



**TEMPORARY USE LEASE AGREEMENT FROM
THE BEXAR COUNTY JUNIOR LIVESTOCK SHOW INC.**

This temporary use lease agreement (“Lease”) is made and entered into between the Bexar County Junior Livestock Show, Inc., hereafter “BCJLS”, the “Lessor”, and:

Lessee: _____

The term “Lessee” applies to the above-named Lessee and any of the Lessee’s employees, contractors, agents, volunteers, or patrons.

WITNESSETH:

Whereas, the parties hereto acknowledge and agree that Bexar County Junior Livestock Show, Inc. is the owner of the 45 acres located at 7701 FM 1346, as described in the deed recorded in volume 13195, page 780, of the official public records of Bexar County, Texas and is the master lessor of the property, and therefore, the Lessee will be a sub-lessee of the Premises (identified below); and:

1. THE PARTIES HAVE NO ORAL AGREEMENTS. ALL AGREEMENTS WILL BE IN WRITING.
2. TERM: the lease granted commences at _____ AM/PM and ends at _____ AM/PM on _____ [date(s)].
3. Extra time(s): _____

WHEREAS Lessor hereby desires to lease to Lessee and Lessee hereby desires to lease from Lessor, the Premises, on the terms and subject to the conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and premises herein contained, the parties, intending to be legally bound, hereby agree as follows:

Leased Premises: Lessor hereby leases to Lessee the properties located at 7701 FM 1346, the pavilion, and grounds (collectively, the “Premises”), and such Premises shall be used for singular purpose of use as listed below (the “Event”):

Allowed Uses: Agricultural, equestrian, community events and membership functions are allowed. Lessee may make temporary installation of facilities and enclosure fencing which must be removed by the end of the lease. Any use of the Premises for any purpose other than as above, is expressly prohibited.

Rental Payment: Lessee shall pay Lessor for the use of the Premises, a **DAILY** rental cost of **\$600.00 USD (the “Rental Payment”)**. Water-related events require an additional payment of \$300.00 USD per day. Except as otherwise provided herein, the Rental Payment shall be non-refundable and non-transferable.

Rental Deposit: Lessee will pay a one-time **\$350.00 USD Rental Deposit** in addition to the total amount of Rental Payment. The Rental Deposit will be applied to the cost of: (i) any damage or destruction to the



TEMPORARY USE LEASE AGREEMENT FROM THE BEXAR COUNTY JUNIOR LIVESTOCK SHOW INC.

Premises, or (ii) any other amounts owed by the Lessee in connection with this Lease. Unapplied deposit money will be refunded. If the amount of the Rental Deposit is insufficient to cover all costs, expenses, damages, losses, or other amounts owed in connection with this Lease, Lessee shall be responsible for the additional expenses.

Event Expenses: Lessee shall be responsible for all expenses relating to the Event. Lessee shall provide all personnel necessary to conduct the event.

Unusual Occurrences: Lessee must immediately inform BCJLS in writing of the occurrence of any unique or unusual event or circumstances that may have a detrimental effect on the BCJLS, the Premises, and/or the Event and/or its patrons or personnel.

Trash & Cleaning: Lessee must maintain the Premises, including but not limited to the removal of nuisances, trash, litter, debris, and overgrown vegetation during the Term. Lessee has the option of paying for usage of dumpster(s) on site at the rate stated in the Fees Addendum. Lessee must dispose of all event trash by the end of the rental term. Once the rental has expired, Lessee will not be allowed usage of dumpsters. For extra-large trash, Lessee must arrange all LARGE trash open dumpster pickup from **Republic Services**.

Restrooms: BCJLS has restrooms on site, such restrooms will be leased out to Lessee at a cost of \$50.00 USD per regular unit and \$75.00 USD per ADA Unit. Additional necessary restrooms needed must be communicated to BCJLS Property coordinator, at the time of contract signing or at least one week in prior to event. The number of portable restrooms must meet the need for the number of individuals attending the Event. Restrooms must meet ADA requirements. Lessee must pay to have the portable restrooms serviced for their Event outside of normal servicing hours by company.

Right of Entry: Authorized representatives of BCJLS shall have the right to enter any portion of the Premises for any reason whatsoever at any time during the Term of the Lease. The entrances and exits to and from the Premises shall be locked or unlocked under the director of the Lessee.

