

## **LICENSE AGREEMENT**

This License Agreement ("**Agreement**") is made and entered into between the **TEXAS STATE TECHNICAL COLLEGE** ("TSTC"), and **FORT BEND COUNTY, TEXAS**, a political subdivision of the state of Texas ("Licensee"). This Contract shall be effective on the last signature date set forth below. TSTC agrees to provide to Licensee and Licensee agrees to utilize from TSTC the Premises described below upon the following terms and conditions:

1. **Parties.** TSTC and Licensee are each a "Party" to this Agreement and collectively referred to herein as the "Parties". The contact person for each Party, or title of the contact person, for purposes of any notice required pursuant to this Agreement are:

**TSTC:** Texas State Technical College – Rosenberg

**Contact:** Guillermo DeLeon, Executive Director – Environmental Health and Safety

**Address:** 26706 Southwest Freeway, Rosenberg, TX 77471

Email Address: [gdeleon1@tstc.edu](mailto:gdeleon1@tstc.edu)

**With a Copy to:**

Francis Manning, Executive Assistant – Office of the Provost

26706 Southwest Freeway

Rosenberg, TX 77471

Email Address: [femanning@tstc.edu](mailto:femanning@tstc.edu)

**Licensee:** Fort Bend County, Texas

**Contact:** KP George, County Judge

**Address:** 401 Jackson St Richmond TX 77469

Email Address: [FBC.Judge@fortbendcountytexas.gov](mailto:FBC.Judge@fortbendcountytexas.gov)

**With a copy to:**

Fort Bend County Health and Human Services

4520 Reading Rd

Rosenberg, TX 77471

Any notice may be given in person, by email, or by certified mail, return receipt requested. Any notice shall be deemed delivered as of date it is delivered in person or deposited in the mail.

2. **Premises.** The premises, which TSTC agrees to provide to Licensee under this Agreement, is a room on the 1st floor of TSTC campus, 26706 Southwest Freeway, Rosenberg, TX 77471, and other rooms as needed with prior written approval by the TSTC Contact Person ("Premises"). These Premises may be used by Licensee as mutually agreed upon by both parties pending availability of proposed dates and time: Date will be based upon availability and prior approval by TSTC. Date may be subject to change with prior written approval by the TSTC Contact person in accordance with TSTC class schedule and vaccine appointments.
3. **Purpose.** Licensee shall use the above-described facility for the purpose of conducting Vaccination Clinic operations including the delivery, and distribution of vaccines. Vaccines shall be removed from the premises at the end of each day period. Licensee shall not use the Premises for any other purpose unless written permission is first obtained from the TSTC Contact Person.
4. **Term.** This Agreement shall be effective on the last signature date set forth below and shall terminate on August 31, 2024, unless sooner terminated in accordance with this Agreement. This Agreement will automatically renew for four (4) consecutive one-year terms unless terminated in accordance with this Agreement.
5. **Cancellation.** Either Party, at its discretion, may unilaterally cancel this Agreement at any time for any reason upon **10 days** written notice. Fees shall be prorated to the date of cancellation, except that the TSTC may charge an administrative fee of **\$100.00** for cancellation initiated by the Licensee. One basis for cancellation is the need for the TSTC to comply with the legal requirement that use of TSTC property by an outside Party will not interfere or impede TSTC purposes.
6. **TSTC Policies.** Licensee acknowledges that they have received a copy of TSTC Policies CHF (Local), GD (Local), and GDA (Local). This is not an exhaustive list of relevant policies but calls attention to expectations of conduct while on TSTC premises.
7. **Alterations.** Licensee shall not make any alterations to the Premises or construct any improvements on the Premises without first having obtained the prior written consent of TSTC.
8. **Foods or Drink.** Sale or distribution of food or drinks may be allowed by obtaining the prior written permission of TSTC (to be granted at TSTC's sole discretion) and provided by Licensee.
9. **Insurance.** During the Term of the Agreement, Licensee, at its sole cost and expense, and for the mutual benefit of TSTC and Licensee, shall carry and maintain comprehensive public liability insurance, including property damage, insuring TSTC and Licensee against liability for injury to person or property occurring in or about the Premises which is caused by the negligent acts or omission of Licensee, its volunteers or

its attendees during the term of this agreement, as follows:

