Lten#39

WEBB COUNTY FAIRGROUNDS Rental Agreement

of the	State of Texas, hereinafter called County, and hereinafter, Renter.				
	WITNESSETH: WHEREAS, Renter desires to secure from County certain rights and privileges and to permission from County to use the Webb County				
	THEREFORE, County hereby rents to Renter the Webb County Fairgrounds (A/K/A International Fair and Exposition Downs).				
1.	County hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:				
	See Exhibit A				
2.	County may rent all or part of the premises (exclusive of the area rented to Renter) to Concurrent Users on the terms agreed to by and between Landlord and Concurrent Users.				
3.	The occupancy shall be limited to 2500 attendees, and shall be for no other purpose or purposes than: Car show with live music (concert), food vendors, exhibitors, wrestling matches and vendors (Purpose)				
4.	Renter agrees to pay to the County for the rights and privileges hereby granted, the amounts and in the manner set forth below for use of the following premises:				
√ √ √	Concert Stage and Concert Grounds (parking included) LIFE Pavilion (parking included) Branding Iron Restaurant (parking included) Vendor Pavilion (parking included) Red Barn/Mechanical Arts Building (parking included) Covered Patio (parking included) Rodeo Arena (parking included)				
	\$ 750.00 (Deposit)				
	\$ 3000.00 (Rental fee)				

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Rental Agreement

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5.	Renter	shall	have	possession	of the	premises	trom:

Event Set Up:	(Date/s)	From: 5:00 p.m. (Time)	To: 1:00 p.m. (Time)
Event:	(Date/s)	From: 6:00 a.m. (Time)	To: 6:00 p.m.
Event Clean-up:	(Data/c)	From: 8:00 a.m.	To:

- 6. As part of this rental agreement, Exhibits "A" "B" "C" and "D" which are incorporated herein, as if set out in full for all intents and purposes, and made a part of this Rental Agreement.
- 7. County and the designated Fairgrounds Manager shall have the right to enter and monitor the premises.
- 8. The County designates LIFE, Inc. as the Fairgrounds Manager for the term of this agreement.

9. **INDEMNIFICATION:**

RENTER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, WEBB COUNTY, THE DESIGNATED FAIRGROUNDS MANAGER OF THE FAIRGROUNDS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, 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 WEBB COUNTY OR THE DESIGNATED FAIRGROUNDS MANAGER OF THE FAIRGROUNDS, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO RENTER'S ACTIVITIES UNDER THIS RENTAL AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF RENTER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB-LICENSEE OF RENTER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES OR BY RENTER'S INVITEES, LICENSEES, RELATIVES, FRIENDS, AND THEIR RESPECTIVE INVITEES OR LICENSEES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS RENTAL AGREEMENT; ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO WEBB COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF

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Rental Agreement

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. RENTER SHALL PROMPTLY ADVISE THE LESSOR IN WRITING OF ANY CLAIM OR DEMAND AGAINST RENTER KNOWN TO THE RENTER RELATED TO OR ARISING OUT OF RENTER'S ACTIVITIES UNDER THIS RENTAL AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT RENTER'S COST. WEBB COUNTY AND THE DESIGNATED FAIRGROUNDS MANAGER SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING RENTER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

- 10. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of the County.
- 11. The Webb County Fairgrounds Rental Policies & Procedures (Rev: March 2019) are made a part of this agreement, s incorporated herein by reference as if set out in full for all intents and purposes, and Renter acknowledges, represents and confirms that he has read this agreement and the Webb County Fairgrounds Rental Policies & Procedures (Rev: March 2019) and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
- 12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rental Policies & Procedures referred to herein, all payments for this rental space shall be deemed earned and non-refundable by the County and the County shall have the right to occupy the space in any manner deemed in the best interest of the County.
- 13. This agreement is not binding upon the County until it has been duly accepted and signed by its authorized representative.
- 14. Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- 15. Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 16. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
- 17. Law of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

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Rental Agreement

- 18. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.
- 19. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
- 20. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
- 21. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- 22. Waiver. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- 23. Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- 24. Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- 25. Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.
- 26. Immunity. Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.



