



ARENA RENTAL CONTRACT

LSCC ARENA
21627 EVA STREET
MONTGOMERY, TX 77356
936-597-5742

This Arena Rental Contract, dated as of _____ (Agreement) is executed by Lone Star Cowboy Church (LSCC) and Lessee, as defined below.

LSCC hereby rents to Lessee on the terms and conditions contained herein, and Lessee hereby rents from LSCC, those certain Areas of the Property owned by LSCC, which is located at 21627 Eva Street, Montgomery, Texas 77356 (the Property) which are described in Section II of this Agreement (the Arena) to be used for specific purposes as described below. LSCC will retain overall control and administration of the Property, including the Arena, and will enforce all rules and regulations necessary for the proper management and operation of the Property.

I. AGREEMENT

This Agreement is made by and between

NAME OF
ORGANIZATION

CONTACT PERSON
FOR LESSEE

ADDRESS AND
PHONE

Hereinafter referred to as "Lessee" and Lone Star Cowboy Church is hereinafter referred to as "Lessor".

Name, date(s), purpose and description of event or use of the Arena:

II. RENTAL FEES

LONE STAR ARENA Includes access to:

- | | | |
|--------------------------------|-----------------------|-----------------------------------|
| • Covered Arena 150'X300' | • Announcers booth w/ | • Designated parking for trailers |
| • Bucking chutes and back pens | sound system | • Exterior Water |
| • Calf and Team roping chutes | • Grandstand seating | |

Enter number of days requested where applicable:

- Lone Star Arena –This does NOT include access to arena hall/ concession stand:
 - o Friday- Saturday \$1,200 per day Dates: _____
 - o Monday-Thursday \$500 per day Dates: _____
- Arena Hall/Concession Stand when rented with Arena (see Section VI)
 - o Friday- Saturday \$300 per day Dates: _____
 - o Monday-Thursday \$200 per day Dates: _____
- Availability for Sunday events will be determined on a case by case basis.
- Contact Arena Director for pro-rated rentals for multiple day events.
- Holiday(s) adjacent to a weekend will be charged at the weekend rate (i.e. Memorial Day, Labor Day, etc.)

Non-Refundable Reservation Deposit for Arena & Concession Stand (Section VIII) \$ _____

Refundable Damage and Clean-up deposit (Section IX) \$250.00

III. USE

During the term of this Agreement, the Lessee shall be permitted to utilize the Arena for the purpose of conducting the designated scheduled event. Use of the Arena shall be limited to the designated portions of the Property and to the dates and times specified. At the expiration of the period of reserved use, as designated in Section II of the Agreement, the Lessee shall vacate and redeliver possession of the entire Arena to the Lessor in the same condition as it existed at the beginning of the reserved use period, ordinary wear and tear excepted.

The Lessee shall be responsible for the overall conduct of all participants, guests, and spectators involved in the scheduled event or shall otherwise utilize the Property pursuant to the terms of this Agreement. Use and placement of banners, flags, or signs provided by the Lessee shall be approved by the Arena Director and shall not cover existing banners or signs without permission. The Lessee, its employees, guests, invitees, agents and spectators ("Lessee's Agents") shall use the Property in a safe, careful and lawful manner and shall not do any act or suffer any act to be done during the term of this Agreement which will in any way alter, mar, deface or injure any part of the Property.

Lessee shall reimburse Lessor for all costs, expenses, administrative fees and charges incurred or imposed by Lessor to repair any portion of the Property which may be altered, marred, defaced or injured by Lessee, or any of Lessee's Agents. _____ Lessee Initial here

The Lessee shall be solely responsible for conducting the scheduled event or applicable use of the Property including, but not limited to, scheduling, advertising, ticket sales, traffic, parking, crowd control, security and on-site medical services (including ambulance for rough stock events - See Section XIII), as well as all labor, materials and expenses related to the conduct of the scheduled event or other use of the Property. Depending upon the type and nature of the event, the Lessor may require that the Lessee make special provisions to accommodate traffic, security, parking and crowd control, as conditions of approval of this Agreement.

The Lessee shall be solely responsible for making application and paying fees, including, but not limited to, requirements of public health, safety, fire and taxes. The Lessee shall provide copies of all permits to LSCC prior to any event. The Lessee shall be responsible for ensuring observance and conformity to all local codes and regulations, as well as all LSCC rules and regulations as adopted from time to time. This includes the prohibition of any alcohol or tobacco or promotion or sale thereof. The Lessee understands and acknowledges that liquor is not allowed on the premises, for any reason. (The Arena and facilities are a part of Lone Star Cowboy Church; therefore any signage, advertisement, vendor or display should reflect such.)

No access to other areas of church property, including pastures, driveways, or buildings not specifically outlined in Section II above.

IV. INSURANCE

The Lessee shall provide, during the entire term of this Agreement, liability insurance coverage in the amount of \$1,000,000.00 per occurrence. Lone Star Cowboy Church shall be named as an additional insured under each Insurance policy. All such Insurance policies must also provide for 10 days advance notice of cancellation to the Lessor.

The Lessee shall provide Lessor with certificates proving the existence of such public liability coverage no later than 30 days prior to the beginning of the scheduled event or use of the Property. No event will be conducted until proof of insurance and additional insured certificate is filed with LSCC.

_____ **Initial here**

LSCC shall have the right to cancel all of Lessee's reservations for failure to timely comply with the provisions of this Section IV.

V. COGGINS

As required by the Texas Animal Health Commission, organizers of an assembly of equine are required to implement a procedure for review of records on each participating equine to confirm proof of a negative EIA test status prior to allowing entry of the equine into facilities or locations where the animals will be commingled.

