

STATE OF TEXAS

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COUNTY OF FORT BEND

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SITE USE AGREEMENT

This Agreement (“Agreement”) is made and entered into between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioners’ Court (“County”) and the City of Clute (“Clute”) for the purpose of providing the Fort Bend County Fairgrounds as a vehicle storage area to Clute, it’s Contractors, Agents and Volunteers, during an emergency or disaster (hereinafter each referred to as a “party” or collectively as the “parties”).

Pursuant to this Agreement, Fort Bend County, grants Clute the non-exclusive right to use the area of the Fort Bend County Fairgrounds commonly known as the “Barbeque Cook-off” area as designated on the attached Exhibit “A” as the parcel of land marked with the Letter “A” in the event that a Category 3 or greater storm strikes or threatens to strike the City of Clute (Exhibit “A” is hereby incorporated by reference for all purposes).

Both parties agree that during an emergency requiring the use of the above referenced property contained in or on the Fort Bend County Fairgrounds, the Director of the Fort Bend County Office of Emergency Management (“Director”), or his/her designee, retains the authority to resolve concurrent claims by multiple parties to the use of the property described above. This authority includes the authority to assign to one party the exclusive use of any portion of the property as the Director or his/her designee deems necessary.

Clute shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse for any supplies that may be used by Clute in the conduct of its relief activities in said disaster. Clute agrees to fully reimburse County for any and all damage to the facilities caused or occasioned by the use of said facilities by Clute, its Contractors, Agents and Volunteers under the terms of this Agreement.

Clute agrees to accept the facilities of the Fort Bend County Fairgrounds including the buildings thereon, in the condition in which they exist when the request for use is made, without any representations, statements, warranties, express or implied, in respect to their condition, for the use of occupation that may be made of the facility by Clute, and in no event shall County be liable for any defects therein. Clute also agrees to indemnify and hold harmless, County, its Agents and Employees from any and all claims, damages, liabilities or expenses arising out of Clute's use of the facility including the buildings and any act of omission or negligence of Clute, its Agents, Invitees or Employees.

Either party may terminate this Agreement at any time by providing thirty (30) days written notice of the intent to terminate the Agreement to the other contracting party.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

This Agreement will be effective beginning August 1, 2023, and ending August 1, 2026.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective upon the date of the last signature.

FORT BEND COUNTY

CITY OF CLUTE

KP George, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

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(Exhibit A follows)

