

5. Traffic Control Plan. The County will provide any necessary traffic control and security during the hours of operation and overnight as County determines necessary.
6. Hours. Medical testing at the Facility will occur Monday through Saturday and begin no earlier than 8a.m. and end no later than 5 p.m. on weekdays and begin no earlier than 10 a.m. and end no later than 2 p.m. on Saturday. The County may access the site prior to the start of the daily testing and may remain on the site after daily testing to conduct activities necessary and related to the daily testing.
7. Waiver of Rent. Considering the importance of conducting the testing and the health, safety and welfare benefits to its residents, Gallery will waive any rental payment that it may be due for the use of the Facility.
8. County agrees to the Gratuitous Licensee requirements in the Release of Liability document attached as Exhibit B, to the extent the requirements are allowed by Texas law.
9. Effective Date. This Agreement is effective on execution of both Parties.

FORT BEND COUNTY

KP George
 KP George, County Judge/
 Emergency Management Director

05-05-2020
 Date

ATTEST:

Laura Richard
 Laura Richard, County Clerk

GALLERY MODEL HOMES INC.

[Signature]
 Authorized Agent – Signature

Jim McIngvale
 Authorized Agent- Printed Name

President
 Title

05/04/2020
 Date

Reviewed by:

J. Johnson-Minter MD
 Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
 Director of Health and Human Services

Exhibit A: Site Plan

Exhibit B: General Release of Liability

Exhibit A:
Site Plan

Gallery Furniture 1



Exhibit B:
General Release of Liability

Page 1 of 2
GENERAL RELEASE OF LIABILITY

Purpose: The purpose of this General Release of Liability (hereinafter referred to as “the Release”) is to allow Gratuitous Licensee access to the parking lot of Gallery Furniture Grand Parkway located at 7227 W. Grand Parkway S., Richmond, Texas 77407 (hereinafter referred to as “Gallery Furniture’s Premises”) and to irrevocably and unconditionally release and forever hold harmless, and fully and completely indemnify Gallery Furniture from any and all actions or losses of any kind or nature including; civil, equitable, legal or otherwise with regard to the use of Gallery Furniture’s Premises.

Release Definitions:

Gallery Furniture - The term “Gallery Furniture” refers to Gallery Model Homes, Inc. d/b/a Gallery Furniture, its officers, directors, agents, employees, shareholders, attorneys, successors and assigns as well as James F. McIngvale and Linda McIngvale and shall include, but is not limited to, their respective heirs, successors, executors, administrators, personal representatives, and assigns.

Gallery Furniture’s Premises – The term “Gallery Furniture’s Premises” refers to the parking lot at the Gallery Furniture Grand Parkway location at 7227 W. Grand Parkway S., Richmond, Texas 77407.

Gratuitous Licensee- The term “Gratuitous Licensee” refers to any entity and/or organization and its officers, managers, members, agents, employees, partners, officers, directors, successors and assigns.

Specimen Collections – The term “Specimen Collections” means nasal swab or blood collections for COVID-19 testing and related antibody testing.

Consideration: The consideration for Gratuitous Licensee signing this Release is the granting of entry upon, access to and use of Gallery Furniture’s Premises for Specimen Collections from person(s) of the general public.

General Release as to Gallery Furniture: IN CONSIDERATION FOR THE ENTRY UPON, ACCESS TO AND USE OF GALLERY FURNITURE’S PREMISES, GRATUITOUS LICENSEE AGREES TO IRREVOCABLY AND UNCONDITIONALLY RELEASE, REMISE, CANCEL, ACQUIT, DISCHARGE AND FOREVER HOLD HARMLESS GALLERY FURNITURE FROM ANY AND ALL LIABILITY FOR ANY INJURY(IES) OR OTHER DAMAGE(S) TO GRATUITOUS LICENSEE OR GRATUITOUS LICENSEE’S PERSONAL PROPERTY CAUSED IN WHOLE OR IN PART BY GALLERY FURNITURE, INCLUDING ANY AND ALL SUCH INJURY(IES) AND/OR DAMAGE(S) CAUSED BY NEGLIGENCE OF GALLERY FURNITURE OR RESULTING FROM THE NEGLIGENT ACT(S) AND/OR OMISSION(S) OF GALLERY FURNITURE. GRATUITOUS LICENSEE FURTHER AGREES TO IRREVOCABLY AND UNCONDITIONALLY RELEASE, REMISE, CANCEL, ACQUIT, DISCHARGE AND FOREVER HOLD HARMLESS GALLERY FURNITURE FROM ANY AND ALL CLAIMS, RIGHTS, DEMANDS, DAMAGES (ACTUAL, CONSEQUENTIAL OR OTHERWISE), LOSSES, ACTIONS, SUITS, DEBTS, LIABILITIES, CONTROVERSIES OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, MATURED OR UNMATURED, DIRECT OR INDIRECT, PAST, PRESENT OR FUTURE, OF ANY NATURE WHATSOEVER, RELATING TO OR ARISING OUT OF ENTRY UPON, ACCESS TO AND THE USE OF GALLERY FURNITURE’S PREMISES.

