



**Kendall County Fair Association Inc.**  
 P. O. Box 954  
 1307 River Road  
 Boerne, Texas 78006  
 Phone: 830-249-2839 Fax: 830-249-7570  
[www.kcfa.org](http://www.kcfa.org)

**HALLS & GROUNDS RENTAL AGREEMENT**

This rental agreement is made between the Kendall County Fair Association Inc. (hereinafter referred to as "KCFA") and \_\_\_\_\_, (hereinafter referred to as Lessee) for the consideration and upon the terms and conditions hereof. This agreement is hereby acknowledged through accompanying signatures, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ made between the Lessee and KCFA.

**LESSEE:**

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip

Home Phone: (\_\_\_\_\_) \_\_\_\_\_

Cell Phone: (\_\_\_\_\_) \_\_\_\_\_

Work Phone: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

This agreement covers the rental of the hall and/or grounds and additional services described below: (Please check all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> New Hall at \$1000/day                       | <input type="checkbox"/> Clean-up Fee \$500 per area per day  |
| <input type="checkbox"/> Old Hall at \$1000/day                       | <input type="checkbox"/> Bar-B-Q Pit at \$100/day (\$50 deposit)  |
| <input type="checkbox"/> Exhibition Hall at \$600/day                 | <input type="checkbox"/> Kitchen at \$100/day   |
| <input type="checkbox"/> Pavilion at \$500/day                        | <input type="checkbox"/> Cash Bar Fee \$100/day   |
| <input type="checkbox"/> Arena, \$500/day, \$600/night                | <input type="checkbox"/> Parking Area Rental \$75/day (Parking only)  |
| <input type="checkbox"/> Extended time fee \$50 /day per area         | <input type="checkbox"/> Trailer/Camper Hookups (electricity only) \$30/day                                       |
| <input type="checkbox"/> Early Move in 1/2 of Rental fee/day per area | <input type="checkbox"/> KCFA Grounds or part thereof (describe) (Rental Fee commensurate to area provided) _____ |

Date(s) Needed: \_\_\_\_\_

Time needed for each date: \_\_\_\_\_

Extra Number of Chairs \_\_\_\_\_, Tables \_\_\_\_\_ needed. (only if available) (additional rental fee applies)

Type of Activity: (Please explain) How many expected to attend? \_\_\_\_\_

\_\_\_\_\_

## **TERMS AND CONDITIONS OF KCFA RENTAL AGREEMENT**

1) **RESERVATIONS:** Preliminary reservations may be made by phone up to one year in advance. Confirmed reservations will be made by the execution of this Kendall County Fair Association Inc. Rental Agreement. This Rental Agreement must be executed and the required security deposit paid at least 60 days in advance of the event. If no deposit is received, KCFA has the right to cancel this agreement and rent the facility to another applicant. The balance of the rental must be paid one day prior to the event at which time a key will be issued. (Regular recurring events, within a recurring agreement, will need to be paid on a monthly basis.)

2) **SECURITY/CLEANING DEPOSIT:** There will be a minimum required \$500 security/cleaning deposit per area rented to secure the date of the event. The amount of deposit may vary depending on the type of event. (All checks made payable to the Kendall County Fair Association Inc.) In order to get the full security deposit refunded to you (upon complete inspection by the KCFA Hall & Grounds Director) you must comply with all of the following: **SEE ATTACHED CHECKLIST**

- a) Kitchen, rented hall, bathrooms, the outside area around the facility must be thoroughly cleaned after the event with all chairs and tables organized as they were found.
- b) No damages to the halls and grounds have incurred due to the event because of use, occupancy, parking, decorations or any other means. If damages exceed deposit amount, cost of excess damages will be paid by Lessee.
- c) Barbeque pit (if rented), must be cleaned and stocked with new wood.
- d) Heaters, fans and lights must be turned off.
- e) All doors must be locked and keys returned the following day before 12:00 pm to the KCFA Halls and Grounds Director.

3) **CANCELLATIONS:** A forfeit of the security deposit (\$500) per area will occur when cancellation is not given at least 30 days prior to the event for each hall or area rented. Such cancellation must be in writing to KCFA and postmarked by the 30 day deadline.

4) **ALCOHOLIC BEVERAGES:** KCFA reserves the right to sell non-alcoholic and alcoholic beverages, including beer, during the length of this contract. KCFA will open the "Bar" at the lessee's request. If Lessee provides beer, it must be in keg form only. ALL Lessees' beer must be removed from the premises before the bar will be opened. NO glass beer bottles or canned beverages will be allowed on the KCFA property at any time during this contract.

5) **EVENT SECURITY:** Lessee must provide uniformed licensed peace officers for their event at their own expense (one for every 100 persons in attendance) but in no event shall Lessee provide less than one peace officer. Lessee must notify KCFA in writing as to which peace officers are assigned and at what times they will be on duty. Any exceptions to this rule MUST be approved by the KCFA Hall & Grounds Director only.

6) **RECURRING MONTHLY RENTALS:** In the event that this is a recurring monthly rental, any payment due to KCFA under this agreement shall be due and payable by the 5th of the month and immediately upon the event of termination. Failure to make any payment shall place the lessee in default. Acceptance by KCFA of any late payment shall not constitute a waiver of subsequent due dates or determination of default of this lease.

7) **LIABILITY INSURANCE:** (Requirement determined by the KCFA Hall & Grounds Director) The Lessee, for the event covered by this agreement, hereby warrants that he/she carries in full force and effect, and throughout the period of this Agreement shall continue to carry and maintain in full force and effect, liability insurance protecting the Lessee (owner) and KCFA from any and all claim(s) arising out of this Agreement. A copy of said liability insurance must be submitted to the KCFA Hall & Grounds Director as a part of this contract.

8) ASSIGNMENT: This lease agreement may not be assigned by lessee to another party. Only the party or organization that the signee legally represents may use the rented facility as per this lease agreement.

9) NOTICE OF TERMINATION: Lessee agrees that a thirty (30) day notice shall be given to KCFA as to the termination of this Agreement. KCFA also agrees to provide a 2 week notice toward the termination of this Agreement to the Lessee due to unforeseen emergency situations that may occur.

10) KCFA RENTAL RULES: The lessee hereby acknowledges receipt and understanding of the current KCFA Booking and Rental Policy and Liability Release and Indemnity Agreement which are incorporated by reference in full, as if fully set forth herein this Agreement. Lessee agrees he/she and his/her guests and invitees will be bound and abide by the aforementioned policy and agreement and accepts responsibility for the conduct of his guests and invitees according to these Rules contained therein. Lessee acknowledges that he/she has read and understands all the Rules and that KCFA may revise these Rules from time to time and Lessee agrees that any revision shall have the same force and effect as any current Booking and Rental Policy. KCFA will determine at its own discretion if Lessee or Lessee's guests or invitees have failed to abide by these Rules. Such failure may result in KCFA declaring the Lessee to be in default hereunder and result in the termination of this Agreement and full surrender of security deposit(s). Lessee also acknowledges the acceptance of the Liability Release and Indemnity Agreement set forth as part of this agreement.

ACKNOWLEDGEMENT

I, the undersigned, by my signature below, do hereby acknowledge that I have read and accepted this Agreement, the KCFA Halls & Grounds Rental Rules and the KCFA Liability Release and Indemnity Agreement and do hereby agree to this contractually binding agreement and do also agree to uphold all said rules and conditions of this agreement. My signature indicates my agreement to be fully responsible for the assigned rental space for the length of this agreement as stated in this contract. I also state by my signature below that I have reviewed and understood and signed the KCFA Booking and Rental Policy and that I have signed a Liability Release and Indemnity Agreement form in addition to this contract.

LESSEE SIGNATURE: (Must be person renting or a legal representative of the organization executing this agreement.)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization (if applicable)

KCFA DIRECTOR OF HALLS & GROUNDS RENTALS SIGNATURE

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**KCFA USE ONLY:**

Total Rental Fee: \$ \_\_\_\_\_ Deposit Paid \$ \_\_\_\_\_ Date: \_\_\_\_\_

Balance Remaining \$ \_\_\_\_\_ Refund Sent \$ \_\_\_\_\_ Date \_\_\_\_\_

Comment/Concern: \_\_\_\_\_

\_\_\_\_\_

(A copy of this agreement will be provided to the Lessee with all attachments and one will be maintained in the KCFA Office.)



