

**HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this _____ day of _____, 201____ between Hockley County Mallet Event Center and Arena, a political subdivision of the State of Texas ("FACILITY"), and _____ ("RENTER": COMPANY/NAME ON DEPOSIT CHECK) whose address is _____ (DEPOSIT RETURN ADDRESS) includes the following terms:

1. Representatives of Parties. HOCKLEY COUNTY is acting through the duly authorized Manager, or his designee (the "Manager"), of the Hockley County Mallet Event Center and Arena (the "MECA") who, unless otherwise provided herein, is the sole person authorized to bind HOCKLEY COUNTY to this Agreement or any modifications thereto. RENTER designates _____ (CONTACT), who is RENTER's _____ (CONTACTS' POSITION), as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified in writing by RENTER, HOCKLEY COUNTY shall have no obligation to deal with any other representative of RENTER with respect to the subject matter of this Agreement.

2. Purpose. The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and **no other purpose:** (Please state specifics)

3. License Date and Time. RENTER shall have access to the use of the Licensed Space from _____ (beginning date) until _____ (end date). RENTER right of access is subject to satisfactory compliance with the terms of this Agreement. Below is a detailed list of all dates and times the facility is to be unlocked and locked up each day (please state specifics):

Move-In Day:	_____	(time)	on	_____	(date)
Day 1:	_____	(time)	on	_____	(date)
Day 2:	_____	(time)	on	_____	(date)
Day 3:	_____	(time)	on	_____	(date)
Day 4:	_____	(time)	on	_____	(date)
Day 5:	_____	(time)	on	_____	(date)

4. Restrictions. The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement and in the MECA Procedures and Guidelines attached hereto and incorporated herein by reference for all purposes. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Manager or his/her designated representative.

5. Fee Terms.

5.1 Original Contract Sum. RENTER agrees to pay the MECA in Levelland, Hockley County, Texas the Original Contract Sum representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in "Exhibit A." All prices shown on "Exhibit A" have been calculated in accordance with the MECA Rate Schedule, attached here to as "Exhibit B" and incorporated herein for all purposes.

5.2 Event Deposit. A deposit of \$300.00 (the "Event Deposit") is due within 10 days after the RENTER requests a "Tentative Hold" on a specific event date. At HOCKLEY COUNTY'S sole discretion, the Event Deposit may be applied towards cost of damages. If the RENTER cancels the Event ninety (90) calendar days prior to the scheduled Event Date, the deposit is refundable in its full amount. If

cancellation occurs ninety (90) calendar days or less prior to the date of the Event, no refund shall be given and HOCKLEY COUNTY shall have the right to retain the Event Deposit as liquidated damages, and not as a penalty, for HOCKLEY COUNTY'S rental costs. The amount of the Event Deposit for a cancelled event may not be credited to a future event.

5.3 Original Contract Sum Payment. The balance of the Original Contract Sum is due no later than fourteen (14) days prior to commencement of the Event (Banquet Hall) or within thirty (30) days after the completion of the Event (Arena). _____ (*Initial*)

5.3.1 MECA requires a valid Credit Card to be held on file until such time an event is completed and the Original Contract Sum is paid in full. If an event is required to pay the Original Contract Sum prior to the commencement of the event, the Credit Card is held for any additional charges made to the account (i.e. Additional Chairs, Tables, Last Minute Layout Changes, etc.). The Credit Card must be received by the Manager seven (7) days prior to commencement of event. For any reason the Credit Card must be charged, the Manager will contact the RENTER prior to processing the charges. RENTER will receive an updated invoice of all charges made to credit card within seven (7) days of the completion of the event. _____

5.3.2 Failure to pay final Contract Sum within thirty (30) days upon completion of the event will result in loss of \$300.00 Event Deposit and any future date(s) held. After a sixty (60) day delinquent period, the account will be turned over to a Collection Agency or appropriate Debt Collector to recover the debt. RENTER may be responsible for any associated legal fees or collections costs.

5.3.2.1 Arena Event. If RENTER is unable to pay the Original Contract Sum within the thirty (30) day period for reasons of Event Sponsorship Payments or Hotel Occupancy Tax Funding, RENTER must contact MECA prior to the thirty (30) day deadline. At the discretion of the MECA, a written agreement will be submitted to the RENTER from the MECA to resolve payment issues within a reasonable time period. After the thirty (30) day deadline, no payment agreement will be entered into between MECA and RENTER.

5.3.2.2 RENTER that does not pay within sixty (60) days will relinquish all future Event dates. For any and all new events booked once delinquent payment is received, the RENTER must pay the Original Contract Sum thirty (30) days prior to the commencement of the Event. If the Original Contract Sum Payment is not received in the stated time, the event will be cancelled at the MECA's discretion.

