

STATE OF TEXAS

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COUNTY OF FORT BEND

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**REVOCABLE LICENSE AGREEMENT BETWEEN CRUSH FC, INC. AND FORT BEND COUNTY
FOR USE OF SOCCER FIELDS AT FREEDOM PARK**

THIS LICENSE AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas ("County"), and Crush FC, Inc., a company authorized to do business in the State of Texas ("Crush FC").

RECITALS

WHEREAS, Fort Bend County hereby adopts Chapter 320 of the Local Government Code for the purpose of acquiring, improving, equipping, maintain, financing, and operating on or more public parks;

WHEREAS, Fort Bend County Commissioners Court elects to exercise and perform the powers authorized by Chapter 320 which includes executing a contract pertaining to a park under its control, namely Fort Bend County Freedom Park;

WHEREAS Crush FC desires to assist Fort Bend County in providing recreational opportunities at Freedom Park for the citizens of the County, to promote the sport and hobby of soccer and develop within the citizens of the County the spirit of sportsmanship and cooperation, as well as provide a means to actively and recreationally occupy the time and leisure of said citizens;

WHEREAS, Crush FC has requested permission to use and to make improvements to a certain portion of Freedom Park, for the purposes described above, to be used by persons in the County; and

WHEREAS, the County is willing to allow Crush FC to use and to make improvements to a certain portion of Freedom Park for the purposes set forth above; and

WHEREAS, Crush FC is willing to supervise and manage the said park fields and appurtenances thereto; and

WHEREAS, County finds that this License serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants, licenses, and benefits to both parties, it is agreed as follows:

LICENSE TERMS

1. Property.

- 1.1. Subject to the provisions of this License, the County hereby licenses to the Crush FC a revocable right to use, make improvements to and maintain the following described portion of Freedom Park, located in Fort Bend County, Texas, to-wit:

Those certain soccer fields located on a tract of land being a part of Fort Bend County Freedom Park, said area being identified with hatch lines as

“FC Soccer @ Freedom Park” on the map or diagram marked “Exhibit A,” attached hereto and incorporated herein by reference as if copied herein verbatim, hereinafter called “Property.”

- 1.2. The license granted herein permits Crush FC to use, schedule use of, maintain, and improve the above described Property for the purposes of providing sporting activities and play fields for the residents of Fort Bend County and surrounding areas.
- 1.3. This License does not convey any interest in Property to Crush FC. The License is merely a license to use the Property according to the terms hereof.

2. Term.

- 2.1. This License shall be effective as of the date signed by the County and terminate one (1) years from that date, unless terminated sooner pursuant to the terms herein.

3. Name.

- 3.1. The fields are to be known as “Freedom Park Soccer Fields.”

4. Improvements and Maintenance.

- 4.1. It is the intent of the parties and a material inducement for the County to grant this License that the Crush FC will make all of the improvements to the Property that are identified as, and in accordance with, “Exhibit B.”
- 4.2. No work shall commence before County has approved construction plans which must be submitted to County no later than 60 days prior to beginning construction. Construction shall be in accordance with the plans presented.
- 4.3. As consideration for the use of the fields, all fixtures, improvements, alterations and additions thereto, made and/or installed in or upon the fields by Crush FC, including, but not limited to the playing areas, the appurtenances thereto, team quarters (including lockers and showers), public restrooms, electronic scoreboards, sidewalks, shrubberies, stands, floodlighting facilities, and any or all other fixtures and improvements (similar or dissimilar) immediately become the property of the County when installed and/or constructed upon the fields. Except as otherwise provided herein, all property that may be moved without damage to the Property, as determined solely by County, does not become the property of the County, but remains the property of the Crush FC. Upon termination of this License, any movable property not removed by Crush FC before the date of termination becomes the property of the County.
- 4.4. Crush FC shall keep and maintain in good repair, to the satisfaction of County, the Property and all improvements upon the Property, including but not limited to fences, sidewalks, landscaping, soccer fields, utility tie-ins, gas, water, sewer service lines, restrooms, floodlighting for soccer fields, electrical outlets for soccer fields, and all other fixtures and improvements for the fields, in a safe, attractive and good state of repair and cleanliness. Crush FC will keep the fields and that portion of the Property lying and being within twenty-five yards of the fields in a neat, clean and respectable condition. If County determines that the Crush FC is not complying with the provisions of this subparagraph, the County may terminate this License upon ten (10) days advance written notice to Crush FC.

- 4.5. Crush FC shall timely satisfy and discharge all debt for all material and labor for improvements made upon the Property. In the event that a lien for unpaid labor and/or materials is threatened or filed against the Property, Crush FC shall promptly cause the lien to be released and/or the threat be removed. The filing of a lien against the Property for unpaid material and/or labor brought to or performed upon the Property by or for the benefit of Crush FC constitutes an injury to the County and is cause for immediate termination of this License.
- 4.6. CRUSH FC SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ALL DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, FOR OR ON ACCOUNT OF ANY NECESSARY LEGAL ACTION TO REMOVE THE THREAT OF THE FILING OF A LIEN OR THE REMOVAL OF ANY LIEN.

