

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”).

Definitions

“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.

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

“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.

Lease Agreement

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.

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.

Lessee shall pay County, in advance, the total sum stated on Exhibit A for rent, unless another arrangement regarding payment is made by Lessee.

Lessee understands and agrees that any other arrangement besides advance payment in full of the rent owed under this Agreement must be approved by the Hale County Commissioners Court prior to Lessee’s event. Lessee assumes all responsibility for obtaining approval from the Hale County Commissioners Court for any other arrangement. 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 approval for another arrangement regarding payment will have to come out of a majority vote of the Hale County Commissioners Court in a duly called and posted meeting.

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.

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.

Deposit; Cleaning Deposit

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.

Lessee agrees to pay County, in advance, the sum stated on Exhibit A as a cleaning deposit.

Lessee understands that, upon surrender of the Ollie Liner Center to County following Lessee's event, Lessee will receive a refund of this cleaning deposit.

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.

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.

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.

Entry to Premises

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.

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.

Liability Insurance; Indemnity Provision

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. Lessee agrees to provide liability insurance covering Lessee with coverages of at least \$100,000.00 per person and \$300,000.00 per single event or occurrence. Lessee agrees to provide proof of insurance to County prior to the event.

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

Care and Use of Premises

Lessee may make no permanent alterations to the Ollie Liner Center, and Lessee must obtain approval from County 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.

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.

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.

The following activities, besides use or possession of alcohol, are prohibited at the Ollie Liner Center: smoking or other use of tobacco products; dancing; boxing; and wrestling.

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.

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.

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

Acts of Default; Remedy

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

Upon notice by County of the occurrence of an act of default, Lessee shall immediately correct the default.

If Lessee does not correct the default, County 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.

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

Miscellaneous Provisions

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.

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

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

ATTACHMENT A

Parts of Premises Leased (Check each involved):

Leased	Part of Premises	Cost Per Day	Deposit Required
	<i>ALL FACILITIES LISTED</i>	\$	\$
	Conference Room	\$ 60.00	30.00
	Kitchen	50.00	25.00
	Pig Parlor	100.00	100.00
	Exhibit Barn	150.00	100.00
	Arena	150.00	80.00
	RV Trailer Hookup	10.00	none
	TOTAL COST PER DAY		

Purpose of Lease of Ollie Liner Center:

Dates of Lease:

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

The above data is true and correct.

Representative of Lessee