

STATE OF TEXAS

COUNTY OF FORT BEND

SITE USE AGREEMENT

This Amended Agreement is made and entered into between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioner’s Court (“County”) and The City of Clute (“Clute”) for the purpose of providing the Fort Bend County Fairgrounds as a vehicle storage area to Clute, it’s Contractors, Agents and Volunteers, during an emergency or disaster.

Pursuant to this Agreement, Fort Bend County, grants Clute the non-exclusive right to use the area of the Fort Bend County Fairgrounds commonly known as the “Barbeque Cook-off” area as designated on the attached Exhibit “A” as the parcel of land marked with the Letter “A” in the event that a Category 3 or greater storm strikes or threatens to strike the City of Clute. (Exhibit “A” is hereby incorporated by reference for all purposes.)

Both parties agree that during an emergency requiring the use of the above referenced property contained in or on the Fort Bend County Fairgrounds, the Director of the Fort Bend County Office of Emergency Management (“Director”), or his/her designee, retains the authority to resolve concurrent claims by multiple parties to the use of the property described above. This authority includes the authority to assign to one party the exclusive use of any portion of the property as the Director or his/her designee deems necessary.

Clute shall exercise reasonable care in the conduct of its activities in such facilities and further agrees to replace or reimburse for any supplies that may be used by Clute in the conduct of its relief activities in said disaster. Clute agrees to fully reimburse County for any and all damage to the facilities caused or occasioned by the use of said facilities by Clute, its Contractors, Agents and Volunteers under the terms of this Agreement.

Clute agrees to accept the facilities of the Fort Bend County Fairgrounds including the buildings thereon, in the condition in which they exist when the request for use is made, without any representations, statements, warranties, express or implied, in

respect to their condition, for the use of occupation that may be made of the facility by Clute, and in no event shall County be liable for any defects therein. Clute also agrees to indemnify and hold harmless, County, its Agents and Employees from any and all claims, damages, liabilities or expenses arising out of Clute's use of the facility including the buildings and any act of omission or negligence of Clute, its Agents, Invitees or Employees.

Either party may terminate this Agreement at any time by providing thirty (30) days written notice of the intent to terminate the Agreement to the other contracting party.

This Agreement will be effective beginning July 16, 2012 and ending on July 15, 2017.

FORT BEND COUNTY, TEXAS

By:

Robert E. Hebert
Robert E. Hebert, County Judge

Date:

4-3-2012

ATTEST:

Dianne Wilson
Dianne Wilson,
Fort Bend County Clerk

THE CITY OF CLUTE, TEXAS

By:

Date:

Mark S. Wheeler
3-13-2011