Compliance with Law: In its use of Premises, Lessee shall comply with applicable Federal Laws, State Laws, and City Ordinances, to include rules, and regulations regarding its Event. To include any applicable Health & Safety regulations. Lessee shall pay any and all fines or penalties imposed in a timely manner for violations of such laws, or ordinances, to include rules and regulations that are in place. Lessee is responsible for any violations by its agents, employees, or contractors, whether levied against Lessor or Lessee for such an event. Lessee is the sole party responsible for additional guests requiring permits. Lessee must provide evidence of all permits to Lessor upon request for its events and any event held by Lessee.

Hazardous Materials: No hazardous materials or toxic substance shall be kept, stored, used, or discharged on Premises. Lessee shall comply strictly with all applicable Federal, State, and local laws, ordinances, rules, and regulations regarding hazardous materials or toxic substances, and shall indemnify and hold the Lessor harmless from and against all liability arising from Lessee's use, storage or discharge of hazardous materials or toxic substance on the Premises.



TEMPORARY USE LEASE AGREEMENT FROM THE BEXAR COUNTY JUNIOR LIVESTOCK SHOW INC.

Firearms: Lessee may NOT store, display, or use firearms on the Premises without written permission by the BCJLS. Licensed Texas Security Guards or Texas Peace Officers may carry firearms as allowed by law.

Fireworks: Fireworks, flare, pyrotechnics, and similar items are not permitted to be used on the premises without written permission by the BCJLS and with appropriate permits.

Security: Lessee will pay for security for the Premises during the Event. The Lessor always requires a minimum of 2 security guards on the premises during the function **and at least 1 security guard for every 50 guests. Therefore, an event with 75 people would require 2 security guards and an event with 200 people would require 4 security guards.** Multiday functions require security around the clock (24 hours). Lessor will provide Lessee with the name and phone number of Lessor's approved security vendor upon execution of this Lease. Lessor personnel, including security guards, shall have the authority to prohibit any activity when necessary to protect Lessor property and equipment or the public health and safety.

Fire Hazard: Lessee shall not bring or permit anyone to bring onto the Premises or keep thereon anything that will increase the hazard of fire or the rate of insurance on the Premises. Lessee shall not place or put up any decorations without the prior written consent of a BCJLS representative. Lessor reserves the right at any time to require Lessee to remove from the premises any animal, furniture, fixtures, wiring, exhibits or other things placed thereon or permitted to be placed thereon by Lessee.

Lighting: Lessee may use existing lighting on the Premises. Lessee may pay for additional portable lighting for the Event. ***No fires or torches may be used, whether for lighting, decoration, heat, or any other reason.***

Electrical Service: Lessee may use existing power sources. Lessee may pay a licensed electrician to create additional temporary or permanent electrical connections that meet code requirements. Any new electrical connections must be approved in writing prior to installation by an authorized representative of BCJLS.

Internet Service: Lessor does not provide internet service. No internet service is included in this contract.

Water Service: Lessee may use existing water sources within reason. Water-related events and/or events expected to have heavy water usage, as determined by the Lessor ahead of time, will be charged an additional fee of \$300 per day. Failure to disclose expected high water usage will result in the loss of the Rental Deposit.

Condition of Premises: Lessee and Lessor shall each, either together or independently, conduct a walk-through of the Premises prior to commencement of and after conclusion of the Event. Lessee agrees (i) to accept the Premises in their present condition and state of repair, and (ii) that upon conclusion of the Term, the Premises will be vacated and surrendered to Lessor in the same condition as Lessee accepted the Premises.

Maintenance of Premises: Lessee agrees that it will not, without the prior written consent of a BCJLS representative, cause or permit any nails or other things to be driven into any portion of the Premises, nor any signs affixed either to the Exterior or Interior thereof, nor cause or permit any changes, alternations, repairs, painting or staining of any part of the Premises or the furniture, fixtures and equipment ("FFE"),



TEMPORARY USE LEASE AGREEMENT FROM THE BEXAR COUNTY JUNIOR LIVESTOCK SHOW INC.

included thereon, nor do, nor permit to be done, anything which will damage or change the finish or appearance of the Premises or the FFE.

Damage to Premises: Lessee will be responsible for all damage to or destruction of the Premises or any FFE included thereon, caused in entirety or part, by Lessee. Lessee will restore ground surface to a condition that is free from excessive ruts suitable for mowing and reseed areas disturbed. It is expressly agreed that Lessor shall determine whether the Premises are clean, or any damage has been done, the amount thereof, the reasonable cost of cleaning and/or repairing of the same, and whether Lessee is responsible for the costs thereof. Lessor's decision shall be final, unless within (10) days thereafter, Lessee gives written notice to Lessor of its desire to appeal such decision. Lessee shall state in such notice the particulars and grounds upon which it disagrees with Lessor's determination. BCJLS Board of Directors shall make a final determination of responsibility, and any such decision shall be final.

