

June
MAY 01 17

Irene Gumula
County Clerk, Hockley County, Texas

**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Regular meeting of the above named Commissioners' Court will be held on the 5th day of June, 2017 at 10:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of a Special Meeting of the Commissioners' Court held Monday, May 22, 2017.
2. Read for approval all monthly bills and claims submitted to the court and dated through June 5, 2017.
3. Consider and take necessary action to approve proposed Perpetual Easement between Hockley County and Eduardo and Isabel Chavez.
4. Discuss updating the Mallet License Agreement to reflect the health policy of the City of Levelland.
5. Consider and take necessary action to update the Mallet License Agreement to reflect the health policy of the City of Levelland.

COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

BY: Sharla Baldrige
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 1st day of June, 2017, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 1st day of June, 2017.

Irene Gumula
Irene Gumula, County Clerk, and Ex-Officio



REGULAR MEETING
June 5th, 2017

Be it remembered that on this the 5th day of June, A.D. 2017, there came on to be held a Regular meeting of the Commissioners' Court, and the Court having convened in Regular session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Curtis D. Thrash	Commissioner Precinct No. 1
Larry Carter (ABSENT)	Commissioner Precinct No. 2
J. L. "Whitey" Barnett	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger(ABSENT)	Commissioner Precinct No. 4

Irene Gumula, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Thrash and County Judge Sharla Baldrige, 3 Votes Yes, 0 Votes No, that the Minutes of Special meeting of the Commissioners' Court, held on the 22nd day of May, A.D. 2017, be approved and stand as read.

Motion by Commissioner Thrash, seconded by Commissioner Barnett and County Judge Sharla Baldrige, 3 Votes Yes, 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through June 5th, A. D. 2017, be approved and stand as read.

Motion by Commissioner Barnett, seconded by Commissioner Thrash and County Judge , Sharla Baldrige, 3 Votes Yes, 0 Votes No, that Commissioners' Court approve proposed Perpetual Easement between Hockley County and Eduardo and Isabel Chavez, as per Perpetual Easement recorded below.

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

PERPETUAL EASEMENT

WHEREAS, the County Commissioners of Hockley County Texas, hereinafter referred to as 'Grantor' and EDUARDO CHAVEZ and ISABEL CHAVEZ, hereinafter referred to as "Grantee", are desirous of entering into a written agreement concerning an encroachment by Grantee on Wroe Ave. in Whitharral, Texas; and

WHEREAS, the property affected is 48.7 feet of Wroe Ave. that is encroached upon by a fence on the East side of Block Twenty-six (26) of the Original Town of Whitharral, Hockley County, Texas, owned by Grantee, and shown on Exhibit A attached hereto; and

WHEREAS, Grantee desires to exercise certain rights and privileges upon the described tract;

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and by agreement of the County Commissioners of Hockley County, Texas, the parties agree as follows:

1. Grantee shall have and Grantor does hereby grant to Grantee, the full and absolute right to use 48.7 feet of Wroe Ave. shown on Exhibit A as if the owner in fee simple.
2. Neither the granting of this Easement, nor of any related permit, constitutes an abandonment by the Grantor of its property, or easement, or any other rights in and to the above described property. Grantee expressly stipulates and agrees by Grantee's acceptance of this Easement that Grantee neither asserts nor claims any interest or right of any type or nature whatsoever, either legal, equitable or otherwise in and to Grantor's property upon which Grantees encroachment affects.
3. Grantee agrees to comply with all laws and ordinances in the maintenance of said improvements.
4. This Easement is not personal to the Grantee, is assignable, and is binding on the parties hereto, their heirs, successors and assigns.
5. This Easement shall be effective upon the acceptance of the terms hereof by the parties hereto, as indicated by their signature.
6. Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorney's fees, arising from Grantee's exercise of the Easement under this agreement.

7. This Easement will be filed for record in the Official Public Records of Hockley County, Texas.

8. This Easement is perpetual and shall hereafter run with the land and shall continue so long as the fence protrudes onto Wroe Ave. If the protruding portion of the fence no longer occupies part of Wroe Ave. because of demolition, fire, destruction, or otherwise, this Easement shall immediately terminate.

EXECUTED this 5th day of June, 2017.

