

AGREEMENT

This Agreement is entered into by and between the Bandera ProRodeo Association (“BPRA”), a Texas Non-Profit Corporation organized under the laws of the State of Texas, and _____, a _____ (“Vendor”.)

For the consideration and premises stated herein, the BPRA and Vendor agree as follows.

The BPRA agrees to allow the Vendor to lease a vendor space (“Property”) made available at Mansfield Park at 2886 HWY 16 N., in Bandera, Texas in connection with the Memorial Day Weekend PRCA Rodeos, May 25, 26 and 27th, 2018 at Mansfield Park. V & G Strickland Enterprises, LLC is and will be an independent contractor for BPRA in connection with the leasing and location of vendor spaces and will in no event be an agent, servant or representative for the BPRA. In consideration of the payment to Bandera ProRodeo Association in the amount of \$150.00, the Vendor will be allowed to market products/services from the designated vendor space subject to the approval of BPRA. The Property is owned by the County of Bandera, Texas and is leased by BPRA for the purpose of a PRCA Rodeo and related activities, including those activities provided by vendors.

The parties agree that the dates upon which the Vendor will be allowed to use the Property for Market Days are limited to the following: May 25, 26 and 27, 2018.

Vendor agrees to INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS, AND COVENANTS NOT TO SUE the County of Bandera, Texas, BPRA, their principles, agents, employees, elected officials, sponsors, volunteers, rescue personnel and/or any other persons or entities connected with the County of Bandera, Texas and/or BPRA (hereafter collectively “County/BPRA”) from and against any and all liabilities and/or claims brought by or on behalf of any person or other entity, that directly or indirectly arise out of, relate to, or are connected with the Vendor’s use of the Property and/or the rodeos. This indemnification and release includes, without limitation any claims alleging breach of contract, personal injury, bodily injury, illness or death of any person, damage to, loss of, and/or loss of use of any property and/or loss of profit and/or consequential damages of any kind. This indemnification applies regardless of how such claims arise and applies to any and all such claims arising in connection with the Vendor’s use of the Property, performance under this agreement and/or the rodeos, and includes, again without limitation, those claims caused by the WILLFUL, WANTON, ORDINARY, SOLE AND/OR GROSS NEGLIGENCE OF THE BPRA and/or THE COUNTY OF BANDERA, TEXAS.

Each of the undersigned affirmatively represents and warrants that he/she is authorized to enter into this agreement and commit the contracting party to the terms herein.

Date: _____

VENDOR

BPRA

By: _____

By: _____