5. Utilities.

- 5.1. Crush FC shall remit payment to County for no less than 50% of the electricity bill for the Property. County shall invoice Crush FC on a quarterly basis, with payment due no later than 30 days of receipt of invoice by Crush FC.

6. Liability and Insurance.

- 6.1. Crush FC shall furnish County with insurance certificate(s) and a copy of each policy that is in effect as of the effective date of this License for verification and approval by the County Risk Management Department. Crush FC shall provide County subsequent insurance certificates throughout the term of the License upon request. Crush FC shall carry Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverages shall be written on per occurrence forms. Policies shall name the County, its elected and appointed officials, agents, and employees as additional insureds.
- 6.2. CRUSH FC EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIMS, DEMANDS, LAWSUITS, LIABILITY, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEYS FEES, INVESTIGATIVE COSTS, AND OTHER COSTS OF LITIGATION, IN ANY MANNER ARISING OUT OF THE ACTS OR OMISSIONS OF THE CRUSH FC AND THE CRUSH FC'S EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS, IN THEIR USE OF THE PROPERTY, IRRESPECTIVE OF WHETHER THE COUNTY WAS CONCURRENTLY NEGLIGENT.
- 6.3. Crush FC shall ensure that a "**WAIVER AND RELEASE OF LIABILITY FOR USE OF FORT BEND COUNTY FREEDOM PARK FACILITIES,**" attached hereto as "Exhibit C" and incorporated by reference, is executed on behalf of each Crush FC participant prior to participation. Copies of the Release of Liability will be made available to County upon request.
- 6.4. County makes no representation, warranty, or guarantee with respect to the condition of the Property, the presence or absence of pits or depressions in the surface of the fields, the type or condition of the soil or other material within the soil, and the presence of pipes or

other objects in the soil. CRUSH FC ACCEPTS THE PROPERTY AND ALL APPURTENANCES AND IMPROVEMENTS THERETO "AS IS, WHERE IS, AND WITH ALL FAULTS."

7. Conduct and Security.

- 7.1. Crush FC shall exercise proper supervision and control of all activities of Crush FC on the Property. In exercising the rights and performing the obligations required of it under the terms of this License, Crush FC shall comply, and shall require all persons using the Property to comply, with all applicable federal, state, county and city laws, ordinances, rules and regulations, including any Park Rules that may be adopted from time to time by the Commissioners Court. Said Park Rules are incorporated herein by reference as if copied herein verbatim. Additionally, Crush FC shall at all times maintain and enforce good order and fair sportsmanship upon the Property, and shall not permit any conduct, behavior or practice in violation of any federal, state, or municipal laws, rules, regulations or ordinances or of a sort likely to bring discredit or humiliation upon anyone, including Fort Bend County and its governing body.
- 7.2. Crush FC shall permit all persons residing in Fort Bend County, Texas to participate in the activities of Crush FC upon the Property. Crush FC shall not discriminate against any person or persons because of race, color, religion, sex or national origin.
- 7.3. Crush FC may and is encouraged to create and distribute to users of the Property a written guideline or code of conduct. The guideline or code of conduct may not conflict with any federal, state, county and/or city ordinance, rule, and regulation. However, Crush FC may require conduct of a higher standard or degree of character than is required under all rules and laws so long as the prescribed conduct does not discriminate against any person on the basis of their race, color, religion, sex or national origin. Crush FC shall provide to the County any such guideline or code of conduct.
- 7.4. Crush FC shall provide all necessary security personnel for the events it sponsors or conducts on the Property.
- 7.5. Crush FC acknowledges and agrees that is neither the responsibility nor the right of persons other than those representing Fort Bend County Parks and Recreation Department to enforce park rules and regulations. Crush FC shall contact Fort Bend County Parks & Recreation if any Crush FC participant witnesses a violation of Park Rules or actions inconsistent with expectations of a public setting. For emergency situations, Crush FC shall call the Fort Bend County Sheriff's Office for assistance.

8. Times and Calendar.

- 8.1. County may establish the day-to-day times when Crush FC may use the Property for its activities. The County may post signs at or near the entrance to the Property stating the times when the Property is open to the public and Crush FC.
- 8.2. Crush FC may use the Property at all times during the calendar year, except when the Property is scheduled for other events by the County.
- 8.3. Notwithstanding the foregoing, the County may alter or change the dates and times that Crush FC may use the Property. The County may, with or without notice to Crush FC,

prohibit entry into and use of the Property whenever it is necessary, as determined by County. Unless an act of God, war or other public calamity requires closure of the Property, the County may give notice to Crush FC, in the manner described herein of any change in the Park's calendar.

- 8.4. Crush FC shall be required to provide a written schedule of games and practices for each athletic season. Crush FC shall be responsible for scheduling use of the Property by other youth organizations. Crush FC shall not deny the use of the Property to any youth organization that does not interfere with the normal Crush FC playing season.

9. Notice and Termination.

- 9.1. This License may be terminated by either party, with or without cause, by giving written notice to the other party at least thirty (30) days prior to the date of termination.
- 9.2. Notice to County shall be given by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to Fort Bend County, County Judge, 301 Jackson St., Suite 719, Richmond, Texas 77469, with copy to Fort Bend County, Parks Director 9555A Highway 6 Missouri City, TX 77459.
- 9.3. Notice to Crush FC shall be given by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to Crush FC, Inc., Attn: Moses Ochicie, President, P.O. Box 941741, Houston, Texas 77094.
- 9.4. Notice is considered given and completed upon deposit of the notice in the U.S. Mail.
- 9.5. Each party may change its respective address and specify as its address any other address in the State of Texas by giving at least fifteen (15) days written notice of such change to the other party.

10. Income.

- 10.1. Crush FC may sell "concession items" such as food, beverages, and activity "programs" without need for prior approval from County.
- 10.2. Crush FC must have prior written approval from County regarding any other uses of the property for production of income not named herein.

11. General Terms.

- 11.1. Paragraph captions herein are merely descriptive and do not add to or detract from the content of this License.
- 11.2. Any oral representations or modifications concerning this License are of no force or effect; and this License may be modified or changed only by the Commissioners Court.
- 11.3. Crush FC shall provide the County at all times with the current names, addresses and phone numbers of the President, chief acting officer, vice-president and each board member of Crush FC.
- 11.4. This License shall be governed under Texas law, and it shall be performed entirely in Fort Bend County, Texas. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this License and waive the right to sue or be sued elsewhere. Nothing in the License shall be construed to waive the County's sovereign immunity.

- 11.5. The person signing this license on Crush FC's behalf hereby represents that he or she is authorized by the Crush FC's Board of Directors to execute this License on Crush FC's behalf.
- 11.6. No statement contained in this License shall be construed so as to find Crush FC or any of its participants, to be an employee, or agent of the County, and Crush FC and its participants shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein nor shall Crush FC or its participants hold themselves out as employees or agents of the County.
- 11.7. In the event of one or more of the provisions contained in this license shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this License shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 11.8. The waiver by either party of a breach of any provision of this License shall not operate as or be construed as a waiver of any subsequent breach.
- 11.9. Any amendments to this License shall be of no effect unless in writing and signed by both parties hereto.
- 11.10. Crush FC shall not assign this License, or any interest arising herein, without the prior written consent of County.

12. Understanding, Fair Construction.

- 12.1. By execution of this License, the parties acknowledge that they have read and understood each provision, term and obligation contained in this License. This License, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

13. Multiple Counterparts.

- 13.1. This License may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same License. In the event that a comparison of the multiple agreements reveals that the License contain differences or inconsistencies, then the License which is first executed and signed by all of the parties shall be deemed the original License and all other agreements, although duly signed by the parties, shall be deemed inferior and subordinate to the first signed License.

[Execution Page Follows]

IN WITNESS WHEREOF, this License is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this License and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

CRUSH FC, INC.

Robert Hebert, County Judge

Moses Ochicie, President

Date

Date

ATTEST:

Laura Richard, County Clerk

Exhibit A



Google Earth



Exhibit B



CRUSH FC INC.,
P.O. BOX 941741
HOUSTON, TX 77094
281-222-2407
www.crushfc.org

Moses Ochicie - President
Email: mochiche@crushfc.org

August 2, 2017

VIA EMAIL: Michael.Davis@fortbendcountytexas.gov
Mike Davis
Fort Bend County Parks and Fair Grounds
P.O. Box 509
Fresno, TX 77545

Dear Mr. Davis,

We are requesting use of the soccer fields at Freedom Park for our club and development programs. We are asking for the right to use the field on all days and we will be maintaining the fields at our cost. We will level the fields and put in the goals, lines and things needed for play. We appreciate this opportunity and will take very good care of the property.

We need the fields for practice every day for the programs and on weekends. We would like to play games as well at a later date. We understand the concession is under contract to the baseball league but the bathrooms are open for all. We want to also put up a sign at the soccer fields advertising the team with contact information similar to the baseball league. Please let me know as soon as we can start putting the river sand out to level the fields. We will then bring in goals and mark the fields. We will also mow the soccer fields and maintain the area at our expense. We do appreciate this opportunity.

If there are any questions please do not hesitate to call. I will be the main point of contact and I can be reached at 281-222-2407. If you are unable

to reach me you may also contact Jose Medrano at 713-823-0103. We look forward to a long working relationship with the you.

I have also attached the insurance form for your records.

Sincerely,
Crush FC Inc.


Moses Ochichie

Exhibit C

