

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 the Fort Bend County Sheriff's Office acting on and behalf of Fort Bend County, Texas, (hereinafter referred to as "FBCSO"), a body corporate and politic by and through its governing body, the Fort Bend County Commissioners Court, and Peachtree Portraits, Inc. a division of HS Photo, Inc., "Photographer").

WHEREAS, the County desires to permit Photographer non-exclusive use to enter, remain upon and leave the premises known as the of the Fort Bend County Sheriff's Office located at 1410 Williams Way Blvd., Richmond, Texas 77469 ("Property") for public purpose, namely to allow for the use of the Property as a location for photography portrait sessions for staff and employees of the Fort Bend County Sheriff's Office (FBCSO) for the production of a "Legacy Album" for the FBCSO ("Activities");

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

WHEREAS, Photographer 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 Photographer; and, remove all of its sets, structures and other material and equipment from the Property; and

WHEREAS, Photographer 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:

I.
 Scope of Activities

1.1 Photographer shall be allowed on the Property for the non-exclusive use to enter, remain upon and leave the Property on April 18th- 25th from the hours of 5am-7pm and on April 20th and 26th from the hours of 5am-10pm and for no other time or date, for the sole purpose of photographing officials, staff and family member of officials or staff of the Fort Bend County Sheriff's Office for private portrait sessions and for the production of a "Legacy Album", a full-color bound book containing photographs of the FBCSO officials and staff.

1.2 Photographer agrees that the Legacy Album shall be available for purchase only to officials and staff of the FBCSO. Photographer agrees that FBCSO Legacy Albums will not be sold or distributed to the general public.

1.3 Photographer agrees to keep confidential all images captured by Photographer of FBCSO employees and officials for the purpose of creating the Legacy Album.

1.4 Photographer will use images only in the production of the Legacy Album and production of any prints ordered through private arrangements by FBCSO employees.

1.5 Photographer agrees not to use any FBCSO images for any promotional material either printed or in electronic media without prior written consent from Commissioners Court.

1.6 Photographer will make available an individual Legacy Album Photograph Opt-Out Form attached here as Exhibit "A" allowing individuals the right to opt-out of having their photograph included in the Legacy Album.

1.7 All images taken will be supplied to the FBCSO in a form acceptable to the FBCSO, including but not limited to digital images collected on a compact disc.

1.8 County shall receive full copyright release for every photo taken and for the right to make use of any and all photographs ("Photographs") of, on, in and about the Property, together with all scenery, equipment, buildings, or other property thereon.

1.9 Photographer agrees to use reasonable care to prevent damage to the Property during videotaping and or photography, and, unless County advises otherwise, will leave the Property in substantially the same condition as when entered by Photographer.

1.10 Photographer may place all reasonably necessary facilities and equipment, including temporary sets on the Property. Photographer shall remove the same after completion of work and leave the Property in substantially the same condition as when entered by Photographer.

1.11 Photographer shall be responsible for any damage to the Property and shall reimburse County for any reasonable repairs made by County upon completion of the state purpose of this Agreement.

1.12 Photographer shall reimburse County for any reasonable repairs made to the Property within ten (10) business days of receipt of invoice.

II. Indemnity

Photographer and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with Photographer, 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 FBCSO, 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.
Insurance

3.1 Prior to commencement of the Activities, Photographer shall furnish FBCSO 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 FBCSO. Photographer shall provide certified copies of insurance endorsements and/or policies if requested by FBCSO. Photographer 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. Photographer 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 FBCSO 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 Photographer shall contain a waiver of subrogation in favor of FBCSO and members of Commissioners Court.

3.3 If required coverage is written on a claims-made basis, Photographer 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.
Confidentiality

Photographer expressly acknowledges that FBCSO 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, FBCSO 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 FBCSO 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.
Notice

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 Sheriff's Office
Attn: Lt. Cheryl Hillegeist
1410 Williams Way Blvd.
Richmond, TX 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Photographer: Peachtree Portraits, Inc.
2675 Peachtree Square
Atlanta, GA 30360

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.
Applicable Laws

Photographer 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 or FBSCO, Photographer shall furnish FBSCO with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

VII.
Governing Law

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 FBSCO's sovereign immunity.

VIII.
Acknowledgement

Photographer and its officials, officers, employees, agents, servants, volunteers, and all persons in privity with Photographer hereby acknowledge and agree that they have read this Release and that they fully understand the Release and its consequences. Photographer expressly warrants to FBSCO 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.
Entire Agreement

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.

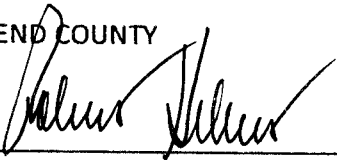
X.
Modifications or Changes

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.


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 31st day of March April, 2016. 12

FORT BEND COUNTY



Robert E. Hebert, County Judge

PEACHTREE PORTRAITS, INC.



Rusty Rice
Authorized Agent

National Sales Director

Title

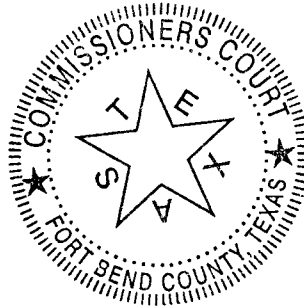
3/31/16

Date

ATTEST:



Laura Richard, County Clerk



Reviewed by:



Troy Nehls, Fort Bend County Sheriff

I:\HNA\Releases\Film Release\Release for Filming.Peachtree Portraits. FBSCO 03.10.16.docx

EXHIBIT A

Legacy Album Photograph Opt-Out Form

SUBMIT THIS FORM ONLY IF YOU DO NOT WANT YOUR LEGACY PHOTOGRAPH TO APPEAR WITHIN THE PUBLISHED FORT BEND COUNTY SHERIFF'S OFFICE LEGACY ALBUM.

I choose to "opt-out" of having my legacy photograph appear within the Peachtree Portraits project, known as, The Fort Bend County Sheriff's Office Legacy Album. I understand that I am required to be photographed during this event; however, this image may only be used for official Fort Bend County Sheriff's Office business.

Printed Name: _____

Signature: _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2016-39763

Date Filed:
 04/13/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

H. S. Photo Processing, Inc.
 Atlanta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Texas Sheriff's Office

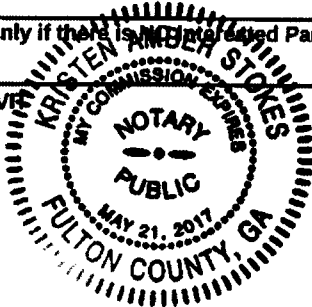
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

0119BF
 Photography Services and Legacy Albums

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Karen A. Smith
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Karen A Smith, this the 13th day of April, 2016, to certify which, witness my hand and seal of office.

Kristen Amber Stokes Kristen Amber Stokes Notary
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2016-39763

Date Filed:
 04/13/2016

Date Acknowledged:
 04/27/2016

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

H. S. Photo Processing, Inc.
 Atlanta, GA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County Texas Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods or other property to be provided under the contract.

0119BF
 Photography Services and Legacy Albums

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath