

# LEASE AGREEMENT—OLLIE LINER CENTER

This Lease Agreement is made between Hale County, Texas (“County”), acting by and through its duly authorized representative, and \_\_\_\_\_ (“Lessee”).

## 1. Definitions

1.1. “Event,” as used herein, means the purpose for which Lessee has leased the Ollie Liner Center under this Agreement as stated in Exhibit A hereto.

1.2. “For-profit event,” as used herein, means any event organized and held by a lessee that is not a non-profit or charitable organization, or from which the proceeds shall go to the enrichment of Lessee rather than a non-profit or charitable organization.

1.3. “High-risk event,” as used herein, means any activity with a high risk of injury or death to participants.

1.4. “Non-profit event,” as used herein, means any activity from which all of the profits will be donated to a non-profit or charitable organization. An event sponsored by a person or entity other than a non-profit or charitable organization, but from which all the proceeds are donated to a non-profit or charitable organization, shall still be considered a non-profit event.

1.5. “Ollie Liner Center,” as used herein, means the building located in Plainview, Texas, known as the Ollie Liner Center, any part of that building, and the grounds and parking lots surrounding that building.

1.6. “Participant,” as used herein, means any person attending, whether by the express or implied invitation of Lessee, Lessee’s event.

1.7. “Youth -oriented organization,” as used herein, shall include any group sponsored by a public school district, a private elementary or secondary school, the Texas AgriLife Extension Service, a church, or a non-profit organization: (1) whose membership is composed primarily of persons under the age of 18; or (2) whose program of service is directed primarily to persons under the age of 18.

## 2. Lease Agreement

2.1. For consideration given as stated herein, Lessee hereby leases and hires from

County the Ollie Liner Center. Lessee shall have use of the portions of the Ollie Liner Center that are marked on Exhibit A hereto, which is hereby incorporated by reference herein, the same as if fully copied and set forth at length.

2.2. The portions of the Ollie Liner Center marked on Exhibit A are leased to Lessee for the purpose of Lessee's event, which is also stated on Exhibit A. Use of the Ollie Liner Center by Lessee for purposes not stated on Exhibit A is prohibited.

2.3. Lessee shall pay County, in advance, the total sum stated on Exhibit A for rent.

2.4. Lessee understands that a single member of the Commissioners Court may not bind the rest of the Commissioners Court or County. Lessee further understands that only a majority vote of the Hale County Commissioners Court in a duly-called and posted meeting of that body can approve any modification to this Agreement.

2.5. This Agreement shall be for the term shown on Exhibit A as the dates for Lessee's event and use of the Ollie Liner Center. This Agreement shall terminate at the end of the last date shown on Exhibit A; this Agreement shall not renew or extend, except by written agreement of the parties.

### **3. Premises Leased**

This Agreement shall be effective and shall give Lessee a leasehold interest in only the parts of the Ollie Liner Center marked on Exhibit A. If the entire premises are not leased, Lessee agrees not to enter any other parts of the Ollie Liner Center not marked on Exhibit A. Lessee also agrees to prohibit entry by participants in Lessee's event into those parts of the Ollie Liner Center not marked on Exhibit A.

### **4. Deposit; Cleaning Deposit**

4.1. Lessee agrees to pay County, in advance, the stated on Exhibit A as a deposit to secure reservation of the premises. Said deposit shall be credited toward the total rent due under this Agreement, and shall be non-refundable.

4.2. Lessee agrees to pay County, in advance, the sum stated on Exhibit A as a cleaning deposit, as determined to be necessary by County's designated representative.

4.3. Lessee will not receive a refund of part or all of the cleaning deposit, however, to the extent that County incurs extraordinary costs related to cleaning or repairing the Ollie Liner Center because of damage or extraordinary uncleanliness caused by Lessee, a participant, or the event.

4.4. Lessee should note any preexisting defects, faults, or other unclean condition of the Ollie Liner Center prior to taking possession at the beginning of the Lease Agreement, as stated above. Lessee must bring such conditions to the attention of County's representative prior to taking possession of the Ollie Liner Center for Lessee's event.

