

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SPECIAL EVENT AGREEMENT FOR
USE OF FORT BEND COUNTY FAIRGROUNDS
U.S. NAVY SEAL DANNY DIETZ
MEMORIAL ROPING & BAR-B-Q COMPETITION EVENT**

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 **DANNY QUINLAN**, Executive Director of the U.S. Navy SEAL Danny Dietz Memorial Roping & Bar-B-Q Competition Event (hereinafter referred to as "DDMRB").

RECITALS

WHEREAS, DDMRB has requested use of the Fort Bend County Fairgrounds (hereinafter referred to as "Fairgrounds") each year to host an event honoring Danny Dietz, a Navy SEAL that was killed on June 28th, 2005 during Operation RedWings; and

WHEREAS, DDMRB has and will donate all proceeds from the event to the Navy Seal Foundation which provides support to the Naval Special Warfare community, their families, and the families of the fallen; and

WHEREAS, County and DDMRB 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 DDMRB for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to provide DDMRB with use of the Fairgrounds each year for the annual U.S. Navy SEAL Danny Dietz Memorial Roping & Bar-B-Q Competition Event, a fundraiser for the Navy Seal Foundation to be held each Memorial Day weekend during the term of this Agreement.

**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, except as provided in Article III, section 3.04.
- 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 DDMRB may use the Fairgrounds Buildings (Building B, Building C Building D, Club Room, Rodeo Arena, George Barn, Barn H, Pavilion, Concessions, Refreshment Center, Midway, Grounds, BBQ Lots, Ticket Building and Security Building) to host the U.S. Navy SEAL Danny Dietz Memorial Roping & Bar-B-Q Competition Event each Memorial Day weekend during the term of the Agreement; provided that there is no County event scheduled during that time.
- 3.02 DDMRB may use the Fairgrounds Thursday through Sunday, during the hours of 7:00 am to 2:00 am.
- 3.03 DDMRB may use (or permit use of) the Fairgrounds for these purposes: presentations and awards; professional and amateur team roping; Goat Roping; BBQ Cook-Off; Mutton Busting; silent and live auctions; car shows; entertainment events and other family activities, as approved in advance by the Fairgrounds Manager.
- 3.04 DDMRB will not be required to pay a deposit or any rental fee provided that all proceeds from the event are donated to the Navy Seal Foundation. DDMRB will provide written documentation that all proceeds were donated to the Fairgrounds Manager, no later than 90 days after the event.
- 3.05 If DDMRB fails to donate all of the proceeds or fails to provide proof of same:
 - A. The automatic renewal of this Agreement will be terminated; and
 - B. County will invoice DDMRB for what the usual rental fee would have been for the use of the Fairgrounds, which shall be paid within 30 days.

ARTICLE IV
INSURANCE

- 4.01 DDMRB shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- 4.02 DDMRB 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 DDMRB, 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 DDMRB 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. DDMRB shall provide proof of coverage no later than April 1 of each year.

ARTICLE V
DAMAGE TO COUNTY PROPERTY AND CLEAN-UP

- 5.01 Prior to the commencement of any event activities, DDMRB shall be solely responsible for ensuring that Fairgrounds is in safe condition.
- 5.02 DDMRB shall be solely responsible for all damage to Fairgrounds caused by DDMRB, its agents, servants, employees, students, licensees, business guests, invitees or by event activities.
- 5.03 DDMRB agrees to properly and diligently reimburse County for any repairs and replacements to Fairgrounds as are made necessary by the negligent or willful acts of DDMRB, its agents, servants, employees, students, licensees, business guests or invitees and at the termination or expiration of this Agreement. DDMRB 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. DDMRB agrees to reimburse County for all necessary, incidental repairs to the Fairgrounds and to maintain Fairgrounds in good condition. At the end of each event DDMRB shall promptly return Fairgrounds to County, ready for use by County, and shall remove from County's premises all of DDMRB's equipment, material and like items, leaving County's premises and the vicinity clean, safe and ready for use.

ARTICLE VI
INDEMNIFICATION

DDMRB 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.

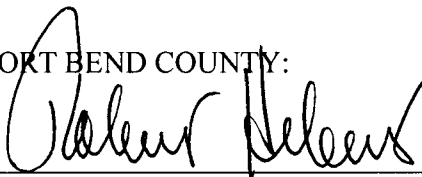
7.03 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

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

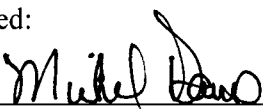
May 13, 2014
Date

Attest:



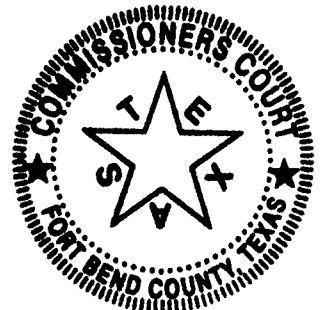
Dianne Wilson, County Clerk

Approved:

By: 

Michel Davis, Director
County Parks Department

5/1/14
Date



DDMRB:



Danny Quinlan, Executive Director

5/1/14
Date

MTR:Fairgrounds/DDMRB 04.14.14 04.28.2014