Indemnity: By execution hereof, Gratuitous Licensee represents, covenants and warrants that none of the claims released herein by him, have been in any manner conveyed, assigned or transferred, or purported to be conveyed, assigned or transferred, in whole or in part, to any third party and that no person or entity has been subrogated to the rights, claims or interest of Gratuitous Licensee. Gratuitous Licensee further represents, covenants and

warrants that he has full authority to release any and all claims against Gallery Furniture relating to or arising, directly or indirectly, out of the entry upon, access to and use of Gallery Furniture's Premises. Gratuitous Licensee hereby agrees to indemnify and hold Gallery Furniture harmless from any and all liability or damage(s) and reasonable and necessary attorney's fees, costs and expenses of defense that may be incurred by Gallery Furniture in the event Gratuitous Licensee or anyone claiming by, through or under him, directly or indirectly, hereinafter asserts any of the claims released herein by Gratuitous Licensee.


Miscellaneous Expenses: Gratuitous Licensee understands, acknowledges and agrees that Gratuitous Licensee shall be solely responsible for all transportation costs to and from Gallery Furniture's Premises, and all of Gratuitous Licensee's meals, fuel costs, medical expenses, if any, and related expenses.

Responsibility of Gratuitous Licensee: Gratuitous Licensee understands, acknowledges and agrees that he shall at all times, behave in a mature, responsible and respectable manner while utilizing Gallery Furniture's Premises. Gratuitous Licensee shall not engage in any illegal activities, disruptive behavior, including but not limited to: abusive, vulgar, or inappropriate language; consumption of any alcoholic beverage(s); possession, use, or consumption of any illegal drug(s); possession or use of any weapon(s); fighting; inappropriate touching; or any behavior deemed inappropriate by Gallery Furniture.

Jurisdiction and Venue: Gratuitous Licensee understands, acknowledges and agrees that the Release shall be governed by the laws of the State of Texas and jurisdiction and venue for any action arising from any activities in connection with Gallery Furniture's Premises is solely in Harris County, Texas. Jurisdiction and venue with respect to the enforcement or interpretation of this Release shall be in the District Courts of Harris County, Texas.

CONSENT: By signing this Release, the undersigned understands, acknowledges and agrees that: (1) the party signing is over the age of eighteen (18) years; (2) the party signing has read this Release in its entirety; and (3) the party signing fully understands all provisions contained herein and unconditionally agrees to all terms, conditions and requirements of the Release. The undersigned further acknowledges that he/she is legally competent to sign and binds the respective party to this Release, and will not execute this Release or in any way take part in the activities described herein without full and complete acceptance of, and acquiescence to, this Release and its terms in entirety.

Gratuitous Licensee

By: 
Printed Name: K.P. GEORGE
Title: FORT BEND COUNTY JUDGE
Date Signed: 05-05-2020

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

TEMPORARY FACILITY USE AGREEMENT BETWEEN GALLERY FURNITURE
AND FORT BEND COUNTY
EXTENSION NO. 1

Whereas, Gallery and County entered into an Agreement to use the parking lot located at 7227 W Grand Pkwy S, Richmond, TX 77407 (Facility) as a temporary testing site for the County to conduct testing related to the COVID-19 virus; and

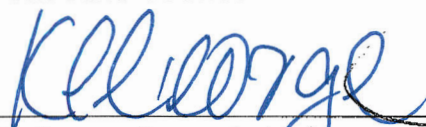
Whereas, the Agreement is set to expire June 7, 2020 and

Whereas, Paragraph 2 of the Agreement allows the Parties to extend the contract term by mutual written agreement; and

Whereas, County believes it is essential to the health, safety, and welfare of its citizens to continue to use the Facility as a testing site.

Therefore, Gallery and County agree to as follows:


1. Gallery will allow the County to continue using the Facility through June 30, 2020. The second period may be extended by mutual written agreement of the parties for a third term of 30 days.
2. The remainder of the Agreement remains in force with no amendments.
3. This extension is effective upon signature of both Parties.

FORT BEND COUNTY


KP George, County Judge/
Emergency Management Director

05.29.2020

Date

ATTEST:


Laura Richard, County Clerk

GALLERY MODEL HOMES INC.


Authorized Agent – Signature

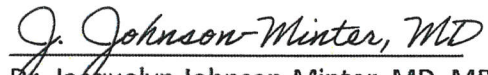
Jim McIngvale

Authorized Agent- Printed Name
President

Title
5/28/20

Date

Reviewed by:



Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

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