GENERAL LIABILITY

General Aggregate Limit	\$2,000,000.00
Products-Completed Operations Aggregate Limit	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal and advertising injury	\$1,000,000.00
Damage to Premises	\$100,000.00
All coverage must be primary and non-contributory	

AUTOMOBILE LIABILITY

Each Accident	\$1,000,000.00
WORKER'S COMPENSATION	\$1,000,000.00
EMPLOYER'S LIABILITY	\$1,000,000.00
UMBRELLA/EXCESS COVERAGE	\$1,000,000.00

A certificate of insurance specifying the required coverage or a letter of self-insurance if a Texas Governmental Entity, naming TSTC as an additional insured and including a waiver or subrogation in favor of TSTC, must be submitted to TSTC 5 days in advance of the vaccination clinic operations. Licensee shall furnish Certificates of Insurance to TSTC, indicating the limits and coverage as outlined above.

10. **Miscellaneous.** TSTC shall have the right to have one of its officials or a representative present on the Premises when Licensee is using the Premises. Licensee agrees to abide by the TSTC Requirements attached hereto as Exhibit "A" and incorporated herein for all purposes.

11. **LICENSEE'S LIABILITY.** TO THE EXTENT ALLOWED BY LAW, LICENSEE SHALL BE HELD RESPONSIBLE AND LIABLE IN SUCH SUM AS MAY BE NECESSARY FOR REPAIRS OR REPLACEMENTS, FOR ANY DAMAGE DONE TO PREMISES, BUILDINGS, EQUIPMENT, OR OTHER PROPERTY BELONGING TO TSTC WHICH IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LICENSEE, ITS EMPLOYEES, ITS ATTENDEES, AND ITS VOLUNTEERS. TO THE EXTENT ALLOWED BY LAW, LICENSEE AGREES TO HEREBY INDEMNIFY AND HOLD TSTC GROUP HARMLESS FROM ANY AND ALL CLAIMS FOR INJURY (INCLUDING DEATH) AND DAMAGE TO PERSONS OR PROPERTY CAUSED BY LICENSEE GROUP OR ARISING UNDER THIS AGREEMENT.

12. **TSTC'S LIABILITY.** TSTC, ITS TRUSTEES, ITS OFFICERS, ITS EMPLOYEES, ITS STUDENTS, AND ITS AGENTS ("TSTC GROUP") SHALL NOT BE LIABLE TO LICENSEE, ITS EMPLOYEES, ITS AGENTS, ITS VOLUNTEERS, OR ITS ATTENDEES ("LICENSEE GROUP") FOR ANY INJURY TO ANY PERSONS (INCLUDING DEATH) OR FOR ANY DAMAGE TO PROPERTY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF LICENSEE, ITS EMPLOYEES, ITS AGENTS, ITS VOLUNTEERS, OR ITS ATTENDEES DURING THE TERM

**OF THIS AGREEMENT.**

13. **LICENSEE ACKNOWLEDGES AND AGREES THAT TSTC SHALL HAVE NO RESPONSIBILITY FOR ENSURING OR ENFORCING LICENSEE GROUP'S COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES OR GOVERNMENT ORDERS REGARDING SOCIAL DISTANCING OR THE USE OF FACE MASKS. LICENSEE HEREBY RELEASES TSTC FROM ANY LIABILITY IN THE EVENT ANY INDIVIDUAL WITHIN THE LICENSEE GROUP CONTRACTS COVID-19 OR VIOLATES ANY APPLICABLE LAW, ORDINANCE OR GOVERNMENT ORDER CONCERNING COVID- 19 SAFETY PRECAUTIONS. TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, LICENSEE SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY TSTC GROUP FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION CAUSED BY LICENSEE GROUP'S USE OF THE PREMISES AND COVID-19 RELATED ACTIONS**

14. Further, Licensee expressly agrees that it is responsible for all cleaning of any equipment, portable restrooms, etc. that Licensee brings to the Premises.

15. **No illegal Use of Facilities.** Licensee agrees not to use or allow the Premises to be used for any unlawful purpose. Licensee agrees not to commit or allow to be committed any waste or nuisance committed in or about the Premises or subject the Premises to any use that would damage the Premises or raise or violate any insurance coverage maintained by TSTC.

