

STATE OF TEXAS

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COUNTY OF FORT BEND

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**LICENSE AGREEMENT FOR USE OF FIELDS AT
JONES CREEK RANCH PARK**

THIS License Agreement (“License” and/or “Agreement”) is made and entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Indo-American Association of Fort Bend (“IAAFB”), a 501(c)(3) nonprofit organization authorized to conduct business in the State of Texas.

WITNESSETH

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

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 Jones Creek Ranch Park (“JCRP”); and

WHEREAS, IAAFB desires to assist County in providing recreational facilities for the citizens of the County, to promote the sport and hobby of cricket and develop within the citizens of the County the spirit of good sportsmanship and cooperation, as well as provide a means to actively and recreationally occupy the time and leisure of said citizens; and

WHEREAS, IAAFB has requested permission to use a certain portion of JCRP, for the purposes described above, to be used by persons residing in the County; and

WHEREAS, the County is willing to allow IAAFB to use a certain portion of JCRP for the purposes set forth above; and

WHEREAS, IAAFB is willing to supervise and manage the said 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:

AGREEMENT

1. Property.

1.1. Subject to the provisions of this License, the County hereby licenses to IAAFB a revocable right to use the following described portion of JCRP, located in Fort Bend County, Texas:

Those certain fields located on a tract of land being a part of Fort Bend County Jones Creek Ranch Park said area being identified as “Cricket Field 1” on the map or

diagram marked "Exhibit A," attached hereto and incorporated herein by reference, hereinafter called "Property."

- 1.2. The license granted herein permits IAAFB to use, schedule use of, and maintain 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 IAAFB. The license is merely a license to use the Property according to the terms hereof.

2. Term.

- 2.1. The Term of this Agreement shall commence upon the date of execution by County ("Effective Date") and terminate on the one (1) year anniversary of the Effective Date ("Termination Date"). This Agreement shall automatically renew each year, for a period of four (4) years, unless terminated in accordance with this Agreement.

3. Name.

- 3.1. The fields are to be known as "Jones Creek Ranch Park Cricket Fields."

4. Maintenance.

- 4.1. IAAFB shall provide for all maintenance at the Property, to the satisfaction of County, at the sole expense of IAAFB. Such maintenance shall include, but not be limited to maintenance of grounds, building, fences, playing areas, spectator areas and on-site sewage systems, if applicable.
- 4.2. IAAFB shall provide all supplies and materials necessary to perform the maintenance requirements described herein at the sole expense of the IAAFB. County may perform periodic unannounced and/or noticed inspections of the fields and appurtenances thereto to determine the condition thereof.

5. Improvements or Installations.

- 5.1. This license does not create a right by IAAFB to construct or install any fixtures, improvements, alterations or additions thereto, made and/or installed in or upon the fields by IAAFB, 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.
- 5.2. Should any any fixtures or improvements be installed with or without the permission of the County, the County may order that the fixture, improvement, alteration or addition be removed or alternately that they 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 IAAFB. Upon termination of this license, any movable property not removed by IAAFB before the date of termination becomes the property of the County.
- 5.3. IAAFB 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.

6. Liability and Insurance

- 6.1. IAAFB shall furnish County with insurance certificates(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. IAAFB shall provide County subsequent insurance certificates throughout the term of the Agreement upon request. IAAFB 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. IAAFB 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 ATTORNEY FEES, INVESTIGATIVE COSTS, AND OTHER COSTS OF LITIGATION, IN ANY MANNER ARISING OUT OF THE ACTS OR OMISSIONS OF IAAFB AND IAAFB'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. IAAFB shall ensure that a "FORT BEND COUNTY ATHLETIC FACILITY RELEASE OF LIABILITY FOR PARTICIPANT", attached here as Exhibit B, is executed on behalf of each IAAFB participant prior to participation. Additional 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. IAAFB ACCEPTS THE PROPERTY AND ALL APPURTENANCES AND IMPROVEMENTS THERETO "AS IS, WHERE IS AND WITH ALL FAULTS."

7. Conduct/Security

- 7.1. IAAFB shall exercise proper supervision and control of all activities of IAAFB on the Property. In exercising the rights and performing the obligations required of it under the terms of this license, IAAFB 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 the 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, IAAFB 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. IAAFB shall permit all persons residing in Fort Bend County, Texas to participate in the activities of the League upon the Property. IAAFB shall not discriminate against any person or persons because of race, color, religion, sex or national origin.
- 7.3. IAAFB 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, IAAFB 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. IAAFB shall provide to the County any such guideline or code of conduct. The County reserves the right to amend the guidelines or code of conduct.
- 7.4. IAAFB shall provide all necessary security personnel at the sole expense of IAAFB for the events it sponsors or conducts on the Property.