Grantor:

Sharla Baldrige
SHARLA BALDRIDGE, County Judge on
behalf of Hockley County, Texas

Grantee:

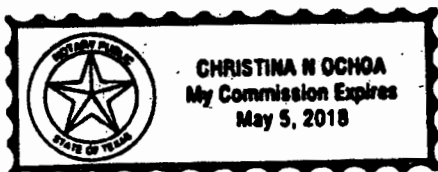
EDUARDO CHAVEZ

ISABEL CHAVEZ

(ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

This instrument was acknowledged before me on the 5th day of June, 2017, by SHARLA BALDRIDGE, County Judge on behalf of Hockley County, Texas.



Christina Ochoa
Notary Public, State of Texas

(ACKNOWLEDGMENT)

STATE OF TEXAS §
 §
COUNTY OF HOCKLEY §

This instrument was acknowledged before me on the _____ day of _____, 2017, by
EDUARDO CHAVEZ and ISABEL CHAVEZ.

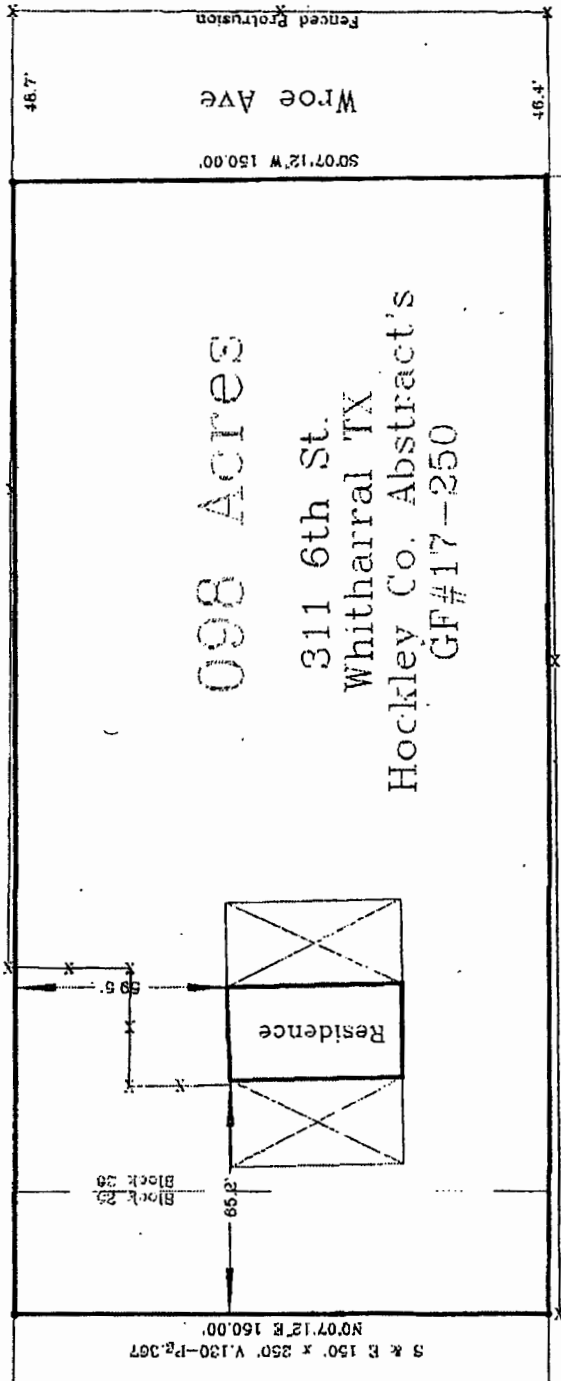
Notary Public, State of Texas

Improvement Survey

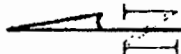
N 1/2 E/34.45' Block 25 & N 1/2 Block 26, Original Town of Whitharral, Hockley County, Texas,
as shown by Plat recorded in Volume 10, Page 200 of Hockley County Deed Records.

6th Street

S89°52'48"E 318.90'



N89°52'48"W 318.90'
S/2 Blocks 25-26 V.1050-Pg.416



Don H. Douglas RPLS#4579
dba DOUGLAS SURVEYING CO.
P.O. Box 6430
LUBBOCK, TEXAS 79493-6430
Registered Firm #10011500
OFFICE (806) 744-9540
FAX (806) 766-8849
053017A

Plat Scale 1"=50' Surveyed May 30, 2017
Bearings are Geodetic (TX NC Zone by GPS)
Original Plats Bear Red Ink Signature & Impression Seal
MONUMENTS PLACED AS SHOWN BY PLAT
PLAT SHOWN AS SURVEYED ON THE GROUND

(Handwritten Signature)
DON H. DOUGLAS
REGISTERED PROFESSIONAL LAND SURVEYOR #4579

Discuss updating the Mallet License Agreement to reflect the health policy of the City of Levelland. Discussion only.

