

Seahawks" on the map or diagram marked Exhibit "A", attached hereto and incorporated herein by reference as if copied herein verbatim, hereinafter called "Property."

- 1.2. The license granted herein permits Fort Bend Seahawks to use, schedule use of, maintain and improve the above described Property for the purposes of providing sporting activities and play fields for the residents of Fort Bend County and surrounding areas.
- 1.3. This license does not convey any interest in Property to Fort Bend Seahawks. The license is merely a license to use the Property according to the terms hereof.

2. Term.

- 2.1. The Term of this Agreement shall commence upon the date of execution by County ("Effective Date") and terminate on the one (1) year anniversary of the Effective Date ("Termination Date"). This Agreement shall automatically renew each year, for a period of four (4) years, unless terminated in accordance with this Agreement.

3. Name.

- 3.1. The fields are to be known as "Mustang Park Football Fields."

4. Improvements.

- 4.1. It is the intent of the parties and a material inducement for the County to grant this license that the Fort Bend Seahawks will make all of the improvements to the Property that are identified as, and in accordance with, Exhibit "B."
- 4.2. No work shall commence before County has approved construction plans which must be submitted to County no later than sixty (60) days prior to beginning construction. Construction shall be in accordance with the plans presented.
- 4.3. As consideration for the use of the fields, all fixtures, improvements, alterations and additions thereto, made and/or installed in or upon the fields by Fort Bend Seahawks, 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 fields. Except as otherwise provided herein, all property that may be moved without damage to the Property, as determined solely by County, does not become the property of the County, but remains the property of the Fort Bend Seahawks. Upon termination of this license, any movable property not removed by Fort Bend Seahawks before the date of termination becomes the property of the County.
- 4.4. Fort Bend Seahawks shall keep and maintain in good repair, to the satisfaction of County, the Property and all improvements upon the Property, including but not limited to all seating, bleachers, concession stands, fences, sidewalks, landscaping, football fields, utility tie-ins, gas, water, sewer service lines, restrooms, floodlighting, electrical outlets, press boxes, scoreboards, backstops, storage buildings and all other fixtures and improvements for the fields, in a safe, attractive and good state of repair and cleanliness. Fort Bend Seahawks will keep the fields and that portion of the Property lying and being within twenty-five yards of the fields in a neat, clean and respectable condition. If County determines that the Fort Bend Seahawks are not complying with the provisions of this subparagraph, the County may terminate this license upon thirty (30) days advance written notice to Fort Bend Seahawks.
- 4.5. Fort Bend Seahawks shall timely satisfy and discharge all debt for all material and labor for improvements made upon the Property. In the event that a lien for unpaid labor and/or materials is threatened or filed against the Property, Fort Bend Seahawks shall promptly cause the lien to be released and/or the threat be removed. The filing of a lien against the Property for unpaid material and/or labor brought to or performed upon the Property by or for the

benefit of Fort Bend Seahawks constitutes an injury to the County and is cause for immediate termination of this license.

- 4.6. FORT BEND SEAHAWKS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ALL DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, FOR OR ON ACCOUNT OF ANY NECESSARY LEGAL ACTION TO REMOVE THE THREAT OF THE FILING OF A LIEN OR THE REMOVAL OF ANY LIEN.

5. Maintenance.

- 5.1. Fort Bend Seahawks shall provide for all maintenance at the Property at the sole expense of Fort Bend Seahawks. Such maintenance shall include, but not be limited to maintenance of grounds, building, fences, playing areas, spectator areas and on-site sewage systems, if applicable.
- 5.2. Fort Bend Seahawks shall provide all supplies and materials necessary to perform the maintenance requirements described herein at the sole expense of the Fort Bend Seahawks. County may perform periodic unannounced and/or noticed inspections of the fields and appurtenances thereto to determine the condition thereof.

6. Liability and Insurance

- 6.1. Fort Bend Seahawks 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. Fort Bend Seahawks shall provide County subsequent insurance certificates throughout the term of the Agreement upon request. Fort Bend Seahawks shall carry Commercial 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.
 - 6.2. FORT BEND SEAHAWKS EXPRESSLY AGREE 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 FORT BEND SEAHAWKS AND FORT BEND SEAHAWKS' EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS, IN THEIR USE OF THE PROPERTY, IRRESPECTIVE OF WHETHER THE COUNTY WAS CONCURRENTLY NEGLIGENT.
 - 6.3. Fort Bend Seahawks shall ensure that a "FORT BEND COUNTY ATHLETIC FACILITY RELEASE OF LIABILITY FOR PARTICIPANT" is executed on behalf of each Fort Bend Seahawks participant prior to participation. Copies of the Release of Liability will be made available to County upon request.
 - 6.4. County makes no representation, warranty, or guarantee with respect to the condition of the Property, the presence or absence of pits or depressions in the surface of the 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. FORT BEND SEAHAWKS ACCEPTS THE PROPERTY AND ALL APPURTENANCES AND IMPROVEMENTS THERETO "AS IS, WHERE IS AND WITH ALL FAULTS."
- 7. Conduct/Security.**
- 7.1. Fort Bend Seahawks shall exercise proper supervision and control of all activities of Fort Bend Seahawks on the Property. In exercising the rights and performing the obligations required

of it under the terms of this license, Fort Bend Seahawks shall comply, and shall require all persons using the 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, Fort Bend Seahawks shall at all times maintain and enforce good order and fair sportsmanship upon the 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.

- 7.2. Fort Bend Seahawks shall permit all persons residing in Fort Bend County, Texas to participate in the activities of the League upon the Property. Fort Bend Seahawks shall not discriminate against any person or persons because of race, color, religion, sex or national origin.
- 7.3. Fort Bend Seahawks may and are encouraged to create and distribute to users of the 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, Fort Bend Seahawks 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. Fort Bend Seahawks shall provide to the County any such guideline or code of conduct.
- 7.4. Fort Bend Seahawks shall provide all necessary security personnel for the events it sponsors or conducts on the Property.
- 7.5. Fort Bend Seahawks acknowledge and agree that it 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. Fort Bend Seahawks shall contact Fort Bend County Parks & Recreation if any Fort Bend Seahawks participant witnesses a violation of Park Rules or actions inconsistent with expectations of a public setting. For emergency situations, Fort Bend Seahawks shall call the Fort Bend County Sheriff's Office for assistance.

8. Times/Calendar

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

9. Notice and Termination

- 9.1. 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.

- 9.2. 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, 301 Jackson St., Suite 719, Richmond, Texas 77469, with copy to Fort Bend County, Parks Director 9555A Highway 6 Missouri City, TX 77459.
- 9.3. Notice to Fort Bend Seahawks shall be given by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to Fort Bend Seahawks Youth Football & Cheer Inc., 1702 Mossback Circle, Fresno, TX 77545.
- 9.4. Notice is considered given and completed upon deposit of the notice in the U.S. Mail.
- 9.5. 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.

10. Income

- 10.1. Fort Bend Seahawks may sell "concession items" such as food, beverages and activity "programs" without need for prior approval from County.
- 10.2. Fort Bend Seahawks must have prior written approval from County regarding any other uses of the property for production of income not named herein.

11. Miscellaneous

- 11.1. Paragraph captions herein are merely descriptive and do not add to or detract from the content of this license.
- 11.2. 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.
- 11.3. Fort Bend Seahawks 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 Fort Bend Seahawks.
- 11.4. This license shall be governed under Texas law, and it shall be performed entirely in Fort Bend County, Texas.
- 11.5. The person signing this license on Fort Bend Seahawks' behalf hereby represents that he or she is authorized by the Fort Bend Seahawks' Board of Directors to execute this license on Fort Bend Seahawks' behalf.
- 11.6. No statement contained in this license shall be construed so as to find Fort Bend Seahawks or any of its participants, to be an employee, or agent of the County, and Fort Bend Seahawks 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 Fort Bend Seahawks or its participants hold itself out as an employee or agent of the County.
- 11.7. 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.
- 11.8. 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.
- 11.9. Any amendments to this license shall be of no effect unless in writing and signed by both parties hereto.
- 11.10. Fort Bend Seahawks shall not assign this license, or any interest arising herein, without the prior written consent of County.
- 11.11. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and

remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

12. Termination.

12.1. County may terminate this Agreement at any time upon thirty (30) days written notice.

12.2. County may terminate the whole or any part of this Agreement for cause if Fort Bend Seahawks materially breach any of the covenants or terms and conditions set forth in this Agreement or fail to perform any of the other provisions of this Agreement or so fail to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

12.3. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

13. Certain State Law Requirements for Contracts.

13.1. The contents of this Section are required by Texas Law and are included by County regardless of content. By signature below, Fort Bend Seahawks represent pursuant to Section 2252.152 of the Texas Government Code, that Fort Bend Seahawks are not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

14. Understanding, Fair Construction.

14.1. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

15. Electronic and Digital Signatures.

15.1. The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

Remainder of Page Intentionally Blank

Signatures Follow on Next Page

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY



KP George, County Judge

7/23/2019

Date

ATTEST:



Laura Richard, County Clerk

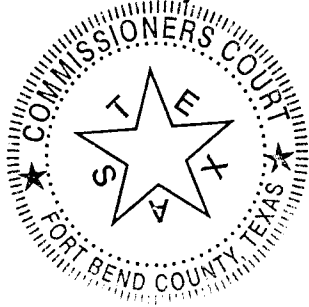


Exhibit A: Map

Exhibit B: Participant Release Form

FORT BEND SEAHAWKS YOUTH FOOTBALL & CHEER, INC.



Authorized Agent - Signature

Felicia R. King

Authorized Agent- Printed Name

Board member

Title

7/17/19

Date

Exhibit A

Untitled Map

Write a description for your map.

Legend

- Feature 1
- Line Measure
- Mustang Park
- Mustang Park Youth sports



Google Earth

© 2018 Google

1000 ft

Exhibit B

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:
 2019-515305

Date Filed:
 07/11/2019

Date Acknowledged:
 07/23/2019

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Fort Bend Seahawks Youth Football and Cheer
 Fresno, TX United States

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

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.
 00001
 Youth Football and Community Activities

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	King, Felicia	Houston, TX United States	X	
	Johnson, Talishia	Fresno, TX United States	X	
	Johnson, Spencer	Fresno, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)