16. **Authorization of Agreement.** Each Party represents and warrants to the other Party that they have authority to enter into this Agreement and execute same on behalf of their principal and this Agreement shall constitute a valid and enforceable obligation of such Party according to its terms.

17. **Governing Law.** The Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of the State of Texas. Licensee agrees to comply with all applicable state, federal, or city laws and regulations, and with the policies and regulations of TSTC pertaining to the use and occupancy of the Premises. The Parties consent to the jurisdiction and venue of the courts of Travis or McLennan County, Texas for any action brought against TSTC under this Agreement. The Parties further acknowledge and agree that venue is mandatory in Fort Bend County, Texas for any actions brought against Licensee under this Agreement pursuant to Section 15.015 of the Texas Civil Practice and Remedies Code.

18. **Entirety.** This Agreement supersedes all prior contracts, agreements, and discussions, whether verbal or written, relating to the subject matter contemplated under this agreement and constitutes the entire agreement between TSTC and the Licensee with regard to these matters. No amendments may be made to this Agreement except by written document signed by authorized representatives of both parties hereto.

19. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

20. **Waiver.** The provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof only by evidencing such waiver in writing, executed by such party. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement

21. **Third Parties.** Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

22. **Immunity.** Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver or surrender by TSTC or Licensee of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.

23. **Severability.** Unless the basis of the bargain among the Parties hereto is destroyed or rendered ineffective by invalidity or unenforceability of any provision hereof, if any provision of this Agreement should be held to be void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.

24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement, binding on all Parties hereto, notwithstanding that all Parties shall not have signed the same counterpart.

25. **New Certifications.**

Certifications Regarding Terrorist Organizations and Boycott of Israel

To the extent applicable, Licensee hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154)


Licensee hereby certifies and verifies that neither Licensee, nor any affiliate, subsidiary, or parent company of Licensee, if any (the "Licensee Companies"), boycotts Israel, and Licensee agrees that Licensee and Licensee will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-

.002, 808.001-.006, .051-.057, .101-.102)

26. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, THE PARTIES ACKNOWLEDGE THAT FORT BEND COUNTY, TEXAS IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

**\*\*\*SIGNATURES ON PAGE TO FOLLOW\*\*\***

**TSTC:**  
**TEXAS STATE TECHNICAL COLLEGE**

**By:** 

**Name:** Bryan Bowling

**Title:** Provost

**Date of Execution:** 7/12/2023

**LICENSEE:**  
**FORT BEND COUNTY, TEXAS**

**By:** \_\_\_\_\_ KP George, County Judge

**Date of Execution:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Laura Richard, County Clerk

## Exhibit A

### TSTC Requirements

1. TSTC AND LICENSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THE AGREEMENT TO WHICH THESE RENTAL REQUIREMENTS ARE ATTACHED. IN ADDITION, AS MORE SPECIFICALLY DESCRIBED IN SECTION 16 BELOW, LICENSEE ACCEPTS THE PREMISES IN AN "AS-IS" CONDITION.
2. Use of Premises requires a properly executed written agreement.
3. Checks shall be payable to Texas State Technical College.
4. The Licensee shall obtain advance approval from TSTC theatre personnel of publicity material, i.e., leaflets, brochures, letters, when TSTC is a co-sponsor of the event.
5. The consumption or presence of alcohol on any Premises is prohibited.
6. Smoking is prohibited on the Premises.
7. Food or drink may be brought and consumed on the Premises only when and as permitted in the Agreement.
8. Licensee shall not charge an admission fee for any public or private event on the Premises unless Licensee is a nonprofit organization authorized by the TSTC Chancellor or an authorized representative of TSTC's Office of the Chancellor to charge an admission fee for such event.
9. No advertising or other item shall be placed or posted on walls or doors in or about the Premises without the prior written permission of TSTC. TSTC's name shall not be used to suggest co-sponsorship or endorsement of any activity, except with prior written approval by TSTC. Use of the name or likeness of any TSTC personnel, faculty, Board member, or other individual in any advertisement, merchandise, marketing material, display, or other medium shall not be permitted without that individual's written consent.
10. Licensee shall not sell or cause to be sold any programs or other items in or about the Premises, except on terms and conditions established by TSTC.
11. Solicitation of donations is prohibited on the Premises unless Licensee is a nonprofit organization whose fundraising activities do not conflict with TSTC's use of the Premises or with TSTC policy.
12. Licensee must comply with the City of Houston Fire Codes. If the City Fire Marshall is required on the premises, that cost is borne solely by the Licensee.
13. Licensee hereby agrees, at Licensee's sole expense, to dispose of its medical waste in compliance with all federal, state and local laws, rules and regulations relating to the disposal of medical waste and to dispose of the medical waste in a prudent and reasonable manner. Licensee shall not place any medical waste in refuse containers emptied by TSTC's janitorial staff.
14. Without first obtaining the written permission of TSTC, Licensee shall not store, or permit anyone else to store, hazardous materials upon or about the Premises nor permit such materials upon the Premises at any time. "Hazardous Materials" shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by