Removal of Effects: Lessor reserves the right upon conclusion of the Term hereof to remove from the Premises all effects remaining thereon and to store the same where it sees fit, in its name or, at its option in the name of Lessee, but at the sole cost, expense and risk of Lessee, and the Lessor shall not be liable in any way to Lessee for any loss or damage to any such effects, relating to the transportation or storage thereof. Lessor shall be entitled to charge to Lessee a reasonable fee for the removal and storage of any remaining effects.

Insurance: Lessee shall, at its own expense, always obtain and keep in force during the terms of this Lease, insurance coverage in favor of Lessee and BCJLS.

Evidence of such insurance shall be set forth on a standard ACCORDTM form and Lessee shall add Bexar County Junior Livestock Show, Inc. as Additional Insureds (without condition or cost to BCJLS) under Lessee Commercial General Liability (including Products and Completed Operations, Liquor Liability, Umbrella Liability and Commercial Automobile coverage).

A Waiver of Subrogation in favor of BCJLS shall be added and evidence on Lessee's Worker's Compensation and Employer's Liability Policy. The Certificate of Insurance shall contain a 30- day Notice of Cancellation provision required notice to BCJLS. Lessee shall email a copy of the Certificate of Insurance to propertyrentals@bcjls.com and shall mail the original certificate to BCJLS, PO Box 1193, Adkins, Texas 78101.

Lessee insurance shall provide limits of general liability of no less than \$1,000,000 Each occurrence and \$2,000,000 General Aggregate/Products and Completed Operations Aggregate. Lessee also shall have an umbrella or excess liability coverage of no less than \$1,000,000 Each Occurrence and \$1,000,000 General Aggregate, Automobile Liability limits shall be no less than \$500,000 Combined Single Limit for Bodily Injury and Property Damage. Lessee shall add an Additional Insured endorsement naming Bexar County Junior Livestock Show, Inc.: as Additional Insureds (without condition or cost to BCJLS), its Commercial General Liability including Products and Completed Operations, and its Commercial Automobile Liability policies.



TEMPORARY USE LEASE AGREEMENT FROM THE BEXAR COUNTY JUNIOR LIVESTOCK SHOW INC.

If Lessee will have employee's working on the Premises, Lessee must provide evidence of Worker's Compensation coverage of at least \$1,000,000 Each Accident, \$1,000,000 Disease-Each Employee, \$1,000,000 Disease-Policy Limit with a Waiver of Subrogation endorsement in favor of BCJLS.

The Additional Insured endorsements for the required insurance policies and coverage shall be in the form of CG 20 37 (07/04) or equivalent wording for the Commercial General Liability Policy, and form TE 99 01B (03-09) or equivalent wording for the Automobile Liability. Waiver of Subrogation endorsement for Workers Compensation/Employers' Liability coverage shall be in the form of WC 420304A or equivalent wording.

If Lessee uses temporary or leased employees, Lessee shall obtain an "Alternate Employers Endorsement" so its Vendor's Workers' Compensation and Employer's Liability Policy, in addition to the Waiver of Subrogation in favor of BCJLS.

Certificates of Insurance must have Additional Insured endorsements and Waiver of Subrogation attached or they will not be accepted.

The above information and insurance requirements, including, but not limited to named Additional Insured and Limits of Liability, are subject to change at the sole discretion of BCJLS.

Indemnification and Release: Lessee agrees to Indemnify and hold harmless BCJLS and each of their respective Directors, Officers, Managers, Employees, Owners, Partners, Agents and Assigns (Together, the "Indemnitees") From and Against any loss, damage, liability, cost or expense incurred by the Indemnitees, or any of them, relating to or arising from any claim, suit, demand, or cause of action brought or asserted by or on behalf of any person or entity, including but not limited to Lessee, base on, arising from, or relating to (i) any breach by Lessee of any of the terms of this Lease, (ii) any act or omission by Lessee or any of its agents, employees, independent contractors, invitees or guests in connection with this lease, including any negligent or willful act or omission, and (iii) Lessee's participation in, involvement with or attendance at any BCJLS event, including all such claims based on, arising from or relating to any negligent or grossly negligent act or omission of any of the Indemnitees.

Lessee hereby releases and discharges the Indemnitees from all claims, liabilities, damages, demands, suits and causes of action based on, arising out of or relating to the foregoing.

The foregoing Indemnification and release provisions are intended to have the broadest possible legal effect and to release and indemnify the Indemnitees from and against all claims, liabilities, damages, demands, suits and causes of action of every sort, known or unknown, foreseeable, or unforeseeable, future or contingent.

