

# Kendall County Ring Mountain Event Center Lease Agreement

This agreement, made and entered into this day by and between Kendall County, Texas a political subdivision of this state of Texas herein after called Lessor, acting by and through its duly authorized Parks Director, and \_\_\_\_\_ hereinafter called Lessee, is as follows:

1. That, upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, Lessor does hereby grant unto Lessee the right to use and occupy the following described space and Premises of the Kendall County Ring Mountain Event Center, in the Town of Comfort, Kendall County, Texas to-wit: Kendall County Ring Mountain Event Center all grounds surrounding and/or adjacent to it, as well as, all furniture, equipment, or personal property appertaining to it (hereinafter the "Premises") This agreement allows the use of facilities by the Lessee for the said purpose of: \_\_\_\_\_ on dates and times as indicated:

**DATE**

**IN TIME**

**OUT TIME**

**Lessee agrees that in the event it has not fully vacated the Premises by the expiration of the final time set forth above, it will forfeit the security deposit placed for that event.**

2. Lessor shall return the security deposit in the sum of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) to the Lessee the next business day, after the event, should no damage occur to the facility or the grounds. The Lessor will also return the security deposit to the Lessee the next business day if the Lessee has cancelled the reservation.
3. Lessee agrees that if damages were to occur to the facility or the grounds, the Lessor will deduct the cost of replacement/repair from the security deposit and the remaining balance will be distributed back to the Lessee. The Lessee will also receive a copy of the receipt for the replacement/repair costs from the Lessor. If damages exceed the amount of the security deposit, the Lessor reserves the right to issue an invoice to the Lessor for the remaining cost of the damages.
4. Lessee hereby covenants and agrees to pay Lessor, at its office, for the use of the Premise \_\_\_\_\_ AND 00/100 DOLLARS (\$ \_\_\_\_\_), payable as set forth in this lease no later than 120 days before said date listed above. If Lessee fails to submit payment by the 120 deadline, the Lessee then grants the Lessor the right to release the agreed upon date listed above as available. Lessee acknowledges a receipt of a copy of the schedule of fees and charges and covenants that it is bound thereby.
5. Lessee shall have possession of the premises for the purpose and term aforesaid, including corridors necessary to accommodate patrons, along with restrooms.
6. Lessor will furnish, at its expense, all utilities necessary for operation of the Kendall County Ring Mountain Event Center and all janitorial service deemed necessary by Lessor. Lessor shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly through no fault of Lessor.
7. Lessor shall have the right to enforce the observance of the Regulations of the Kendall County Ring Mountain Event Center by Lessee's ushers, gate men, and all other employees and agents of Lessee and to remove all such employees and agents (i) not complying with said Regulation or (ii) not conducting themselves in an acceptable manner, is the Lessor's sole discretion. Lessor through its officers and agents, shall also have the authority to eject any objectionable person(s) from the Premises. In the event of the exercise of this authority, Lessee hereby waives and releases any claim for damages against Lessor, its, agents and employees on account thereof.
8. The Lessee is responsible for contracting and providing the required number of Peace Officers, determined by the Kendall County staff, in the event that alcoholic beverages are to be served. Charges for these services are the responsibility of Lessee. Kendall County requires one (1) Peace Officer per one hundred (100) guests. Peace Officer services must be paid no later than the end of the event. If the Lessee is required to provide Peace Officers and fails to comply with policy, the Kendall County staff reserves the right to terminate any dispersion of alcoholic beverages.
9. No gasoline, oil, flashlights, or any other artificial lighting, shall be permitted in the Premises, and no engine, motor or machinery shall be operated on the Premises without the prior written consent of the Kendall County staff. Candles are prohibited unless the Kendall County staff approves complete plans for their use. Doors under lighted exit signs may not be blocked or locked unless the leased space is empty of people. Decorations are permitted according to the guidelines set forth in the Regulations for Use of Kendall County Ring Mountain Event Center.
10. Lessor reserves the right after the termination of the time for which the Premises are rented, to remove from the building all personal property remaining. Lessor shall not be liable in any way to Lessee on account of so removing and storing such personal property. See Regulations for Use of Kendall County Ring Mountain Event Center. Lessee shall return the facilities in the same condition as when received.
11. The Lessee agrees to and shall indemnify and hold harmless and defend the Lessor, its officers, agents, elected officials and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or damage to any property, or for any breach of contract arising out of or in connection with this lease agreement and the purposes for which this lease agreement was entered into, including but not limited to property damage, injuries and death due to the act, omission, mistake, fault, default, or negligence of (1) the Lessor, its, agents, employees; (2) the Lessee, its agents and employees; and (3) any invitees, licensees or guests of the Lessee.
12. Cancellations: In order to receive a full refund of the fees that have already been processed, cancellation notice must be given 60 days prior to the said date listed above. The lessee will forfeit all of their fees if cancellation is received less than 60 days before the time of occupancy. Lessee will also forfeit all of their fees for a "No Show". Lessor reserves the right to cancel any event that has not met all criteria outlined in Event Center policies. Lessee will forfeit any fees for cancellation of an event due to failure to comply with policies.

