

ALVIN YOUTH LIVESTOCK ARENA ASSOCIATION (“AYLAA”)

P. O. Box 1596

Alvin, Texas 77512

Phone 346-272-9304

Website WWW.AYLAARODEO.ORG

AYLAA Rental Rates, Rules & Contract

Dear Potential Renter,

Thank you for your interest in a Alvin Youth Livestock Arena Association facility for your upcoming event. Before you book with us, we would like to go over a few matters relative to arena rentals to assist you with your event planning.

The attached application is your rental contract; therefore, all information presented on the application will be considered accurate and final. If you find any mistakes, please contact the rental supervisor as soon as possible.

The arenas are prepped based on the information provided in your application including preparation technique (watered, watered & dragged, flat, etc.) and the depth of the loose material. In general circumstances, arenas are closed the day before a private rental and prepared. Once prepared, the arena is locked down until the contracted rental time on the application/contract.

Restrooms are cleaned and stocked prior to private rentals and the cleaning of the facility is the responsibility of the renter. Trash is also the responsibility of the renter. In the event that more supplies are needed, a call-out number for the day(s) of your event will be provided. Arena steward services, including tractor and drag services are not available. If you require these services, you must provide your own equipment and personnel.

Security is required for public/special events and private events that have an estimated attendance of 100 or more persons, have alcohol, or events that charge admission/registration fees, have live bands, DJs or amplified music. Please see the security requirements of the application for more details.

General liability insurance is also a requirement.

In the event that lights are left on in the arena after your rental ends and notification is made to the AYLAA board, we may retain your damage and/or clean- up deposit.

Potential renters must schedule an appointment with the Rental Supervisor in order to book an arena. Please call Cassie Achille at 832-250-2688 or Haley Griffin at 713-419-1149 4, M-F from 8am-5pm to do so or email: aylaaboard@gmail.com
We look forward to working with you

Set-Up Date: _____ Start time: _____ End Time: _____

Event Date(s): _____ Start time: _____ End Time: _____

*Event Date(s): _____ Start time: _____ End Time: _____

(Two-day event) / add additional line for 3+ day event Break-down

Date: _____ Start time: _____ End Time: _____

Reservations can only be made 1-2 months in advance.

Other: _____

*Estimated # attending event: _____ (include vendors, staff, volunteers and participants)

Are you charging admission fees for spectators at the event? YES NO

Descriptive summary of the event (attach additional sheets if necessary): _____

Parking: what areas of the facility are you requesting for trailer parking? _____

Name of Applicant: _____ (Photo ID req. / age 21+)

Company Name (if applicable): _____

Mailing address: _____

City: _____ State: _____ Zip: _____

Email address: _____

Cell Phone (_____) _____ Other Phone (_____) _____

Event Day Contact Name: _____ Phone (_____) _____

_____ Portable Toilets: Indicate the number of portable toilets you will have at your event.

Minimum of (1) per one hundred (100) participants is required.

_____ # of Regular _____ # of ADA _____ N/A When will they be delivered? _____

*For multi-day events, servicing of port-a-lets is required! _____

*Event Clean-Up/Trash:

Who is responsible for the event

clean-up? _____

Contact Phone Number: _____

Will your event have a dumpster? _____ YES _____ NO

What size? _____ When will it be delivered? _____

Recycling: Do you have a plan for recycling for the event? If so, please describe:

Concessions: Groups or individuals wishing to use the Concession Stand Facilities during their reserved/permitted event must schedule such use with the AYLAA at least two

weeks prior to their event date, which has "First Right of Refusal" for use of the Concession Stand Facilities as granted under Section F of the second amendment to the interlocal agreement by the inclusion of Article VIII-B "Use of Improvements within Rodeo Arena". Please call the AYLAA for more information at: 832-250-2688.

_____ First Aid Plan: Will you have a first aid station on-site? _____ YES _____ NO

What are your plans for a minor/major emergency? _____

Does your event layout provide for emergency vehicle access? _____ YES _____ NO

_____ Security: The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the applicant and park property.

Security: Uniformed "Texas Commission on Law Enforcement Officers Standards and Education (TCLEOSE) certified Peace Officers, with the exception of reserve Peace Officers, employed by Law enforcement agencies located within BraCounty are required for any Public, Special Event or Company Picnic with alcohol or an estimated attendance of 100 or more, any Mass Gathering, or a Private Event with an estimated attendance of 100 or more, private events in which alcohol is present, or an event with admission fees, live bands, and DJs or amplified music.

