

THE STATE OF TEXAS                    §  
  §  
COUNTY OF FORT BEND                §

REVOCABLE LICENSE AGREEMENT BETWEEN  
FRESNO GATORS AND FORT BEND COUNTY  
FOR USE OF MUSTANG PARK

THIS LICENSE AGREEMENT is made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County," and **FRESNO GATORS, YOUTH SPORTS LEAGUE**, hereinafter referred to as "Organization."

I.  
RECITALS

WHEREAS, On May 28, 2013, Fort Bend County adopted Chapter 320 of the Local Government Code for the purpose of acquiring, improving, equipping, maintaining, financing, and operating one or more public parks;

WHEREAS, Fort Bend County Commissioners Court elects to exercise and perform the powers authorized by Chapter 320 which includes executing a contract pertaining to a park under its control, namely **Mustang Park** hereinafter referred to as "the Park Property."

WHEREAS, Organization desires to assist Fort Bend County ("County") in providing recreational opportunities at the Park Property for the citizens of the County, to promote youth sports and develop within the citizens of the County the spirit of good sportsmanship and cooperation, as well as provide a means to actively and recreationally occupy the time and leisure of said citizens;

WHEREAS, Organization has requested permission to use and to make improvements to a certain portion of the Park Property, for the purposes described above, to be used by persons residing in the County;

WHEREAS, Organization is a non-profit organization and has provided County with a copy of their tax-exempt determination letter issued by the Internal Revenue Service;

WHEREAS, the County is willing to allow Organization to use and to make improvements to a certain portion of the Park Property for the purposes set forth above;

WHEREAS, Organization is willing to supervise and manage the **2 (two)** athletic fields and appurtenances thereto;

WHEREAS, County finds that this License serves a public purpose.

NOW THEREFORE, in consideration of the mutual covenants, licenses and benefits

to both parties, it is agreed as follows:

II.  
TERMS

A. PARK PROPERTY USE

1. Subject to the provisions of this license, the County hereby licenses to the Organization a revocable right to use, make improvements to and maintain the following described portion of **Mustang**, located in Fort Bend County, Texas, to-wit:

Those certain athletic fields located on a tract of land being a part of Fort Bend County **Mustang**, said area being identified with hatch lines as "**Fresno Gators**" on the map or diagram marked Exhibit "A," attached hereto and incorporated herein by reference as if copied herein verbatim, hereinafter called "Park Property ."

2. The license granted herein permits Organization to use, schedule use of, maintain and improve the above described Park Property for the purposes of providing sporting activities and athletic fields for the residents of Fort Bend County and surrounding areas.
3. This license does not convey any interest in Park Property to Organization. The license is merely a license to use the Park Property according to the terms hereof.
4. Alcohol shall not be allowed at any event held by Organization at the Park Property.
5. Organization shall not charge a fee to any person for parking or for admission to activities at the Park Property.

B. TERM

The term of this license shall begin upon execution by County and terminate on **September 1, 2018** unless terminated sooner pursuant to the terms hereof.

C. NAME

The athletic fields are to be known as "**Mustang Park.**"

D. MAINTENANCE

1. As consideration for the use of the athletic fields, Organization shall provide park monitor services at the Park Property at the sole expense of Organization. Such maintenance shall include, but not be limited to: trash pickup and removal on the parking lots and the athletics fields, bathroom cleaning and closing.
2. Organization will keep the athletic fields and that portion of the Park Property lying and being within twenty-five yards of the athletic fields in a neat, clean and respectable condition.

3. Organization shall also keep and maintain in good repair, to the satisfaction of County, the Park Property and all improvements upon the Park Property including but not limited to all seating, bleachers; concession stands; fences; athletic fields; press boxes; scoreboards; backstops; storage buildings and all other fixtures and improvements for the athletic fields in a safe, attractive and good state of repair and cleanliness.
4. Organization shall provide all supplies, materials and equipment necessary to perform the maintenance requirements described herein at the sole expense of the Organization.
5. County may perform periodic unannounced and/or noticed inspections of the athletic fields and appurtenances thereto to determine the condition thereof. If County determines that the Organization is not complying with the provisions of this subparagraph, the County may terminate this license upon ten (10) days advance written notice to Organization.

