

## **RELEASE AND INDEMNITY AGREEMENT**

WHEREAS, Fort Bend County operating as Fort Bend County (the "Organization") is in need of a location for the storage and distribution of Texas flood emergency relief supplies (the "Emergency Relief Supplies Storage") as described in Exhibit "A" hereto, Tractor Supply Company and RTI Properties, Inc. ("Landlord") consent to the use of a portion of its building at the Premises located at 1400 FM 2218 Road, Richmond, TX, (the "Premises") for the period of time from January 1, 2018 through January 31, 2018 subject to the following conditions and terms (the "Agreement"):

1. The Organization shall secure, at its sole cost and expense, all permit and/or licenses that may be required in connection with the storage and distribution of these materials and the activities proposed on the Premises. The Organization shall comply, in every respect, with all federal, state and local laws, statutes, ordinances, rules, regulations, and orders.

2. The Organization shall be liable for: (a) any damages caused to the Premises and/or to Tractor Supply Company's merchandise, equipment, personal property, employees or facility arising from, whether directly or indirectly, the Emergency Relief Supplies Storage, and (b) any and all damages caused to the equipment, personal property, and persons not affiliated with Tractor Supply Company arising from, whether directly or indirectly, the Emergency Relief Supplies Storage.

3. It is further understood, specifically agreed, and expressly stipulated that as consideration for this Agreement, the Organization agrees to indemnify and hold forever harmless Tractor Supply Company, its subsidiaries and guarantors, Landlord and their Boards of Directors, officers, employees, and agents (the "Indemnitees") from any and all: costs and expenses (including attorney fees); claims, demands, actions, at law or equity that may be brought by any party against the Indemnities; and any orders judgments and/or fines arising out of, whether directly or indirectly, the Emergency Relief Supplies Storage.

4. Further, in consideration of the utilization of the Premises, the Organization is hereby expressly and contractually required to name Tractor Supply Company, a Delaware corporation and Landlord as an additional insured on its general liability insurance policy for defense and indemnification liabilities assumed herein, but in no event with combined general aggregate coverage limit of less than \$2,000,000. A copy of the policy, including the additional insured endorsement as required hereunder shall be transmitted to the following prior to the Emergency Relief Supplies Storage: Tractor Supply Company, Real Estate Department, 5401 Virginia Way, Brentwood, TN 37027, ATTN: Kay Jaynes (Lease Administrator). If via email, to [jwood@tractorsupply.com](mailto:jwood@tractorsupply.com)

5. It is intended by Tractor Supply Company and the Organization that this Agreement be considered for all purposes an insured agreement under any and all policies that would provide coverage for indemnity and defense of the Indemnitees as a result of the Emergency Relief Supplies Storage.

6. It is further understood, specifically agreed that all notices required under this Agreement shall be given and deemed to have been properly served if delivered in writing personally, by certified mail, by a nationally recognized overnight courier with signed proof of delivery or via email transmission to:

ORGANIZATION:  
Fort Bend County  
Attn: County Judge  
401 Jackson St.  
Richmond, TX 77469

STORE:  
Lease Administration Department  
Tractor Supply Company  
5401 Virginia Way  
Brentwood, TN 37027615-440-4000  
kjaynes@tractorsupply.com

7. Further, in consideration of the utilization of the Premises, the Organization acknowledges that this Agreement may be revoked and terminated by the Tractor Supply Company at its sole discretion and that the Organization may from time to time have to relocate the Emergency Relief Supplies Storage based on the needs Tractor Supply Company.

8. THE ORGANIZATION HEREBY AGREES TO INDEMNIFY AND DEFEND TRACTOR SUPPLY COMPANY AND RTI PROPERTIES, INC., FOR ANY CLAIM THAT RESULTS FROM THIS EMERGENCY RELIEF SUPPLIES STORAGE OR ORGANIZATION'S BREACH OF THIS AGREEMENT. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY CLAIM BASED ON THE ALLEGED NEGLIGENCE OR GROSS NEGLIGENCE OF THE INDEMNITEES OR THE ORGANIZATION.

9. The consent granted in this Agreement does not include the sale or display of fireworks or other hazardous materials of any kind anywhere on the Premises. No employee of Tractor Supply Company at the store is authorized to consent to such sale or display and the Organization acknowledges that any such sale or display is expressly prohibited. The Organization acknowledges that the consent granted hereunder is only applicable to the EMERGENCY RELIEF SUPPLIES STORAGE on the date(s) specified above and for no other purpose and may be revoked by Tractor Supply Company at any time in its sole discretion.

10. At no time will overnight lodging be permitted and Organization acknowledges that this is not an intended use contemplated by the terms of this Agreement.

TRACTOR SUPPLY COMPANY  
A Delaware Corporation

Name: \_\_\_\_\_

Robert, Hebert, County Judge

Address: 401 Jackson, St.,  
Richmond, TX 77469

Phone:

Date: / /2017

By:

Its:

Date: / /2017

## **EXHIBIT "A" DESCRIPTION**

The supplies for the Emergency Relief Supplies Storage have been generally described as food, water, blankets, drywall, plywood and other similar emergency relief supplies for the support of the community efforts in Richmond, TX to provide aid and assistance to the Texas victims of Hurricane Harvey. Prior to the Organization moving any supplies into the Premises that do not fit this general description, or supplies that may be deemed hazardous materials, Organization acknowledges that additional written consent from Tractor Supply Company would be required.