The minimum number of Peace Officers required for events with alcohol is two for the first 199 people in attendance; of the two, one of the required Peace Officers must be a TCLECOSE Certified Brazoria County Sheriff's Deputy or a Brazoria County Constable. If an Event exceeds the attendance as defined below, one additional Officer for each additional 100 people in attendance is required. AYLAA Supervisor may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (not during set-up) until the last event attendee leaves the facility. If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive).

It is the Applicant's responsibility to make arrangements for Security.
Arrangements for Security under normal circumstances should be made 30 calendar days in advance.

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**** ALL ARE SUBJECT TO QUOTE UPON BOOKING****

Arena	Charge	Clean up and Damage Deposit	***Security Required	Insurance Required	AYLAA Member	rental
ARENA - concert	\$750	\$1000.00	Yes	Yes	No	
4-H Practice	CALL FOR REQUEST	N/A	No	Waiver	No	
4-H Show	CALL FOR REQUEST	N/A	No	Waiver	No	
4-H Show w/livestock	CALL FOR REQUEST	N/A	No	Waiver	No	
Team Penning pkg	\$350.00/day	\$250.00	***	Yes/Waiver	No	
Team Roping pkg	\$350.00/day	\$250.00	***	Yes/Waiver	No	
Team Sorting pkg	\$350.00/day	\$250.00	***	Yes/Waiver	No	
Clinic w/livestock	\$350.00/day	\$250.00	No	Yes/Waiver	No	
Barrel Racing	\$350.00	\$250.00	***	Yes/Waiver	No	
Play Day/no livestock	\$200.00	\$250.00	No	Yes/Waiver	Yes	
Clinic /no livestock	\$200.00/day	\$100.00	No	Yes/Waiver	Yes	
Individual Rider w/lights	\$35.00/hr.	N/A	No	Waiver	Yes	
Rodeo (includes electricity)	\$500.00	1500.00	YES	YES/ WAIVER	NO	
Bull Ride (includes electricity)	\$500.00	1500.00	YES	YES/ WAIVER	NO	
Tractor with Operator	\$60.00/hr.	NA	NA	NA	NO	
Announcer's Booth	\$75 - PA system included	200.00	NA	NA	NO	
Concession Stand	\$200.00	200.00	NA	NA	NO	
Meeting Room	\$150.00	200.00	NA	Yes	NO	
Concession Stand and Meeting Rm Combo	\$350.00	200.00	NA	Yes	NO	
Light Pole turned on	\$50/ day	NA	NA	NA	NA	
Lights	\$30/hr Min 4 hrs	NA	NA	NA	NA	
Pavilion (no electric)	\$150.00	200.00	YES	YES	NO	
Pavilion w/electricity	\$100/hr Min 4 hrs	200.00	YES	YES	NO	
MISCELLANEOUS						
TOTAL						

“Arena” herein is referring to the real property located at: 2500-2598 Smith Ave, Alvin, TX 77511, known as the ALVIN YOUTH LIVESTOCK ARENA (sometimes identified as “Premises” or “Leased Premises”).

Arena rental includes limited preparation of the grounds. **Rental does not include use of tractor or drag.**

If the rental is not scheduled two (2) days prior to rent day, renter will use the Arena “As is”, meaning no prep work will be conducted.

AYLAA maintenance superintendent call out - \$30.00 Hr. (4 hr. minimum)

Arena must be reserved with contract, deposit, and insurance in the AYLAA Office PRIOR to the event.

Any event with livestock must be cleared through the office prior to unloading cattle.

All Lights must be turned off and gate locked when leaving.

Rental Packages Include: one (1) Dumpster – Extra dumpsters are \$50 each.

Barrel Race Rental Includes: Arena, Electricity/Lights, Announcers Booth and PA for 24 hours

Bull Ride Rental Includes: Arena, Electricity/Lights, Announcers Booth and PA for 24 hours

Rodeo Rental Includes: Arena, Electricity/Lights, Announcers Booth and PA for 24 hours

Roping Rental Includes: Arena, Electricity/Lights, Announcers Booth and PA for 24 hours

Concert Rental Includes: Arena, Electricity/Lights for 24 hours

General Rules

GENERAL ARENA RULES

1. No alcohol beverages inside the Arena.
2. No glass containers inside the Arena or surrounding areas.
3. No dogs, cats, pets, etc. inside the Arena. All animals outside the Arena must be on a leash, lead, rope or bridled.
4. No animals are to be tied to fences.
5. All horses and cattle must comply with TAHC rules and regulations. All horses entering the Arena area and AYLAA fairgrounds MUST HAVE CURRENT COGGINS TEST PAPERS.
6. The use of ATVs are prohibited on AYLAA property, golf carts are permitted. This includes both BBQ and Arena area(s).