E. CONCESSION SALES AND INCOME

1. Organization may sell "concession items" such as food, beverages, activity "programs" and sponsored banner flags and scoreboards without need for prior approval from County.
2. Organization will obtain at its sole expense any and all necessary and/or required permissions and/or permits needed for the sale and preparation of concession food and beverage items.
3. Organization must have prior written approval from County regarding any other uses of the property for production of income not named herein.
4. Alcohol shall not be sold or consumed at the Park Property.

F. IMPROVEMENTS

1. This License permits Organization to make improvements to the Park Property which will enhance the use of the grounds for sporting purposes. **However, no improvements shall be allowed unless approved in advance, in writing, by County.**
2. No work for improvements shall commence before County has approved construction plans which must be submitted to County no later than 60 days prior to beginning construction. Construction shall be in accordance with the plans presented.
3. Organization shall timely satisfy and discharge all debt for all material and labor for improvements made upon the Park Property. In the event that a lien for unpaid labor and/or materials is threatened or filed against the Park Property, Organization shall promptly cause the lien to be released and/or the threat be removed. The filing of a lien against the Park Property for unpaid material and/or labor brought to or performed upon the Park Property by or for the benefit of Organization constitutes an injury to the County and is cause for immediate termination of this license.

4. Any fixtures, improvements, alterations and additions thereto, made and/or installed in or upon the athletic fields by Organization, including, but not limited to the playing areas, the appurtenances thereto, team quarters (including lockers and showers), public restrooms, electronic scoreboards, sidewalks, shrubberies, stands, floodlighting facilities, and any or all other fixtures and improvements (similar or dissimilar) immediately become the property of the County when installed and/or constructed upon the athletic fields. Except as otherwise provided herein, all property that may be moved without damage to the Park Property, as determined solely by County, does not become the property of the County, but remains the property of the Organization. Upon termination of this license, any movable property not removed by Organization before the date of termination becomes the property of the County.

#### G. UTILITIES

1. Beginning September 1, 2015, the Organization shall pay 50% of the cost of the electricity bill for the Park Property. County shall invoice Organization on a quarterly basis, with payment due no later than 30 days of receipt of invoice by Organization.

#### H. LIABILITY AND INSURANCE

1. Organization shall furnish County with insurance certificates(s) and a copy of each policy that is in effect as of the effective date of this Agreement for verification and approval by the County Risk Management Department. Association shall provide County subsequent insurance certificates throughout the term of the Agreement upon request. Association shall carry General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverages shall be written on per occurrence forms. Policies shall name the County, its elected and appointed officials, agents, and employees as additional insureds. The liability policy shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
2. In the event that insurance certificate names a party other than Organization, written documentation must be provided from the policy holder stating that Organization is covered under the policy.
3. THE ORGANIZATION EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, CLAIMS, DEMANDS, LAWSUITS, LIABILITY, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, INVESTIGATIVE COSTS, AND OTHER COSTS OF LITIGATION, IN ANY MANNER ARISING OUT OF THE ACTS OR OMISSIONS OF THE ORGANIZATION AND THE ORGANIZATION'S EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS, IN THEIR USE OF THE PARK PROPERTY

, IRRESPECTIVE OF WHETHER THE COUNTY WAS CONCURRENTLY NEGLIGENT.

4. Organization shall ensure that a "FORT BEND COUNTY ATHLETIC FACILITY RELEASE OF LIABILITY FOR PARTICIPANT" is executed on behalf of each Organization participant prior to participation, attached as Exhibit B to this Agreement. Copies of the Release of Liability will be made available to County upon request.
5. County makes no representation, warranty, or guarantee with respect to the condition of the Park Property, the presence or absence of pits or depressions in the surface of the athletic fields, the type or condition of the soil or other material within the soil, and the presence of pipes or other objects in the soil. ORGANIZATION ACCEPTS THE PARK PROPERTY AND ALL APPURTENANCES AND IMPROVEMENTS THERETO "AS IS, WHERE IS AND WITH ALL FAULTS.