4.6. Lessee understands that, upon surrender of the Ollie Liner Center in satisfactory condition to County following Lessee's event, Lessee will receive a refund of this cleaning deposit. County shall have no more than thirty (30) days in which to determine how much of the cleaning deposit, if any, will be retained by County because of necessary additional cleaning or repairs. County will provide Lessee with a written statement detailing the extraordinary cleaning or repairs and their cost to the County. Lessee shall be liable to the County for any cost of extraordinary cleaning or repairs over the amount of the cleaning deposit.

## **5. Entry to Premises**

5.1. County's authorized representative shall lock and unlock the premises each day during Lessee's event. The premises shall be locked no later than 11:00 P.M. each evening, and shall be unlocked no earlier than 5:00 A.M. each morning. Lessee shall be responsible for informing County's representative of the actual times needed for locking and unlocking the premises.

5.2. County takes no responsibility for Lessee's property, or the property of any participant in Lessee's event, that is left in the Ollie Liner Center overnight. Lessee is responsible for providing any necessary security during Lessee's event.

## **6. Liability Insurance; Indemnity Provision**

6.1. Lessee, during the term of the lease period, agrees to assume all liability for any claims, causes of action, or other incidents arising from Lessee's use of the premises or any of Lessee's activities on the premises. County, at County's discretion, may require Lessee to obtain liability insurance with coverages in an amount deemed suitable by County. If Lessee has, or is affiliated with an entity that has, a blanket liability insurance policy, Lessee shall provide proof of such coverage to County prior to Lessee's use of the premises.

6.2. Lessee agrees to indemnify, save, and hold harmless County for any claims, causes of action, or other demands made by third parties arising from Lessee's use of the premises or activities on the premises.

**6.3. Nothing herein shall alter County's immunity from suit or liability under current law. No waiver of sovereign or official immunity is made herein.**

## **7. Care and Use of Premises**

7.1. Lessee may make no permanent alterations to the Ollie Liner Center, and Lessee must obtain approval from County's designated representative to make any temporary alterations to the Ollie Liner Center. Lessee shall restore the Ollie Liner Center to its state at the time that Lessee took possession under this Agreement.

7.2. Lessee agrees to keep the Ollie Liner Center in a clean, orderly, and undamaged condition. Lessee shall police the grounds and premises during Lessee's event, and Lessee shall ensure that all trash is placed in an appropriate receptacle. Lessee should note any preexisting defects, faults, or other unclean condition of the Ollie Liner Center prior to taking possession at the beginning of the Lease Agreement, as stated above. Lessee must bring such conditions to the attention of County's representative prior to taking possession of the Ollie Liner Center for Lessee's event.

**7.3. Use or possession of alcohol at the Ollie Liner Center is prohibited. Any person using or possessing alcohol at the Ollie Liner Center shall be considered to be a trespasser and shall be required to leave immediately. Failure to vacate the premises or grounds following notice to leave under this provision shall be grounds for arrest and prosecution for the commission of the offense of criminal trespass. Lessee shall publicize the "no alcohol" policy to all participants and shall encourage all participants to observe the "no alcohol" policy.**

7.4. Lessee shall not allow signs to be taped to any walls in the Ollie Liner Center. Lessee shall speak to County's representative with regard to permitted methods of hanging signs and permitted locations for hanging signs.

7.5. Lessee and its participants shall observe and obey all rules and regulations for the Ollie Liner Center. Lessee shall be provided a copy of those rules and regulations. During Lessee's event, Lessee shall be responsible for the enforcement of those rules and regulations.

7.6. Lessee shall be responsible for arranging and covering any tables used in Lessee's event.

## **8. Social Dances, For-Profit, Non-Profit, and High-Risk Events**

8.1. The Ollie Liner Center shall not be leased for social dances other than as provided

herein.

8.2. Social dances sponsored by, or held for, youth-oriented organizations at which a majority of guests will be under the age of 18 years and a reasonable number of chaperons over the age of 21 will be in attendance to supervise guests, shall be allowed. Social dances sponsored by, or held for, youth-oriented organizations at which a majority of guests will be under the age of 18 years and a reasonable number of chaperons over the age of 21 will be in attendance to supervise guests, shall be exempt from the security requirement set forth in Paragraph 8.5. County's designated representative shall have authority to determine the number of chaperons that is "reasonable, but in no event shall the number of chaperons over age 21 be less than 6 in order to qualify for this exception to the security requirement of Paragraph 8.5.

8.3. Notwithstanding the ban on the use of the Ollie Liner Center for social dances, the Ollie Liner Center may be used for events at which dance is performed as part of a competition or as an exhibition event during a larger event.

8.4. The Ollie Liner Center shall not be used for high-risk events.

8.5. The Hale County Commissioners Court or its designee may require a Lessee to pay licensed security guards or off-duty peace officers to provide security for an event. The determination of the number of licensed security guards or off-duty peace officers required shall be in the discretion of County's designated representative, but shall be stated in writing on Attachment A to this Agreement.

## **9. Events Not Subject to Payment of Rent**

9.1. Events sponsored by Hale County or other political subdivisions of the State of Texas operating in Hale County shall be exempt from payment of rent under this Agreement.

9.2. The Plainview City Stock Show, the Hale County Stock Show, and the Parade of Breeds Stock Show shall be exempt from payment of rent under this Agreement.

9.3. Exemption of payment of rent shall not exempt the above-stated events from any other provision of this Agreement.

## **10. Acts of Default; Remedy**

10.1. Breach by Lessee of any condition stated herein shall constitute an act of default.

10.2 Upon notice by County's designated representative of the occurrence of an act of default, Lessee shall immediately correct the default.

10.3. If Lessee does not correct the default, County's designated representative may immediately terminate this Agreement and expel Lessee and its participants from the Ollie Liner Center. County may retain all rents and deposits paid under this Agreement as liquidated damages; provided, however, that Lessee shall be liable for the cost of any property damage caused by Lessee's act of default which exceeds the amount of rents and deposits retained.

10.4. All parts of this agreement are performable in Hale County, Texas.

## **11. Miscellaneous Provisions**

11.1. This Agreement constitutes the entire agreement of the parties. All prior written and oral agreements and understandings between the parties have no further force and effect. Any modification to this Agreement must be made in writing and be signed by both parties.

11.2. Lessee represents that the person signing this Agreement on behalf of Lessee has authority to bind Lessee to all terms of this Agreement.

11.3. The Hale County Commissioners Court reserves the right to modify this Agreement at a called meeting at any time. Any modification of this Agreement by the Hale County Commissioners Court shall become effective immediately.

When the context requires, the singular as used herein includes the plural, and the neuter gender includes the masculine and feminine.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**HALE COUNTY, TEXAS**

By: \_\_\_\_\_  
**Authorized Representative**

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**LESSEE:** \_\_\_\_\_

By: \_\_\_\_\_  
**Authorized Representative**

**LEASE AMOUNT/PAYMENT INFORMATION—OLLIE LINER CENTER**

**Parts of Premises Leased (Check each involved):**

<b>Leased</b>	<b>Part of Premises</b>	<b>Cost Per Day</b>	<b>Deposit Required</b>	<b>Paid</b>
	Conference Room	\$ 100.00	50.00	
	Kitchen	150.00	75.00	
	Pig Parlor	200.00	100.00	
	Exhibit Barn	300.00	150.00	
	Arena	300.00	150.00	
	RV Trailer Hookup*	15.00	none	
	<b>TOTAL COST PER DAY</b>			

\* Groups leasing the Ollie Liner Center for a period for at least one (1) day shall receive a flat group rate for the use of the RV Trailer Hookups of \$350.00 for up to three (3) days. **Check here if this rate applies:**

\_\_\_\_\_

**Purpose of Lease of Ollie Liner Center:**

**Make checks payable to : HALE COUNTY – 500 Broadway-Suite 150- Plainview, Texas 79072**

Dates of Lease: \_\_\_\_\_

Number of Security Officers Required (if any): \_\_\_\_\_

<b>TOTAL RENT DUE (Cost Per Day X Number of Days)</b>	
<b>CLEANING DEPOSIT DUE</b>	
<b>DEPOSIT DUE</b>	

The above data is true and correct.

\_\_\_\_\_  
*Representative of Lessee*