TEXAS ANIMAL HEALTH COMMISSION LAW

Lessee agrees to take sole responsible and is mandated by the terms of this contract to check all Coggins documentation for every Horse on the Arena property during the time period of the rental agreement.

Any failure to comply with any Texas Animal Health Commission law will result in the cancellation of the contract and all animals to be removed from the AYLAA property without delay.

USE OF PREMISES

The premises to be leased are to be used for: (Please write in the usage) _____

_____ (herein "Activities").

Lessee agrees to restrict their use to such purposes, and not to use, or permit the use of the premises for any other purpose without first obtaining the consent in writing of Lessor, or of Lessor's authorized agent.

NO WASTE, NUISANCE, OR UNLAWFUL USE

Lessee shall not commit, or allow to be committed, any waste on the premises, create or allow any nuisance to exist on the premises, or use or allow the premises to be used for an unlawful purpose.

CLEAN UP/DAMAGE DEPOSIT

Lessee has this date deposited with Lessor the additional sum of (\$_____) DOLLARS, the receipt of which is hereby acknowledged by Lessor as security for the faithful performance by Lessee of the following mentioned terms and conditions to be performed and kept by Lessee.

- 1) Lessee must clean the leased premises to a condition in which the Lessee found it, if not better,
- 2) All trash barrels must be emptied into dumpster on the grounds near the service gate,
- 3) It is the Lessee's responsibility to obtain additional dumpsters, if needed,
- 4) Lessee must clean the Arena's parking area as well,
- 5) Clean up must occur within the lease term, to allow Lessor to inspect prior to next rental, and
- 6) If Lessee failed to comply with clean up, the Lessor may retain the clean-up/damage deposit, as may be reasonably necessary to clean up after Lessee.
- 7) If damage to the leased premises is found during or after rental inspection performed by the Lessor's representative. Lessor may retain any portion of the clean-up/damage deposit as may be reasonably necessary to make such repairs.

FAILURE TO COMPLY CAN RESULT IN LESSEE'S FORFEIT OF THE FULL SECURITY DEPOSIT.

Lessee's Initials _____

OTHER DEPOSIT DEDUCTIONS

If at any time during the term hereof Lessee shall be in default in the payment of rent herein reserved or any portion thereof, or of any other sums expressly constituting rent hereunder, Lessor may appropriate, retain and apply any portion of the clean-up/damage deposit as may be necessary to the payment of the overdue rent or other sums expressly constituting rent hereunder.

Any remaining portion of the clean-up/damage deposit, after any lawful deductions as set out above, shall be returned to Lessee no later than ten (10) business days after termination of this lease, directed to the address left by Lessee. Lessee responsible for providing proper address.

SECURITY

Security on the leased premises during the term of this Lease Agreement shall be the responsibility and expense of Lessee and shall be provided as follows:

INSURANCE, INDEMNITY, LIABILITY AND LOSS OR DAMAGE

Lessee agrees to and shall secure sufficient liability insurance from a good and reputable company to cover said event and maintains this insurance during the entire term of this lease.

The following coverage must be obtained: One Million Dollars (\$1,000,000) General Liability Insurance, naming Lessor as an additional insured. A Certificate of Insurance evidencing such policy shall be furnished to the Lessor

within 48 hours of signing this Lease Agreement. Lease Agreement will be canceled by Lessor if proof of said insurance is not provided within the 48-hour period. There will be no exceptions.

Note: General Liability does not cover Liquor Liability.

PROPERTY ACCEPTED “AS IS”

By moving into the leased premises, or taking possession thereof, Lessee accepts the leased premises, equipment and/or accessories (i.e. tables, chairs, etc.) “as is” and accepts the same being suitable for the purposes for which the same are leased.