Lessee **COVENANTS NOT TO SUE** any person or entity, including, but not limited in any Indemnitee, for or based on any claim or other matter that is released in this document, and agrees not to bring, prosecute, or participate in the prosecution of any suit or action based on or for any such claim or other matter.

Termination: Lessee agrees that Lessor shall have the right to terminate this Lease in the event of breach by Lessee of any of the terms or conditions set forth herein. In the event of such termination by Lessor,



TEMPORARY USE LEASE AGREEMENT FROM THE BEXAR COUNTY JUNIOR LIVESTOCK SHOW INC.

Lessee shall nevertheless remain responsible for all costs, expenses, damages, losses and any other amounts owing pursuant to this Lease.

Theft, Disappearance, or Damage: Lessor assumes no responsibility for and shall not have liability with respect to (i) any theft, disappearance of, or damage to any items, property or merchandise brought onto the Premises by the Lessee, or (ii) any damage, injury, illness, or death of any animal brought onto the Premises by the Lessee.

Force Majeure: The obligations of the parties hereto shall be excused during such time and to the extent that performance of the parties' respective obligations (i) are made impossible by any occurrence or act beyond the parties' control, including, without limitation, any action of elements, riots, fire, war, acts of God, or any ruling, ordinance, law, regulation or pronouncement of any federal, state or local governmental body having jurisdiction over a party hereto, and (ii) such impossibility is not due, or in any way caused by, the fault or negligence of the party seeking to be excused from its obligation hereunder. In the event this Lease is terminated because of any occurrence described in this Section, Lessor shall return to Lessee any portion of the Rental Payment that remains unused after application of the same to all costs, expenses, damages, losses, and other amounts owing under this Lease.

Successors: This Lease shall be binding upon and shall ensure the benefit of the parties hereto and their permitted successors and assignors. Neither party may assign this Lease or any of its respective obligations hereunder without the prior written consent of the other party hereto.

Entire Agreement: This Lease contains the entire understanding among the parties with respect to the subject matter hereof, and no representations, promises, or understanding, written or oral, not herein contained shall be of any force or effort. This Lease shall not be amended except by the written agreement of Lessor and Lessee. No waiver of any provision of this Lease shall at any time be deemed a waiver of any other provision of this Lease, or of the same provision at any other time.

Notice: Any notice required or permitted to be provided hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if sent by first class mail or by a nationally recognized overnight courier with charges prepaid to the party at its respective address as set forth below:

LESSEE: _____

Email: _____

Phone: _____



**TEMPORARY USE LEASE AGREEMENT FROM
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LESSOR: Bexar County Junior Livestock Show, Inc.
ATTN: President and/or Property Rental Coordinator
PO Box 1193
Adkins TX 78101
By email: PropertyRentals@bcjls.com Phone: (210) 201-6757 or (210) 201-3024

Choice of Law; Venue: This Lease shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to principals of conflicts of laws. The venue of any proceeding between the parties arising out of or relating to this Lease or the performance hereof shall lie solely and exclusively in the federal or state district courts located in Bexar County, Texas.

AGREE TO AND ACCEPTED as of the date written below by the undersigned authorized representative of the parties hereto:

LESSOR:

LESSEE:

BEXAR COUNTY JUNIOR LIVESTOCK SHOW, INC.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



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FEES ADDENDUM

1. **Daily Rental:** \$600 per day x _____ days = Total rental fees \$ _____

2. **Rental Deposit:**..... \$350

3. **Water Related Event:** Water events and events expected to use excessive water require an additional fee of \$300 per day added to the daily rental fee.

\$300 per day x _____ days = Total water event fees \$ _____

4. **Restrooms:** "Porta Potties", priced per unit per day (see restroom section).

Regular Style - \$50 per unit x _____ # units = \$ _____

ADA Style - \$75 per unit x _____ # units = \$ _____

Total additional restroom fees.....\$ _____

5. **Animal Pens:**

Small - \$2 per day x _____ days x _____ # units = \$ _____

Large - \$5 per day x _____ days x _____ # units = \$ _____

Total animal pen fees.....\$ _____

6. **Trash Cans:** Large blue cans w/ wheels, lessee may use each rented can(s) for entire Lease term. All trash cans must be emptied by the end of the Lease term.

\$4 per can x _____ # cans = Total Trash Can Fees \$ _____

7. **Dumpster:** Lessee may use the small blue dumpster for the period of the Lease term only. The fee is \$80. If the dumpster must be dumped during the rental period, an additional \$80 fee will be applied for each dump.

Dumpster fee.....\$ _____

Total of All Expected Fees.....\$ _____