13. Neither the corridors, passageways, nor exits shall be obstructed by Lessee, nor shall be used for any purpose other than ingress or egress, except as approved by the Kendall County staff.
14. In the event the Premises or the building of which the Premises are a part shall be destroyed by fire or other cause, or of any other casualty or unforeseen occurrence or other causes shall render the fulfillment of the agreement by Lessor impossible, then the term of this agreement shall end and Lessee shall be liable to pay rent only up to the time of such termination, and Lessee hereby waives and releases any claim for damages or compensation on account of such termination. The Lessor will refund all processed fees to the Lessee in the event the Premises are destroyed or are non-accessible.
15. Lessor, through its staff, security officers, or other designated representatives, shall have the right at any time to enter any portion of the Premises for any purpose whatsoever, and the entire building, including the Premises covered by this agreement, shall be at all times be under the charge and control of the Kendall County staff.
16. Lessee agrees to comply with all laws of the United States, the State of Texas, all ordinances of Kendall County, Texas, and all rules and regulations adopted by the Commissioner's Court of Kendall County, Texas governing the use of the Kendall County Ring Mountain Event Center. Lessee agrees to obtain and pay for any and all necessary permits and licenses.
17. Lessee will not post, exhibit or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters or cards of any description on the Premises (inside or outside the building or on any adjacent grounds), except as authorized by the Kendall County staff. Lessee agrees to immediately remove all signs, advertisements, show bills or other material, which are unacceptable to the Kendall County staff.
18. This agreement may not be assigned by Lessee in whole or in part. Lessee further agrees and understands that it may not sublet any portion of the Premises, without the written consent of the Lessor.
19. Lessee accepts the building, its fixtures and equipment, in their present condition and state of repair. All repairs and replacement required to return the building and its furnishings, fixtures and equipment to their present condition will be at the expense of Lessee upon demand by Lessor.
20. Lessor reserves all rights and privileges for outgoing television and radio broadcasts originating from the Kendall County Ring Mountain Event Center during the term of this agreement, should Lessor grant to Lessee such privilege. Lessor has the right to require advance payment of any estimated related cost to Lessor and may also require payment for said privilege in addition to rental fee. The grant of such privilege must be in writing, and obtained from the Kendall County staff in advance of the broadcast date.
21. Lessee shall not install any wire, electrical appliances, plumbing fixtures or pipes without first securing the written consent of the Kendall County staff.
22. Lessee agrees to pay reasonable attorney fees in the event the Lessor must collect from Lessee any amount due hereunder by judicial proceedings.
23. Lessee shall not admit to the Premises a number greater than the seating capacity of 150 persons unless outdoor seating is utilized. The ruling of the Kendall County staff on this question shall be final.
24. Alcohol served or consumed on the Premises must comply with the Regulations for Use in the Kendall County Ring Mountain Event Center and the regulations of the Texas Alcoholic Beverage Commission. Lessee is responsible for providing proof of a licensed TABC bartender if alcohol is served. Alcohol cannot be served until officers arrived and will be cut off 30 minutes prior to the end of the event.
25. Lessee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event.
26. No Smoking is allowed inside the Kendall County Ring Mountain Event Center facility.
27. Lessee shall be responsible for providing a shuttle service for attendees due to the lack of parking at the Ring Mountain Event Center. Only ten (10) vehicles are allowed to park at the Ring Mountain Event Center, the remaining vehicles must park at the shuttle lot which is provided by the Lessor at no cost to the Lessee.
28. Final Appointment: The Lessor must schedule a final appointment with the Lessee no later than thirty (30) days before the event to determine the final layout of the event.
29. Lessor reserves the right to cancel an event due to unsafe facility condition. In such instances, full refunds will be given or the Lessee will have the option to reschedule the event.

**NO SMOKING, NO GLITTER, NO CONFETTI, NO STICKERS, OR TAPE ON FLOORS UNLESS APPROVED IN ADVANCE**

**IF LESSEE AGREES WITH ALL TERMS OF THIS CONTRACT, THE LESSEE WILL NEED TO SIGN THE CONTRACT AND RETURN, ALONG WITH PAYMENT, TO KENDALL COUNTY. ONCE RECEIVED, THE CONTRACT WILL BE SIGNED BY THE PARKS DIRECTOR.**

**KENDALL COUNTY, TEXAS**

**LESSOR**

**LESSEE**

By: \_\_\_\_\_  
Kendall County Staff

By: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date