

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding ("Memorandum") is by and between Houston Livestock Show and Rodeo, Inc. ("HLSR") and Fort Bend County, Texas ("FBC"). HLSR and FBC may hereinafter be collectively referred to as the "Parties".

Purpose of the Relationship

HLSR desires to assist FBC in conducting a successful Brahman Show at the Fort Bend County Fairgrounds, to be held at the Fort Bend County Fairgrounds from November 16-24, 2019, through the loan of equipment.

1. HLSR's Obligations. HLSR shall loan the following items (the "Equipment") to FBC at no cost:

166 tie panels
75 alley frames

2. FBC Obligations. FBC shall: (i) transport the Equipment from the HLSR warehouse at NRG Park to the Fort Bend County Fairgrounds; (ii) make no modification to the Equipment; (iii) transport the Equipment from the Fort Bend County Fairgrounds to the HLSR warehouse within two (2) weeks after the conclusion of the Brahman Show.
3. Use. FBC shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, regulations, and HLSR policies communicated to FBC in any way relating to the possession, use, and/or maintenance of the Equipment.
4. Surrender. FBC shall return the Equipment in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted. Should any of the Equipment be damaged or lost while in FBC's possession, FBC will reimburse HLSR for such loss or damage.
5. Indemnification. FBC hereby RELEASES, ACQUITS AND FOREVER DISCHARGES HLSR, its subsidiaries and affiliates and its and their present and former directors, officers, employees, agents, volunteers, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "HLSR Parties" or individually, an "HLSR Party") from any and all claims, causes of action, suits, demands, settlements, judgments and expenses (including, but not limited to, reasonable attorneys' fees) for personal injury, death and/or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent acts in connection with this Equipment Rental Agreement, including but not limited to the **NEGLIGENT ACTIONS OF THE HLSR PARTIES, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE,**

PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS. Without limiting the foregoing, FBC agrees that the HLSR Parties shall not be liable to it, its successors or assigns for Claims arising from or related to this Agreement. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND OTHER LAWS OF THE STATE OF TEXAS, FBC FURTHER AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS THE HLSR PARTIES FROM ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO, CLAIMS RESULTING FROM THE HLSR PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS; PROVIDED, HOWEVER, THAT THE DUTY OF FBC TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE HLSR PARTIES SHALL EXTEND ONLY TO CLAIMS ARISING DIRECTLY OR INDIRECTLY FROM THIS EQUIPMENT RENTAL AGREEMENT.** As used herein, "INDEMNIFY" means to agree to assume the HLSR Parties' liability as to any and all claims, causes of action, suits and/or demands made by, through, or under the undersigned against the HLSR Parties arising from or related to this Agreement. THIS PARAGRAPH WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. As Is/No Warranty. FBC HAS INSPECTED THE EQUIPMENT AND HEREBY ACCEPTS THE EQUIPMENT (i) "AS IS, WHERE IS, AND WITH ALL FAULTS," (ii) WITHOUT ANY WARRANTY BY HLSR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHICH WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BY HLSR), (iii) WITHOUT ANY WARRANTY BY HLSR (EXPRESSED OR IMPLIED) THAT THE EQUIPMENT IS SUITABLE FOR RICE'S INTENDED USE, AND (iv) FBC SHALL ASSUME AND USE THE EQUIPMENT AT ITS OWN RISK. RICE HEREBY WAIVES ANY CLAIMS FOR DIRECT, INDIRECT, AND/OR CONSEQUENTIAL DAMAGES WHICH IT MAY SUFFER AS A RESULT OF ANY MALFUNCTION OF THE EQUIPMENT OR ANY INCIDENT WHICH RENDER THE EQUIPMENT TEMPORARILY OR PERMANENTLY INOPERABLE.
7. Ownership. The Equipment is and shall at all times be and remain the sole and exclusive property of HLSR, and FBC shall have no right, title, or interest therein or thereto except as expressly set forth in this Memorandum.
8. Choice of law/venue. This contract is made, entered into, and performable in Harris County, Texas and shall in all respects be interpreted, enforced, and governed under the laws of the state of Texas, without regard to its rules of conflict of laws. The parties agree that the proper venue for all disputes and claims that may arise out of or related to this contract shall be in Fort Bend County, Texas, and waive all claims that venue is proper in any location other than Fort Bend County, Texas. If any part of this Memorandum is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this memorandum.

9. Entire agreement/modification. This Memorandum contains the entire agreement between the parties and supersedes all previous memorandums, negotiations, commitments, and writings and may not be changed or modified in any manner unless done so in writing and signed by both parties.

"HLSR"

Houston Livestock Show and Rodeo, Inc.

By: Chris Boleman

Chris Boleman, Executive Director - Ag Exhibits

Date: 6/3/19

"FBC"

Fort Bend County, Texas

By: _____
KP George, Fort Bend County Judge

Date: _____