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### **Facilities Booking and Rental Policy**

#### **Rules affecting the rental of KCFA property are herein stated:**

- 1. A rental contract between KCFA and the lessee is a legal document issued on a “first request basis”.** It is valid only when signed by the lessee and the KCFA Hall & Rentals Director or his Agent or authorized designee. A contract will not be validated without proper deposit and/or payment in full.
- 2. Contracts will be issued on an “as needed” basis.** Contracts for local events or events for short term rental needs may be issued up to one year in advance. Consecutive or multiple day events requiring long-term notice, such as conventions, livestock shows, horse and cattle shows, trade shows or other events that may be sponsored by a regional or national organization, may receive contracts up to three years in advance.
- 3. No date may be held** without a contract or deposit. “Tenured” events, those events that have used the facilities for two or more years, are allowed to have first options on the same dates for the next year. Any conflict of dates caused by request of lessee or by calendar will be resolved and/or mediated by the KCFA Board of Directors taking into account the varying circumstances. The Board’s decision will be final.
- 4. Annual dates for events** of the following organizations are hereby established as “protected dates” by order of the KCFA Board of Directors:
  - a. Kendall County Fair, Livestock Show and Rodeo Labor Day Weekend
  - b. Oma’s Christmas Arts & Crafts Show in December.
  - c. Kendall County Junior Livestock Show in January.
  - d. KCFA 4th of July Salute to Valor in July
  - e. KCFA Chili Bull in November.
  - f. KCFA 10K Race in the Spring of each year.
  - g. 4H events as scheduled by the Kendall County 4H Horse Club. These dates must be established by January of each year in order to be valid.
  - h. Other \_\_\_\_\_
- 5. To qualify for a NONPROFIT rental rate,** organizations must present, or have on file with the KCFA Board of Directors a current **IRS 501(c)3 determination letter**. The nonprofit organization must also complete a **KCFA Application for Assistance** and present same for approval by the KCFA Board of Directors. Copies of this form may be found in the KCFA office, on our web page and from the KCFA Halls & Grounds Director. **If a discount is awarded (minimum rental fee is \$200), it may only be applied to the base rental rate only and does not exclude the organization from a security deposit requirement or other fees.**

- 6. Rental Rates may, from time to time, be adjusted** by order of the KCFA Board of Directors. The contract will be adjusted at that time to reflect the new rental rates. (See attached Hall & Grounds Rental Information Sheet)
- 7. Exceptions to this policy** will be allowed only if the KCFA Board of Directors, by a majority vote at a regularly scheduled monthly meeting, grants approval of an exception. Such an exception will be provided in writing and duly signed by both parties.
- 8. Prohibited events** include events that do not conform to accepted community standards or any event that is scheduled that uses untrue or misleading information provided by the Lessee. The determination of a “prohibited” event is the sole responsibility of the KCFA Board of Directors and their decision will be final.
- 9. DAMAGES:** The rented areas will be inspected pre and post to the event. Any damages caused due to the rental will be assessed against the Security/Cleaning Deposit to full forfeiture of same. In the event that the damages are valued at more than the deposit, the Lessee will be responsible for paying for the excess damages in full by two days after the event. The cause, extent of damage and the amount required for repairs will be determined by the KCFA Board of Directors. The Board's decision is final.
- 10. CATERING DEPOSITS:** All catered events or events where food will be sold or served shall require a \$100 deposit on file with the KCFA Hall & Grounds Rental Director not less than 10 days prior to the event, to be used to cover any required cleanup which is caused by food being served at the event or for any related damages occurring. Any KCFA facilities used by the caterers or food servers must be left clean and in the condition that it was found on arrival. Cooking on the premises is only allowed with proper rental of the kitchen or Barbeque Pit.
- 11. RENTAL OF TABLES & CHAIRS:** Chairs and tables are for use ONLY on premises unless previously authorized by the KCFA Board of Directors. Rentals for these items are included in the rental fee if only those contracted are used. **If extra tables and chairs are requested beyond those contracted then a fee of \$5 per chair and \$20 per table will be assessed to lessee. (Only supplied if readily available)**
- 12. SET UP and TAKE DOWN:** **A fee of \$300 will be assessed if KCFA will be responsible for “setting up or taking down” of the facility for the scheduled event. Also major changes after the set-up will incur an additional charge of another \$150. Both of these fees are beyond the contracted basic rental fees.**
- 13. DECORATIONS:** The Lessee is responsible for their own safety and the safety of others associated with their event during the installation, display and removal of all decorations. Other rules that apply are:
  - a. Decorations causing damage to floors, walls, ceilings or to other surfaces or structures are not permitted.** This includes the application of tape, tacks, nails, staples, etc. KCFA Halls & Grounds Director **MUST** be consulted prior to the application of any and all decorations.
  - b. Use of water, candles and ceiling decorations MUST be approved by the KCFA Hall & Grounds Director prior to use.**
  - c. Glitter and/or confetti are not permitted.**

- 14. ACCESS:** In the event that access is needed prior to or after the event the following rules apply:
- a. Access will not be granted prior to an event if it conflicts with any other previously scheduled event.
  - b. Access after the event will not be granted if it conflicts with any other previously scheduled event.
  - c. All needs for additional access **MUST** be cleared with the KCFA Halls & Grounds Director 10 days prior to the event at which time all additional fees will be due.

**15. HOURS FOR EVENT RENTAL:** The KCFA facilities are available form 7:00 am to 1:00 am daily, with the premises vacated by 1:30 am. Any portion of a full day’s rental will still incur the full rental fee. ANY event that exceeds the established hours of rental for a single day will be charged the early move in or extended time fee, payable immediately upon completion of event.

**NOTE:** Other provisions govern the use of the KCFA grounds. Please read the Rental Agreement carefully as the Lessee will be responsible for adherence to all provisions.

**ACKNOWLEDGEMENT:** I, the undersigned, do hereby acknowledge that I have read and understand all the above rules and do hereby agree to abide these rules.

**LESSEE SIGNATURE:** (Must person renting or a legal representative of the organization executing this agreement.)

\_\_\_\_\_

Name (Please Print)

\_\_\_\_\_

Signature Date

\_\_\_\_\_

Organization (if applicable)

**KCFA DIRECTOR OF HALLS & GROUNDS RENTALS SIGNATURE**

\_\_\_\_\_

Name (Please Print)

\_\_\_\_\_

Signature Date

**( A copy of these signed rules with all attachments, will be maintained on file in the KCFA office and a copy will be given to the Lessee. )**



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**LIABILITY RELEASE & INDEMNITY AGREEMENT  
To accompany Facility Rental Agreement**

This liability release and indemnity agreement is entered into by and between the **Kendall County Fair Association Inc.**, their directors, owners, volunteers, agents, contract labor and employees (**hereinafter referred to as KCFA**) and the undersigned (**Releaser**).

**Releaser acknowledges that he/she is renting one or more of the facilities within the grounds owned by the Kendall County Fair Association Inc.**

**Releaser expressly UNDERSTANDS AND AGREES that there is an inherent degree of RISK and DANGER involved in participating in and/or being in the presence of formal and/or informal activities on the KCFA Grounds , but is not limited to, the risk of BODILY INJURY, DEATH, and PROPERTY DAMAGE to persons or property.**

For and inconsideration of KCFA providing facilities for rental to the Releaser, the undersigned agrees to **RELEASE and DISCHARGE** the Kendall County Fair Association Inc., including their directors, owners, volunteers, agents, aids, contract labor and employees, **OF AND FROM ANY AND ALL LIABILITY** for, but not limited to, **BODILY INJURY, DEATH, and PROPERTY DAMAGE** which arises out of or is connected with **NEGLIGENCE and/or FAULT** of KCFA, including their agents, aids, volunteers, representatives and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity. This constitutes a period of 24 hours before, during and 24 hours after an event for which the facilities were rented and refers to all who participated in the event in any way.