WEBB COUNTY FAIRGROUNDS Rental Agreement

(Webb County)	(Signature of Renter)
	Javier Montemayor
(Printed Name Webb County Representative)	(Printed Name of Renter)
	Club Representative on behalf of Brown Impressions Car Club
(Date)	(Title)
	(Date)





WEBB COUNTY FAIRGROUNDS Fee Schedule

Not Applicable



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Webb County FAIRGROUNDS

Rental Policies & Procedures



Rental Policies and Procedures

Thank you for considering our facility for conducting your upcoming function. The Webb County Fairgrounds is available for private/public rentals in accordance with the following terms and conditions:

1. **RESERVATIONS:** All reservations *must* be made by applying at the Webb County Judge's office 1000 Houston Street, 3rd floor, Laredo, Texas, 78040 from 8:00 a.m. to 5:00 p.m., Monday through Friday (excluding county holidays). Reservations will be taken on a first-come, first-serve basis in accordance with the guidelines and policies of the County. It is the policy of the County to make the Fairgrounds facilities available for rental under the terms and conditions set forth herein, to as broad a spectrum of groups and individuals of the County as is feasible. The County reserves the right to adopt rules and fees schedules that promote this policy and to make changes to the rules and fee schedules at the County's discretion.

A deposit for each event is required and must be paid at the time a reservation is made. The deposit, which is in addition to the rental fee, shall equal twenty-five percent of the rental fee. All rental fees must be paid in full five days prior to the event.

- 2. COMPLIANCE WITH APPLICABLE LAWS: Renter is required to be present at all times at the facility and available to County personnel during the entire course of the rental period. Renters using the facilities shall comply with all federal, state and local laws. Furthermore, Renter assumes full responsibility and liability for the acts and omissions of all invitees, licensees, contractors, vendors, guests, relatives, friends and their respective invitees and licensees with respect to the rental.
- 3. INSPECTION OF PREMISES: Lessee acknowledges that it has made an inspection of the Leased Premises, finds the same suitable for its intended purpose, and accepts the Leased Premises in its present "AS-IS" condition. Lessor does not warrant that the Leased Premises are free of defects or any other hazards, and Lessor further does not warrant that the Leased Premises are in compliance with federal, state or local codes for health, safety, or accessibility, including but not limited to, the requirements as set forth by the Life Safety Code, the Fire Marshal, any health code, the Department of Environmental Protection and all other such regulatory agencies.
- 4. ALCOHOLIC BEVERAGES: The sale, consumption or distribution of any alcoholic beverage(s) at the Fairgrounds is expressly prohibited unless duly authorized by the County's designee prior to the event. The County will determine the number of security personnel required on an event-by- event basis. During the course of an event where alcohol is served, the County reserves the right to require additional security personnel, limit the number of invitees, or to end the event at any time if the County determines

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Rental Policies and Procedures

continuation of the event will jeopardize public safety. If your event is ended before the scheduled time, no refund of any rental fees will be due to Renter.

Beer Sales in all buildings are subject to a Temporary Beer License to be paid by Renter. For information or questions concerning the sale of alcohol please contact the Texas Alcoholic Beverage Commission at McAllen Office - Licensing and Enforcement/Audit and Investigations Personnel, Nightingale Plaza, 6521 North 10th Street, Suite D, McAllen, TX 78504, (956) 687-5141, Fax: (956) 687-5585, 8:00 am - 5:00 pm Monday - Friday. If the Texas Alcoholic Beverage Commission denies such license, Webb County will not be responsible. Webb County must approve all concession stands. Glass bottles of any kind are prohibited.

5. RENTAL FEES: The facility is available for rental seven days a week. The facility may be reserved in advance with the payment of the appropriate deposit and rental fee as shown on the attached schedule. No facility rentals will be available for a period of time before, after or during the Laredo International Fair and Exposition. Failure to vacate the premises within 30 minutes of the event end time will result in a charge of \$25 per quarter hour deducted from the deposit.

Please be advised that a \$25.00 administrative fee may be charged to facilitate any changes made within seven (7) days of the scheduled rental. This does not include fees associated with additional hours, additional security, etc.

- 6. CLEAN UP: At the end of any scheduled event, it is the responsibility of Renter to clean and return the facility, including restrooms, to the same condition as when Renter received access to the facility. This responsibility includes:
 - A. Cleaning and neatly returning tables and chairs to their original location;
 - B. Sweeping floors;
 - C. Removing decorations and signage; and
 - D. Properly disposing all trash in supplied canisters/dumpsters. Events whose waste exceeds capacity of the provided canisters/dumpsters must make additional arrangements, at their own cost, for additional canisters/dumpsters.
 - 1. Renters who fail to return the facility or grounds, to the same condition as when they received access will have all or a portion of their deposit forfeited. In addition, the expenses from any damage in excess of the deposit will be the responsibility of Renter. Renter understands that Renter shall be responsible for payment of any and all reasonable repairs where damages exceed the amount of the Security/Damage Deposit. County will provide a statement to Renter of any damages in excess of the deposit and Renter shall pay the invoice within ten (10) business days from the date of the statement.
- 7. **SECURITY:** Security and associated security fees are the responsibility of Renter and are payable separately to the security company retained by Renter. The type of activity will

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Rental Policies and Procedures

determine security requirements. The Fairground Manager or Law Enforcement Officers have the right to end an event at their discretion.

- 8. COUNTY FUNCTIONS: Programs conducted by the County will be given priority over any reservation requests. The County reserves the right to cancel any reservation that may conflict with a County sponsored event or activity. Every effort is made to minimize and/or eliminate the likelihood of such an occurrence.
- 9. YOUTH GROUP RESTRICTIONS: Events that are composed of youth seventeen (17) years of age and younger must have at least one (1) adult chaperone present at all times for each fifteen (15) youth in attendance. Failure to comply may result in ending the event early and deposit forfeiture.
- 10. DECORATIONS: All decorations attached to the physical structure (walls, ceilings, etc.) of the facilities must be pre- approved by Webb County, nails, tacks and screws are prohibited. Tape, of any kind, is not allowed on tables, floors, walls or ceilings. Dance waxes, birdseed, rice, or similar items are prohibited at the facilities or on the grounds of the Fairgrounds. This is for user safety and the protection of the integrity of the Fairgrounds. Please be advised that if any such materials are used, you will forfeit your deposit, regardless of whether you took appropriate measures to clean the materials up. SMOKE MACHINES ARE NOT ALLOWED
- 11. SIGNAGE: No banners, flags, temporary signs, or similar visual effects may be attached to buildings, canopy structures, fences, lights, sign posts, trees or secured by staples, nails, screws, tape or other means that may cause damage to structures or amenities.
- 12. TABLE COVERINGS: Table coverings are required on any table where food, beverage, paints or other liquids will be consumed or placed. Plastic, paper or cloth varieties are allowed. Table coverings must not be stapled or taped to tables. Any damage to table surface will result in replacement cost of table deducted from deposit.
- 13. TABLES AND CHAIRS: The use of tables and chairs are provided at no charge, for which Renter is responsible for set- up and takedown. Renters are prohibited from removing tables and chairs from buildings.
- 14. PERSONAL LOSSES AND DAMAGES ARISING AT RENTAL: Webb County is not responsible for lost, damaged or misplaced property placed at any facility or grounds. Furthermore, Renter agrees that the County is released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained arising out of the use or occupancy of the Fairgrounds facilities or grounds.
- **15. FACILITY ACCESS:** Arrangements will be made with Renter to open and close the facility. In the event of an emergency, please contact the Sheriff's Office Dispatch at (956) 523-4408 for assistance.

Exhibit C

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Rental Policies and Procedures

- **16. PARKING:** Parking for guests and contractors is available on the Fairgrounds. All fire lanes and handicapped parking notices must be observed and compliance is required.
- 17. TENTS: Tents may be brought in and set-up during arranged event set-up times. All tents must be secured via water barrels only. No stake style tents will be allowed on the grounds for safety reasons.
- **18. FIRE CHIEF:** Fire code shall be enforced at all events by the Fire Chief personnel.
- **19. ELECTRICAL CONDUITS:** Nothing shall be attached by Renter to electrical conduits. Any event needing electrical tie-in requires approval of management and a licensed electrician at Renter's own cost.
- **20. VEHICLES INSIDE BUILDINGS:** Vehicles, boats, and equipment are not allowed inside buildings without approval from Fairgrounds Manager. All vehicles, boats, and equipment batteries must be disconnected per Fire Chief instructions. Renter shall not store any motor fuel inside any building. Fuel tanks on vehicles, boats and equipment on display will be secured in accordance with instructions by the Fire Chief.
- 21. FIREWORKS: Absolutely no fireworks are allowed on Fairgrounds property.
- 22. OPEN FLAMES: <u>Absolutely no open flames</u>, flame producing devices or any flammable and/or combustible materials are allowed inside the facilities. <u>This includes, but is not limited to, the following: candles, torches, incense burners, charcoal grills, sterno burners, etc.</u> Failure to comply with this requirement will cause forfeiture of deposits, regardless of whether Renter attempted to remedy and clean up any resulting mess or damage. For outdoor cooking see **ELECTRICAL CONDUITS**, above.
- 23. COOKING: Cooking is allowed only in the designated and posted areas inside certain facilities. Upon approval of County, cooking may be conducted in certain areas other than the designated kitchens and Renter will be responsible for providing and paying for Fire Security. In addition to Fire Security, only approved portable cooking equipment may be used. The heating only of food will not require the attendance of Fire Security, but may require inspection by Fire personnel of equipment prior to use to ensure safe operation. Approved Cooking Equipment: LP-gas fueled cooking appliances must meet the requirements of NFPA 58

General Cooking:

- All food vendors shall have a current and passing inspection issued by the City of Laredo Health Department.
- Cooking booths outdoors shall be separated by a minimum of 10'. This does not apply to warming devices with no open flame or heat.
- Cooking and Heating is prohibited within 10' of an exit or combustible materials.
- No storage of LP-gas is allowed in any tent or canopy and/or cabinet.

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Rental Policies and Procedures

- Commercial cooking done inside a trailer shall be required to have a Type I hood system that is UL300 or UL300A rated if using deep fat frying.
- Must have an approved 2A:10BC fire extinguisher for each canopy or tent and within 30' of the cooking area.
- If vegetable or animal fat is present, a Class K extinguisher is required and must be disposed in accordance with state law and county/city regulations.
- All gas, solid, or liquid fuel burning inside a trailer must be vented to the outside with an approved venting system and spark arrestor.
- Glass bottles are prohibited.
- **24. THERMOSTAT CONTROLS**: Thermostats can only be adjusted by Fairgrounds personnel. Any adjustments to thermostats by Renter or any of Renter's guests will result in Renter's financially responsibility for increased usage costs and/or any damage caused by tampering with thermostats.
- **25. RODEO ARENA/BARNS**: Renter is responsible for complete clean up of the rodeo arena/barns and leaving rodeo arena/barns in good condition.
 - No clean out of horse/livestock trailers in the parking area is allowed, please dispose of all manure in the appropriate areas provided.
 - Please clean stalls/pens and dispose of all used feed or bedding products in appropriate areas.
 - Please dispose of all garbage in the appropriate garbage cans or dumpsters.

Renter must properly dispose of all animal feces, manure and shavings in supplied dumpsters. Events whose waste exceeds capacity of the provided dumpsters must make additional arrangements, at their own cost, for additional dumpsters.

The rodeo arena will be groomed and watered, as needed, prior to use, but any additional tractor /driver times will be charged \$25 per hour. Renter may provide at their own cost suitable arena preparation equipment, including drag, water truck, etc.

Equipment, including arena panels, fencing, water troughs, etc. may not be moved without prior authorization. No additional material may be added or alterations made to the footing of the arena.

No horses are to be tied to fences, arena rails or chain link fence. No overnight stabling unless otherwise requested or approved.