VI. CONCESSIONS

Lessee will be responsible for choosing and hiring a concessionaire. The fee for using the Concession Stand is noted in Section II. The choice of concessionaire shall be decided upon at the time of reservation of dates, but no later than 90 days prior to the event date.

VII. HOLD HARMLESS CLAUSE

The Lessee hereby indemnifies and holds LSCC and all of its employees, members, agents and guests harmless from and against any and all damages or claims, incurred, suffered or claimed against the Property, LSCC, its employees, members guests, resulting from or related to Lessee's use of the Arena or any other portion of the Property including, but not limited to, any and all damages resulting from accident, injury or other incidents caused in whole or in part by any negligent act or omission of Lessee, or anyone directly or indirectly employed by Lessee, its guests, agents or invitees.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

Moreover, LSCC requires that Lessee have on file an "Accident Waiver and Release of Liability Form" signed by all participants of the event described in the first section of the Agreement. Such form should be similar to and include the information noted on the one provided at the end of the Agreement.

____ Lessee Initial here

VIII. RESERVATION DEPOSIT

Advance reservation deposit of one-third (1/3) of the rental fee specified in Section II of this Agreement is required upon the execution of this Agreement. **Note that the reservation on the Arena calendar will not be confirmed until the deposit is received.** The Reservation Deposit is **NOT** refundable.

IX. DAMAGE and CLEAN-UP DEPOSIT

Lessee is required to post a damage/clean-up deposit in the amount of **\$250.00** for the Lone Star Arena and the Arena Hall/Concession Stand, to insure that any damage or clean-up as a result of the event or use of the Arena (including all areas noted in Section II) and Arena Hall/Concession Stand (if applicable) is properly repaired or cleaned. The damage deposit consists of any damage or clean-up not repaired or cleaned by Lessee prior to the termination of this Agreement will be repaired or cleaned by LSCC, if it elects, and the costs incurred by LSCC will be deducted from the Damage and Clean-Up Deposit. Examples of clean-up include trash removal, leaving the announcers booth in order, kitchen cleaned and in order, restrooms picked up, and paved parking lot cleared of trash and animal waste. If the applicable repair and clean up costs exceed the Damage Deposit, Lessee will be billed for the difference. If there is no damage, or if the repairs or clean up do not exceed the Deposit, the balance will be refunded to the Lessee.

X. FINAL PAYMENT

The Lessee shall make final payment to the church office, located at the address noted at the beginning of this agreement, 30 days prior to the event or it will result in the cancellation of the scheduled event.

XI. CANCELLATION

In the event it is necessary to cancel the event, Lessee must cancel the Agreement a minimum of 30 days prior to the first date of the event, as noted in the first section of this Agreement, in order to receive a refund, less the non-refundable deposit. Refunds may take up to 14 days to receive.

XII. RIGHT OF ENTRY

The Lessor reserves the right to have its employees and agents enter the Arena or Concession Stand at any time for the purpose of inspecting the Lessee's operation of the Property, or to perform maintenance activities.

XIII. AMBULANCE

It is the recommendation of LSCC that the Lessee shall cause, at its sole cost and expense, an ambulance to be present at the Property during all promotions of the entire event or use of the Arena pursuant to the terms of this Agreement. LSCC requires that the Lessee shall cause, at its sole cost and expense, an ambulance to be present at the property during rough stock events (e.g. bull riding, saddle bronc, bareback riding) and during other events at the discretion of LSCC.

XIV. ACKNOWLEDGEMENT

By signing below, both parties understand and acknowledge this Agreement in its entirety.

CONTACT PERSON FOR LESSEE

DATE

Title: _____

LESSOR Lone Star Cowboy Church By:

DATE

Title: _____



ADDENDUM TO ARENA RENTAL CONTRACT

LSCC ARENA
21627 EVA STREET
MONTGOMERY, TX 77356
936-597-5764

XV. Additional services

Additional services may incur a separate fee based on the scope of work and materials, as determined by the Lessor.

- ☐ None requested
- ☐ One-time fee of \$ _____
- ☐ Hourly rate of \$ _____ per hour

Description of set up requested:

Payment for additional services is due at the time of contract signing and is non-refundable after work is complete.

Lessee initial _____

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Name of the Arena Activity or Event: _____ Date(s) of Activity or Event: _____

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity, event or event area, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity, event or event area.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity, event or event area.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event area, THE FOLLOWING ENTITIES OR PERSONS: Lone Star Cowboy Church and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity, event area or event sponsors, activity or event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, event or event area, whether caused by the negligence of release or otherwise.

I acknowledge that the Lone Star Cowboy Church and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity in an event area on behalf of the Lone Star Cowboy Church.

I acknowledge that this activity, event or event area may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity, event or event area.

I understand that at this event, event area or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

_____	_____	_____	_____
Print Participant's Name	Age	Signature (if under 18 years old, Parent or guardian must also sign)	Date

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

_____	_____	_____	_____
Print Participant's Name	Age	Signature of Parent or Guardian	Date



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Summary of Key Dates

Event date (first day of event) (Section II)				
Activity	Minimum Timeframe	Amount due	Due date (on or before)	Date Received
Contract signing date	90 days prior to event	--		
Reservation deposit* ($\frac{1}{3}$ of rental fee) (Section VIII)	At time of signing	\$		
Damage and Clean up Deposit (Section IX)	At time of signing	\$		
Additional services fees, if applicable (Section XV)	30 days prior to event	\$		
Final Payment (Section X)	30 days prior to event	\$		
Certificate of Insurance (Section IV)	30 days prior to event	\$		
Choice of Concessionaire, if applicable (Section VI)	30 days prior to event	\$		

Note that the reservation will not be confirmed until the deposits are received.

*The reservation deposit is **NOT** refundable.