

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 various Fort Bend County property, hereinafter referred to as "County property," for various spay-neuter mobile clinics on various dates, and provided herein; 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 for the spay-neuter mobile clinics to be held on various dates; 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:

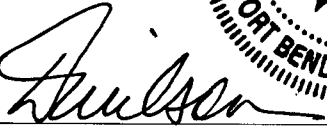
AGREEMENT

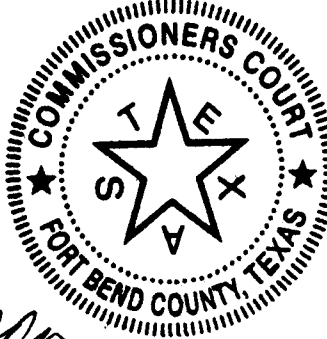
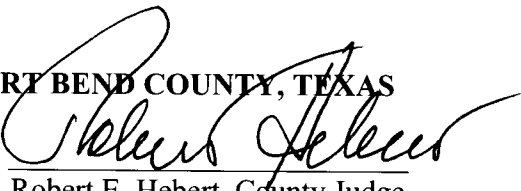
1. The purpose of this Agreement is to allow SNAP to use designated parking lots for a mobile spay-neuter clinic at the following County property on the following dates and locations:
 - A. November 19, 2013 - Mustang Community Center, 4521 FM 521, Fresno, Texas
 - B. December 17, 2013 - Rosenberg Annex, 4520 Reading Road, Rosenberg, Texas
 - C. March 18, 2014 - Rosenberg Annex, 4520 Reading Road, Rosenberg, Texas
 - D. April 15, 2014 - Mustang Community Center, 4521 FM 521, Fresno, Texas
 - E. June 17, 2014 - Rosenberg Annex, 4520 Reading Road, Rosenberg, Texas
 - F. August 19, 2014 - Mustang Community Center, 4521 FM 521, Fresno, Texas
 - G. September 16, 2014 - Rosenberg Annex, 4520 Reading Road, Rosenberg, Texas
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 SNAP'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.

ATTEST: 
Dianne Wilson, County Clerk

 By: 
Robert E. Hebert, County Judge
Date: 10-22-13

SPAY-NEUTER ASSISTANCE PROGRAM, INC.

By: 
Date: 10/9/2013

MER:lj:SNAP Release:2011-2012



SPAYN-1

OP ID: AB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Executive 1160 Dairy Ashford, Suite 220 Houston, TX 77079 Mike McLaughlin		Phone: 281-556-9999 Fax: 281-556-9609	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
			INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A: Philadelphia Insurance Company		
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
			INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK1033982	06/17/2013	06/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		PHPK1033982	06/17/2013	06/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PHUB424215	06/17/2013	06/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Property Section		PHPK1033982	06/17/2013	06/17/2014	TIV 549,300

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
FORTB-3	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Fort Bend County 4520 Reading Rd. Rosenberg, TX 77471	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.