Motion by Commissioner Barnett, seconded by Commissioner Thrash and County Judge Sharla Baldrige, 3 Votes Yes, 0 Votes No, that Commissioners' Court update the Mallet License Agreement to reflect the health policy of the City of Levelland, as per Agreement recorded below.

**HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA
LICENSE AGREEMENT**

RENTER: _____
 CONTACT: _____ POSITION: _____
 PHONE NUMBER: _____ Office Cell Other: _____
 EMAIL: _____
 RENTER ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____

EVENT NAME: _____
 EVENT DATE(S)/TIMES:
 Move-In Day: _____ (date) _____ (reservation time) _____ (event time)
 Day 1: _____ (date) _____ (reservation time) _____ (event time)
 Day 2: _____ (date) _____ (reservation time) _____ (event time)
 Day 3: _____ (date) _____ (reservation time) _____ (event time)
 Day 4: _____ (date) _____ (reservation time) _____ (event time)

CATEGORY: Rodeo/Team Roping/Barrel Race Livestock Show/Sale Spectator
 (CIRCLE) Wedding/Reception Birthday/Quinceanera Business
 OTHER: _____

PURPOSE (AND NO OTHER PURPOSE): _____

ATTENDANCE (ESTIMATED): _____

* Deposit will be returned to this address. Notify MECA Representative if addresses conflict.
 ** Name listed will be used for Advertising on Website and Social Media

This License Agreement (this "Agreement"), made this _____ day of _____, 201____ between Hockley County Mallet Event Center and Arena, a political subdivision of the State of Texas ("FACILITY"), and RENTER, whose information is listed above, agrees to the following:

1. Representatives of Parties. RENTER, listed above, is the sole person authorized to bind MECA to this Agreement or any modifications thereto. RENTER designated CONTACT as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified in writing by RENTER, MECA shall have no obligation to deal with any other representative of RENTER with respect to the subject matter of this Agreement.

2. Restrictions. The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement and in MECA Procedures and Guidelines attached hereto and incorporated herein by reference for all purposes. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by MECA Representative or his/her designated representative.

3. Fee Terms.

3.1 Original Contract Quote. RENTER agrees to pay MECA in Levelland, Hockley County, Texas the Original Contract Quote representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified and calculated in MECA Cost Schedule, attached here to as "Exhibit A" and incorporated herein for all purposes.

3.2 Event Deposit. A deposit of \$300.00 (the "Event Deposit") is due within 10 days after RENTER requests a "Tentative Hold" on a specific event date. At MECA'S sole discretion, the Event Deposit may be applied towards cost of damages. If RENTER cancels the Event ninety (90) calendar days prior to the scheduled Event Date, the deposit is refundable in its full amount. If cancellation occurs ninety (90) calendar days or less prior to the date of the Event, no refund shall be given and MECA shall have the right to retain the Event Deposit as liquidated damages, and not as a penalty, for MECA'S rental costs. The amount of the Event Deposit for a cancelled event may not be credited to a future event.

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BH: _____ AN/EX: _____

Approved 6/5/2017
 Updated 6/1/2017

**HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA
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3.2.1 If a check is used to pay the final balance, the deposit will be held until payment check is processed through Hockley County's designated banking establishment.

3.3 Payment. The balance of the Original Contract Sum is due no later than fourteen (14) days prior to commencement of the Event (Banquet Hall) or within thirty (30) days after the completion of the Event (Arena/Non-Banquet).

3.3.1 MECA requires a valid Credit Card to be held on file until such time an event is completed and the Original Contract Sum is paid in full. If an event is required to pay the Original Contract Sum prior to the commencement of the event, the Credit Card is held for any additional charges made to the account. The Credit Card must be received by MECA Representative seven (7) days prior to commencement of event. For any reason the Credit Card must be charged, MECA Representative will contact RENTER prior to processing the charges. RENTER will receive an updated invoice of all charges made to credit card within seven (7) days of the completion of the event. Exempt Approved by: _____ (FOR OFFICE USE ONLY)

3.3.2 Failure to pay final Contract Sum within thirty (30) days upon completion of the event will result in loss of \$300.00 Event Deposit and any future date(s) held. After a sixty (60) day delinquent period, the account will be turned over to a Collection Agency or appropriate Debt Collector to recover the debt. RENTER may be responsible for any associated legal fees or collections costs.

