

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

RELEASE AND SITE USE AGREEMENT

This Release and Site Use Agreement is made and entered into by and between Fort Bend County Texas, (hereinafter referred to as "County"), a body corporate and politic, acting by and through its governing body, the Commissioners Court, and the City of Missouri City, Texas, a municipal corporation, principally situated in Fort Bend County, Texas, acting by and through its City Council, (hereinafter referred to as "City").

- Section 1: Pursuant to this Agreement, County grants City the right to use its Sienna Annex parking lot, located at 5855 Sienna Springs Way, for a single-day public event referred to as the "MCTX FEST" to be held on April 8, 2017.
- Section 2: City shall exercise reasonable care in the conduct of its activities at such county property and further agrees to replace or reimburse County for any supplies that may be used by City, its officials, contractors, agents, employees or invitees during the MCTX FEST. Immediately after completion of the MCTX FEST, City, at its sole cost and expense, shall take all reasonable measures to restore the Sienna Annex parking lot to the condition which existed prior to such use.
- Section 3: City agrees to accept the Sienna Annex parking lot to conduct its activities, in the condition in which it exists upon execution of this Agreement, without any representations, statements, warranties, express or implied, in respect to its condition, for the proposed use, and in no event shall County be liable for any defects therein.
- Section 4: In consideration as set forth above, the City hereto has this day released and by this Agreement does release, acquit, and forever discharge County, its agents, servants, and employees and all persons in privity from any and all future claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which might arise hereafter, directly or indirectly attributable to the City's use of the Sienna Annex parking lot for MCTX FEST.
- Section 5: To the extent authorized by law, the City agrees to and shall indemnify and hold harmless County, its officials, employees and agents, from and against any and all claims, losses, damage, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, bodily injury, sickness, disease or death as a result of City's use of the Sienna Annex parking lot for MCTX FEST.
- Section 6: Prior to the date of the event, City shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. City shall provide certified copies of insurance endorsements and/or policies

if requested by County. City shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- A. Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- B. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- C. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of City shall contain a waiver of subrogation in favor of County and members of Commissioners Court. If required coverage is written on a claims-made basis, City warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the date of the event.

Section 7: City shall require any provider of services for MCTX FEST who serves alcoholic beverages to have a valid license through the Texas Department of Alcohol and Beverage Control (TABC). The service providers who will be serving alcohol for sale are required to have Liquor Liability Insurance of \$1,000,000 coverage in addition to basic insurance coverage.

Section 8: This Agreement shall become effective upon signature of the last party.

Execution Page Follows

AGREED:

FORT BEND COUNTY, TEXAS

Robert E. Hebert, County Judge

Date _____

ATTEST:

Laura Richard, County Clerk

AGREED:

CITY OF MISSOURI CITY, TEXAS

Allen Owen, Mayor

Date: _____

ATTEST:

Maria Gonzalez, City Secretary