the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Art. 4477-7, Tex. Rev. Civ. Stat. Ann.; (vii) any substance the presence of which on the Leased Premises is prohibited by any applicable governmental requirements and regulations ("Governmental Requirements"); and (viii) any other substance which by any Governmental Requirement requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal.

15. It is the intent of the TSTC that all Premises shall be covered by insurance for damage or injury which arise from the Premises. If TSTC informs Licensee that TSTC requires Licensee to provide or pay for insurance or additional insurance, then during the term of the Agreement, Licensee, at its sole cost and expense, and for the mutual benefit of TSTC and Licensee, shall carry and maintain comprehensive public liability insurance, including property damage, insuring TSTC and Licensee against liability for injury to persons or property occurring in or about the Premises or arising out of the ownership, maintenance, use or occupancy thereof. The limits of liability under such insurance shall not be less than \$1,000,000.00 for personal injury and not less than \$100,000.00 for personal property damage per accident. All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall be payable to TSTC, TSTC' lienholders or Licensee as their respective interests may appear. Licensee shall procure and obtain all such insurance through its own sources. Licensee shall provide TSTC with policies evidencing such insurance. Failure to present proof of this insurance to TSTC will be considered cancellation of the Agreement by the Licensee and TSTC will keep the deposit paid by the Licensee.
16. Licensee accepts the Premises in their "as-is" condition and state of repair at the commencement of the term of the agreement to which these Requirements are attached, and TSTC shall not be obligated to make any repairs or improvements thereto. Upon termination of the agreement to which these Requirements are attached, Licensee shall (a) remove all temporary improvements to the Premises made by Licensee (unless otherwise requested by TSTC), and (b) surrender the Premises to TSTC in a condition and state of repair equal to or better than the condition and state of repair of the Premises as it existed at the commencement of the term, normal wear and tear excepted. Licensee shall not create a nuisance, permit any waste, or use the Premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the Premises.
17. Licensee shall, at Licensee's own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Premises. Licensee and Licensee's officer's patrons, visitors, agents, employees, and invitees shall fully comply with any rules and regulations governing the use of the Premises as required by TSTC as set forth herein or otherwise promulgated by TSTC from time to time. TSTC may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the Premises. To the extent allowed by law, Licensee agrees to indemnify and hold TSTC and its officers, employees, students and agents harmless from any and all claims arising from Licensee's violations of all applicable laws, orders, regulations, policies, procedures and requirements of TSTC and all government entities affecting the Premises.
18. Licensee shall not assign the agreement to which these Requirements are attached and/or sublet the Premises without TSTC's prior written consent.

19. Licensee shall permit no mechanic's liens or liens of any kind to be filed against the Premises, except with the express written permission of TSTC. Unless improvements made by Licensee may be removed without damage, title to any improvements situated on the Premises shall immediately vest in TSTC upon the date of such termination, and Licensee agrees to surrender said improvements to TSTC in the same condition or better as on the date of Licensee's initial possession of such improvements, normal wear and tear excepted.
20. The Premises, or any part thereof, shall not be used (a) in the operation of, or in conjunction with, any school or other institution of learning, study or institution which discriminated against any person because of his race, color national origin, regardless of whether such discrimination be by design or otherwise; or (b) in the operation of, or in conjunction with, any school or other institution of learning, study or institution which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system. Any violation of this provision will without further action result in an automatic termination of Licensee's rights with respect to the Premises and an immediate reversion of Licensee's rights to TSTC.