3.3.2.1 NSF Check. If RENTER'S check, for any payment, is returned claiming not sufficient funds (NSF), RENTER will forfeit Event Deposit and MECA will no longer accept any payment via check. In the instance where a NSF check is reported, a payment cannot be made by cash or credit card to rectify outstanding payment.

3.3.2.2 Arena/Non-Banquet Event. If RENTER is unable to pay the Original Contract Sum within the thirty (30) day period for reasons of Event Sponsorship Payments or Hotel Occupancy Tax Funding, RENTER must submit in writing an extension to MECA prior to the thirty (30) day deadline. At MECA's sole discretion, MECA will set an extended deadline to resolve payment issues. After the thirty (30) day deadline, no payment agreement will be entered into between MECA and RENTER.

3.3.2.3 RENTER that does not pay within sixty (60) days will relinquish all future Event dates. For any and all new events booked once delinquent payment is received, RENTER must pay the Original Contract Sum thirty (30) days prior to the commencement of the Event. If the Original Contract Sum Payment is not received in the stated time, the event will be cancelled at MECA's discretion.

3.3.2.4 Following two (2) failed payments or payment issues, all events currently booked, on hold, or deemed a repeat event will be cancelled and RENTER, at sole discretion of MECA, will forfeit the right to host any events, present or future.

3.3.3 For meetings that occur weekly, bi-weekly, and/or monthly, contact MECA for booking options.

4. Liability for Damages. MECA shall be authorized to retain out of the Event Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on MECA premises during or in connection with the Event. If no such damages are sustained, MECA shall refund the Event Deposit to MECA within thirty (30) days following Event conclusion. If the Event Deposit is insufficient to cover the total cost of damages, RENTER shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, MECA shall calculate the amount of excess damages after that date and shall send RENTER an invoice showing such amount, which RENTER shall pay within thirty (30) days of receipt.

5. Insurance. RENTER, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in "Exhibit B", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance

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BH: _____ AN/EX: _____

Approved 6/5/2017
Updated 6/1/2017

**HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA
LICENSE AGREEMENT**

meeting the requirements of this paragraph and "Exhibit B" must be delivered to MECA not later than thirty (30) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize MECA to cancel this Agreement and to re-license use of the Licensed Space. MECA Representative, with sole discretion, may accept a copy of a homeowner's insurance policy to substitute for the certificate described in "Exhibit B" if circumstances warrant.

6. Indemnity. Except for any matters over which RENTER retains exclusive control during the Event, RENTER agrees to and shall indemnify, save and hold MECA harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon MECA premises as a result of or for the purpose of attending the Event. This Indemnity and Hold Harmless Agreement shall apply whether such loss, injury or damage is caused in part by MECA, Hockley County, its officers, MECA Representatives or employees, unless caused by the their gross negligence and/or willful misconduct. It is the express intent of the parties that, by the terms hereof, MECA and Hockley County may be indemnified for the consequences of its own negligence (other than gross negligence).

7. Compliance with Laws, Rules and Regulations. RENTER and its officers, directors, employees, agents, patrons, customers and guests and anyone coming upon MECA premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Hockley County and City of Levelland laws and ordinances, as well as all rules and regulations provided by HOCKLEY COUNTY to regulate behavior at MECA. RENTER and its patrons, customers, guests, officers, directors, employees and agents shall observe all posted signs on MECA premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at MECA'S discretion, be removed from MECA premises.

8. Animal Policy.

8.1 Animals. There are many rules and regulations that have been implemented by the Texas Animal Health Commission for protection of both animals and clientele. For rules and regulations specific to the species in which you work, visit the TAHC website at <http://www.tahc.state.tx.us>. If you have questions regarding any of this information, please visit <http://www.tahc.state.tx.us/agency/contact.html#A1>. If Licensee's event requires some type of paper (health, coggins, etc.), it is the Licensee's responsibility to ensure those are checked and logged on MECA records (a blank record will be provided to each RENTER).

8.2 Dangerous Wild Animals. RENTER may not possess or permit others to possess a dangerous wild animal on MECA premises unless: (i) RENTER is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, RENTER/Owner has provided MECA with written approval from the City of Levelland to possess a dangerous wild animal on MECA premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEXAS HEALTH & SAFETY CODE.

8.3 Removal of Deceased Animals. Owner is solely responsible for the removal and disposal of deceased animal(s) immediately upon death. If animal is left on MECA premises, MECA has the right to bill RENTER a \$200.00 fee. RENTER is responsible all additional removal and disposal fees.

9. Licenses and Permits. Except as otherwise expressly provided herein, RENTER shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

10. Vendors. Event Vendor, Vendor Show, and Vendor Partnership must comply with all rules and regulations, attached here to as "Exhibit C" and incorporated herein for all purposes.

10.1 Vendor Shows/Vintage Markets must require all vendors to have appropriate EIN or Tax Identification Number required by the Texas Comptroller of Public Accounts.

11. Food, Beverage, and Sales.

11.1 Food and Beverage Concessions. MECA reserves all food and beverage concession rights.

11.2 Sales of Other Items. RENTER shall have the right to sell items such as programs, novelties and clothing as are approved in advance and in writing by MECA. In no event shall RENTER be permitted to sell, or to offer for sale, any food or beverage item in individual portions. Any other sale of food or beverage items must be approved in advance and in writing by MECA and must be in packages that discourage on-premises consumption. RENTER,

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BH: _____ AN/EX: _____

Approved 6/5/2017
Updated 6/1/2017

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**HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA
LICENSE AGREEMENT**

subject to approval of MECA Representative may give out free food or beverage samples. RENTER shall be responsible for complying with all applicable City of Levelland regulations.

11.3 Food and Beverage Catering. RENTER shall be allowed to bring catered food or beverages upon MECA premises through a qualified caterer. In no event shall RENTER'S caterer be permitted to bring, offer or serve alcoholic beverages upon MECA premises without prior written permission from the MECA. Caterer must present MECA with appropriate Licenses and Insurance. In the event RENTER requests full use of the kitchen, Liability Insurance is required. For additional information, refer to MECA Insurance Policy. RENTER shall be responsible for complying with all applicable City of Levelland Health regulations.

12. Alcohol. Consumption and handling of alcoholic beverages is a serious consideration when planning an event. The policy of the Mallet Event Center & Arena (MECA) is designed to provide maximum safety for event patrons. RENTER needs to be fully aware of these policies for events at which alcoholic beverages are to be available to their guests. Likewise, RENTER must designate a sober, decision making person that can be consulted by security and/or MECA personnel throughout the event. The permits that are allowed at MECA require higher levels of attention, control and restriction than licenses for stand-alone restaurants and bars. RENTER must contract alcohol catering through a TABC Catering Permitted service to serve on MECA property. TABC Servers Licenses not permitted as a Catering License. The contracted alcohol catering service must present TABC Catering Permit to MECA Representative prior to Event. Consumption of alcoholic beverages on MECA premises is a privilege, not a right. Abuse of the privilege can result in the discontinuation of all service of alcoholic beverages during RENTER'S Event.

12.1 TABC Permits are not permitted as Alcohol Catering Services. The TABC Handler must be employed by the holder of TABC Catering Permit.

12.2 If a vendor requests to sell alcohol at a Vendor Show, RENTER must consult with MECA Representative thirty (30) days prior to the commencement of the event. RENTER is required to follow rules and regulations as stated under "Exhibit D".

13. Security. RENTER, at its sole expense, shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that MECA, in its sole discretion, determines to be necessary. RENTER shall schedule security through MECA Representative. The parties acknowledge and agree that MECA shall not be responsible for the actions and safety of RENTER or any of RENTER'S guests, patrons, or anyone else coming upon MECA premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting RENTER'S property or the property of such persons from loss or damage.

13.1 Security Form ("Exhibit E") must be returned to MECA Representative fourteen (14) business days prior to the commencement of the Event.

14. Additional Equipment, Services and Fees. MECA shall provide only the additional equipment and/or services indicated on "Exhibit A." MECA reserves the right to require the use of any such additional equipment and/or services if and when MECA deems that the safety of MECA and the public require the same. RENTER agrees to pay for any such additional equipment and/or services at the rates indicated in accordance with "Exhibit A".

