

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR  
USE OF FORT BEND COUNTY FAIRGROUNDS**

This Agreement (hereinafter referred to as "Agreement"), is made and entered into by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as "County"), a body corporate and politic, acting by and through its Commissioners Court, and the SAM HOUSTON AREA COUNCIL OF BOY SCOUTS, a Texas non-profit organization, (hereinafter referred to as "Boy Scouts,") existing under the laws of the State of Texas, acting by and through its Board of Directors.

**RECITALS**

WHEREAS, Boy Scouts seeks to use the Fort Bend County Fairgrounds (hereinafter referred to as "Fairgrounds"), to conduct its summer camp each year during the month of June, to provide activities that allow boys to try new things, provide service to others, build self-confidence, and reinforce ethical standards; and,

WHEREAS, Boy Scouts have requested a set rate for use of the Fairgrounds each year; and

WHEREAS, County and Boy Scouts find that it will be in the public interest and serve the general welfare of the community to enter into this Agreement;

NOW THEREFORE, County and Boy Scouts for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to provide Boy Scouts with rental of the Fairgrounds each year for one week during the month of June, to conduct its summer camp.

**ARTICLE II  
TERM**

- 2.01 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on September 30, 2014.
- 2.02 This agreement shall automatically renew every October 1 unless terminated by either party.
- 2.03 Either party may terminate this Agreement by providing thirty (30) calendar days prior written notice of termination on the other party.

ARTICLE III  
SCOPE OF SERVICES

- 3.01 County will rent the Fairgrounds to Boy Scouts each year for a set price of \$2000.00 during the month of June. For 2013, County shall rent the Fairgrounds to Boy Scouts for the period June 10-14. In subsequent years, Boy Scouts shall contact the County Fairgrounds Facility Coordinator to schedule the summer camp during the month of June. County makes no assurances to Boy Scouts as to the availability of the Fairgrounds until Boy Scouts schedules a summer camp with County.
- 3.02 Boy Scouts use of the Fairgrounds shall be during the hours of 7:00 am to 10:00 pm.
- 3.03 Boy Scouts shall make payment to County in the amount of \$2000.00 for rental of the Fairgrounds within 30 days of each summer camp.

ARTICLE IV  
INSURANCE

- 4.01 Boy Scouts shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 4.02 Boy Scouts shall furnish Certificates of Coverage to County evidencing compliance with the insurance requirements hereof prior to the commencement of any activity on County's property. Certificates shall indicate name of Boy Scouts, name of insurance company, policy number, term of coverage and limits of coverage. The coverage shall provide for the following types and minimum limits:
- A. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease, \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.
  - B. Commercial General Liability Insurance, including Blanket Contractual, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
    - \$2,000,000 general aggregate limit
    - \$1,000,000 each occurrence, combined single limit
    - \$1,000,000 aggregate Products, combined single limit
    - \$1,000,000 aggregate Personal Injury/Advertising Liability
  - C. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 4.03 All policies written on behalf of Boy Scouts shall contain a waiver of subrogation in favor of County and County Commissioners. Coverage is required to be written on an occurrence-made policy form. Boy Scouts shall provide proof of coverage each year at the time the Fairgrounds is reserved for the summer camp.

ARTICLE V  
DAMAGE TO COUNTY PROPERTY AND CLEAN-UP

- 5.01 Prior to the commencement of any program instruction, Boy Scouts shall be solely responsible for ensuring that Fairgrounds is in safe condition.
- 5.02 Boy Scouts shall be solely responsible for all damage to Fairgrounds caused by Boy Scouts, its agents, servants, employees, students, licensees, business guests, invitees or by program instruction.
- 5.03 Boy Scouts agrees to properly and diligently reimburse County for any repairs and replacements to Fairgrounds as are made necessary by the negligence or willful acts of Boy Scouts, its agents, servants, employees, students, licensees, business guests or invitees and at the termination or expiration of this Agreement. Boy Scouts agrees to surrender and deliver Fairgrounds to County in good order and condition, natural deterioration from ordinary wear and tear and damage occasioned the elements excepted. Boy Scouts agrees to reimburse County for all necessary, incidental repairs to the Fairgrounds and to maintain Fairgrounds in good condition. At the end of each summer camp, Boy Scouts shall promptly return Fairgrounds to County, ready for use by County, and shall remove from County's premises all of Boy Scout's equipment, material and like items, leaving County's premises and the vicinity clean, safe and ready for use.

ARTICLE VI  
INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, BOY SCOUTS HEREBY ASSUMES LIABILITY FOR, AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS, COUNTY AND COUNTY'S OFFICERS, DIRECTORS AND EMPLOYEES FROM AND AGAINST, ALL LIABILITIES, LOSSES, DAMAGES, PENALTIES, CLAIMS, ACTIONS, SUITS, COSTS, EXPENSES AND DISBURSEMENTS (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS FEES) RESULTING FROM ANY INJURIES TO OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY OCCURRING DURING THE TERM OF THIS AGREEMENT.

ARTICLE VII  
MISCELLANEOUS

- 7.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.02 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.03 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 7.04 This Agreement may not be assigned by either party.

ARTICLE VIII  
EXECUTION

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL  
FORCE AND EFFECT AS OF THE DATE OF THE LAST SIGNATURE.

FORT BEND COUNTY:

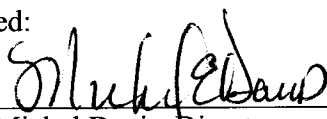
  
\_\_\_\_\_  
Robert E. Hebert, County Judge

6-4-2013  
Date

Attest:

  
\_\_\_\_\_  
Dianne Wilson, County Clerk

Approved:

  
\_\_\_\_\_  
By: Michel Davis, Director  
County Parks Department



5/28/2013  
Date

SAM HOUSTON AREA COUNCIL OF BOY SCOUTS:

  
\_\_\_\_\_  
Signature

5/20/13  
Date

Printed Name & Title: Senior District Executive Anthony Scharf

MER:Agreement.Boy Scouts/Fairgrounds(2013)