WAIVER OF LIABILITY AND INDEMNIFICATION

Lessor shall not be liable to Lessee, Lessee’s agents, employees, guests, invitees, or to any person claiming by, through or under Lessee for any injury to person, loss or damage to property, or loss or damage to Lessee’s business, occasioned by or through the acts or omissions of Lessor or its agents, contractors, servants, invitees, or licensees.

Lessee does hereby agree by the acceptance hereof that Lessee shall indemnify Lessor, Lessor’s heirs, employees, directors, officers, agents, or assignees, including but not limited to, the County of Brazoria, Texas, and Lessee agrees to save and hold harmless from all suits, actions, damages, liability and expense in connection with bodily or personal injury, including loss of life, property damage or other damage arising from or out of any occurrence in, upon, at or from the Leased Premises, or the occupancy or use by Lessee of the Leased Premises or any part thereof, or which is occasioned wholly or in part by any action or omission of Lessee, its agents, contractors, employees, servants, invitees, guests or licensees. If Lessor, Lessor’s heirs, employees, directors, officers, agents, or assignees, including but not limited to, the County of Brazoria, Texas (herein “Lessor Et Al.”), shall, without fault on their parts, be made a party to any action commenced by or against the Lessor, the Lessee shall protect and hold Lessor Et Al. harmless and shall pay all costs, expenses, and reasonable attorney’s fees.

ASSIGNMENT OR SUBLEASE

Lessee agrees not to assign or sublet all or any portion of leased premises without prior written consent from Lessor. Leased premises cannot be occupied by anyone prior to start of lease term without prior written consent from Lessor. If Lessor gives consent, additional charges to Lessee may be incurred.

DELIVERY OF POSSESSION

If Lessor shall be unable for any reason whatsoever to deliver possession of the leased premises on the commencement date of the term hereof, it shall not be liable to Lessee for any damage caused thereby, nor shall this lease thereby become void, nor shall the term hereof in any way be extended, but in such event Lessee shall not be liable for any rent herein reserved until such time as Lessor can and does deliver possession.

SURRENDER OF PREMISES

Lessee agrees to and shall, on expiration or sooner termination of the term hereof, promptly surrender and deliver the leased premises to Lessor in good condition, ordinary wear and tear accepted. Lessee shall, at Lessee’s own cost and expense on expiration or sooner termination of the term hereof, remove all property belonging to Lessee or Lessee’s agents, contractors, servants, invitees, licensees, or employees. Any property not so removed shall be deemed to have been abandoned by Lessee and will be retained or disposed of by Lessor.

ALTERATIONS

Lessee shall not alter the leased premises without the prior written consent of the Lessor to do so.

ADVERTISING

Lessee is expressly forbidden from making any statements, press releases, advertisements, or other actions that would in any way create the impression that the activities to be performed are sponsored by or are the activities of the AYLA A Fat Stock and Fair Association, Inc. At the request of the Lessor, any such advertising shall include a statement to the effect that the AYLA A do not sponsor such activity. Lessor reserves the right to review event advertisements prior to publication. If in Lessor’s opinion, advertising is contrary to the purposes and ideals of the Fair Association, or if it does not comply with the above stipulations, Lessor may request that Lessee make proper revisions.

MISCELLANEOUS PROVISIONS

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in AYLA A, Texas. Unless otherwise provided herein, any notice, tender, or delivery to be given by either party shall be in person or in writing by First Class mail, postage prepaid and shall be deemed received when actually in possession of the other party. All notices provided to be given should be at the address below.

Lessor: **ALVIN YOUTH LIVESTOCK ARENA ASSOCIATION**

P. O. Box 1596 Alvin, Texas 77512

346-272-3904

Lessee: _____ Date(s) of Rental _____

Address: _____

Driver’s License # _____ Phone _____ Email _____

EXECUTED THIS THE __ DAY OF ____, 20__.

_____ “LESSEE” Printed “LESSEE” Signature

_____ “LESSOR” AYLA A Representative

OFFICE USE ONLY	
Rental Fee \$ _____	
Date Paid _____	Receipt # _____
Cash _____	ck# _____ CC _____
Deposit Fee \$ _____	Date Paid _____
Cash _____	ck# _____ CC _____
Insurance _____	
\$ Total Payment \$ _____	

If using a credit card- please complete this part:-	
All cc transactions are subject to a 4% convenience fee.	
NAME ON CARD _____	
CARD NUMBER _____	
EXP ____ / ____	CVV: _____
MM/ YYYY	ADDRESS _____

SIGNATURE AUTHORIZING CHARGE: _____	

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

IMPORTANT NOTICE BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE FACILITIES/PROPERTY AND/OR PARTICIPATION IN ACTIVITIES AT THE PROPERTY, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE, INCLUDING ANY CLAIMS OF ANY NATURE OR KIND ARISING OUT OF THE NEGLIGENCE OF THE OWNER OF THE PROPERTY, AND ANY OF THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS OR REPRESENTATIVES (“Releasees”).