7.5. IAAFB acknowledges and agrees that it 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. IAAFB shall contact Fort Bend County Parks & Recreation if any IAAFB participant witnesses a violation of Park Rules or actions inconsistent with expectations of a public setting. For emergency situations, IAAFB shall call the Fort Bend County Sheriff's Office for assistance.

8. Times/Calendar

- 8.1. County may establish the day-to-day times when the IAAFB 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 the IAAFB.
- 8.2. IAAFB 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 IAAFB may use the Property. The County may, with or without notice to IAAFB, 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 IAAFB, in the manner described herein of any change in the Park's calendar.
- 8.4. IAAFB shall be required to provide a written schedule of games and practices for each athletic season. IAAFB shall be responsible for scheduling use of the Property by other youth organizations. IAAFB shall not deny the use of the Property to any youth organization that does not interfere with the normal IAAFB 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
401 Jackson St.
Richmond, Texas 77469

with copy to:

Fort Bend County
Parks Director
9555A Highway 6
Missouri City, TX 77459

- 9.3. Notice to IAAFB shall be given by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to:

IAAFB
c/o Dhaval Mehta
27415 Blinkwood Park
Katy, Texas 77494-0000

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

11. Miscellaneous

- 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. IAAFB 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 IAAFB.
- 11.4. This license shall be governed under Texas law, and it shall be performed entirely in Fort Bend County, Texas.
- 11.5. The person signing this license on IAAFB's behalf hereby represents that he or she is authorized by the IAAFB's Board of Directors to execute this license on IAAFB's behalf.
- 11.6. No statement contained in this license shall be construed so as to find IAAFB or any of its participants, to be an employee, or agent of the County, and IAAFB 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 IAAFB or its participants hold itself out as an employee or agent 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. IAAFB shall not assign this license, or any interest arising herein, without the prior written consent of County.
- 11.11. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

12. Termination.

- 12.1. County may terminate this Agreement at any time upon thirty (30) days written notice.

- 12.2. County may terminate the whole or any part of this Agreement for cause if IAAFB materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 12.3. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

13. Certain State Law Requirements for Contracts.

13.1. The contents of this Section are required by Texas Law and are included by County regardless of content. By signature below, IAAFB represent pursuant to Section 2252.152 of the Texas Government Code, that IAAFB are not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

13.2 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, IAAFB verifies IAAFB does not boycott Israel and will not boycott Israel during the term of this Agreement.

14. Understanding, Fair Construction.

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

15. Electronic and Digital Signatures.

15.1. The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

{Execution Page Follows}

IN WITNESS WHEREOF, this Agreement 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 Agreement 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

