

**AGREEMENT FOR THE USE OF THE SEGUIN EVENTS COMPLEX  
FOR THE PURPOSE OF OPERATING AND CONDUCTING  
THE GUADALUPE COUNTY YOUTH LIVESTOCK  
AND HOMEMAKERS SHOW**

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 the Guadalupe County Youth Livestock and Homemakers Show (the “Youth Show”).

**I. Facilities**

1.1. Beginning on Sunday of the week following the Martin Luther King Holiday, the Youth Show shall have use of the entire Seguin Events Complex until Saturday for conducting the Guadalupe County Youth Livestock and Homemakers Show. No later than September 30 of the year before each show, the Youth Show shall let the City know which of the facilities, if any, in addition to the Coliseum, Dance Slab, Cattle Barn and Hog Barn will be used.

1.2. In addition to the use of the facilities during the week outlined in 1.1 above, the Youth Show may make arrangements with the City to use a specified barn facility for animal validation on specified days during each fall/winter preceding the show.

**II. Consideration**

For the use of the Facilities, not including RV hookups, the Youth Show shall pay the City \$4,000.00 plus a deposit of \$500.00. Persons desiring RV hookups are responsible for paying the appropriate fee. The Youth Show shall schedule/coordinate any RV hookups for the event, collect all fees from users, and make payment to the City.

**III. Term**

This Agreement shall be effective upon signing by both parties and shall continue in force for a term of five (5) years. The five (5) year term shall automatically renew for a subsequent five (5) year term unless either Party submits written notice of its intent not to renew. Notice of nonrenewal or a request for payment of an increased fee shall be delivered no later than six months prior to the end of the final year of the five (5) year term.

**V. Use of Premises**

5.1. In connection with its use of and activities in and about the Facilities, the Youth Show, 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. The Youth Show 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. The Youth Show 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. The Youth Show 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.

5.5. With approval by the City Council that must be sought at least four (4) months in advance, Nelda Street may be closed at South Saunders Street and Legette Street.

5.7. Displays on the upper level courtyard are not allowed in the entire area around the front entrance of the Seguin Coliseum. All 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 Seguin Coliseum. All loading and unloading shall take place at the loading docks.

## VI. Concessions

6.1. The Youth Show shall have the right to operate food and drink concessions on the Facility site, **except for the Seguin Coliseum and the concession stand located in the Rodeo Arena**. The City's concessionaire shall have the exclusive right to operate within the Seguin 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 Seguin Coliseum and the concession stand located in the Rodeo Arena. It shall be the Youth Show's responsibility to obtain a temporary permit with the Texas Alcoholic Beverage Commission for its use in the Women's Pavilion, Dance Pavilion, and any other area where the Youth Show may desire to sell alcoholic beverages. The City shall assist with the mapping of the grounds in order to facilitate obtaining temporary permits.

6.3. The Youth Show may maintain a hospitality suite where alcoholic beverages are provided at no cost to the Youth Show's VIP's. All beverages provided in a hospitality suite must be consumed in that restricted area, designated by Youth Show, and may not be carried onto the general grounds.

## VII. Insurance

7.1. The Youth Show 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
- c. Personal injury

- d. Contractual liability
- e. Medical payments
- f. Liquor liability
- g. Fire legal liability

7.2. Additional policy endorsements. The Youth Show 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. The Youth Show 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 show.

### **VIII. Indemnity**

**THE YOUTH SHOW 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 THE YOUTH SHOW'S BUSINESS OR ITS USE OF THE FACILITY OR FROM ANY BREACH ON THE PART OF THE YOUTH SHOW OF ANY CONDITIONS OF THIS AGREEMENT, OR FROM ANY INTENTIONAL ACT OR ACT OF GROSS NEGLIGENCE OF THE YOUTH SHOW, 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, THE YOUTH SHOW, 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 Youth Show under this Agreement:

A. The Youth Show fails to comply with any term, provision, or covenant of this Agreement to the extent that further rental would be impractical and the Youth Show is unable to remedy the problem.

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 the Youth Show's use thereof.

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

A. Terminate this Agreement; or

B. Hold the Youth Show liable for the performance of the Agreement provision breached up to the amount of the actual cost needed to repair and release the facilities.

## **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>Youth Show</b>
City of Seguin P.O. Box 591 Seguin, Texas 78156	Guadalupe County Youth Livestock and Homemakers Show P.O. Box 1400 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 the Youth Show 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 the Youth Show 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 the Youth Show and which by the exercise of due negligence City or Youth Show is unable, wholly or in part, to prevent or overcome.

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

**The City of Seguin**

**The Guadalupe County Youth Livestock  
And Homemakers Show**

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

By: \_\_\_\_\_  
Chester Jenke, Chairman

ATTEST:

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

\_\_\_\_\_  
Vice Chair