

- 1.1. Subject to the provisions of this License, the County hereby licenses to the Crush FC a revocable right to use and maintain the following described portion of Freedom Park, located in Fort Bend County, Texas, to-wit:

Those certain soccer fields located on a tract of land being a part of Fort Bend County Freedom Park, said area being identified with hatch lines as "FC Soccer @ Freedom Park" 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 Crush FC to use, schedule use of, and maintain 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 Crush FC. The License is merely a license to use the Property according to the terms hereof.

2. Term.

- 2.1. This License shall be effective as of the date signed by the County and terminate one (1) years from that date, unless terminated sooner pursuant to the terms herein.

3. Name.

- 3.1. The fields are to be known as "Freedom Park Soccer Fields."

4. Maintenance.

- 4.1. Crush FC shall maintain Property in its present condition. Crush FC is responsible for any necessary field preparation before and after play. County shall, at its own expense, continue to mow grass on its regular schedule which is currently set for once every 10 days. County reserves the right to change such mowing schedule without notice, as determined by the County.
- 4.2. Crush FC shall provide all supplies and materials necessary to perform the maintenance requirements described in Section 4.1. Crush FC shall be responsible for only those maintenance requirements as described in 4.1.
- 4.3. County may perform periodic unannounced and/or noticed inspections of the fields and appurtenances thereto to determine the condition thereof.

5. Improvements

- 5.1. This license does not create a right by Crush FC to construct or install any fixtures, improvements, alterations, or additions thereto, made and or installed in or upon the fields by Crush FC, 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.
- 5.2. Should any fixtures or improvements be installed with or without the permission of the County, the County may order that the fixture, improvement, alteration or addition be removed or alternately that they become the property of the County when installed and or constructed on 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 Crush FC. Upon termination of this license, any movable property not removed by Crush FC before the date of termination becomes the property of the County.

- 5.3. CRUSH FC 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.

6. Liability and Insurance.

- 6.1. Crush FC shall furnish County with insurance certificate(s) and a copy of each policy that is in effect as of the effective date of this License for verification and approval by the County Risk Management Department. Crush FC shall provide County subsequent insurance certificates throughout the term of the License upon request. Crush FC 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. CRUSH FC 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 ATTORNEYS FEES, INVESTIGATIVE COSTS, AND OTHER COSTS OF LITIGATION, IN ANY MANNER ARISING OUT OF THE ACTS OR OMISSIONS OF THE CRUSH FC AND THE CRUSH FC'S 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. Crush FC shall ensure that a "WAIVER AND RELEASE OF LIABILITY FOR USE OF FORT BEND COUNTY FREEDOM PARK FACILITIES," attached hereto as "Exhibit B" and incorporated by reference, is executed on behalf of each Crush FC 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. CRUSH FC ACCEPTS THE PROPERTY AND ALL APPURTENANCES AND IMPROVEMENTS THERETO "AS IS, WHERE IS, AND WITH ALL FAULTS."

7. Conduct and Security.

- 7.1. Crush FC shall exercise proper supervision and control of all activities of Crush FC on the Property. In exercising the rights and performing the obligations required of it under the terms of this License, Crush FC 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 any 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, Crush FC 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. Crush FC shall permit all persons residing in Fort Bend County, Texas to participate in the activities of Crush FC upon the Property. Crush FC shall not discriminate against any person or persons because of race, color, religion, sex or national origin.
- 7.3. Crush FC may and is 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, Crush FC 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. Crush FC shall provide to the County any such guideline or code of conduct. The County reserves the right to amend the guidelines or code of conduct.
- 7.4. Crush FC shall provide all necessary security personnel for the events it sponsors or conducts on the Property.
- 7.5. Crush FC 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. Crush FC shall contact Fort Bend County Parks & Recreation if any Crush FC participant witnesses a violation of Park Rules or actions inconsistent with expectations of a public setting. For emergency situations, Crush FC shall call the Fort Bend County Sheriff's Office for assistance.

8. Times and Calendar.

- 8.1. County may establish the day-to-day times when Crush FC 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 Crush FC.
- 8.2. Crush FC 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 Crush FC may use the Property. The County may, with or without notice to Crush FC, 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 Crush FC, in the manner described herein of any change in the Park's calendar.
- 8.4. Crush FC shall be required to provide a written schedule of games and practices for each athletic season. Crush FC shall be responsible for scheduling use of the Property by other youth organizations. Crush FC shall not deny the use of the Property to any youth organization that does not interfere with the normal Crush FC 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 Crush FC shall be given by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to Crush FC, Inc., Attn: Moses Ochicie, President, P.O. Box 941741, Houston, Texas 77094.
- 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. Crush FC may sell "concession items" such as food, beverages, and activity "programs" without need for prior approval from County.
- 10.2. Crush FC must have prior written approval from County regarding any other uses of the property for production of income not named herein.

11. General Terms.

- 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. Crush FC 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 Crush FC.
- 11.4. This License shall be governed under Texas law, and it shall be performed entirely in Fort Bend County, Texas. 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 License and waive the right to sue or be sued elsewhere. Nothing in the License shall be construed to waive the County's sovereign immunity.
- 11.5. The person signing this license on Crush FC's behalf hereby represents that he or she is authorized by the Crush FC's Board of Directors to execute this License on Crush FC's behalf.
- 11.6. No statement contained in this License shall be construed so as to find Crush FC or any of its participants, to be an employee, or agent of the County, and Crush FC 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 Crush FC or its participants hold themselves out as employees or agents 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. Crush FC shall not assign this License, or any interest arising herein, without the prior written consent of County.

12. Termination.

- 12.1 Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
 - 12.2 Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a) If Crush FC fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - (b) If Crush FC materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails 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, after termination, it is determined for any reason whatsoever that Crush FC was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.
 - 12.4 Upon termination of this Agreement, County shall compensate Crush FC in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Crush FC's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
 - 12.5 If County terminates this Agreement as provided in this Section 6, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Crush FC.
 - 12.6 If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 13. Texas Government Code Section 2251.152 Acknowledgment.**
- 13.1. By signature below, Crush FC represents pursuant to Section 2252.152 of the Texas Government Code, that Crush FC is 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. No Boycott of Israel.**
- 14.1. As required by Chapter 2270, Government Code. Crush FC hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict

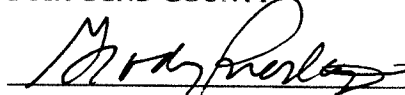
economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

15. Understanding, Fair Construction.

15.1. 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.

IN WITNESS WHEREOF, this License 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 License and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

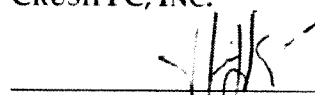
FORT BEND COUNTY



Grady Prestage, Commissioner, Precinct 2
Presiding Officer, Commissioners Court, November 26, 2019

Date

CRUSH FC, INC.



Moses Ochicie, President

Date

10/9/2019

ATTEST:



Laura Richard, County Clerk

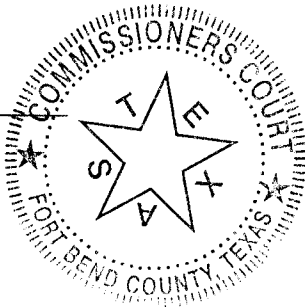


Exhibit A



Google Earth

feet 1000
meters 300



Exhibit B

WAIVER AND RELEASE OF LIABILITY FOR USE OF FORT BEND COUNTY FREEDOM PARK FACILITIES
TO BE COMPLETED ONLY BY PARTICIPANT OR PARENT/LEGAL GUARDIAN

In consideration of being permitted to use Fort Bend County Freedom Park facilities, Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant, RELEASE, WAIVE, DISCHARGE FROM LIABILITY and COVENANT NOT TO SUE, Fort Bend County, Texas, its officers volunteers, and agents ("County"), from all liability to Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant for any and all claims for damages for death, personal injury, or property damage, whether or not resulting from the negligence, gross negligence, or misconduct of any person, that Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant may have, or that may subsequently accrue to Participant's, Parent(s), and/or Legal Guardian(s) of Minor Participant, as a result of use of Fort Bend County Freedom Park facilities by Participant or Minor Participant.

Participant, or Minor Participant, chose to voluntarily participate in use of Freedom Park facilities and AGREE THAT PARTICIPANT, OR MINOR PARTICIPANT, ASSUMES ALL RISKS, WHETHER KNOWN OR UNKNOWN TO PARTICIPANT, PARENT(S), AND/OR LEGAL GUARDIAN(S) OF MINOR PARTICIPANT.

Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant agree to INDEMNIFY, DEFEND AND HOLD HARMLESS County from any loss, liability, damage, or cost County may incur due to the presence of Participant, or Minor Participant, in or on Freedom Park facilities whether caused by the negligence of County or otherwise. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant assume full responsibility for and risk of bodily injury, death, or property damage due to negligence of County or otherwise while in or on Freedom Park facilities, and/or while competing, officiating in, working, or for any purpose participating in events at Freedom Park facilities.

Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant understand the legal consequences of signing this document, including: (a) releasing County from all liability; (b) waiver of my right to sue County; and (c) assumption of all risks of using Freedom Park facilities.

If Participant, or Minor Participant, requires medical treatment, County is authorized to obtain medical treatment for Participant, or Minor Participant. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant release County from any claim whatsoever on account of first aid, treatment, or service rendered to Participant, or Minor Participant, during use of Freedom Park facilities.

Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant has carefully read the above release and knows the contents of the release and signs this release as their own free act. Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant agree that if any portion is held invalid or unenforceable, Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant will continue to be bound by the remaining terms. This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

By signature below, Participant, Parent(s), and/or Legal Guardian(s) of Minor Participant, being of lawful age, in consideration of being permitted to use Freedom Park facilities, **releases and forever discharges County from any and every claim, demand, action, or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of participation in activities at Freedom Park or any activities in connection with Participant's, or Minor Participant's, use of Freedom Park facilities, whether by negligence or not.** Releasor understands that a photocopy of this authorization is as valid as the original.

Participant: _____ Date of Birth: _____
Printed Name

Parent
/Legal Guardian: _____
Printed Name _____
Signature

Address: _____ Phone: _____

