**Leon County**

**EXPO**

**LEON COUNTY EXPO**

[www.co.leon.tx.us](http://www.co.leon.tx.us)

**POLICIES &**

**PROCEDURES HANDBOOK**

**Leon County Expo**

**Policy Handbook**

**THE LEON COUNTY EXPO STAFF TAKES THIS OPPORTUNITY TO WELCOME YOU TO OUR FACILITY AND SINCERELY HOPES YOUR EVENT IS ENJOYABLE AND SUCCESSFUL.**

The information outlined in this Handbook should help you in planning your event, however if you have any questions, please contact our Staff at the Expo for assistance.

The Leon County Expo is a County-owned facility, which is managed by the Leon County Committee, a non-profit entity. Leon County Expo has a County appointed Board of Directors who have approved the rates and policies in this manual on March \_\_\_\_, 2022.

The terms and provisions of this handbook are incorporated into your contract with the Leon County Expo. For this reason, you should read this handbook carefully and abide by its terms and conditions.

LEON COUNTY EXPO

3637 COUNTY ROAD 305

BUFFALO, TX 75831

Phone: 903-322-1205

Fax: 903-322-1204

WEB ADDRESS:

www.co.leon.tx.us

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**CONTRACT FOR USE**

A group, individual, or business (“Lessee”) using the Leon County Expo must first obtain permission from the Executive Director of the Expo. Contracts for use of the Expo or any part thereof will be issued in printed form. (No verbal agreement for the use of the Expo shall be binding upon either party.) Advance payment and proof of insurance is required at the time of issuance of the contract. Contracts will be mailed to Lessee. Lessee will sign and return to Expo with advance payment required and proof of insurance. The Expo Director shall require the Lessee to provide information to determine proper management of any event. Contracts will be issued up to one year in advance when possible, unless events are booked within a year of event, at which time they will be issued immediately upon booking. Events that are booked further out than one year may receive contracts earlier if dates are challenged by another event wanting the same dates.

**BOOKING PREFERENCE**

Normally, the use of the Expo will be booked on a first-come, first-served basis. The following events will receive priority:

**Renewal of Annual Events** – A Lessee wishing to renew an annual event, which utilizes a major area of the Expo will be given the opportunity to re-book its dates upon completion of its event. Annual renewal may not necessarily be the same date the following year. Renewal must be done within 30 days after completion of

the event.

The Expo Director reserves the right to utilize all rental areas within the Expo. When booking conflicts arise, final say is the responsibility of the Expo Director.

**RENTAL PAYMENT**

Any activity utilizing the Expo shall pay in accordance with the current Schedule of Fees. Payment shall be in accordance with provision of the executed contract. The full building rental is due upon signing of the contract. The balance of the payment for other services, such as equipment, etc., is due upon completion of the event or when invoice is received. The Expo Director may require a Lessee to pay all monies in advance, or at settlement, with cash, certified check, or cashier’s check. If Lessee cancels an event, advance payments on rentals will not be refunded. However, advance payments may be credited to a future date if the event is rescheduled within one year, with the approval of the Expo Director.

At the discretion of the Expo Director, a credit card can be requested to be put on file.

**CLASSIFICATION OF TIME**

A full rental day is from 6:00 AM to 12 Midnight. An event requiring additional hours before or after will pay additional fees as specified on the schedule of fees.

**SERVICE FURNISHED BY EXPO**

Rental of the Expo is on a “Four Walls” basis. Only the personnel necessary for normal operation of the building, as determined by the Expo Director, will be furnished by the Expo. Equipment is available as listed on the schedule of fees. Lessee shall be financially responsible for the salaries of all other employees needed in connection with the event or attraction, including ticket sellers, ticket takers, ushers, cashiers, doormen, stagehands, light and sound personnel, and security.

**BOND OR DAMAGE DEPOSIT**

The Expo Director, at his discretion, may require Lessee to furnish a bond or a damage deposit commensurate with the risks and Expo expense involved, in cash or with sureties satisfactory to the Expo Director, guaranteeing that the Lessee will well and faithfully perform each and every term and condition of the contract and will abide and observe all lawful rules and regulations for use of the Expo.

**DAMAGE TO THE PREMISES**

The Lessee will not cause or permit any nails, spikes, anchoring devices, lighting fixtures or communication devices to be driven into or affixed in any manner to any interior or exterior portion of the building or premises without direct consent of and under the supervision of the Expo Director, nor may any signs, posters, or advertising material of any nature be affixed to any portion or placed in any part of the premises without the consent of the Expo Director. The Lessee may not change the color or alter any portion of the premises or equipment therein, and not permit to be done anything which might damage or change the finish or appearance of the premises and furnishings therein. The Lessee shall pay the cost of repairing any and all injury or damage which may be done to the premises, including fixtures, equipment and furnishings by an act of the Lessee, his employees or agents. The Expo Director shall determine whether any such damage has occurred, the amount of the damage, and the cost of repairing such damage, and whether the damage is a nature that the Lessee shall be held responsible.

**HOLD HARMLESS**

By acceptance of the contract, Lessee covenants and agrees to indemnify and hold the Expo, its officers, employees, directors, and Leon County, harmless from any and all liability for loss, injury, and damages to any person or persons or property that may be sustained by reason of occupancy and use of the Expo.

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL APPLY WHETHER SUCH LOSS, INJURY, OR DAMAGE IS CAUSE IN PART BY THE EXPO, ITS OFFICERS, DIRECTORS, AND EMPLOYEES. IT IS THE EXPRESS INTENT OF THE PARTIES THAT, BY THE TERMS HEREOF, THE EXPO MAY BE INDEMNIFIED FOR THE CONSEQUENCES OF ITS OWN NEGLIGENCE.

**SUITABILITY OF SPACE**

The decision as to whether or not a proposed activity is appropriate for the desired area within the Exp shall rest solely with the Expo Director.

**INSURANCE**

The Expo Director will require the Lessee to furnish a certificate of public liability insurance, showing adequate insurance coverage as defined below. The policy shall also provide for 10-day notice to the Expo prior to cancellation.

Comprehensive Public Liability insurance for bodily injury, death, or property damage with a combined single limit of $1,000,000.00 covering the event for which the contract is issued. The policy shall be issued by a company licensed to do business in the State of Texas. The policy must be taken out in the name of the Lessee and Leon County and the Leon County Expo and their respective officers and employees are to be included as “Additional Insured”. Note: See “Tractor Usage”.

**SECURITY**

The Expo Director reserves the right to require security officers and/or EMT’s for an event and charge the cost thereof to the Lessee, or to cancel the lease. Lessee may choose to have security and/or EMT’s even if not required by the Expo.

All security and/or EMT’s for events must be arranged through the Expo at the Lessee’s expense.

All events serving alcohol will be required to have security.

The Expo assumes no responsibility for property left in or on the premises.

Events generating large volumes of traffic may be required to have security officers to manage traffic at the Expo Director’s discretion.

**WEAPONS POLICY**

A Lessee may allow or ban weapons (concealed and open carry) at his event. A form will be provided to the Lessee to make this election and Expo staff will post the required signage. Certain events have a statutory weapons exemption, including public school-sponsored activities and professional sporting events

“Weapon” is defined as shown in Chapter 46.01 (1-16) of the Texas Penal Code, and includes concealed handguns.

This prohibition shall not apply to a licensed security officer, a licensed peace officer, or a member of the armed forces or national guard or a guard employed by a penal institution or an officer of the court, when such a person is in the actual discharge of his official duties as such, nor shall it apply to unloaded guns for sale or display at a scheduled gun show event and checked and make safe at the door.

Violations will be prosecuted in whatever manner is provided by law.

**SMOKING POLICY**

SMOKING IS PROHIBITED IN ALL FACILITIES AT THE LEON COUNTY EXPO.

This policy includes electronic cigarettes as well.

**FIRE REGULATIONS**

The Expo reserves the right to impose additional regulations as may be deemed prudent by the Expo Director to ensure safety.

A brief synopsis of pertinent regulations follows:

ACCESS TO EXITS AND FIRE EQUIPMENT

All fire exits and aisles to these must be clear and unobstructed at all times. All fire extinguisher boxes, fire department valves and fire alarm pull stations must be clearly visible and unobstructed at all times.

DECORATIONS

Candles, lamps and other decorations with a flame are permitted only if the flame is in a protective device such as a globe, hurricane glass or votive-type holder. No exposed flame will be permitted.

Any decoration adjacent to a flame may not extend above the protective device so that it is exposed to the flame or radiant heat.

Certain plastics such as foams, films, and shredded plastics may not be permitted because of their flammability. Expo staff should be consulted before any extensive application of plastics is planned.

Real plants are permitted only if they are alive. Except for cut flower arrangements, dead plant material such as trees or shrubs must be completely defoliated. Real Christmas trees (including freshly cut or live) and hay are prohibited.

VEHICLES IN BUILDINGS

For any motor vehicle to be parked inside the Expo during occupancy, the following conditions must be met:

1. Fuel tanks shall not be more than ¼ full.
2. Fuel caps shall be taped shut or fitted with a locking cap.
3. Batteries must be disconnected and leads taped.

Lawnmowers, garden equipment and all portable power equipment with internal combustion engines must not contain fuel.

FIREWATCH

The Leon County Expo Director reserves the right to require a fire watch in circumstances which he deems to pose an actual or potential threat to safety. The expense for such additional protection shall be the obligation of the Lessee.

ELECTRICAL CORDS

Temporary electrical cords (extension cords) must be electrically grounded, adequately sized and in good repair. The Lessee or Lessee’s vendor must tape down or otherwise secure any of his cords which cross an aisle or pedestrian walkway so as not to create a tripping hazard.

HELIUM TANKS/COMPRESSED GAS

Helium tanks shall be adequately secured at all times to prevent damage to tank, i.e., chained to an immovable object. The pressure regulator/filler valve shall be removed and protective cap installed except when in actual use.

No other compressed or bottled gas may be brought into the Expo without prior permission from the Expo Director.

Butane, propane, acetylene and other flammable gases are strictly prohibited in all Expo buildings.

**AMMUNITION**

The sale of ammunitions must be segregated from the show and purchasers are not being allowed back in with ammunition.

**CHILDREN**

Children must have adult supervision during all events. Children and minors must be restricted to leased areas only. Because more than one function can occur simultaneously in the Expo, children cannot have open access to other areas.

**ANIMALS AND PETS**

No animals or pets are permitted in the Expo except as an approved exhibit, activity, or performance legitimately requiring the use of animals. Service animals are exempt and are regulated by applicable state and federal law. Animals that will be part of an event must be contained in a leased area at all times. They may be taken outside on a leash when needed. Provisions must be made for their safety, and the prevention of damage to the Expo. Cleanliness is expected, and catch pans must be used under all cages.

**LESSEE’S REPRESENTATIVE**

A Lessee’s representative must be present at the Expo during all contracted period of the event. This includes all move-in time, throughout the event, and during the entire move-out. With the exception of the Expo Staff, the Lessee’s representative should be the last person to leave the building.

1. **CATERING CONCESSIONS AND ALCOHOL REGULATIONS**

**CATERING - FOOD**

Lessee may use an outside caterer. Outside caterers must be approved by the Expo Director. If a Lessee wishes to use a caterer who is not on the approved list he should contact the Expo Director to learn how the caterer may be added to the list.

The caterer for any event is responsible for the bussing of the tables during or after the event, and making sure all food-related trash is properly disposed. In the case where the caterer does not bus the tables, the Lessee is responsible. If the tables are left for the Expo to bus, a clean-up fee will be assessed.

The caterer must have staff on duty through the serving of the meal.

The caterer or Lessee is also responsible for all linens needed for food service at the event including linens for tables and buffet tables. Lessee must ensure when getting quotes for food service, that linens are included in the cost of the mal or make other arrangements.

**CATERING – SELF**

A Lessee may prepare food themselves and bring it to the Expo. Any food related trash left for the Expo to clean will result in a clean-up fee charged to the Lessee.

**CATERING—ALCOHOL USAGE POLICY**

It is the Lessee’s responsibility to police his event for outside alcohol. If an alcohol problem persists, the Expo reserves the right to use security at the Lessee’s expense. Alcohol will not be served where it would be inappropriate for the event.

Security will be required at all events where alcohol is requested or being served. Security costs will be at the Lessee’s expense. Any exceptions to this will be at the discretion of the Expo Director.

**CONCESSIONS – FOOD/DRINK**

Food and drink concessions are defined as food and drink available upon demand throughout an event and paid for by the individual placing the order, as opposed to catering which is food and drink ordered in advance of the event and paid for as a single unit.

Exhibitors at Expo events are not permitted to sell any food or drinks by individual portions. Additionally, food and drinks sold by exhibitors must be packaged so as to discourage on-premises consumption.

**CONCESSIONS – MERCHANDISE**

The sale of event merchandise such as novelty items, souvenirs, printed shirts or caps, etc. may be subject to a fee of 25% of the gross sales. The Lessee is responsible for providing his own sellers. Exemptions to this policy would include show related supplies or merchandise sold at an arts and crafts show or similar sales-oriented event. The Expo reserves the right to deny the sale of merchandise deemed by the Expo Director to be inappropriate, offensive or injurious to the event, public, or facility.

**GIVE AWAY FOOD**

If food is to be given away at no cost at any event, it must be approved by the Expo Director.

1. **SPECIAL SERVICES AND EQUIPMENT**

**PLANNING SETUPS (FLOOR PLANS)**

Expo staff will assist you with all arrangements for the setup of your event. They can help you plan how you want your building arranged and even provide a scale drawing. All efforts will be made to ensure details are not overlooked.

**EVENT PERSONNEL**

Prior to your event, Expo staff will assist you in planning the layout of the building(s) that you will be utilizing. Expo staff will be readily available to answer any questions you might have during the time of your event.

**INTERNET ACCESS**

Wired and wireless internet is available throughout the Expo. A password is required for access.

**RECREATIONAL VEHICAL HOOKUPS**

Recreational vehicles may be parked on the grounds for events taking place at the Expo. The trailers or RV’s may be required to use Expo RV hookups (see fee schedule) or park in a designated area.

**FREIGHT DELIVERIES**

Lessees must contact the Expo if materials need to be shipped to the Expo in advance of an event. Security of items shipped in advance or displayed during events must be arranged by the Lessee. The Expo does not arrange return shipping of any items left after an event; the Lessee must arrange for pickup.

**DECORATIONS**

It is the responsibility of the Lessee to remove all event related items (i.e.: banners, decorations, signs, etc.) at the end of the event. The Expo will not be responsible for any items left.

Masking tape and “Scotch” tape are the only adhesives permitted for attachments to the building. No tape may be applied to any painted surface. Under no circumstances are staples, pins, tacks, nails, or glue to be used on Expo buildings or equipment (i.e.: tables, chairs, staging drapes, etc.).

Hanging of all decorations, signs, banners, etc. must be approved by Expo staff. Helium balloons are not permitted. Particulate decorations such as hay, glitter, confetti, or artificial snow are not permitted in the Expo. Rice and bird seed are permitted outside only.

Any expense incurred by the Expo for cleaning, removal, repair, or replacement occasioned by the Lessee’s decorations will be charged to the Lessee at the prevailing rate as stated in the “Damage to Premises” section hereof.

**KEYS**

The Expo will not provide the Lessee with keys to any rental spaces. Any key that is given to Lessee, a replacement charge of $10.00 per key will be charged for any keys not returned on the last day of the event or charges to rekey may be assessed at the Expo Director’s discretion. Lessee will be responsible for ensuring that the areas and contents are secured at all times. By acceptance of a key to any area, the Lessee accepts full responsibility for the area and its contents.

**JANITORIAL SERVICE**

Expo staff will provide trash cans (with liners) for easy maintenance of your event area. These cans will be checked during the course of large events and replaced as needed. The Lessee is responsible for removal of bulk trash, crates, boxes, lumber and packing materials prior to show opening and following move out. Any expense incurred by the Expo for removal of the above-mentioned items will be charged to the Lessee as a clean-up fee.

**WOOD SHAVINGS**

Fees for wood shavings are noted on the schedule of fees page. All wood shavings must be purchased through the Expo unless other arrangements have been approved in advance by the Expo Director. Straw and hay used as feed are subject to the removal provisions as described in “Janitorial Service” section above. Straw and hay for bedding are not permitted unless arrangements have been approved in advance by the Expo Director. Round bales and other large bales of hay are not permitted, unless disposal is arranged by Lessee.

**TRACTOR USAGE**

The Expo does have tractors; however, these may be shared by concurrent events. The Expo does not provide a full-time tractor driver/operator.

1. **FACILITY AND GROUNDS USAGE**

The Expo staff takes pride in providing you with the best service possible for your event. All considerations are made in an effort to ensure its success. Listed below are a few of these considerations that will enable accurate planning and production of your event.

**OUTSIDE ACTIVITIES**

Exhibit space outside of the buildings must be arranged at the time of the booking of your event. Outside activities must be approved by the Expo Director. This includes all grounds and parking areas. The rental of Expo grounds or parking area for an outside activity will not preclude the rental of other Expo facilities. Such subsequent rental of other Expo facilities may cause the cancellation of previous grounds and parking area rentals.

**PARKING**

The Expo provides free parking for all events. There is abundant parking on the lots with overflow parking on the nearby improved fields. Adequate handicapped parking is adjacent to all building entrances.

**LOADING AND UNLOADING**

The Lessee is responsible for keeping clear areas of the building which are used for loading and unloading of equipment and animals. Unauthorized parking in these areas will result in extra security charges for the Lessee.

**HORSES**

Horses kept on Expo grounds overnight must be stalled, penned, or trailered, not tied out.

A negative Coggins test (EIA), administered by a licensed veterinarian within the last 12 months, is required for all equine entering the Leon County Expo grounds.

**DIRT**

The use of wood shavings or any other bedding material on the Expo’s permanent dirt floor will be permitted only by special arrangement approved in advance by the Expo Director. A clean up fee will be assessed.

1. **ADVERTISING**

**MARQUEES**

The Expo has a full-color outdoor electronic marquee located on Hwy 75 for announcing events. Typically public events will be run on the marquee starting on the Monday prior to the event, and private events will run on their event day, if requested. A lessee may provide a simple logo or graphic in .jpg format for the marquee.

**POSTING OF SIGNS**

Signs may be posted on Expo premises only with the approval of the Expo Director. Expo staff will place such signs upon approval. Additional sign policies are described in “Decorations”. Any signs posted off premises must comply with local ordinances.

**CALENDAR OF EVENTS**

The Leon County Expo has a website that displays a calendar of events. We offer each event an opportunity to list his/her event on this calendar along with specific information such as date, time, contact information (if desired) and admission pricing. A current list of events can be found online at [www.co.leon.tx.us](http://www.co.leon.tx.us).

**BANNERS**

A lessee may display banners in the building which he has leased for his event. Banners must be placed so that they do not impair sight lines, traffic ways, or existing signage. Lessee is responsible for hanging and removing his banners. The Expo will not be responsible for banners left after the event and will not store them.

Any banner advertising beer or other alcoholic beverages must comply with Texas Alcoholic Beverage Commission statutes.

Additional banner policies are described in the “Decorations” section.

**LITERATURE**

Literature, including handbills and flyers, may not be distributed in or on any Expo premises by anyone unless they are the lessee. No literature may be placed on vehicles in the parking lot at any time.

**SCHEDULE OF FEES:**

Arena 1:

Daily (Monday - Thursday) $400.00 per event per day

Weekend (Friday - Sunday) $500.00 per event per day

Arena 2:

Daily (Monday - Thursday) $300.00 per event per day

Weekend (Friday - Sunday) $400.00 per event per day

Parking Lot Events:

$500.00 per event per day

Horse Stalls:

$28.00 First day (includes 1 bag of shavings)

$20.00 Each additional day

\*There are 105 Horse Stalls available for rent.

\*Cattle pens inside building are not available as Horse Stalls unless so approved by Management.

Shavings: $8.00 per bag

Concession Stand & Adjacent Area: $100.00 per day

Electrical Charges: (not RV Hookups)

$25.00 20-30 AMP

$30.00 50 AMP

$50.00 100 AMP

RV Hookups: $30.00 per day

\*60 RV sites available with 20/30/50 AMP electric and water hook-ups.

Sewer not available.

Rental Deposit:

50% of Lease Fee is due at the time the reservation is made or when the contract is signed, whichever comes first.

NOTE:

1. Stalls and RV Hookup Fees are based on a 24-hour period.
2. Stalls and RV Hookups must be paid for prior to use or Sponsor may assign and take responsibility for payment to County.
3. Stalls and RV Hookups not paid for will be charged to Sponsor.

Cancellation:

Prior to 60 days — full refund

30-60 days prior- 50% refund

Less than 30 days — no refund

WAIVER, RELEASE, AND INDEMNIFICATION

(ADULT PARTICIPANT)

DESIGNATED EVENT:

DESIGNATED DATE(S):

The undersigned, being eighteen years of age or older, seek to participate in the "Event" designated above. In consideration of my being permitted to participate in the "Event", I do hereby FOREVER RELEASE, ACQUIT, and DISCHARGE the "Event", its employees, "Event" volunteers, Leon County, its agents, employees and volunteers, and "Event" organizers and volunteers, from any and all claims, causes of action, expenses, damages, and liability of any kind arising from my participating in the

"Event" designated above.

I further AGREE to INDEMNIFY and HOLD HARMLESS all those released above from any third party claim(s) which may arise from my participation in the "Event"; whether it be from my negligent act(s), omission(s), or otherwise.

I have been informed, and I understand that there are inherent risks involved in dealing with, and being around, livestock, and other animals; and I do hereby ASSUME all such risks while attending and participating in the "Event" designated above.

Signed on the \_\_\_\_\_\_\_day of ,20

Participant Witness (To signature)

Address: Address:

Tel: Tel.:

WARNINGS

UNDER TEXAS LAW, (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

ALSO, UNDER TEXAS LAW, A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

WAIVER, RELEASE, AND INDEMNIFICATION

(MINOR)

DESIGNATED EVENT:

NAME OF MINOR:

I am the parent or the legal guardian of the above-named minor child, and I give my permission and consent for this child to participate in the "Event" described above. I AGREE that I will provide or cause to be provided, responsible, competent adult supervision for my child at all times while participating in the "Event". I have been advised, and I understand, that some of the activities at the "Event" my child will be participating may involve livestock and/or other animals; and that there are inherent risks involved in being around or dealing with them. I do hereby ASSUME these "risks" of participation in the above "Event" on behalf of myself and my child named above.

In consideration of my child being permitted to participate in the above, designated "Event", I, and on behalf of my child named herein, do hereby RELEASE, ACQUIT, and FOREVER DISCHARGE the "Event", its employees and volunteers, Leon County, its agents, employees and volunteers, and "Event" organizers and volunteers, from any and all claims, causes of action, expenses, damages, and liability of any kind arising from my child's participation in the "Event" described above.

I further AGREE to INDENMIFY and HOLD HARMLESS all those "Released" herein from any third party claims arising from my child's participation in the "Event" described above; be it from my child's negligent act(s), or omission(s) to act, or otherwise.

This document shall be valid and effective for a period of twelve months from the date of signing as indicated below.

Signed on this the \_\_\_\_\_\_\_\_day of , 20

Signature of Parent of Designated Minor

Address:

Tel.:

The above, attached, and foregoing "Waiver, Release, and Indemnification" document was Acknowledged To Before Me by the Parent or legal guardian of the designated minor child , on the day of , 20

Notary Public, State of Texas:

WARNINGS

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ALSO, UNDER TEXAS LAW, A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

WAIVER, RELEASE, AND INDEMNIFICATION

(TO USE FACILITY)

DESIGNATED PURPOSE(S):

DESIGNATED DATE(S):

The undersigned, being eighteen years of age or older, seek to use the Leon County Expo facility and grounds for the above purpose(s), and on the above date(s). In consideration for my being permitted to use the Leon County Expo facility and grounds, I do hereby FOREVER RELEASE, ACQUIT, and DISCHARGE Leon County, its agents, and employees from any and all claims, causes of action, expenses, damages, and liability of any kind arising from my use of the above-described facility and grounds.

I also do hereby agree to INDEMNIFY and HOLD HARMLESS Leon County, its agents, and employees from any third party claim(s) which may arise from my use of the Leon County Expo facility and grounds; whether it be from my negligent act(s), omission(s), or otherwise.

I have been informed, and I understand that there are inherent risks involved in dealing with, and being around, livestock, and other animals; and I do hereby ASSUME all such risks while during the time I am using the Leon County Expo facility and grounds.

Signed on the day of ,20

Participant Witness (To signature)

Address: Address:

Tel: Tel.:

WARNINGS

UNDER TEXAS LAW, (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

ALSO, UNDER TEXAS LAW, A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES

**WAIVER**

The following required items pertaining to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be held at the Leon County Expo Center on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ are WAIVED by Leon County if the appropriate blank below is checked:

1. \_\_\_\_\_\_\_\_ All Fees; and Deposits
2. \_\_\_\_\_\_\_\_\_ Deposits; and
3. \_\_\_\_\_\_\_\_ Proof of Insurance

Approved By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Leon County Expo

Board Member

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Leon County Expo

Board Member

**3637 CR 305 LEON COUNTY EXPO CENTER**

**Buffalo, Texas 75831 LEASE AGREEMENT**

DATE:

LESSOR/OWNER: Leon County, Texas

LESSOR/OWNER ADDRESS: P.O. Box 429, Centerville, TX 75833

Tel. No.: 903-536-2331

LESSEE/EVENT SPONSOR:

LESSEE/EVENT SPONSER ADDRESS:

Tel. No.:

LEASED PREMISES: Leon County Expo Center, 3637 CR 305, Buffalo, TX 75831

EVENT:

NUMBER OF PARTICIPANTS:

DATE AND TIME OF EVENT:

PROOF OF INSURANCE ATTACHED: Yes No

Fully executed lease with proof of insurance attached must be submitted to County within ten days of initial event.

Lessor/Owner agrees to lease the above-described premises to Lessee/Event Sponsor for the above-described event on the above date(s) at the indicated time(s); and Lessee/Event Sponsor agrees to pay all applicable fees and deposits, and to abide by, and comply with, the "Rules for Lease Facility" which are attached hereto and incorporated herein for all purposes the same as if recited verbatim in this Lease Agreement.

Lessee/Event Sponsor that this Lease Agreement (does/does not) include the Leon County Concession Stand on the leased premises, (see Number 22, "Rules for Lease Facility"); and Lessee/Event Sponsor further agrees to abide by, and comply with said rules as applicable.

Lessee/Event Sponsor also agrees that the Leon County Expo Civic Center Facility Manager may attend any event being held on the Leon County Expo premises while in the performance of his duties at no charge to the Lessor/Owner. Lessee/Event Sponsor herein acknowledges and agrees that the leased premises described herein is leased for use "as is", "where is"; and no warranties or representations are made as to their condition, or the "fitness" for the use(s) by the Lessor/Owner.

This Lease Agreement shall be valid and effective as of the date last signed below.

Leon County-Lessor/Owner Lessee/Event Sponsor

By: By:

Title: Title:

Tel.: Tel.:

Date Signed: Date Signed:

WARNINGS

UNDER TEXAS LAW, (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

ALSO, UNDER TEXAS LAW, A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

WARNING

LEON COUNTY RESERVES THE RIGHT TO ASSERT ITS RIGHT TO SOVEREIGN IMMUNITY WITH RESPECT TO ANY POTENTIAL LITIGATION ARISING FROM THIS LEASE AGREEMENT.

LB:021715

WARNING

LEON COUNTY REQUIRES A NEGATIVE COGGINS TEST (EIA), ADMINISTERED BY A LICENSE VETERINARIAN WITHIN THE LAST 12 MONTHS, FOR ALL EQUINE ENTERING THE LEON COUNTY EXPO GROUNDS.

THE LESSEE IS RESPONSIBLE FOR VERIFYING ALL COGGINS TEST RESULTS ADMINISTERED FOR THEIR EVENT WHILE ON THE LEON COUNTY EXPO GROUNDS.

THE ANIMAL OWNER MUST HAVE THE COGGINS TEST RESULTS IN THEIR POSSESSION AT ALL TIMES WHILE THEIR EVENT IS GOING ON AT THE LEON COUNTY EXPO GROUNDS.

TITLE 4 AGRICULTURE

PART 2 TEXAS ANIMAL HEALH COMMISSION

CHAPTER 49 EQUINE

(n) Equine animals stabled, boarded or pastured within 200 yards of equine belonging to another person shall be considered to be a congregation point. All equine must have a negative EIA test within the last twelve months.

(o) Equine that participate in any assembly are required to have a current proof of a negative EIA test within the last 12 months. An assembly includes, but is not limited to, parades, rodeos, roping events, and trail rides. Sponsors of an assembly of equine are required to implement a procedure for review of records on each participating equine to confirm proof of a negative EIA test status within the previous 12 months prior to allowing entry of the equine into facilities or locations where the animals will be commingled. Procedures other than confirmation of proof of EIA test negative status by the event sponsor(s) at the time of arrival at the event shall be submitted to the Expo Director for consideration at least 30 days prior to the event. A decision regarding a proposed procedure will be provided to the sponsor within 10 days of receipt by the Expo Director.

(p) Equine that are in boarding stables, boarding pastures, breeding farms, and training stables are required to have a current proof of a negative EIA test within the last 12 months.