I. CONDUCT/SECURITY

1. The Organization shall exercise proper supervision and control of all activities of the Organization on the Park Property. In exercising the rights and performing the obligations required of it under the terms of this license, the Organization shall comply, and shall require all persons using the Park Property to comply, with all applicable federal, state, county and city laws, ordinances, rules and regulations, including the Park Rules that may be adopted from time to time by the Commissioners Court. Said Park Rules are incorporated herein by reference as if copied herein verbatim. Additionally, the Organization shall at all times maintain and enforce good order and fair sportsmanship upon the Park Property, and shall not permit any conduct, behavior or practice in violation of any federal, state, or municipal laws, rules, regulations or ordinances or of a sort likely to bring discredit or humiliation upon anyone, including Fort Bend County and its governing body.
2. The Organization shall permit all persons residing in Fort Bend County, Texas to participate in the activities of the Organization upon the Park Property. The Organization shall not discriminate against any person or persons because of race, color, religion, sex or national origin.
3. The Organization may and is encouraged to create and distribute to users of the Park Property a written guideline or code of conduct. The guideline or code of conduct may not conflict with any federal, state, county and/or city ordinance, rule and regulation. However, the Organization may require conduct of a higher standard or degree of character than is required under all rules and laws so long as the prescribed conduct does not discriminate against any person on the basis of their race, color, religion, sex or national origin. Organization shall provide to the County any such guideline or code of conduct.
4. The Organization shall provide all necessary security personnel for the events it sponsors or conducts on the Park Property.
5. The Organization acknowledges and agrees that is neither the responsibility nor the right of persons other than those representing Fort Bend County Parks and

Recreation Department to enforce park rules and regulations. Organization shall contact Fort Bend County Parks & Recreation if any Organization participant witnesses a violation of Park Rules or actions inconsistent with expectations of a public setting. For emergency situations, Organization shall call the Fort Bend County Sheriff's Office for assistance.

J. TIMES /CALENDAR

1. County may establish the day-to-day times when the Organization may use the Park Property for its activities. The County may post signs at or near the entrance to the Park Property stating the times when the Park Property is open to the public and the Organization.
2. The Organization may use the Park Property at all times during the calendar year, except when the Park Property is scheduled for other events by the County.
3. Notwithstanding the foregoing, the County may alter or change the dates and times that the Organization may use the Park Property. The County may, with or without notice to the Organization, prohibit entry into and use of the Park Property whenever it is necessary, as determined by County. Unless an act of God, war or other public calamity requires closure of the Park Property, the County may give notice to the Organization, in the manner described herein of any change in the Park's calendar.
4. The Organization shall be required to provide a written schedule of games and practices for each athletic season. The Organization shall be responsible for scheduling use of the Park Property by other youth organizations. The Organization shall not deny the use of the Park Property to any youth organization that does not interfere with the normal Organization playing season.

K. NOTICE AND TERMINATION

1. This license may be terminated by either party, with or without cause, by giving written notice to the other party at least thirty (30) days prior to the date of termination.
2. Notice to County shall be given by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to Fort Bend County, County Judge, 401 Jackson St., Richmond, Texas 77469, with copy to Fort Bend County, Parks Director 9555A Highway 6 Missouri City, TX 77459.
3. Notice to Organization shall be given by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to  
Fresno Gators Youth Football League:  
4107 Teal Valley Court  
Fresno, Texas 77545

AND

Anthony Joubert President

4107 Teal Valley Court

Fresno, Texas 77545

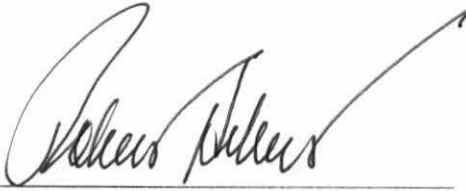
4. Notice is considered given and completed upon deposit of the notice in the U.S. Mail.
5. Each party may change its respective address and specify as its address any other address in the State of Texas by giving at least fifteen (15) days written notice of such change to the other party.

L. MISCELLANEOUS

1. Paragraph captions herein are merely descriptive and do not add to or detract from the content of this license.
2. Any oral representations or modifications concerning this license are of no force or effect; and this license may be modified or changed only by the Commissioners Court.
3. Organization shall provide the County at all times with the current names, addresses and phone numbers of the President, chief acting officer, vice-president and each board member of Organization.
4. This license shall be governed under Texas law, and it shall be performed entirely in Fort Bend County, Texas.
5. The person signing this license on Organization's behalf hereby represents that he or she is authorized by the Organization's Board of Directors to execute this license on Organization's behalf.
6. No statement contained in this license shall be construed so as to find the Organization or any of its participants, to be an employee, or agent of the County, and the Organization and its participants shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein nor shall the Organization or its participants hold itself out as an employee or agent of the County.
7. In the event of one or more of the provisions contained in this license shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this license shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. The waiver by either party of a breach of any provision of this license shall not operate as or be construed as a waiver of any subsequent breach.
9. Any amendments to this license shall be of no effect unless in writing and signed by both parties hereto.
10. Organization shall not assign this license, or any interest arising herein, without the prior written consent of County.

IN WITNESS WHEREOF, the parties hereto have signed to be effective on the 30 day of October, 2014.

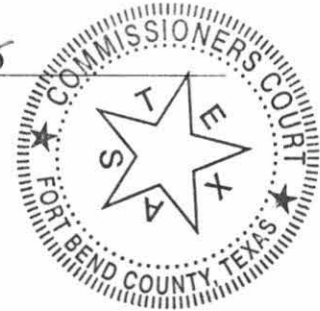
**FORT BEND COUNTY, TEXAS**

By:   
Robert E. Hebert, County Judge

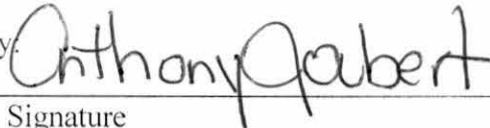
ATTEST:

Date: 10-6-2015

  
LAURA RICHARD, County Clerk



**Fresno Gators Youth Sports League**

By:   
Signature  
Anthony Joubert Pers  
Printed Name and Title

Date: \_\_\_\_\_

Exhibit A: Map  
Exhibit B: Participant Release Form

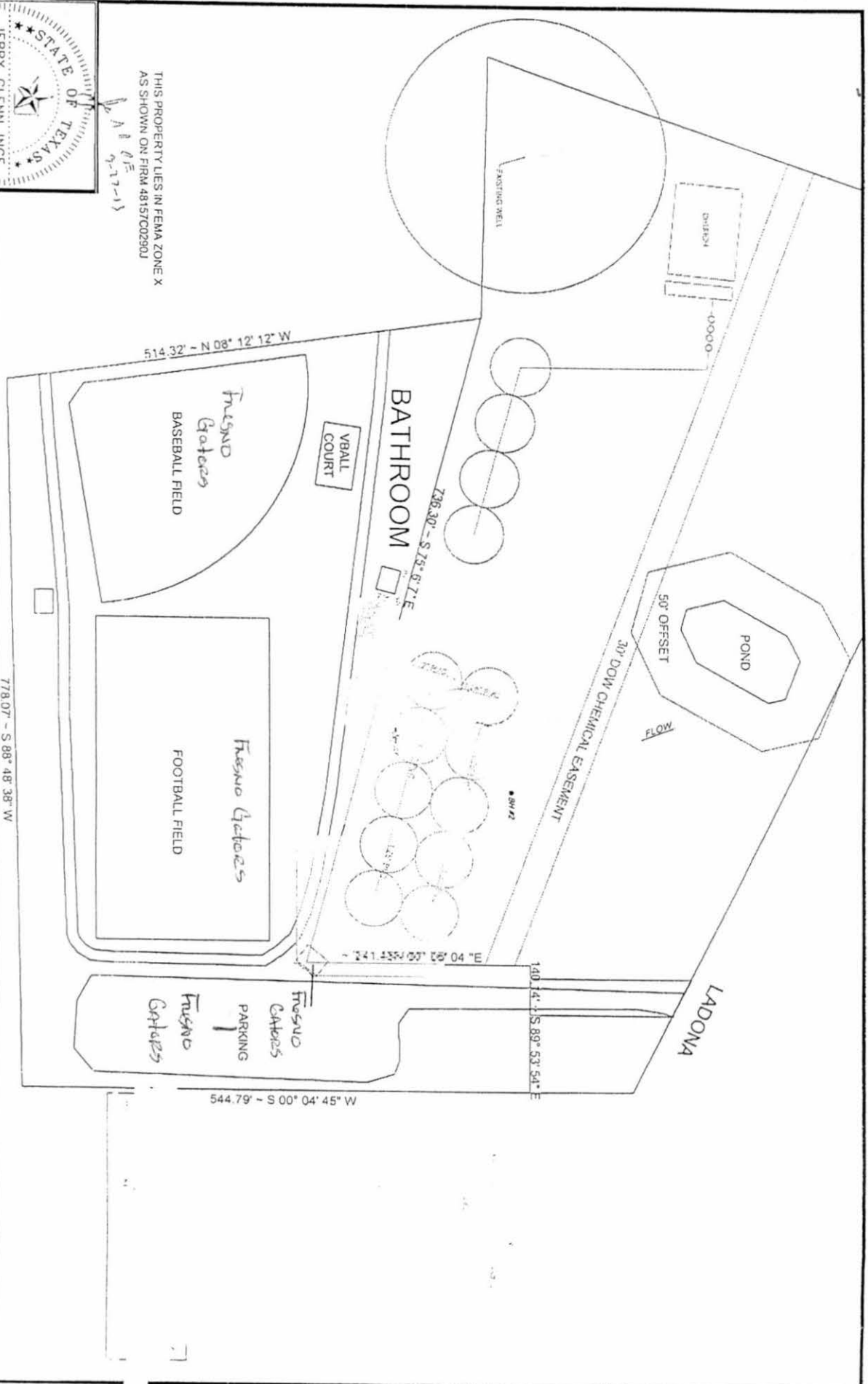
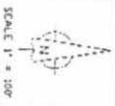
I/MTR/parks/09.16.14

Exhibit A MAP  
(ATTACH COPY OF MAP)

AS PER ORIGINAL



THIS PROPERTY LIES IN FEMA ZONE X  
AS SHOWN ON FIRM 4815700290J  
JAG  
9-17-13



MUSTANG COMMUNITY CENTER  
4521 FM 521  
FRESNO, TX 77545  
FORT BEND COUNTY, TEXAS

SITE PLAN
File Name: MUSTANG
Scale: 1" = 100'
Sheet Number: 1 of 2

# Exhibit B

## Participant Release Form

**FORT BEND COUNTY ATHLETIC FACILITY**  
**RELEASE OF LIABILITY FOR PARTICIPANT**

In consideration for my use of a Fort Bend County Park Facility, I hereby release and discharge Fort Bend County, their insurance carriers, their legal representatives, their present and former affiliates, their present and former officials, directors, officers, employees, agents, and representatives, and the respective heirs, administrators, executors, successors, and assigns of any of the foregoing (collectively, the "FBC Parties") from any and all claims, causes of action, suits, or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, relating to or arising out of any negligent, willful misconduct, and/or intentional or unintentional acts on the part of myself or FBC in connection with the use of the facilities.

I further agree, on behalf of myself and on behalf of any and all my employees, agents, representatives, heirs, administrators, executors, successors, and assigns to **DEFEND, INDEMNIFY and HOLD HARMLESS FBC and the FBC Parties** from and against all claims, demands, or causes of action of any kind, including but not limited to personal injury, death or property damage, including, without limitation, all costs, expenses and legal fees incurred in defending the same, made by or through the undersigned, or on his/her behalf relating to or arising out of any negligent, willful misconduct and/or intentional or unintentional acts on the part of the undersigned or FBC in connection with the use of the facilities.

In the event that the below named participant is a minor, I certify that I am the parent or legal guardian of the participant and have agreed to the terms described herein on behalf of my minor child.

I understand that a photocopy of this authorization is as valid as the original.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, I SIGN IT OF MY OWN FREE WILL AND I AGREE TO ITS TERMS.**

NAME OF PARTICIPANT:

Fresno Gators

DATE OF BIRTH: \_\_\_\_\_

ADDRESS:

4107 Teal Valley Ct

Fresno TX

DATE: 9-9-2015

SIGNATURE:

Anthony Fabert

PARTICIPANT/PARENT/GUARDIAN

Circle one

Exhibit B

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 09 2005

AMERICAN YOUTH FOOTBALL INC  
C/O NOAH J STERN  
255 E 5TH STREET, STE 1900  
CINCINNATI, OH 45202

Employer Identification Number:

DLN:  
17053194006005  
Contact Person:  
ERIC J BERTELSEN ID# 31323  
Contact Telephone Number:  
(877) 829-5500

Addendum Applies:  
No

Dear Applicant:

We have considered your application for a group exemption letter recognizing your subordinates as exempt from federal income tax under section 501(a) of the Internal Revenue Code as organizations of the type described in section 501(c)(3).

