



BY EXECUTING THIS AGREEMENT AS PROVIDED BELOW, THE UNDERSIGNED ACKNOWLEDGE THEIR UNDERSTANDING OF AND AGREEMENT TO THE TERMS AND CONDITIONS OF THIS LIMITED USE LICENSE AGREEMENT.

WALGREEN CO.

Fort Bend County Health & Human Services

By (RVP):

By: KP George

Name:

Name:

Title: Regional Vice President

Title: The Honorable County Judge

Date:

Date:

## ADDITIONAL TERMS & CONDITIONS

### 1. Use.

- a. Walgreens grants Host Licensee an exclusive limited duration revocable right, privilege and license to access and use that portion of the Event Location designated by Walgreens for the HIV Testing Event (as described on the cover page of this Agreement) on the specified Event Dates and Event Hours.
- b. If required, Host Licensee shall remit to Walgreens the License Fee or Cost Recovery Charge on or before the Fee Remittance Date.
- c. Host Licensee shall conduct the HIV Testing Event in full compliance with all applicable governmental requirements, in a first-class manner, free of liens for materials or labor furnished to Host Licensee, and at Host Licensee's sole cost and expense. Host Licensee represents and warrants that: (i) Host Licensee has all authorizations, licenses and permits that are necessary to conduct the HIV Testing Event; (ii) the Host Licensee and its employees, guests, invitees, agents, contractors and representatives (the "Host Licensee Parties") will not violate any laws, regulations, rules, or governmental requirements in connection with, or during the HIV Testing Event; (iii) shall ensure that the HIV Testing Event is carried out in a safe and controlled manner; (iv) the Host Licensee Parties shall not: (A) obstruct, prevent or interfere with access to the Event Location by any Walgreen representative; (B) unreasonably interfere with the use or enjoyment of the Event Location; (C) cause or create any nuisance within the Event Location, including excessive noise; (D) bring or generate any hazardous materials of any kind into the Event Location; and (E) fail to comply with any directive of any Walgreens representative, and with any life or safety rule or regulation of the Event Location. Host Licensee agrees that all materials, chemicals and services relating to the Host Licensee's use and/or occupation of the Event Location shall be provided in accordance with all statutes, ordinances, rules and regulations governing health, safety and the environment.
- d. Host Licensee shall provide, at Host Licensee's sole cost and expense, all services, supplies and equipment required for the HIV Testing Event. Walgreens assumes no responsibility and shall not be liable for any damaged or stolen items and/or equipment placed by Host Licensee in the Event Location. Host Licensee may not store any items or equipment in the Event Location or affix anything to or alter any surface of the interior or exterior of the Event Location. Host Licensee shall obtain a signed acknowledgment from each individual who receives services at the HIV Testing Event that identifies that the professional testing services are being provided by Host Licensee, in such form as has been approved in advance by Walgreens (which shall specify that the professional testing services are being provided by Host Licensee, "whose trained healthcare professionals are not employed by and are not agents of Walgreen Co., its subsidiaries, including Take Care Health Systems, LLC, or their affiliated providers"), and Host Licensee shall maintain all such signed acknowledgements in each patient's medical record for a period of time after the HIV Testing Event no shorter than the longest medical record retention requirement under any law, regulation, rule or governmental requirement that applies to the patient's test results from the HIV Testing Event.
- e. Smoking is not permitted in the Event Location or in and around the Event Location.

f. Walgreens reserves the right to approve, in advance, all food and beverages brought into the Event Location.

2. **Term.** The term of this Agreement shall commence on the specified Event Date and continue through the specified Event Hours. Notwithstanding the above, Walgreens shall have the right to terminate this Agreement at any time by providing notice to Host Licensee. Any holding over by Host Licensee shall not operate, except by written agreement, to extend or renew this Agreement or to imply or create a new agreement.
3. **Tradenames; Publications.** Host Licensee must obtain Walgreens'; written approval prior to publication and/or distribution of any and all publications, using the terms "Walgreen," "Walgreens," "Walgreen Co." or the Walgreen logo.
4. **Indemnity.** Host Licensee and Walgreens agree to each be solely responsible for claims alleging bodily injury, including death, and property damage arising from each party's own negligence, acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions. No party shall have any obligation to indemnify the other, and/or its agents, employees and representatives.
5. **Surrender.** Upon surrender, the Event Location and any other portions of any adjoining property affected by, involved in, or used by Host Licensee shall be returned in as good condition as when first occupied by Host Licensee. Host Licensee shall be responsible for the cleanup, removal, and/or disposal of all debris, displays, equipment, machinery and other items deposited, used or created in, on or about the Event Location as a result of Host Licensee's use and/or occupation of the Event Location, and shall repair any damage caused by the removal of such items and equipment, all at Host Licensee's sole cost and expense. Host Licensee shall pay to Walgreens the Hold Over Fee if the Host Licensee Parties do not vacate the Event Location upon the termination of the Event Hours.
6. **Insurance.** At all times during the Term, Host Licensee shall maintain, or shall cause to be maintained, without any cost or expense to Walgreens: (a) worker's compensation insurance with statutory limits in the state(s) where services are being provided and employer's liability coverage in the amount of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy aggregate limit for bodily injury by disease; (b) professional liability insurance for all professionals conducting any HIV Testing or counseling services at the Event with minimum limits of \$1,000,000 per occurrence; \$3,000,000 aggregate; (c) commercial general liability insurance for bodily injury, including death, and property damage liability in an amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (d) automobile liability insurance with a minimum combined single limit of \$1,000,000 per accident covering the use of all owned, hired and non-owned autos. The automobile and general liability policies shall name Walgreen Co. as additional insured. Umbrella/excess liability insurance can support the above insurance requirements and coverage shall not be more restrictive than the primary liability coverage and include Walgreens' additional insured status. Host Licensee acknowledges that Host Licensee retains the risk of loss, damage or destruction to their owned or leased tangible property. Host Licensee shall provide to Walgreen Co. evidence of coverage prior to execution of this Agreement. The insurance amounts indicated are minimum requirements and not limits of liability. They are not to be construed as either party's consent to substitute or limit Host Licensee's financial liability in excess of the amounts set forth except as otherwise agreed in the Agreement.
7. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties, and supersedes any previous oral and written agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified, waived, altered or changed unless in writing signed by the parties hereto. Host Licensee may not assign its rights under this Agreement to any party. In the event litigation is commenced by either party hereto against the other in connection with the enforcement of any provision of this Agreement, the attorney's fees and costs incurred by the prevailing party shall be paid by the non-prevailing party. The laws of the State in which the Event Location is located shall govern any and all claims, disputes or causes of action arising under or relating to the Agreement.