

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

**FULL RELEASE, INDEMNIFICATION,
AND REQUIREMENT FOR LIABILITY INSURANCE**

This Full Release, Indemnification, and Requirement for Liability Insurance, (hereinafter referred to as "Release"), is made and entered into by and between Fort Bend County, Texas, (hereinafter referred to as "County"), a body corporate and politic by and through its governing body, the Fort Bend County Commissioners Court, and FocusPoint Studio, a company authorized to conduct business in the State of Texas ("Producer").

WHEREAS, the County desires to permit Producer non-exclusive use to enter, remain upon and leave the premises known as the of the George Memorial Library located at 1001 Golfview Drive Richmond, Texas 77469 ("Property") on June 3, 2015, from 7:00 a.m. to 5:00 p.m. and June 6, 2015, from 7:00 a.m. to 5:00 p.m. for a public purpose, namely to allow for the use of the Property as a location for the filming and recording of a motion picture ("Activities");

WHEREAS County further grants to Producer the right to make use of any and all photographs (motion picture scenes, stills, videotape or otherwise) and audio recordings (collectively, "Photographs") of, on, in and about the Property, together with all scenery, equipment, buildings, or other property thereon;

WHEREAS, Producer desires to fully release the County of any and all claims, past, present or future, deriving or resulting from the Activities; and

WHEREAS, Producer agrees to use reasonable care to prevent damage to the Property during photography, and, unless County advises otherwise, will leave the Property in substantially the same condition as when entered by Producer; and, remove all of its sets, structures and other material and equipment from the Property; and

WHEREAS, Producer desires to fully indemnify the County from any and all claims, past, present or future, deriving or resulting from the Activities.

NOW THEREFORE, in consideration of the recitals set forth above, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1.

The Producer and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with Producer, hereby agree to fully release, acquit, and forever discharge the County, its officials, officers, employees, agents and servants, and all persons in privity with the County, from any and all past, present or future claims or causes of action of any kind

whatsoever, at common law, statutory or otherwise, that might arise, at any time, directly or indirectly attributable to the Activities.

II.

Producer and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with Producer, hereby agree to fully indemnify, defend, and hold harmless the County and its officials, officers, employees, agents and servants, and all persons in privity with the County, from and against any and all claims, losses, damages, 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, 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.

3.2 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.

Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

V.

5.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

5.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Contractor: FocusPoint Studios (Attn: Jaime Fletcher)
1123 Witte Dr.
Houston, Tx 77055

5.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 6.1 and 6.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

5.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

5.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

VI.

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

VII.

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

VIII.

Producer and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with Producer hereby acknowledge and agree that they have read this Release and that they fully understand the Release and its consequences. Producer 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.

IX.

This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except by a writing signed by each party.

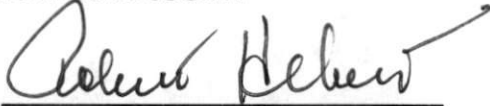
X.

ANY MODIFICATION(S) OR CHANGE(S) TO THIS AGREEMENT, WHETHER IN THE FORM OF INTERLINEATION(S) OR AN ADDENDUM, ATTACHMENT, EXHIBIT OR THE LIKE, IS INVALID, NOT BINDING AND OF NO FORCE OR EFFECT UNLESS AND UNTIL (I) SUCH MODIFICATION(S) OR CHANGE(S) IS INITIALED BY, AND (II) THIS AGREEMENT IS SIGNED BY, AN AUTHORIZED PRODUCTION EXECUTIVE.

Execution Page Follows

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 1st day of June, 2015.

FORT BEND COUNTY



Robert E. Hebert, County Judge

FocusPoint Studios



Jaime Fletcher, CEO

June 1, 2015

Date

ATTEST:



Laura Richard, County Clerk



I/HNA/Agreements/Releases 05.29.15