



## UPTON COUNTY, TEXAS FACILITY RENTAL CONTRACT

Rules and Regulations should be read and understood prior to signing this rental agreement.

Violations will result in deposit forfeiture.

1. **RESERVATIONS:** All reservations must be made through Deanna Goff (located at Rankin Park building) or Alma Martinez (located at McCamey Park Building) on a first come, first serve basis. All rentals of Upton County Facilities or grounds will require a Facility Rental Contract signed between the Renter and Upton County through its duly authorized representatives. A reservation will be considered confirmed only upon the receipt of the deposit. No oral agreements for the use of Upton County facilities will be valid. Renter shall not be allowed to sublease any Upton County facilities or grounds.
2. **RIGHT TO APPROVE PERFORMANCES AND EVENTS:** Upton County retains the exclusive right to deny access for any event which may be offensive, inappropriate, unsafe, unsuitable, or violates the expressed nature of event. In such case, Upton County may immediately cancel this Agreement without advance notice and without refund of deposit.
3. **SERVICES:** Rental fees include the use of specific facility listed, limited electrical service and no custodial service.
4. **SECURITY:** Security may be required at events in Facilities at the discretion of the Upton County Commissioner's Court.
  - a. Renter SHALL employ a certified peace officer if: 1) alcohol will be consumed at the event and 2) the event will extend past 7:00 PM.
  - b. The Texas Peace Officer fee will be determined by the specific officer and paid directly to him/her. Renter must obtain security five days in advance of event and provide proof of such to the facility coordinator.
  - c. In the event that a function noted as "Non-Alcohol Event" has alcohol present, the Upton County Sheriff's Office will be notified, which may lead to the function being shut down and no deposit being returned.



5. **PAYING OF FEES:** All facility charges and deposits must be paid BEFORE the function begins. No function will be allowed to take place without a signed contract and full payment and deposit in advance.
6. **RESPONSIBILITIES:** Renters will be responsible for set-up, tear-down, clean-up (including trash disposal) before, during, and after their event. Renter is to provide all necessary equipment, materials, and labor for their event.
7. **DAMAGES:** Renter will be responsible for all loses or damages caused by neglect, abuse or misuse, occurring during the rental period. Upton County will not be held liable for any damages, injuries or losses occurring in connection with any event or activity at the Facility. A full inspection of the facility will be conducted after each function to check for damages. If any damages are found, the RENTER will be responsible and the repairs deducted from the deposit. The RENTER is responsible for removing all decorations and personal belongings.
8. **FIRE AND SECURITY:**
  - a. The RENTER is responsible for providing enclosed glass containers for all candles. No other open flames or combustible materials for decorations will be allowed. Fireworks of all types, including sparklers, are prohibited anywhere on Upton County property. It is a condition of this rental agreement, that the RENTER contact the Fire Marshal for determination of necessary security and costs thereof, should the event be of the above described nature.
  - b. Upton County may require police, fire or paramedic personnel for events which may have high anticipated attendance, sport/athletic events or any public assembly when, in the opinion of the Upton County Sheriff's Office or Fire Departments, public safety is essential. RENTER shall employ one or more qualified persons, as required and approved by Upton County, to be on duty.
  - c. Regular exit doors, emergency doors, corridors, walkways and fire extinguishers shall not be blocked. Emergency exit doors shall be used for emergencies only. An accessible fire lane should be maintained to all fireplugs. All marked fire lanes will be kept open at all times. RENTER shall attach nothing to electrical conduits.
  - d. Cooking is not allowed (except in appropriate kitchens or as a demonstration during an event) in any facility without first obtaining special permission.
  - e. The rated occupant capacities of the building facilities are posted in the building. It is the RENTER'S responsibility to conform to these capacity ratings. The Fire Marshal will enforce such capacities at all events.



9. **LIABILITY INSURANCE:** Upton County does NOT provide liability insurance coverage for any outside organization.

10. **ARENA USERS:** Coggins test verification: Renters will be responsible for verifying that all equine participants have current negative Coggins record. Failure to comply with this verification will prohibit renter from renting the facility.

11. **ALL PARK and BUILDING RULES SHALL BE FOLLOWED.**

12. **DEPOSITS:** Deposit is in addition to Rental Fee. All deposits are mandatory and must be pre-paid. Deposits will be refunded if areas rented are left clean, undamaged, and trash hauled off to dumpsters.

13. **FACILITY CHARGES AND DEPOSITS:**

|                                   | Deposit | Fee  |
|-----------------------------------|---------|--|
| <u>Pavilions</u>                  | \$50    | \$25   |
| <u>Park Building</u>              | \$100   | \$50 Non-Alcohol Event<br>\$100 Alcohol Permitted Event<br>\$25 Day Rental (Ends before 6pm) |
| <u>Horse Stall</u>                | \$0     | \$25 (monthly Fee)   |
| <u>Midkiff Community Building</u> | \$100   | \$50   |
| <u>Dunbar Hall</u>                | \$100   | \$50   |
| <u>Dunbar Kitchen</u>             | \$50    | \$0  |
| <u>4H Building</u>                | \$250   | \$200  |

\*\* All profitable events held at the Dub Day Arena must be approved at Commissioner's Court

\*\* No out of county residents are allowed to rent any Upton County facility

\*\* All for-profit events require approval from Upton County Commissioner's Court

\*\* Funeral events are at no charge

\*\* Any organization wishing to have fees waived must be approved at Commissioner's Court





## INDEMNITY

RENTER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, COUNTY AND ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF COUNTY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COST, 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, BODILY INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON COUNTY, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO RENTERS ACTIVATES UNDER THIS RENTAL AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF RENTER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUB-RENTER OF RENTER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS RENTAL AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COUNTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATIONS ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHER, TO ANY OTHER PERSON OR ENTITY.

UPTON COUNTY FACILITY: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_ EVENT HOURS: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

Renters Name: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Renter's Address: \_\_\_\_\_

Driver's Lic. No. : \_\_\_\_\_ State: \_\_\_\_\_

Alcoholic Beverages:

- ☐ Yes
- ☐ No

\* If permitting alcohol, security is required. Security must be obtained five days in advance of event. *See Rules and Regulations*



RENTAL FEE: \_\_\_\_\_ Cash\_\_\_\_\_ Check\_\_\_\_\_ Money Order\_\_\_\_\_

DEPOSIT: \_\_\_\_\_ Cash\_\_\_\_\_ Check\_\_\_\_\_ Money Order\_\_\_\_\_

I, \_\_\_\_\_, have read and understand the terms and conditions set forth in this agreement. I also understand that should any portion or section of the rules and regulations or any portion of the Rental Contract be violated, it shall constitute a breach of the contract and a forfeiture of the deposit. I further understand that I will be entitled to a refund should it become necessary to cancel this agreement within 72 hours of contract date. Any exceptions to the terms and conditions stated in this agreement must be approved by the Upton County Commissioners Court.

\_\_\_\_\_  
RENTERS SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RENTERS PRINTED NAME

\_\_\_\_\_  
COMMISSIONERS SIGNATURE

\_\_\_\_\_  
DATE