**INDO AMERICAN ASSOCIATION OF
FORT BEND**

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date



Exhibit A: Map

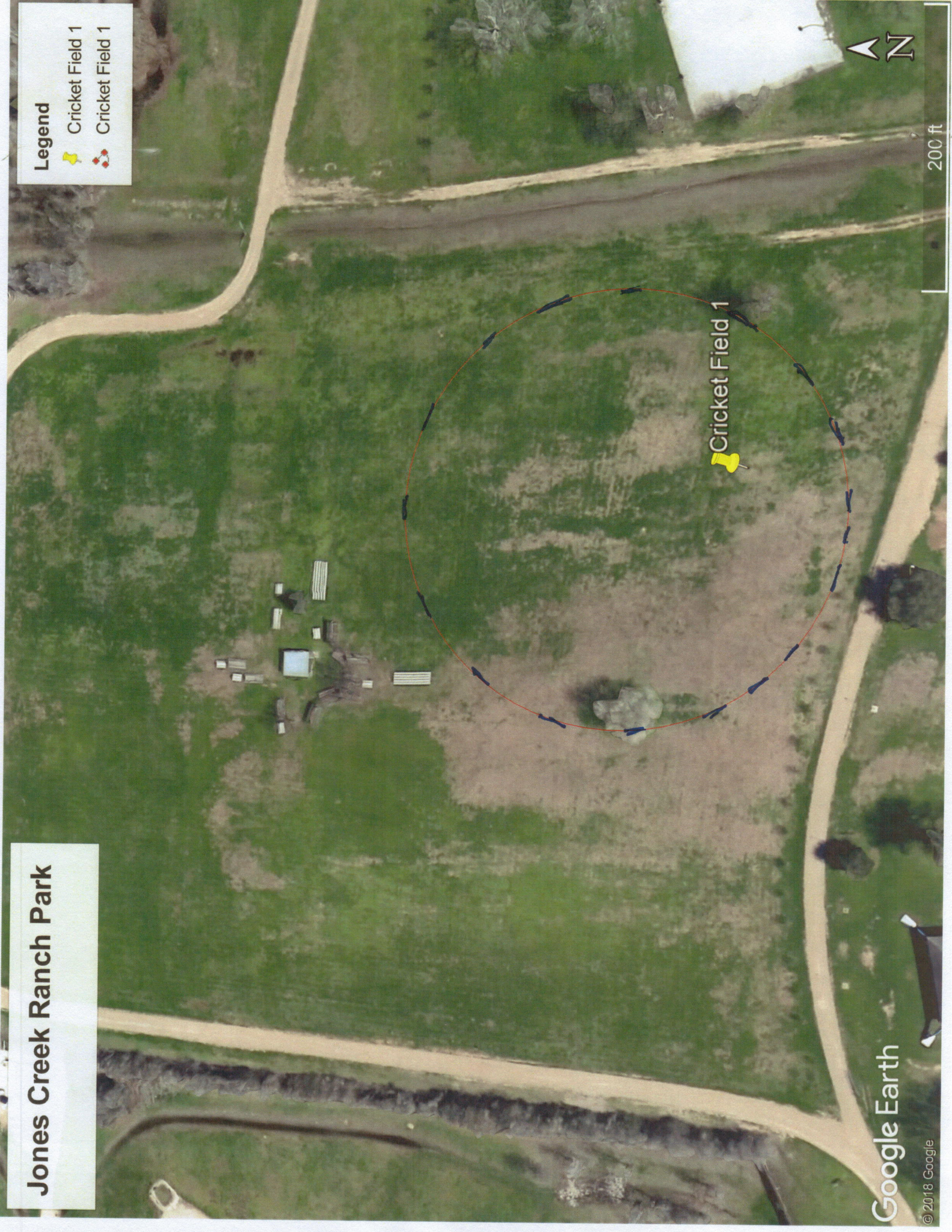
Exhibit B: Participant Release Form

Exhibit A

Jones Creek Ranch Park

Legend

-  Cricket Field 1
-  Cricket Field 1



200 ft

Exhibit B

WAIVER AND RELEASE OF LIABILITY FOR USE OF FORT BEND COUNTY PARK FACILITIES
TO BE COMPLETED ONLY BY PARTICIPANT OR PARENT/LEGAL GUARDIAN

In consideration of being permitted to use Fort Bend County Park facilities, Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant, RELEASE, WAIVE, DISCHARGE FROM LIABILITY and COVENANT NOT TO SUE, Fort Bend County, Texas, its officers volunteers, and agents ("County"), from all liability to Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant for any and all claims for damages for death, personal injury, or property damage, whether or not resulting from the negligence, gross negligence, or misconduct of any person, that Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant may have, or that may subsequently accrue to Participant's, Parent(s), and/or Legal Guardian(s) of Minor Participant, as a result of use of Fort Bend County Park facilities by Participant or Minor Participant.

Participant, or Minor Participant, chose to voluntarily participate in use of Fort Bend County Park facilities and AGREE THAT PARTICIPANT, OR MINOR PARTICIPANT, ASSUMES ALL RISKS, WHETHER KNOWN OR UNKNOWN TO PARTICIPANT, PARENT(S), AND/OR LEGAL GUARDIAN(S) OF MINOR PARTICIPANT.

Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant agree to INDEMNIFY, DEFEND AND HOLD HARMLESS County from any loss, liability, damage, or cost County may incur due to the presence of Participant, or Minor Participant, in or on Fort Bend County Park facilities whether caused by the negligence of County or otherwise. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant assume full responsibility for and risk of bodily injury, death, or property damage due to negligence of County or otherwise while in or on Fort Bend County Park facilities, and/or while competing, officiating in, working, or for any purpose participating in events at Fort Bend County Park facilities.

Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant understand the legal consequences of signing this document, including: (a) releasing County from all liability; (b) waiver of my right to sue County; and (c) assumption of all risks of using Fort Bend County Park facilities.

If Participant, or Minor Participant, requires medical treatment, County is authorized to obtain medical treatment for Participant, or Minor Participant. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant release County from any claim whatsoever on account of first aid, treatment, or service rendered to Participant, or Minor Participant, during use of Fort Bend County Park facilities.

Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant has carefully read the above release and knows the contents of the release and signs this release as their own free act. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant agree that if any portion is held invalid or unenforceable, Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant will continue to be bound by the remaining terms. This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

By signature below, Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant, being of lawful age, in consideration of being permitted to use Fort Bend County facilities, **releases and forever discharges County from any and every claim, demand, action, or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of participation in activities at Fort Bend County Park or any activities in connection with Participant's, or Minor Participant's, use of Fort Bend County Park facilities, whether by negligence or not.** Releasor understands that a photocopy of this authorization is as valid as the original.

Participant: _____ Date of Birth: _____
Printed Name

Parent
/Legal Guardian: _____
Printed Name Signature

Address: _____ Phone: _____