

THE STATE OF TEXAS           §  
                                           §  
 COUNTY OF FORT BEND       §

**SPECIAL EVENT AGREEMENT FOR  
 USE OF FORT BEND COUNTY FAIRGROUNDS  
 BETWEEN THE CITY OF ROSENBERG AND  
 FORT BEND COUNTY**

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 **CITY OF ROSENBERG** (hereinafter referred to as "City"), a Texas municipality.

**RECITALS**

WHEREAS, CITY's Fire Department provides fire, rescue, and first responder services for about 80 square miles of territory in Fort Bend County; and

WHEREAS, CITY's Fire Department will be celebrating its 100th anniversary as a fire department this year; and

WHEREAS, COUNTY and CITY find that it will be in the public interest and serve the general welfare of the community to enter into this Agreement to allow the CITY to use the certain areas of the Fort Bend County Fairgrounds to hold a celebration in honor of the Fire Department.

NOW THEREFORE, COUNTY and CITY for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to provide CITY with use of certain areas at the Fort Bend County Fairgrounds on September 13, 2014 to host the Rosenberg Fire Department's Centennial Event.

**ARTICLE II  
SCOPE OF SERVICES**

- A. CITY may use the Fairgrounds Midway and Refreshment Center areas at the Fort Bend County Fairgrounds (hereinafter "Fairgrounds") to host the Rosenberg Fire Department's Centennial Event from 6:00am to 6:00pm, on September 13, 2014.
- B. CITY may use (or permit use of) the designated areas for these purposes: opening ceremonies; activities for children; live demonstrations; equipment displays and the sale and/or consumption of food and beverages. CITY may also add additional entertainment events and family activities, as approved in advance by the Fairgrounds Manager.

- C. Any permits required by any governmental body or agency needed to operate any aspect of this event are the sole responsibility of the CITY to obtain.
- D. CITY will not be required to pay a deposit or any rental fee for their use of the designated areas, provided that no admission fee is charged to the event attendees.

### ARTICLE III INSURANCE

- A. CITY shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- B. CITY 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 CITY, name of insurance company, policy number, term of coverage and limits of coverage. The coverage shall provide for the following types and minimum limits:
  - 1. 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.
  - 2. 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.
- D. All policies written on behalf of CITY 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.

### ARTICLE IV DAMAGE TO COUNTY PROPERTY AND CLEAN-UP

- A. Prior to the commencement of any event activities, CITY shall be solely responsible for ensuring that Fairgrounds is in safe condition.
- B. CITY shall be solely responsible for all damage to Fairgrounds caused by CITY, its agents, servants, employees, students, licensees, business guests, invitees or by event activities.
- C. CITY 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 CITY, its agents, servants, employees, students, licensees, business guests or invitees and at the termination or expiration of this Agreement. CITY 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. CITY agrees to reimburse COUNTY for all necessary, incidental repairs to the Fairgrounds and to maintain

Fairgrounds in good condition. At the end of the Event CITY shall promptly return Fairgrounds to COUNTY, ready for use by COUNTY, and shall remove from COUNTY's premises all of CITY'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, CITY 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

- A. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- B. 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.
- C. 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.
- D. This Agreement may not be assigned by either party.

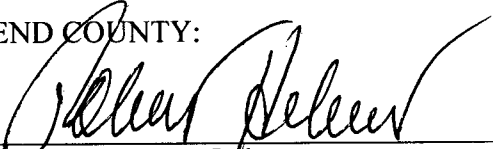
*Remainder left blank*

*Execution page follows*

ARTICLE VIII  
EXECUTION

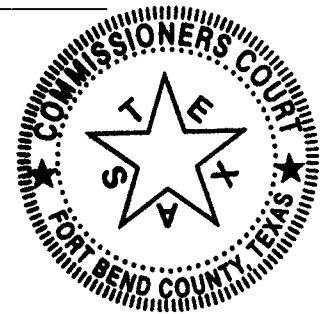
EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL  
FORCE AND EFFECT AS OF THE DATE OF THE LAST SIGNATURE.


FORT BEND COUNTY:

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

9-9-14  
Date


Attest:   
\_\_\_\_\_  
Dianne Wilson, County Clerk



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

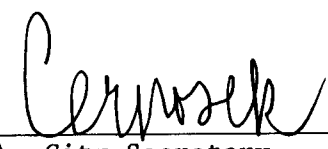
9/9/2014  
Date

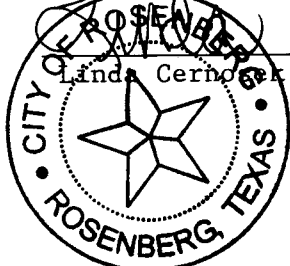
CITY:

  
\_\_\_\_\_  
Signature

September 2, 2014  
Date

Robert Gracia, City Manager  
Name and Title

Attest:   
\_\_\_\_\_  
Linda Cernosek, City Secretary



MTR:Fairgrounds/CITY 04.14.14 04.28.2014 08.19.2014