

THE STATE OF TEXAS

COUNTY OF FORT BEND

VIDEO RECORDING SYSTEM AGREEMENT

This Agreement (the "Agreement"), is made and entered into by and between Fort Bend County, Texas ("Licensee"), a body corporate and politic, acting by and through its Commissioners Court, and American Multi-Cinema, Inc., ("Licensor"), a corporation authorized to conduct business in the State of Texas.

RECITALS:

WHEREAS, Licensee and Licensor executed and accepted that certain Parking Area License Agreement dated June 27, 2010; and

WHEREAS, Licensee wishes to install a parking lot video recording system ("System") at the Licensed Area; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

ARTICLE I
RESPONSIBILITIES OF LICENSEE

- 1.1 Supply and install the System at the Licensed Area. The selection of the System will be at the sole discretion of the Licensee. Cameras will be installed on existing light poles at the Licensed Area. A switch and recording device will be installed at a location of Licensor's choosing at the Licensed Area.
- 1.2 Maintain and repair the System as necessary, at the sole discretion of Licensee.
- 1.3 Provide Licensor with access to view video recorded on the System at the Licensed Area.
- 1.4 Retain ownership of the System and any related equipment provided by Licensee.
- 1.5 Remove or abandon the System to Licensor upon termination of the Agreement, at the sole discretion of the Licensee.
- 1.6 Licensee does hereby unconditionally release and discharge AMC, its parent, subsidiary and affiliated companies and its/their successors and assigns, and its/their respective directors, officers, employees, agents and representatives (collectively the "Released Parties") from and against any and all claims, causes of action, damages, demands, liens, rights, losses, costs and expenses (including attorneys' fees and costs) or charges of any nature, whether known or unknown, including without limitation wrongful death and bodily injury, and injuries to

property (real or personal) ("Claims"), which arose or might arise out of the installation work, in the Licensed Area, both inside and outside.

- 1.7 Licensee will procure and maintain insurance acceptable to Licensors and will to the extent allowed by law indemnify, defend and hold harmless AMC and the above identified Released Parties against any and all losses, claims, liabilities, demands, causes of action, suits, proceedings, judgments, costs or damages (including, without limitation, reasonable attorneys' fees and costs) arising out of or in connection with (i) use of the Licensed Area by the Licensee pursuant to this Agreement, including claims by third-parties working in the Licensed Area and (ii) any claims by third parties arising from the failure to obtain any necessary consent, approvals, licenses and releases. If Licensee is self-insured, a letter to Licensee so stating may be used in place of providing the Certificate of Insurance.
- 1.8 Licensee understands that Licensors will not be responsible for monitoring the video captured by the System.

ARTICLE II

RESPONSIBILITIES OF LICENSOR

- 2.1 Provide a proper and secure location for the System, to be agreed upon by both parties.
- 2.2 Supply electrical power for the System at Licensors' sole expense.
- 2.3 Supply an internet connection suitable to provide Licensee remote access to the System, at Licensors' sole expense.
- 2.4 Provide Licensee access to the Licensed Area and other Licensors facilities as needed to install, maintain, repair, or remove equipment, within one business day of request.
- 2.5 Obtain written authorization from Licensors prior to releasing any video recorded by the System.

ARTICLE III

TERM

- 3.1 The term of this Agreement shall be for one (1) year from the date of execution of the last party hereto. The Agreement shall automatically renew for additional one (1) year terms under the same terms and conditions until terminated in accordance with Section 3.2.
- 3.2 The Agreement may be terminated by either party for any reason upon sixty (60) days prior written notice.

ARTICLE IV
CONTRACT ADMINISTRATION

- 5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

Licensor: Fort Bend County Public Transportation Department
12550 Emily Court, Suite 400
Sugar Land, Texas 77478

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street, Suite 719
Richmond, Texas 77469

Licensor: American Multi-Cinema, Inc.
Attn: Security Department
11500 Ash
Leawood, Kansas 66211

- 5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 5.1 and 5.2 and if the addressee has received the Notice. A Notice is deemed received as follows:
- 5.4 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- 5.5 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

ARTICLE VI
MISCELLANEOUS

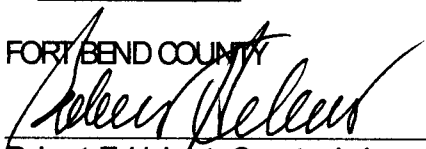
- 6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- 6.2 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend

County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive Licensee's sovereign immunity.

- 6.3 If a court finds or rules that any part of this Agreement is invalid or unlawful, the remainder of the Agreement continues to be binding on the parties.
- 6.4 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.
- 6.5 This Agreement cannot be assigned by either party.
- 6.6 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2013.

FORT BEND COUNTY


Robert E. Hebert, County Judge
June 25, 2013

AMERICAN MULTI-CINEMA, INC.


Authorized Agent - Signature

RYAN HARRISON
Authorized Agent - Printed Name

ATTEST:


Dianne Wilson, County Clerk

GENERAL MANAGER
Title

6/19/13
Date