Our records show that you were recognized as exempt from federal income tax under section 501(c)(3) of the Code. Your exemption letter remains in effect.

Based on information you supplied, we recognize your subordinates whose names appear on the list you submitted as exempt from federal income tax under section 501(c)(3) of the Code.

Additionally, we have classified the organizations that you operate, supervise, or control, and that are covered by your notification to us, as organizations that are not private foundations because they are organizations of the type described in section 509(a)(2) of the Code.

Donors may deduct contributions to your subordinates as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your subordinates or for their use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

Your subordinates whose gross receipts each year are normally more than \$25,000 are each required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of their annual accounting period. If you prefer, you may file a group return for those subordinates that authorize you in writing to include them in that return. If you are required to file Form 990 for your own activities, you must file a separate return and may not be included on any group return that you file for your subordinates. The law imposes a penalty of \$20 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty imposed cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable

Letter 2419 (DO/CG)

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cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so your subordinates should make sure their returns are complete before filing them. Please advise your subordinates that, if they receive a Form 990 package in the mail, they should file the return even if their gross receipts do not exceed the \$25,000 minimum. If not required to file, a subordinate should simply attach the label provided, check the box in the heading to indicate that its annual gross receipts are normally \$25,000 or less and sign the return. This will allow us to update our records to show that the subordinate is not required to file and to delete that subordinate from the list of organizations that will receive Form 990 packages in future years.

Your subordinates are required to make their annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You and your subordinates are also required to make available for public inspection your group exemption application, any supporting documents and this exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

Your subordinates are not required to file federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. Each organization subject to this tax must file Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your subordinates' present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

As of January 1, 1984, each of your subordinates is liable for social security taxes under the Federal Insurance Contributions Act on remuneration of \$100 or more they pay to each of their employees during a calendar year. Your subordinates are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Each year, at least 90 days before the end of your annual accounting period, please send the items listed below to the Internal Revenue Service Center at the address shown below.

1. A statement describing any changes during the year in the purposes, character, or method of operation of your subordinates;
2. A list showing the names, mailing addresses (including Postal ZIP codes), actual addresses if different, and employer identification numbers of subordinates that, since your previous report:
  - a. Changed names or address;
  - b. Were deleted from your roster; or

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- c. Were added to your roster.
3. For subordinates to be added, attach:
    - a. A statement that the information on which your present group exemption letter is based applies to the new subordinates;
    - b. A statement that each has given you written authorization to add its name to the roster;
    - c. A list of those to which the Service previously issued exemption rulings or determination letters;
    - d. A statement that none of the subordinates is a private foundation as defined in section 509(a) of the Code if the group exemption letter covers organizations described in section 501(c)(3);
    - e. The street address of each subordinate whose mailing address is a P.O. Box; and
    - f. The information required by Revenue Procedure 75-50, 1975-2 C.B. 587, for each subordinate that is a school claiming exemption under section 501(c)(3). Also include any other information necessary to establish that the school is complying with the requirements of Revenue Ruling 71-447, 1971-2 C.B. 230. This is the same information required by Schedule B, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.
  4. If applicable, a statement that your group exemption roster did not change since your previous report.

Please mail the information requested in this letter to the following address:

Internal Revenue Service  
Ogden UT 84201

Your Group Exemption Number is 5277. Your subordinates are required to include this number on each Form 990, Return of Organization Exempt From Income Tax, and Form 990-T, Exempt Organization Business Income Tax Return, that they file. Please advise your subordinates of this requirement and provide them with the Group Exemption Number.

If the heading of this letter indicates that an addendum applies, the enclosed addendum is an integral part of this letter.

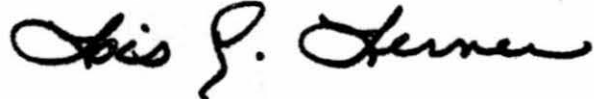
Because this letter could help resolve any questions about the exempt status and foundation status of your subordinates, you should keep it for your records.

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We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Lois G. Lerner". The signature is written in a cursive style with a large initial "L".

Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements