



## **RODEO ARENA RENTAL AGREEMENT**

THIS RODEO ARENA RENTAL AGREEMENT is made and entered into by and between the City of Lewisville (the “City”), and Lewisville Saddle Club, Inc. (the “Saddle Club”).

### **RECITALS:**

- A. The City owns and operates a rodeo arena facility located at 101 Parkway Drive in Lewisville, Texas (the “Premises”). The Premises includes the rodeo arena and related fixtures, the parking lots east and west of the arena, and the grass field northwest of the arena. It does not include park land located west of the westernmost paved driveway.
- B. The Saddle Club desires to reserve from the City the Premises for the Rental Dates (defined herein) solely for rodeo-related activities which include barrel racing, horse-related events, bull/bronc activities and all basic and classic rodeo events (“Labor Day Rodeo”) and for general equestrian practices (“Play Days”).
- C. The City is willing to allow the Saddle Club to use the Premises subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Saddle Club agree as follows:

**Section 1. License to Use Facilities.** The City agrees to rent the Premises to the Saddle Club on the dates and times set forth in section 4 solely for the Labor Day Rodeo and Play Days, subject to the terms and conditions set forth in this Agreement.

**Section 2. Rental Fees.** The Saddle Club agrees to pay the following Rental Fees for the Premises:

- A. \$2,400 for the 2019 calendar year (which includes \$1,200.00 for the 2019 Labor Day Rodeo, and \$1,200.00 for monthly Play Days (12 Play Days in total).

Payments shall be made quarterly with \$600 due on or before the first day of each calendar quarter. The City shall invoice the Saddle Club and payment will be due

with thirty (30) days of the date of the invoice. The Saddle Club agrees to pay interest at the maximum rate approved by law for invoices not paid within thirty (30) days of the date of the invoice.

- B. \$1,200 for the remainder of the 2018 calendar year (which covers use of the Premises for the remainder of the 2018 calendar year), which includes the 2018 Labor Day Rodeo and remaining monthly Play Days (3 in total).

Full payment shall be made on or before the first day of October 2018. The City shall invoice the Saddle Club and payment will be due with thirty (30) days of the date of the invoice. The Saddle Club agrees to pay interest at the maximum rate approved by law for invoices not paid within thirty (30) days of the date of the invoice.

The City may terminate this Agreement and cancel the Saddle Club's reservation of the Premises without notice if the Saddle Club fails to pay the Rental Fees when due.

**Section 3. Term.** The term of this Agreement commences on the effective date of this Agreement and terminates on December 31, 2019.

Either party may terminate this Agreement prior to the end of the Term with thirty (30) days written notice to the other party. If this Agreement is terminated prior to the end of the Term, the City will have no liability to the Saddle Club for any losses resulting to the Saddle Club as a result of such termination. The City will, in the case of such termination, refund to the Saddle Club any prepaid Rental Fees for which the Saddle Club has not used the Premises.

**Section 4. Rental Dates.** The Rental Dates are as follows:

- A. 2018 Labor Day Rodeo – August 18-19 and August 25-September 9, 2018 (18 days consisting of three event days plus eight days in advance of the event for set up and seven days after the event for tear-down).
- B. 2018 Play Days – one a month for the months of October 2018 through December 2018. The scheduled 2018 Play Days are listed in Attachment "B", attached hereto and incorporated as if fully set forth herein.
- C. 2019 Labor Day Rodeo – August 17-18 and August 24-September 8, 2019 (18 days consisting of three event days plus eight days in advance of the event for set up and seven days after the event for tear-down).
- D. 2019 Play Days – one a month from January 2019 through December 2019. The scheduled 2019 Play Days are listed in Attachment "B", attached hereto and incorporated as if fully set forth herein.

Any modification of the Rental Dates shall be requested, in writing, to the City at least forty-five (45) days prior to the proposed change. The City shall consider such request subject to the City's reservation schedule for the Premises.

**Section 5. Conditions for Rental.** The following are conditions for the rental of the Premises:

A. The Saddle Club agrees to:

1. Have an active member of the Saddle Club present on the Premises on all the Rental Dates;
2. Not access the outdoor lights or electric boxes without written approval of the City. Use of outdoor light towers must be scheduled with the City, as needed;
3. Obey local, state and federal laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises;
4. Perform event clean-up activities within twenty-four (24) hours of the tear-down date of the Labor Day Rodeo or the end of a Play Day, whichever is applicable. Clean-up activities shall include, but not be limited to, removal and proper disposal of all manure, trash, debris, signage, flags, banners and other material from the Premises (including, but not limited to, the parking area, storage area, creek area, concession area, restroom area, bleachers/seating areas, walkways, stairways and ramps) and adjacent neighborhoods and businesses. Clean-up activities may necessitate washing certain structures, including, but not limited to, bleachers/seating areas, steps, ramps, concrete walkways, pads and other associated structures;
3. Repair any damage to the Premises caused by the Saddle Club;
4. Not alter, change or modify any part of the Premises;
5. Refrain from creating a nuisance, whether visual, aesthetic, or noise, as determined by the City;
6. Refrain from using the Premises in any way that is extra-hazardous; would increase insurance premiums; or would void insurance on the buildings, structures, equipment, or property of the City;
7. Not allow persons who are not members of the Saddle Club to have access to the Premises, except for the annual Labor Day Rodeo. All participants (whether or not they are members of the Saddle Club), spectators, visitors, etc., shall be covered under the Saddle Club insurance policy;
8. Assume all responsibility for all activities held on the Premises on the Rental Dates; and
9. Allow the City to retain, destroy or dispose of any property left on the Premises ninety (90) days after termination of this Agreement.

**Section 6. Condition of Premises.** The Premises are provided by the City to the Saddle Club “AS IS” and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER. The Premises is currently suitable for the Saddle Club’s intended use. The Saddle Club agrees to return the Premises to the City in substantially the same condition, normal wear and tear excepted. The Saddle Club will be responsible for all damages to any City property caused by the Saddle Club or arising from the Saddle Club’s use of the Premises.

**Section 7. Release of Liability.** THE SADDLE CLUB HEREBY RELEASES THE CITY FROM ALL LIABILITY RELATING TO THE PREMISES OR ANY OF THE CITY PROPERTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE CITY'S PROVISION OF AND ACCESS TO THE PREMISES TO THE SADDLE CLUB AND THE SADDLE CLUB'S PARTICIPANTS, OR THE SADDLE CLUB'S USE OF THE PREMISES.

**Section 8. Indemnification.** THE SADDLE CLUB AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE SADDLE CLUB'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE SADDLE CLUB, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SADDLE CLUB AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE SADDLE CLUB'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

**Section 9. Insurance.** The Saddle Club agrees to maintain insurance throughout the Term of this Agreement in accordance with Attachment "A." All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Saddle Club. Insurance certificates must be received and approved prior to the first Rental Date. The Saddle Club shall also review and forward certificates covering sub-contractors or vendors, if any.

**Section 10. Prohibition of Assignment.** The Saddle Club may not assign, sublease any portion of the Premises or transfer any rights or obligations under this Agreement, either in whole or in part. The Saddle Club may not allow use of the Premises, without the prior written consent of the City, by a third-party organization, such as high school rodeo clubs; civic, public or private organizations; or private groups or companies. The Saddle Club shall be sole user and responsible party under this Agreement. All users of Premises for any event under this Agreement must be covered under the Saddle Club's insurance policy.

**Section 11. Entire Agreement.** This Agreement, together with the Exhibits, represents the entire agreement between the parties with respect to the Premises. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have been made by the City with respect to the Premises except as expressly stated herein.

**Section 12. Amendments.** This Agreement, including the Exhibits, can only be changed by an agreement in writing signed by both the City and the Saddle Club.

**Section 13. Governing Law and Venue.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective upon execution and dating by each party. This Agreement shall be effective from the last date signed and marked on this agreement by a participating party.

CITY OF LEWISVILLE, TEXAS

LEWISVILLE SADDLE CLUB, INC.

\_\_\_\_\_  
Donna Barron, City Manager

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Dwayne Rowe, President

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Date

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Date