in cash, in full, upon their arrival to the event. No later than two (2) weeks prior to the first

day of the event, Lessee must provide a security plan to the Seguin Police Department for approval which must meet the City's customary standards. Failure to timely present an acceptable security plan may result in cancellation of the event and forfeiture of the security deposit. Lessees are encouraged to contact the Seguin Police Department well ahead of time to obtain a preliminary review of the security plan so as to meet the deadline for final submittal.

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.
  - b. No glass containers are permitted on the grounds by City Ordinance.
  - c. 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 4-Plex softball fields.
  - d. No animals are permitted inside the chain link fence and spectator area of the arena.
  - e. 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.
  - f. 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 Lessees deposit.
  - g. 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.
  - h. All facilities must be locked and cleaned and equipment secured at the end of each night of the event.
  - i. Lessee must provide Lessor with a list of all participating vendors.
  - j. Lessee shall strictly comply with all rules, regulations, and statutes enforced by the Lessor regarding serving of alcoholic beverages and by the Texas Alcoholic Beverage Commission (TABC).
  - k. Lessee is prohibited from making any permanent or temporary improvements or modifications to City-owned property without written consent of Lessor
  - l. 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 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.**

10. 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.
11. 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.
12. 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.