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF, AND THE AGREEMENT TO ITS TERMS.

Participant hereby enters into this agreement in consideration of his/her ability and permission to participate in any activity, including but not limited to, interacting with livestock, horses, cattle, livestock or other, including feeding, grooming, harnessing, saddling, leading, training, walking, riding, and by-standing OR use other use of the facility/Property as identified herein. In exchange for the right to enter and/or use the ALVIN YOUTH LIVESTOCK ARENA (hereafter referred to as “Property” or “Arena”), located at: 2500-2598 Smith Ave, Alvin, TX 77511, Brazoria County, Texas, the Participant agrees to the following:

WAIVER: Participant, and per Participant’s consent and desires, his or her executors, executrixes, administrators, assignees or heirs, waive or waives any and all rights and claims for damages, losses, demands and any other actions whatsoever, which he or she, individually or collectively, may have or which may arise against, the Land Owner: **ALVIN YOUTH LIVESTOCK ARENA ASSOCIATION, INC**, including Landowner’s heirs, employees, directors, officers or agents, (collectively herein “Land Owner Et Al.” or “Releasees”), By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I am fully capable of participating in these activities without restriction or limitation.

Initial _____

WARNING 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 THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

I recognize the inherent risks of engaging in domestic animal activities include, but shall not be limited to: 1. the propensity of a farm animal or livestock animal to behave in ways that may result in personal injury or death to a person on or around it; e.g, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, or other that may result in an injury, harm or death to persons on or around them; 2. the unpredictability of a domestic animal’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; 3. certain hazards such as surface and subsurface conditions; 4. collisions with another animal or object; 5. the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the domestic animal or not acting within such participant’s ability; 6. Scratches or other injury from stalls or enclosures, grooming tools and other equine equipment and tack; 7. Allergic reactions to animals, hay, or other allergens; or 8. Slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazard

(Initial) _____

Nothing in this instrument shall be deemed to limit or restrict in anyway the limitation of liability granted to the Releasees pursuant to Texas Civil Practice & Remedies Code §§ 87.001 through 87-005, or otherwise under the law.

I hereby specifically forever waive, release and discharge the Releasees from any liability for injury or death arising out of my participation in any activities associated with the use of the Property, including without limitation, those arising from the inherent risks from riding, working or participating in a stable or arena environment and/or with horses or other domestic animal activities, as well as from any and all claims or causes of action for injury or death arising from the negligence of any Releasee or arising under any statute or at law, including strict liability.

(Initial) _____

By signing this agreement I hereby acknowledge that although there may at times be supervision during my time spent at the Property, I am responsible for my own activities and there will not, or is no guaranty of, a medical attendant on the premises and Releasees bear no responsibility for my health or medical care.

I agree to indemnify, save and hold harmless Releasees from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at the Property or any acts or omissions of Releasees, including without limitation, all attorney fees and expenses incurred by Releasees in the event any action is brought against Releasees arising out of or in any way connected with either my presence or participation in any activities at AYLAA facilities. I further agree that this Agreement is a complete bar to any legal action against Releasees by or on behalf of myself or my heirs or representatives arising out of any of the matters or activities mentioned herein, and in the event any such action is instituted by me or on my behalf, this instrument may be used as a complete bar to recovery in such action. The releases, waivers, indemnities, agreements and other provisions of this instrument apply to any and all access and use of the Premises on or after the date of execution of this document and shall not be limited to one event or a specific period of time. I agree that if any portion of this document is held invalid, the balance shall continue in full force and effect. If I am present at and participate in the activities of AYLAA , I do so at my own risk, and I hereby acknowledge and agree that Releasees shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at AYLAA facilities. By signing this Agreement, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at AYLAA without restriction, and without liability to Releasees, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

Participant's Printed Name: _____

Date: _____

(the above named party is identified herein as "Participant").

Participant's Address:

Emergency Contact: _____

Phone: _____

Participant (or Guardian's) Signature:
