



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

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Attorney/Client Privileged Document

REVIEW FORM

On June 7, 2024, the County Attorney's Office reviewed the following:

24-HHS-100683– Facilities Use Contract Form for outreach events and clinical outreach events at Wharton County Junior College campus sites.

Comments: The aforementioned document has been acknowledge, reviewed, and revised. The attached revised Wharton County Junior College Facilities Use Contract Form is the version that is approved as to legal form.

BRIDGETTE SMITH-LAWSON
FORT BEND COUNTY ATTORNEY

Kendralyn C. Jasper
Kendralyn C. Jasper
Assistant County Attorney



Wharton County Junior College

911 Boling Highway • Wharton, Texas 77488 • (979) 532-4560

Facilities Use Contract Form

In compliance with WCJC Regulation 371, Wharton County Junior College, hereinafter called "the College" does hereby agree to provide facilities as described below to:

Name: Fort Bend County

Address: Fort Bend County Health & Human Services

City, State, Zip: 401 Jackson St., Richmond, Texas 77469

Telephone (incl area code): _____

who is hereinafter called "the User." Signature of the User affixed to this document signifies acceptance and agreement with all terms and conditions of this agreement.

FACILITY TO BE USED

Building: WCJC Richmond and Sugarland Campuses Room: As required _____

Grounds: _____

Other: _____

Dates Requested: Start: 06/01/2024 End: 06/01/2026

Times Requested: Start: TBA End: TBA

CHARGES FOR FACILITY USE

_____ Building Use (\$ _____/day) x _____ days = \$ waived

_____ Technician (\$15/first hr, plus min wage for
add'l hr x _____ hrs) = \$ waived

_____ Other: _____ \$ waived

_____ Refundable Deposit:

Total Payment Due College: \$ -0-



TERMS AND CONDITIONS

1. The User shall furnish proof of liability insurance naming the College as an additional insured for \$1,000,000 (one million dollars) for the individual event.

Insurance Company: _____

Address: _____

Policy Number: _____

2. For rehearsals in the Horton Foote Theatre, rehearsal and work lights are provided (four 750-watt scoop lights). Should stage lights be desired by the User, a qualified technician must be provided at the User's expense. The College, in its sole discretion, shall determine a technician's qualifications.

3. All rehearsal and stage lights must be turned off by the User immediately after use and prior to leaving the Horton Foote Theatre. The dimmer system must be properly secured. Failure to adhere to this rule may result in replacement of equipment at the User's expense.

4. The User of the Horton Foote Theatre may use only the College's musical equipment for which prior arrangements must be made with the head of the Music Department.

5. ~~The User will furnish, at the User's expense, the services of a minimum of two one commissioned police officer with legal jurisdiction in the location of the event.~~

6. The User agrees to leave the premises in as good or better condition than that which existed prior to usage. The User must:

- a. clear tables of any debris or food;
- b. bag trash in containers provided;
- c. remove all decorations and personal belongings;
- d. clean up all obvious spills on tables, chairs, and floor.

7. Other(s): _____



Wharton County Junior College

Facilities Request Office of Administrative Services

WAIVER AND INDEMNIFICATION

The User hereby waives and forgives any claims against the College, its trustees, agents, and employees which may arise on behalf of the User as a result of the execution of this agreement or the use of the College's facilities.

The User agrees to assume any and all responsibility of any kind whatsoever from the use of the College facilities and indemnify, protect, defend, and hold harmless the College, its trustees, agents, and employees from and against any and all liability, claims, demands, suits, actions, damages, losses, and expenses, including any attorney fees necessary in the defense of any such action, arising out of or in any manner resulting from the User's use of, or presence on, the College property. It is the intention of the User that such indemnity shall apply whether or not the liability, claims, demands, suits, actions, damages, losses, or expenses arise from the negligence of the College or its trustees, agents, or employees.

This indemnification agreement is not to be construed as a waiver of the sovereign or governmental immunity from liability now possessed by the College and its agents or employees in performing this governmental function.

SIGNATURES

The terms and conditions listed above are agreed to by both parties as witnessed by our signatures below: _____

For: Wharton County Junior College

For: Fort Bend County

by: _____

by: KP George, County Judge

Date of Execution: June 18, 2024

Date of Execution: _____

Attest: _____

Laura Richard, County Clerk

Facilities: Wharton County Junior College -
Richmond/Sugar Land
Contact: Martinez, Jerry Dean of Enrollment
Management and Registrar
Address: 911 Boling Highway, Wharton, Texas
Email Address: MartinezJe@wcjc.edu

Renter: Fort Bend County, Texas
Contact: KP George, County Judge
Address: 401 Jackson St, Richmond, TX 77469
Email Address: FBC.Judge@fortbendcountytexas.gov

With a copy to:
Georgeann Calzada Director of Fort Bend County
Campuses
911 Boling Highway, Wharton, Texas
Email Address: calzadag@wcjc.edu

With a copy to:
Fort Bend County Health and Human Services
4520 Reading Rd, Rosenberg, TX 77471
Email Address: hhs@fortbendcountytexas.gov