

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SPECIAL EVENT AGREEMENT FOR
USE OF FORT BEND COUNTY FAIRGROUNDS
BETWEEN MOTORCYCLE TRAINING CENTER, INC. 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 **MOTORCYCLE TRAINING CENTER, INC.** (hereinafter referred to as "Center"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, CENTER provides basic and experienced motorcycle rider courses; and

WHEREAS, COUNTY agrees to permit Center to use County property as a site for motorcycle training; and

WHEREAS, COUNTY finds that such use will be in the public interest and serve the general welfare of the community by promoting driver safety in Fort Bend County.

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

ARTICLE I
SCOPE OF SERVICES

- A. Subject to availability, CENTER may use the Fairgrounds Midway and Security Building at the Fort Bend County Fairgrounds (hereinafter "Fairgrounds") to conduct basic and experienced motorcycle rider courses on dates and times to be determined in advance by the Fairgrounds Manager.
- B. All motorcycle training courses must be approved in advance by the Texas Department of Public Safety, or equivalent regulating agency.
- C. Any permits required by any governmental body or agency needed to operate any aspect of this event are the sole responsibility of the CENTER to obtain.
- D. CENTER shall pay COUNTY \$125.00 per training day for use of the Fairgrounds, to be paid before the next scheduled training or within 30 calendar days of the event, whichever is sooner.
- E. CENTER will not be required to pay a deposit for use of the Fairgrounds; however CENTER shall reimburse COUNTY for any damages that occur as a result of CENTER's use.
- F. COUNTY will invoice CENTER for replacement/repair costs and CENTER shall remit payment for same no later than 30 days after receipt of invoice.

ARTICLE II INSURANCE

- A. CENTER shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.
- B. CENTER 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 CENTER, 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 CENTER 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 III DAMAGE TO COUNTY PROPERTY AND CLEAN-UP

- A. Prior to the commencement of any event activities, CENTER shall be solely responsible for ensuring that the Fairgrounds are in safe condition.
- B. CENTER shall be solely responsible for all damage to Fairgrounds caused by CENTER, its agents, servants, employees, students, licensees, business guests, invitees or by event activities.
- C. CENTER 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. At the end of the Event CENTER shall promptly return Fairgrounds to COUNTY, ready for use by COUNTY, and shall remove from COUNTY's premises all of CENTER's equipment, material and like items, leaving COUNTY's premises and the vicinity clean, safe and ready for use.

ARTICLE IV
INDEMNIFICATION

CENTER 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 V
MISCELLANEOUS

- A. This Agreement is effective upon signature of County and shall terminate on September 30, 2015; or upon thirty (30) days written notice from either party. Thereafter it shall automatically renew for additional one year periods, at the same rate per day and under the same terms, unless County sends notice of a rate change.
- B. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- C. 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.
- D. This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hercof, 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.
- E. This Agreement may not be assigned by either party.

Remainder left blank

Execution page follows

ARTICLE VII
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
Robert E. Hebert, County Judge

11-18-14
Date

Attest:

Dianne Wilson
Dianne Wilson, County Clerk



Approved:

By: *Michel Davis*
Michel Davis, Director
County Parks Department

11/13/14
Date

CENTER:

Chris Litten
Signature

11-10-14
Date

CHRIS LITTEN V.P. MOTORCYCLE TRAINING
Name and Title CENTER INC.

Attest:
