

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO WWNA'S SPACE UTILIZATION AGREEMENT

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and WW North America Holdings, LLC, (hereinafter "WWNA"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, the parties have accepted WWNA's Space Utilization Agreement, (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference, for WWNA to conduct workshops at Pinnacle Senior Center in Fort Bend County at no cost to the County as will be more specifically described in this Agreement (hereinafter "Services"); and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Term.** The term of the Agreement is effective as of the date signed by all Parties and shall terminate six (6) months thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall NOT automatically renew, but may be subsequently renewed in writing upon agreement of the Parties.
3. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Contractor for any reason are hereby deleted.
4. **Public Information Act.** WWNA expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by WWNA shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

5. **Assignment.** Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent.
6. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
7. **Compliance with Laws.** WWNA shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, WWNA shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, WWNA hereby verifies that WWNA and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, WWNA does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, WWNA does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, WWNA does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or

firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, WWNA ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
10. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
11. **Conflict.** In the event there is a conflict between this Addendum and the attached Exhibits, this Addendum controls to the extent of the conflict.
12. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term, and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
13. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
14. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
15. **County Data.** Nothing in this Agreement will be construed to waive the requirements of §205.009 of the Texas Local Government Code.

{Execution Page Follows}

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

WW NORTH AMERICA HOLDINGS, LLC

KP George, County Judge

Natalie DeSilva
Authorized Agent- Signature

Date

Natalie DeSilva
Authorized Agent- Printed Name

Attest:

Regional Operations Manager
Title

Laura Richard, County Clerk

08/15/2024

Date

Reviewed:

Darren McCarthy, Director
Parks and Recreation

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

i:\agreements\2024 agreements\parks\ww north america, llc (24-parks-100762)\addendum to wwna space utilization agreement (kcj - 6.24.2024) v2 7.31.2024

EXHIBIT A

(Follows Behind)



**WW NORTH AMERICA HOLDINGS, LLC (“WWNA”)
SPACE UTILIZATION AGREEMENT**

Date: _____ Location # _____

Attention: _____ (“Owner”) ***This name must match Line 1 of the W-9 Form***

Regarding: Conducting WWNA Workshops at:

_____ Center (“Facility”)

This letter of agreement is effective as of the last date signed below with weekly WWNA Workshops beginning on _____. Workshops will be held weekly, with the exception of National holidays, or in case of inclement weather.

The schedule of Workshops shall be listed below.

Day	Time Start/Time Finish

Workshop times may be rescheduled by mutual consent and workshop quantities may change with 15 (fifteen) days advance notice to accommodate holidays and special occasions. The Facility/Owner may relocate or substitute the meeting room in the facility only if the new meeting room is of similar size, utility, and condition.

WWNA will pay \$_____ + _____% Tax, \$_____ Service Charge/Fees, \$_____ Misc. Charges for a total of \$_____ per _____ for the use of the meeting room in the Facility at the above scheduled days and times each week. This fee shall be paid on a monthly basis. Following mutual execution of the Space Utilization Agreement, The Facility/Owner shall provide a w-9 and executed vendor contract. All payments will be remitted via EFT (Electronic funds transfer) to the Owner’s bank account.

It is the Owner’s responsibility to notify WWNA **promptly** at wnnoc@cushwake.com for any rent discrepancies.

Amount due upon mutual execution of Space Utilization Agreement: \$_____

The Facility/Owner shall furnish the meeting room with approximately ____ chairs and ____ tables set up for each Workshop as well as access to restrooms. The Facility/Owner shall provide the usual custodial and maintenance services including floors and tabletops, adequate heat and/or ventilation, trash, snow and ice removal in and around the Facility, including the parking areas.

The Facility/Owner shall ensure complete privacy and quiet enjoyment during workshop times due to the sensitive nature of our work.

The Facility/Owner may not solicit or market to WWNA employees or members without prior consent.

ACCESS:

The Facility/Owner shall furnish: _____ keys to the Facility

-OR-

_____ at _____ will unlock Facility one hour prior to start time.
(Name) (Phone #)

ADDITIONAL CLAUSES:

_____ set up provided by location

OM WWNA CONTACT:

_____ at _____ OR _____
(Name) (Phone #) (Email Address)

Each party shall procure and maintain, at its sole cost and expense, a policy or policies of commercial general public liability insurance with a combined single limit of not less than \$1,000,000.00. Such insurance shall name the other party as additional insured, waive rights of subrogation against the other party and be primary and non-contributory with any similar insurance purchased by the other party, all in accordance with the indemnification provisions of this agreement. Either party may maintain the required liability insurance in the form of a blanket policy. Each party shall provide a certificate of insurance to the other party.

Owner represents that the Facility is compliant with all applicable laws, including but not limited to the Americans with Disabilities Act.

Each party agrees to defend, indemnify, and hold harmless the other party and its parents, officers, directors, employees, agents, consultants and contractors from and against any and all third party claims, demands, losses, costs, expenses, obligations, damages of every kind and nature, deficiencies, penalties, fines, and expenses (including reasonable attorneys' fees) ("Claims") that either party may incur or suffer to the extent such Claims are caused by the breach of any representation in this Agreement or the negligence of the indemnifying party that occurs during WWNA's use of the facility pursuant to this Agreement. The terms of this paragraph shall survive the termination of the Agreement. Neither party nor any of its affiliates will be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages (including without limitation lost business, revenue, profits, or goodwill) arising in connection with this Agreement or the provision of services hereunder, under any theory of tort, contract, warranty, strict liability, or negligence, even if the party has been advised, knew, or should have known of the possibility of such damages. The terms of this paragraph shall survive the termination of the Agreement.

This agreement may be canceled by either party with thirty (30) days written notice.

WeightWatchers

APPROVED:

WW North America Holdings, LLC

Attention: Real Estate

Notice: Cushman & Wakefield

Attn: WW Lease Administration

575 Maryville Centre Drive, Suite 600

St. Louis, MO 63141

By: Natalie DeSilva

Signature

Position/Title

Date

Owner: _____

Contact: _____

Phone: _____

Email: _____

Payment/Notice Address: _____

By: _____

Signature

Position/Title

Date

**PLEASE SIGN THIS DOCUMENT AND RETURN TO CONTACT ABOVE AND ANTHONY DRAGO AT:
Anthony.Drago@cushwake.com**