5.3.3 For meetings that occur weekly, bi-weekly, and/or monthly, contact the MECA for booking and deposit options.

6. Liability for Damages. HOCKLEY COUNTY shall be authorized to retain out of the Event Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the MECA premises during or in connection with the Event. If no such damages are sustained, HOCKLEY COUNTY shall refund the Event Deposit to HOCKLEY COUNTY within thirty (30) days following Event conclusion. If the Event Deposit is insufficient to cover the total cost of damages, RENTER shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, HOCKLEY COUNTY shall calculate the amount of excess damages after that date and shall send RENTER an invoice showing such amount, which RENTER shall pay within thirty (30) days of receipt.

7. Insurance. RENTER at its sole cost and expense shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in "Exhibit C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to HOCKLEY COUNTY not later than thirty (30) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize HOCKLEY COUNTY to cancel this Agreement and to re-license use of the Licensed Space. The Manager in his sole discretion may accept a copy of a homeowner's insurance policy to substitute for the certificate described in "Exhibit C" if circumstances warrant.

8. Indemnity. Except for any matters over which RENTER retains exclusive control during the Event, RENTER agrees to and shall indemnify, save and hold HOCKLEY COUNTY harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the MECA premises as a result of or for the purpose of attending the Event. This Indemnity and Hold Harmless Agreement shall apply whether such loss, injury or damage is caused in part by the MECA, Hockley County, its officers, managers or employees, unless caused by the their gross negligence and/or willful misconduct. It is the express intent of the parties that, by the terms hereof, the MECA and Hockley County may be indemnified for the consequences of its own negligence (other than gross negligence).

9. Compliance with Laws, Rules and Regulations. RENTER and its officers, directors, employees, agents, patrons, customers and guests and anyone coming upon the MECA premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Hockley County and City of Levelland laws and ordinances, as well as all rules and regulations provided by HOCKLEY COUNTY to regulate behavior at the MECA. RENTER and its patrons, customers, guests, officers, directors, employees and agents shall observe all posted signs on the MECA premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at HOCKLEY COUNTY'S discretion, be removed from the MECA premises.

10. Animal Policy.

10.1 Animals. There are many rules and regulations that have been implemented by the Texas Animal Health Commission for protection of both animals and clientele. For rules and regulations specific to the species in which you work, visit the TAHC website at <http://www.tahc.state.tx.us>. If you have questions regarding any of this information, please visit <http://www.tahc.state.tx.us/agency/contact.html#A1>. If Licensee's event requires some type of paper (health, coggins, etc.), it is the Licensee's responsibility to ensure those are checked and logged on MECA records (a blank record will be provided to each RENTER).

10.2 Dangerous Wild Animals. RENTER may not possess or permit others to possess a dangerous wild animal on the MECA premises unless: (i) RENTER is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the RENTER/Owner has provided HOCKLEY COUNTY with written approval from the City of Levelland to possess a dangerous wild animal on the MECA premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEXAS HEALTH & SAFETY CODE.

10.3 Removal of Deceased Animals. Owner is solely responsible for the removal and disposal of deceased animal(s) immediately upon death. If animal is left on MECA premises, MECA has the right to bill RENTER a \$200.00 fee. RENTER may incur all additional removal and disposal fees.

11. Licenses and Permits. Except as otherwise expressly provided herein, RENTER shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

11.1 Vendor Shows. Vendor Shows/Vintage Markets must require all vendors to have appropriate EIN or Tax Identification Number required by the Texas Comptroller of Public Accounts.

12. Food, Beverage, and Sales.

12.1 Food and Beverage Concessions. HOCKLEY COUNTY reserves all food and beverage concession rights.

12.2 Sales of Other Items. RENTER shall have the right to sell items such as programs, novelties and clothing as are approved in advance and in writing by HOCKLEY COUNTY. In no event shall RENTER be permitted to sell, or to offer for sale, any food or beverage item in individual portions. Any other sale of food or beverage items must be approved in advance and in writing by HOCKLEY COUNTY and must be in packages that discourage on-premises consumption. RENTER, subject to approval of the Manager may give out free food or beverage samples. RENTER shall be responsible for complying with all applicable City of Levelland regulations.

12.3 Food and Beverage Catering. RENTER shall be allowed to bring catered food or beverages upon the MECA premises through a qualified caterer. In no event shall RENTER'S caterer be permitted to bring, offer or serve alcoholic beverages upon the MECA premises. Caterer must present MECA with appropriate Licenses and Insurance. In the event the RENTER requests full use of the kitchen, Liability Insurance is required. For additional information, refer to MECA Insurance Policy.

13. Alcohol. Consumption and handling of alcoholic beverages is a serious consideration when planning an event. The policy of the Mallet Event Center & Arena (MECA) is designed to provide maximum safety for event patrons. RENTER needs to be fully aware of these policies for events at which alcoholic beverages are to be available to their guests. Likewise, RENTER must designate a sober, decision making person that can be consulted by security and/or MECA personnel throughout the event. The permits that are allowed at the MECA require higher levels of attention, control and restriction than licenses for stand-alone restaurants and bars. The RENTER must contract alcohol catering through a TABC Catering Permitted service to serve on MECA property. TABC Servers Licenses not permitted as a Catering License. The contracted alcohol catering service must present TABC Catering Permit to Manager prior to Event. Consumption of alcoholic beverages on the MECA premises is a privilege, not a right. Abuse of the privilege can result in the discontinuation of all service of alcoholic beverages during RENTER'S Event.