26. CANCELLATIONS: Any cancellation must be requested by Renter in writing to the Webb County Judge. Cancellation fees will be deducted from the deposit paid at the time of reservation prior to any refund, if applicable, and will be made only to Renter, as provided on the application. The following refund schedule shall apply to all rentals:

A. 45 business days or more notice of cancellation:

Full Refund

B. 20 thru 44 business days notice of cancellation:

50% Refund

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Exhibit C

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Rental Policies and Procedures

C. 0 thru 19 business days notice of cancellation:

0% Refund

- 28. HOLIDAY RATES: Holiday Rates are applicable for all groups renting any facility at the Fairgrounds on County- observed holidays, including but not limited to the .following days: New Year's Eve, New Year's Day, Good Friday, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Rentals for holidays are at a premium rate of 125 % of the regular rate. Any cancellations made for holiday reservations will not be refunded.
- **29. FACILITY MONITOR:** Upon the conclusion of any rental, a Fairgrounds Representative will inspect the condition of the premises and verify that the premises have been left in the same condition as received. A final rental report form will be completed to acknowledge that all rental responsibilities have been met and that a deposit or a portion thereof, will be refunded.
- **30. INFLATABLE JUMP/BOUNCE HOUSES:** Any inflatable jump/bounce houses will comply with V.T.C.A., Occupations Code § 2151.101 be used at Renter's and his her guests, invitees and licensees risk. Webb County will not be responsible in any manner for any injuries sustained from any use or installation of inflatable jump/bounce houses.
- **31. REFUNDS:** Any applicable refunds will be in form of a check payable to Renter as provided on the application and sent by regular mail to the address provided on the rental application 4 to 6 weeks after the event.
- **32. INSURANCE:** Liability insurance for events open to the public is required and the responsibility of Renter. A certificate of insurance must be presented to Webb County five working days before the Renter takes possession of the premises. Requirements for liability insurance will be set by Webb County, and must name Webb County as additional insured.
- **33. ANIMALS**: Animals (except service animals) are prohibited from the Fairgrounds unless approved in advance, in writing by the Fairgrounds Manager. Approval will be given for animal events which would include livestock shows, rodeo, horse riding, dog shows etc.

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WEBB COUNTY FAIRGROUNDS Rental Policies and Procedures Acknowledgement

abide by them responsible for	in their entirety. I further acknowledge and agree that I will be financially or any and all damages that may occur during my use of the Fairgrounds, who actually caused the damage. Further, I agree as follows:
	I have been provided a copy of the Alcoholic Beverages Policy and will comply with the terms contained therein. I understand and agree that failure to comply with policies, laws and rules regarding alcohol will result in forfeiture of all deposits.
	I understand and agree that glass bottles of any kind are not allowed.
	I understand and agree to the security requirements and I will contact the Webb County Fire Chief's Office to obtain adequate security for my event.
	I understand and agree that my failure to obtain security as provided in the Rules & Regulations will result in forfeiture of my deposit.
	I understand and agree that my deposit will be forfeited if I do not leave the facility in the same condition as received.
	I understand and agree that tape, of any kind, may not be used on any tables, floors, walls or ceilings.
	I understand and agree that use of nails, tacks, and screws are strictly prohibited.
	I understand and agree that any my deposit will be deducted the replacement cost for any damages to table and/or chairs.
	I understand and agree that no open flames are allowed at any time, including but not limited to candles, torches, burners, grills, etc. I further understand and agree that no fireworks of any kind are permitted.
	I understand and agree that dance wax, bird seed, rice and smoke machines are prohibited.
	I understand and agree to the cancellation fees as specified in the Rental Policies & Procedures.



WEBB COUNTY FAIRGROUNDS Rental Policies and Procedures Acknowledgement

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 I agree and understa Barns.	and the rec	quirements	for use of	the Rodeo	Arena and	the
 I understand and ag a substitute for read am responsible for a Procedures, regardle	ling the en all require	tire Rental ments conta	Policies & ained in the	k Procedure ne Rental P	es. I know olicies &	that I
(Signature of Renter)						
(Printed Name of Renter)						
(Title)						
(Date)						

Rev: Mar 2019

Exhibit D DRAFT