

and liability of any kind, including all expenses of litigation, court costs, attorney's fees, bodily injury, sickness, disease or death, that might arise, at any time, directly or indirectly attributable to the Activities.

III.

3.1 Prior to commencement of the Activities, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time the Activities commence until the Activities are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of the Activities. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

3.1.1 Workers' Compensation insurance in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

3.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

3.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

3.1.4 Professional Liability Insurance for medical mal-practice with limits not less than \$1MM per occurrence and a \$3MM in the annual aggregate.

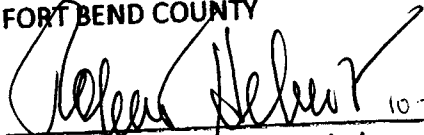
3.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

3.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that the Activities are completed.

IV.

The Rose and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with The Rose, hereby acknowledge and agree that they have read this Release and that they fully understand the Release and its consequences. The Rose expressly warrants to County that it is has the legal authority to execute this Release, and that it does so of its own free will and accord without reliance on any representations of any kind or character not expressly set forth herein.

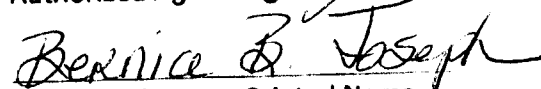
FORT BEND COUNTY


Robert E. Hebert, County Judge

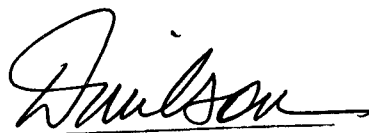
10-28-13

THE ROSE


Authorized Agent- Signature


Authorized Agent- Printed Name

ATTEST:


Dianne Wilson, County Clerk


Title

10/1/13
Date

I/MTR/Agreements/Releases 09182013 09252013