13.1 TABC Permits are not permitted as Alcohol Catering Services. The TABC Handler must be employed by the holder of TABC Catering Permit.

13.2 Mallet Event Center and Arena RENTER who choose to host an event with alcohol have two options. No matter the option, an "**Application to Serve or Sell Alcoholic Beverages at the Mallet Event Center & Arena**" must be presented 30 days prior to event date. For options and policies, please review the "Mallet Event Center & Arena Alcohol Policy."

13.3 Vendors requesting to sell alcohol at a Vendor Show/Vintage Market must consult with MECA Manager thirty (30) days prior to arrival.

14. Security. RENTER, at its sole expense, shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that HOCKLEY COUNTY, in its sole discretion, determines to be necessary. RENTER shall schedule security through the designated person by the MECA. Security guard must be a Texas Commissioned Full-Time Peace Officer in good standing, and provide the County with written confirmation of such booking at least fourteen (14) calendar days prior to the date of the Event. The parties acknowledge and agree that HOCKLEY COUNTY shall not be responsible for the actions and safety of RENTER or any of RENTER'S guests, patrons, or anyone else coming upon the MECA premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting RENTER'S property or the property of such persons from loss or damage.

14.1 Security Form ("Exhibit D") must be returned to the Manager fourteen (14) business days prior to the commencement of the Event.

14.2 Payment of Security must be made via cash or check directly to designated Security Officer(s).

15. Additional Equipment, Services and Fees. HOCKLEY COUNTY shall provide only the additional equipment and/or services indicated on Exhibit "A." HOCKLEY COUNTY reserves the right to require the use of any such additional equipment and/or services if and when HOCKLEY COUNTY deems that the safety of the MECA and the public require the same. RENTER agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with "Exhibit A".

16. Control of Facility and Right to Enter. In permitting RENTER to use the Licensed Space under the License granted hereunder, it is understood by the parties that HOCKLEY COUNTY does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of HOCKLEY COUNTY may enter the MECA premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by RENTERS.

17. Defacement of MECA. RENTERS shall not injure, mar, or in any manner deface the MECA premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of HOCKLEY COUNTY nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the MECA premises unless the material is used in accordance with its intended use and unless the Manager is notified in advance that such material will be brought on the MECA premises.

17.1 Pyrotechnics are prohibited at all times from the MECA premises. No exceptions shall be made unless the Hockley County Commissioners Court has expressly authorized such exception, in advance and in writing.

18. Occupancy Interruption. In the event that HOCKLEY COUNTY, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which HOCKLEY COUNTY has no control, should find it impossible to provide the Licensed Space as contracted herein, HOCKLEY COUNTY may cancel this Agreement and shall refund any prepaid charges to RENTER but shall have no other liability to RENTER on account of such cancellation.

19. Evacuation of Facility. Should it become necessary in the judgment of HOCKLEY COUNTY to evacuate the MECA or the MECA premises for life safety purposes or for other reasons of public safety, RENTER at the sole discretion of the Manager, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another RENTER. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Manager based on the situation. RENTER hereby waives any claim for damages or compensation from HOCKLEY COUNTY as a result of such evacuation.

20. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between HOCKLEY COUNTY and RENTER. HOCKLEY COUNTY shall exercise no supervision or control over the employees of RENTER or others in the service of RENTER, and HOCKLEY COUNTY shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between HOCKLEY COUNTY and RENTER, or cause HOCKLEY COUNTY to be liable in any way for the debts and obligations of RENTER.

21. Non-Assignment. RENTER may not transfer or assign this Agreement, sublease the Licensed Space, or allow use of the Licensed Space other than as herein specified, without the express written consent of HOCKLEY COUNTY. _____

22. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Hockley County, Texas.

23. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

24. Equine Professional and Livestock Sponsor Notices. If RENTER is an equine professional or a livestock show sponsor, as such terms are defined by Texas Civil Practice and Remedies Code Chapter 87, RENTER shall comply with the provisions of that Chapter and shall include in its written contracts with participants, and post and maintain, the warning notice in the form and manner required pursuant to the provisions of Chapter 87.

25. Use of Name. RENTER agrees that it shall not use the name of the Hockley County Mallet Event Center and Arena (MECA), the name Mallet, or any trade mark, logo, or brand of Hockley County or the Mallet Ranch in any campaign of advertising, or in any commercial or promotional manner whatsoever without the express written consent of the County. Provided, however, that renter may use the name of the Hockley County Mallet Event Center and Arena for the limited purpose of referring to the location of its event.

26. Entire Agreement. This Agreement constitutes the entire agreement between HOCKLEY COUNTY and RENTER. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

RENTER:

Name: _____

By: _____

Title: _____

Signature: _____

Date: _____

Cell Phone Number: _____

E-mail Address: _____

HOCKLEY COUNTY:

By: _____

Title: _____

Signature: _____

Date: _____