

**CHEROKEE COUNTY STOCK SHOW & EXPOSITION, INC.
LEASE AGREEMENT AND SERVICE CONTRACT**

This Lease is made and entered into by and between Cherokee County Stock Show & Exposition, Inc., hereinafter called the Lessor, and _____, hereinafter called the Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor, the premises situated at 611 SE Loop 456, South of Jacksonville, Cherokee County, Texas, for the use by Lessee for _____.

Included as part of the leased premises shall be all of the buildings situated upon said twenty acres. These premises are referred to in this Lease as "the premises" or "the leased premises".

**ARTICLE 1
TERM**

1.01 The term of this Lease shall be for a _____ period commencing on the _____ day of _____, 20__, and ending on the _____ day of _____, 20__, unless sooner terminated as provided in this Lease.

1.02 If Lessee holds over and continues in possession of the leased premises after expiration of the term of this Lease or any extension of that term, Lessee will be deemed to be occupying the premises on the basis of a day-to-day tenancy, subject to all of the terms and conditions of this Lease.

**ARTICLE 2
RENT**

2.01 Lessee agrees to pay to Lessor the sum of \$_____ per day as a minimum fixed daily rent on or before the date scheduled for commencement of this Lease as referenced above. In addition to the minimum fixed daily rental of the premises, Lessee further agrees to pay and shall pay to Lessor as rental for any and all tables and chairs (when available) used during the leased term at a minimum fixed daily rate of \$_____ per chair and \$_____ per table for the said leased term. Lessee agrees to pay to Lessor a \$500.00 security deposit that will be refunded upon successful completion of this Lease. The total amount due for rent, security deposit, rental of equipment, and other expenses shall be due and payable on or before the date scheduled for possession as referenced above.

2.02 Lessee agrees to pay rent and rental as provided above at Lessor's office located at the Cherokee County Stock Show & Exposition Center, or at such other

location as Lessor shall designate by written notice to Lessee. Lessee further agrees to and shall pay to Lessor the cost of electricity for additional systems during the leased term, and to either pay the cost of cleanup of the leased premises at the then-stated reasonable commercial rate for such maintenance, or Lessee shall clean the leased premises upon completion of the leased term and, in any event, not later than _____.

Failure to clean the leased premises to the satisfaction of the Lessor shall result in the forfeiture of the Lessee's deposit.

ARTICLE 3 USE OF PREMISES

3.01 Lessee shall operate the leased premises for _____ continuously during the term of this Agreement and shall use the premises for no other purpose.

3.02 Lessee shall not use, or permit the use of, the premises in any manner that results in waste of the premises or constitutes a nuisance. Nor shall Lessee use, or permit the use of, the premises for any illegal purpose. Lessee, at its expense, will comply, and will cause its officers, employees, agents, and invitees to comply, with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies, concerning the use of the premises.

3.03 The provision, service, consumption or possession of alcoholic beverages is allowed upon the leased premises. After Lessee has cleaned the leased premises, there shall be no visible signs or smells resulting from the provision, service, consumption or possession of alcoholic beverages upon the leased premises. Failure to clean the leased premises to the satisfaction of the Lessor shall result in the forfeiture of the Lessee's deposit.

ARTICLE 4 MAINTENANCE AND SURRENDER

4.01 Lessor shall, at its own expense and risk, maintain the roof, foundation, plumbing, heating and air conditioning systems, fire protection sprinkling system, structural soundness of the exterior walls (including all windows, window glass, plate glass, and doors), parking lots, walkway surrounding the building, and stairways, including but not limited to repairs and all necessary replacements of these items. Lessor shall not, however, be liable for any damages to person or property resulting from Lessor's failure to make any repairs or perform any maintenance called for in this section unless, prior to the damages occurring, Lessee had given Lessor written notice of the need for the repair or maintenance and Lessor had failed to make the needed repair or to perform the needed maintenance within a reasonable time of receipt of the notice. Lessor is entitled to reimbursement from Lessee for any and all expenses reasonably incurred in connection with any maintenance, repair, or replacement required of Lessor pursuant to this section if the need for the maintenance, repair, or replacement resulted from the

negligence or fault of Lessee or Lessee's agents, servants, officers, employees, or invitees. The reimbursement shall be due immediately upon receipt by Lessee of an itemized list of such expenses, with interest at the rate of 10% annually from the date of receipt of such notice until reimbursement by Lessee.

4.02 Except as provided in Section 4.01, Lessee shall maintain the leased premises and keep them free from waste or nuisance throughout the leased term and any extensions of that term. At the termination of the Lease, Lessee shall surrender and deliver the leased premises to Lessor in as good a state of repair and condition as they were in at the time Lessor delivered possession to Lessee, reasonable wear and tear and damage excepted.

ARTICLE 5 ALTERATIONS

5.01 Lessee shall not make any alterations, additions, or improvements to the leased premises without the prior written consent of Lessor.

5.02 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the premises caused by such removal.

ARTICLE 6 INDEMNIFICATION

6.01 Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorney's fees for the defense of such claims and demands, arising from the conduct or management of Lessee's business or activity on the leased premises or from its use of the leased premises, or for any breach on the part of Lessee of any condition of this Lease, or from act or negligence of Lessee, its agents, contractors, employees, subtenants, concessionaires, licensees, or invitees in or about the leased premises. In case of any action or proceeding brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, agrees to defend the action or proceeding by counsel acceptable to Lessor.

ARTICLE 7 DAMAGE OR DESTRUCTION

7.01 If the leased premises or any structure or improvements on the leased premises should be damaged or destroyed by any reason during the term of this Lease, Lessee shall give immediately written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

ARTICLE 8
INSPECTION OF PREMISES

8.01 Lessee shall permit Lessor and Lessor's agents, representatives, and employees to enter into and on the leased premises at all reasonable times for the purpose of inspection, maintenance, making repairs or alterations to the premises, or any other purpose necessary to protect Lessor's interest in the leased premises or to perform Lessor's duties under this Lease.

8.02 Lessee stipulates that it has personally examined the premises and equipment, that same are in good condition, and it accepts the same in its present condition.

ARTICLE 9
ASSIGNMENT AND SUBLEASE

9.01 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease or any right or interest in this Lease, or in the leased premises or the improvements on the leased premises, without the prior written consent of Lessor. If the Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interests in this Lease or in the leased premises or in the improvements on the leased premises, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated. In the event Lessor consents in writing to an assignment, sublease, or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

9.02 Lessor may assign or transfer any or all of its interest under the terms of this Lease.

ARTICLE 10
SECURITY

10.01 Lessee agrees to provide, at its own expense, sufficient security and/or police protection, to maintain law and order, and protect persons and property throughout the term of this Lease.

ARTICLE 11
MISCELLANEOUS

11.01 This Agreement shall be binding upon, and inure to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

11.02 This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Cherokee County, Texas.

11.03 In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

11.04 This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.

11.05 No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

11.06 The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

11.07 If, as a result of the breach of this Agreement by either party, the other employs an attorney or attorneys to enforce its rights under this Lease, then the breaching party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

11.08 Time is of the essence of this Agreement.

The undersigned Lessor and Lessee execute this Agreement in duplicate originals on the _____ day of _____, 20__, at Jacksonville, Cherokee County, Texas.

By: _____, Lessee

By: _____

CHEROKEE COUNTY STOCK SHOW & EXPOSITION, INC., Lessor