

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SITE USE AGREEMENT

This 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 Rosenberg, a municipal corporation and home-rule city of the State of Texas (“City”) for the purpose of providing a secured area located within the Fort Bend County Fairgrounds to City, its contractors, agents and employees, as a temporary staging area during City’s implementation of roll-out cart service for residential solid waste and recycling customers throughout the city.

Pursuant to this Agreement, County grants City the right to use an area of the Fort Bend County Fairgrounds (“Site”), commonly known as the “Barbeque Lot Two (2)”, as designated on the Attached Exhibit “A” as the parcel of land marked with the Number 2, attached hereto and made a part hereof for all purposes. The term of this Agreement shall commence on July 6, 2012 and shall terminate on September 1, 2012. Either party may terminate this Agreement, with or without cause, by giving at least ten (10) days written notice to the other party.

City shall exercise reasonable care in the conduct of its activities at the Site and further agrees to replace or reimburse for any supplies that may be used by City, its contractors, agents or employees in the conduct of its implementation activities. City, at its sole cost and expense, shall take all reasonable measures to restore the grounds, surfacing materials, and other facilities of the County to the condition which existed prior to such activities.

City agrees to accept the Site as a temporary staging site at the Site in the condition in which it exists when the request for use is made, without any representations, statements, warranties, express or implied, in respect to their condition, for the use that may be made of the Site by City, and in no event shall County be liable for any defects therein. City also agrees to indemnify and hold harmless, the County, its agents, officers and employees, from any and all claims, damages, liabilities or expenses arising out of City’s use of the Site and any act or omission or negligence of City, its contractors, agents, invitees, or employees.

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

FORT BEND COUNTY, TEXAS

By: *Robert E. Hebert*
Robert E. Hebert, County Judge

Date: 6-26-2012

ATTEST: *Dianne Wilson*
Dianne Wilson
Fort Bend County Clerk

CITY OF ROSENBERG, TEXAS

By: *Jack S. Hamlett*
Jack S. Hamlett, City Manager

Date: 6/22/2012