The undersigned also agrees to **INDEMNIFY, HOLD HARMLESS, AND DEFEND KCFA**, including their directors, owners, volunteers, agents, aids, contract labor and employees, **OF AND FROM ALL LOSSES, COSTS, DAMAGES, AND EXPENSES (INCLUDING COURT AND ATTORNEY'S FEES)** THAT ARISE OUT OF OR ARE CONNECTED WITH **BODILY INJURY, DEATH OR PROPERTY DAMAGE** which arises out of or is connected with **NEGLIGENCE and/or FAULT** of KCFA, including their agents, aids, volunteers, representatives and employees that may occur during the preparation for an activity, during the activity and during the take down phase of an activity. This constitutes a period of 24 hours before, during and 24 hours after an event for which the facilities were rented and refers to all who participated in the event in any way.

The undersigned, upon the signing of this document, states that he/she as sole representative or as a duly designated representative of an organization, **has carefully read the foregoing Liability Release and Indemnity Agreement and thereby knows and understands the contents thereof**

**and signs the agreement of his/her own free will and act.** The terms and conditions of this Liability Release and Indemnity Agreement are contractual and not a mere recital.

**SIGNATURES:**

**RELEASER:**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Legal Representative:

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Position

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**KCFA REPRESENTATIVE:**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office/Position

(A copy of this form will be provided to the releaser and a copy is to be maintained in the main office of KCFA. This form must be completed by all Renters before any contracts are considered to be complete.)



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**HALLS AND GROUNDS RENTAL INFORMATION**

<b>HALL/GROUNDS</b>	<b>SIZE (sq. ft.)</b>	<b>CHAIRS</b>	<b>TABLES</b>	<b>KITCHEN (2)</b>	<b>HEATING</b>	<b>STAGE</b>	<b>BASIC RENTAL COST</b>
Large Hall	11,500	600	75	yes/bar	yes	yes	\$1000
Old Dance Hall	7,200	200	25	yes/bar	yes	yes	\$1000
Exhibit Hall	11,520	UPON REQ	UPON REQ	no	yes	no	\$600
Pavilion	11,200	(3)	(3)	no	no	yes	\$500
Rodeo Arena (day) (1)		1500 grandstand		yes/bar	no		\$500
Rodeo Arena (night) (1)		1500 grandstand		yes/bar	no		\$600
Horse Stables (4)							\$75

(1) Note: “Day” is during normal daylight hours, “Night” is any hours or part of an hour that the overhead lights are used.

(2) Note: Kitchen, Bar and Bar-B-Q pit must be rented separately and applicable fees apply. Please see KCFA Rules & Contract.

(3) Note: When renting the Pavilion, all tables and chairs must be rented separately and incur a fee as per the KCFA Rules & contract.

(4) Note: Rental of the horse stables requires a separate rental contract and rental rules.



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**HALLS AND GROUNDS CLEANUP CHECKLIST**

ITEM	LESSEE CHK	DIR CHECK
TABLES PLACED BACK		
CHAIRS BACK ON TABLES (8 PER TABLE)		
ALL TRASH REMOVED TO DUMPSTERS		
FLOORS SWEEPED		
SPILLS MOPPED UP		
ALL DECORATIONS REMOVED		
ALL HANGERS USED FOR DECORATIONS REM.		
FIRE EXTINGUISHERS INTACT(100.00 FEE IF NOT)		
TRASH REMOVED FROM GROUNDS AROUND		
HALL RENTED		
KITCHEN CLEANED IF USED		
BAR AREA CLEANED IF USED		
PAVILLION SWEEPED IF USED		
ALL LIGHTS AND FANS TURNED OFF		
HEATERS TURNED OFF IF USED		
SMOKING ALLOWED ONLY OUTSIDE		
TRASH IS TO BE PLACED IN THE DUMPSTER NOT		
OUTSIDE THE DUMPSTER		

\* any of above items not completed will be subject to a reduction in deposit returned at the discretion of the Halls and Grounds Director

**KCFA REPRESENTATIVE:**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Office/Position