



COUNTY ATTORNEY

Fort Bend County, Texas

BRIDGETTE SMITH-LAWSON

County Attorney

(281) 341-4555

Fax (281) 341-4557

REVIEW FORM

On July 14, 2025, the County Attorney's Office reviewed the following pursuant to Contract Request No. 25-DA-100871:

Wharton County Junior College Facilities Use Contract between Fort Bend County District Attorney's Office and Wharton County Junior College

The purpose of this contract is to specify the terms and responsibilities for after hours facilities usage.

The attached contract has been acknowledged, reviewed, and approved as to legal form only.

BRIDGETTE SMITH-LAWSON
FORT BEND COUNTY ATTORNEY

A handwritten signature in black ink, appearing to read "Byron O'Neal", is written over a horizontal line.

Byron O'Neal,
Assistant County Attorney,
General Counsel Division



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: VIS & CVC Form Assistance Sessions

Address: 1422 Eugene Heimann Circle

City, State, Zip: Richmond, TX 77469

Telephone (incl area code): leshae.haynes@fortbendcountytexas.gov AND (281)2383260

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: Richmond Campus Room: 101

Grounds: _____

Other: _____

Dates Requested: Start: July 10, 2025 & October 6, 2025 End: July 10, 2025 & October 6, 2025

Times Requested: Start: 4:00 p.m. End: 6:00 p.m.

CHARGES FOR FACILITY USE

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

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

_____ Other: _____ \$_____

_____ Refundable Deposit:

Total Payment Due College: \$ WAIVED

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): No college items will be taken down nor any additional items attached to the walls with thumbtacks, staples, etc.

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 on this _____
23rd day of May, 2025.

For: Wharton County Junior College

For: Fort Bend County

by: Betty A. McCreath

by: _____