Brazos County Events Facilities Contract

This agreement, made and entered into this day by and between Brazos County, Texas a political subdivision of this state of Texas herein after called Lessor, acting by and through its duly authorized Center Director, and **Brazos County Veterans Service Office, C/O: Pam Robertson** hereinafter called Lessee, is as follows:

1. That, upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed, Lessor does hereby grant unto Lessee the right to use and occupy the following described space and Premises located in the Brazos Center, 3232 Briarcrest Drive, City of Bryan, Brazos County, Texas to-wit: Facility: **BRAZOS CENTER** Space: **ASSEMBLY 1 & 2 & 3 & HALF PARKING LOT (FOR DISPLAY VEHICLES AND PARKING ONLY)** hereinafter the "Premises". This agreement allows use of facilities by lessee for said purpose of: **Resource Fair** on dates and times as indicated:

Date	IN TIME	BOOKED TIME	OUT TIME
11.01.2025	10:00AM	12:00PM TO 5:00PM	6:00PM

Lessee agrees that in the event it has not fully vacated the premises by the expiration of the final time set forth above, it will forfeit one-half of the security deposit placed for that event.

2. Lessee agrees to deposit with Lessor as a security deposit for the above Premises the sum of **N/A (COUNTY COMPED PER JUDGE KACAL ON 8/22/25-NO DEPOSIT REQUIRED)**, the disposition of which shall be governec by the regulations governing the Brazos County Events Facilities. Lessee acknowledges a receipt of a copy of the schedule of the regulations governing the Brazos County Events Facilities and agrees and covenants to be bound by the terms thereof. Public or private promotion for any event may take place only after the required security deposit is made to Lessor. The security deposit is not applied toward the total fees.

3. Lessee hereby covenants and agrees to pay lessor, at its office at the Brazos Center, for the use of the Premises sum of **TBD (PAM WILL COLLECT VENDOR AND FOOD TRUCK FEES)**. All fees must be paid at least two weeks before the event, with the exception of fees for rooms 102,106,and 108, which are payable at the time of booking. Fees paid less than 14 days before the event are required to be paid in cash or cashier's check. Plus all required charges set forth in Lessor's schedule of fees and charges for additional services, accommodations or materials furnished to or loaned to Lessee. Lessee acknowledges a receipt of a copy of the schedule of fees and charges and covenants that it is bound thereby.

4. Lessee shall have possession of the premises for the purpose and term aforesaid, including corridors necessary to accommodate patrons, along with rest rooms customarily open to the general public.

5. Lessor will furnish, at its expense, all utilities necessary for operation of the Brazos Center and all janitorial service deemed necessary by Lessor. Lessor shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly through no fault of Lessor.

6. Lessor shall have the right to enforce the observance of the Regulations of the Brazos County Events Facility by Lessee's ushers, gate men, ticket takers and all other employees and agents of Lessee and to remove all such employees and agents (i) not complying with said Regulation or (ii) not conducting themselves in an acceptable manner, is the Lessor's sole discretion. Lessor through its officers and agents, including police officers, shall also have the authority to eject any objectionable person(s) from the Premises or building. In the event of the exercise of this authority, Lessee hereby waives and releases any claim for damages against lessor, its officers, agents and employees on account thereof.

7. The event described herein will have **2 (MINIMUM NUMBER OF OFFICERS REQUIRED FOR AN OPEN TO THE PUBLIC EVENT ON A WEEKEND. CONTACT MAY PROVIDE THEIR OWN SECURITY. SECURITY MUST BE ARMED AND UNIFORMED AND SCHEDULED FROM THE BEGINNING TO END OF EVENT)** certified, uniformed security officers who are directly supervised by a governmental agency, scheduled from **12PM** until **5PM**, by Brazos County Events Facilities personnel. Charges for these services are the responsibility of Lessee at a cost of $28.35 per hour per officer. International Security minimum 4 hours, Sheriffs Office minimum 2 hours. Officer requirements will change should the expected number of people or alcohol change.

8. No gasoline, oil, flashlights, or any other artificial lighting, or electrical equipment shall be permitted in the Premises, and no engine, motor or machinery shall be operated on the Premises without the prior written consent of the Center Director. Candles are prohibited unless the Center Director approves complete plans for their use. Doors under lighted exit signs may not be blocked or locked unless the leased space is empty of people. Decorations are permitted according to the guidelines set forth in the Regulations for use of Brazos County Events Facilities. No glitter or confetti is allowed on the Premises.

9. Lessor reserves the right after the termination of the time for which the Premises are rented, to remove from the building all personal property remaining. Lessee shall return the facilities in the same condition as when received. Lessee will be responsible for cleaning up any areas, which as a result of Lessee's use will require clean-up. Before leaving the Premises after the event, Lessee or Lessee's agent will remove any litter in the Brazos Center parking lot deposited by Lessee and dispose of that litter in an approved depository. All or part of the security deposit placed by lessee will be retained by the Brazos County Events Facilities, at the discretion of the Center Director, if the lessee does not comply with the clean-up policy. See Regulations for use Brazos County Events Facilities.

10. To the extent allowed by the law and constitution of the State of Texas, the Lessee agrees to and shall indemnify and hold harmless and defend the Lessor, its officers, agents, elected officials and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to or death of any person, or damage to any property, or for any breach of contract arising out of or in connection with this lease agreement and the purposes for which this lease agreement was entered into, including but not limited to property damage, injuries and death due to the act, omission, mistake, fault, default, or negligence of (1) the Lessee, its agents and employees; and (2) any invitees, licensees or guests of the Lessee and (3) the passive negligence or vicarious Liability of the Lessor, its officers, agents, or employees.

11. Cancellations: In order to receive a deposit refund, cancellation notice must be given 90 days before your event. No cancellation on a setup day unless both days are canceled 90 days before your event. The lessee will forfeit their fees if cancellation is received less than 72 hours before the time of occupancy, or if the event was of the type that did not require a deposit. Lessee will also forfeit their fees for a "No Show". Lessor reserves the right to cancel any event that has not met all criteria outlined in Brazos Center policies. Lessee will forfeit deposit and any fees for cancellation of an event due to failure to comply with policies.

12. At least ten days prior to the commencement of the term of this agreement, Lessee, if required, shall provide Lessor with evidence that it has comprehensive public liability insurance for bodily injury or death in the minimum amount of **five hundred thousand dollars ($500,000)** per occurrence, which insurance shall cover the event for which this agreement is made. The insurance must be issued by a company licensed to do business in the state of Texas. The policies shall be in the name of Lessor and Lessee along with the officers and employees of both. A governmental agency may show or acknowledge proof and limits of Financial Responsibility. Please provide limits and source of Financial Responsibility.

13. Neither the corridors, passageways, nor exits shall be obstructed by Lessee, nor shall be used for any purpose other than ingress or egress, except as approved by the Center Director.

14. In the event the Premises or the building of which the Premises are a part shall be destroyed by fire or other cause, or of any other casualty or unforeseen occurrence or other causes shall render the fulfillment of the agreement by Lessor impossible, then the term of this agreement shall end and Lessee shall be liable to pay rent only up to the time of such termination, and Lessee hereby waives and releases any claim for damages or compensation on account of such termination prior to occupation of the premises.
b. Acts of God and Emergencies. Neither party shall be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, Acts of God, Government restrictions, wars, insurrections, natural disasters or other emergencies as declared by Federal, State or County agencies or departments for use of the Brazos Center for emergency civilian housing, and/or any other cause beyond the reasonable control of the party whose performance is affected.

15. Lessor, through its Center Director, peace officers, or other designated representatives, shall have the right at any time to enter any portion of the Premises for any purpose whatsoever, and the entire building, including the Premises covered by this agreement, shall be at all times be under the charge and control of the Center Director.

16 Lessee agrees to comply with all laws of the United States, the State of Texas, all ordinances of the City of Bryan, Texas, and all rules and regulations adopted by the Commissioner's Court of Brazos County, Texas governing the use of the Brazos Center. Lessee agrees to obtain and pay for any and all necessary permits and licenses.

17. Lessee will not post, exhibit or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters or cards of any description on the Premises (inside or outside the building or on any adjacent grounds), except as authorized by the Center Director. Lessee agrees to immediately remove all signs, advertisements, show bills or other material, which are unacceptable to the Center Director.

18. This agreement may not be assigned by lessee in whole or in part. Lessee further agrees and understands that it may not sublet any portion of the Premises, without the written consent of the Lessor.

19. Lessee accepts the building, its fixtures and equipment, in their present condition and state of repair. All repairs and replacement required to return the building and its furnishings, fixtures & equipment to their present condition will be at the expense of Lessee upon demand by Lessor.

20. Lessee does not hereby acquire a right to concessions located upon the Premises, and the right to operate concessions is hereby reserved to Lessor and its assigns unless such right has been specifically granted to Lessee in writing.

21 Lessor reserves all rights and privileges for outgoing television and radio broadcasts originating from the Brazos Center during the term of this agreement. Should Lessor grant to Lessee such privilege. Lessor has the right to require advance payment of any estimated related cost to Lessor and may also require payment for said privilege in addition to rental fee. The grant of such privilege must be in writing, and obtained from the Center Director in advance of the broadcast date.

22. Lessee shall not install any wire, electrical appliances, plumbing fixtures or pipes without first securing the written consent of the Center Director.

23. Lessee shall not admit to the Premises a larger number of persons than the seating capacity thereof. The ruling of the Center Director on this question shall be final.

24. **All Alcohol served on the Premises must be served pursuant to a current TABC Temporary Event Permit. Providing "FREE" alcohol without a current TABC Temporary Event Permit is PROHIBITTED. All bottles/pitchers must remain in the service area. Alcohol must be contracted with approved vendor on our list for the purchase and service of the alcohol. Alcohol can not be served until officers have arrived and will be cut off 30 minutes prior to the end of the event time reflected above. ABSOLUTELY NO OUTSIDE ALCOHOL PERMITTED and NO SHOTS.**

25. Lessee assumes responsibility for any items borrowed from the Brazos Center. This includes public address equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the required security deposit.

26. Lessee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event.

27. No Smoking is allowed inside Brazos County Events Facilities buildings.

28. No dogs or other pets will be brought into the facility, with the exception of persons requiring service animals for visual impairment, disability or medical reasons, without written permission from the Center Director.

NO SMOKING, NO GLITTER, CONFETTI, STRAW, HAY, OR PEANUTS. NO TAPE ON FLOORS UNLESS APPROVED IN ADVANCE

IF LESSEE AGREES WITH ALL TERMS OF THIS CONTRACT, THE LESSEE WILL NEED TO SIGN THE CONTRACT AND RETURN TO THE BRAZOS CENTER. ONCE RECEIVED, THE CONTRACT WILL BE SIGNED BY THE DIRECTOR / AUTHORIZED BRAZOS CENTER REPRESENTATIVE.

BRAZOS COUNTY, TEXAS
LESSOR

By Courtney Bue
Brazos Center Authorized Signature

8/25/25
Date

LESSEE

By
Authorized Signature

8/25/25
Date