

THE STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND       §

FULL RELEASE AND AGREEMENT FOR USAGE  
OF COUNTY PROPERTY

This Full Release is made and entered into by and between Fort Bend County, Texas (hereinafter referred to as "County,") and Spay-Neuter Assistance Program, Inc. (hereinafter referred to as "SNAP"); and,

WHEREAS, the County desires to permit SNAP to use Fort Bend County's parking lot located at 4520 Reading Road, Rosenberg, Texas, hereinafter referred to as "County property," for a spay-neuter mobile clinic on Monday, September 27, 2010, to serve a public purpose; and,

WHEREAS, SNAP desires to fully release County of any and all claims that may be derived from the use of the County property; and,

WHEREAS, SNAP shall be responsible to County for any and all damages that may occur to the County property on Monday, September 27, 2010; and,

WHEREAS, the parties agree the purpose of the release is to buy peace; and,

WHEREAS, the parties agree that the terms of this release and agreement accurately reflect their intent.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

AGREEMENT

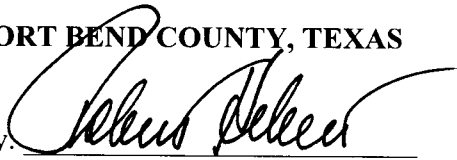
1. The purpose of this Agreement is to allow SNAP to use the County property for a mobile spay-neuter clinic on September 27, 2010.
2. SNAP shall use reasonable care to prevent damage to County property.
3. SNAP shall be responsible for any damage to the Property and shall reimburse County for any reasonable repairs made by SNAP's usage upon completion of the stated purpose of this Agreement.
4. SNAP shall, keep in full force and affect a policy or general liability insurance in which the limits shall not be less than \$1,000,000 for each claim aggregate. The policy shall name the County as an additional ensured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to County no less than five (5) business

- days before the date of this event.
5. SNAP releases does release, acquit, and forever discharge the County, its officials, agents, servants, and employees and all persons in privity with the County from any and all future claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which might arise hereafter, directly or indirectly attributable to PTO's usage of County property.
  6. SNAP agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, bodily injury, sickness, disease or death as a result of SNAP's use of County property.
  7. SNAP shall be solely responsible and at its own cost for obtaining all necessary and proper law enforcement officers to aid in traffic control, if necessary.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

FORT BEND COUNTY, TEXAS

By:

  
Robert E. Hebert, County Judge

Date: 9-7-2010

ATTEST



Dianne Wilson, County Clerk

SPAY-NEUTER ASSISTANCE PROGRAM, INC.

By:

  
Date: 8/19/2010

MER:lj:SNAP Release:2010