15. Control of Facility and Right to Enter. In permitting RENTER to use the Licensed Space under the License granted hereunder, it is understood by the parties that MECA does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of MECA may enter MECA premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by RENTERS.

16. Defacement of MECA. RENTERS shall not injure, mar, or in any manner deface MECA premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of MECA nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on MECA premises unless the material is used in accordance with its intended use and unless MECA Representative is notified in advance that such material will be brought on MECA premises.

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BH: _____ AN/EX: _____

Approved 6/5/2017
Updated 6/1/2017

**HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA
LICENSE AGREEMENT**

17. Pyrotechnics. Pyrotechnics are prohibited at all times on MECA premises. If an event requires Pyrotechnics, RENTER must submit a request in writing thirty (30) days prior to the commencement of the event for approval by MECA.

18. Occupancy Interruption. In the event that MECA, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which MECA has no control, should find it impossible to provide the Licensed Space as contracted herein, MECA may cancel this Agreement and shall refund any prepaid charges to RENTER but shall have no other liability to RENTER on account of such cancellation.

19. Evacuation of Facility. Should it become necessary in the judgment of MECA to evacuate MECA or MECA premises for life safety purposes or for other reasons of public safety, RENTER at the sole discretion of MECA Representative, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another RENTER. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of MECA Representative based on the situation. RENTER hereby waives any claim for damages or compensation from MECA as a result of such evacuation.

20. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between MECA and RENTER. MECA shall exercise no supervision or control over the employees of RENTER or others in the service of RENTER, and MECA shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between MECA and RENTER, or cause MECA to be liable in any way for the debts and obligations of RENTER.

21. Non-Assignment. RENTER may not transfer or assign this Agreement, sublease the Licensed Space, or allow use of the Licensed Space other than as herein specified, without the express written consent of MECA.

22. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Hockley County, Texas.

23. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

24. Equine Professional and Livestock Sponsor Notices. If RENTER is an equine professional or a livestock show sponsor, as such terms are defined by Texas Civil Practice and Remedies Code Chapter 87, RENTER shall comply with the provisions of that Chapter and shall include in its written contracts with participants, and post and maintain, the warning notice in the form and manner required pursuant to the provisions of Chapter 87.

25. Use of Name. RENTER agrees that it shall not use the name of the Hockley County Mallet Event Center and Arena (MECA), the name Mallet, or any trade mark, logo, or brand of Hockley County or the Mallet Ranch in any campaign of advertising, or in any commercial or promotional manner whatsoever without the express written consent of the County. Provided, however, that renter may use the name of the Hockley County Mallet Event Center and Arena for the limited purpose of referring to the location of its event.

26. Right to deny. MECA reserves the right to deny service or admittance to anyone.

27. Entire Agreement. This Agreement constitutes the entire agreement between MECA and RENTER. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

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BH: _____ AN/EX: _____

Approved 6/5/2017
Updated 6/1/2017

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**HOCKLEY COUNTY MALLET EVENT CENTER AND ARENA
LICENSE AGREEMENT**

RENTER:

Renter: _____

Contact: _____

Signature: _____

Date: _____

MECA:

MECA Representative: _____

Title: _____

Signature: _____

Date: _____

RENTER'S Recommended Checklist:

Required Forms:

- Deposit (\$300.00)
- License Agreement: Signed
- Procedures and Guidelines: Signed
- Exhibit A: Event Cost Schedule
- Exhibit B: Insurance
- Exhibit C: Vendor Information
- Exhibit D: Alcohol: Signed
- Exhibit E: Security: Signed
- Linen Form

Discuss with MECA Representative:

- Setup Diagram
- Food Caterer
- Alcohol Caterer
- Band/DJ/Music Requirements
- Media Requirements
- Kitchen Needs
- Bride/Groom Room(s)
- Electric Needs
- Internet Needs

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BH: _____ **AN/EX:** _____

Approved 6/5/2017
Updated 6/1/2017

There being no further business to come before the Court, the Judge declared
Court adjourned, subject to call.

The foregoing Minutes of a Commissioners' Court meeting held on the 5th
day of June, A. D. 2017, was examined by me and approved.

Curtis Thruel
Commissioner, Precinct No. 1

J. L. Barnett
Commissioner Precinct No. 3

Absent
Commissioner, Precinct No. 2

Absent
Commissioner Precinct No. 4

Charla Baldrige
County Judge



Irene Gumula
IRENE GUMULA, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas

