

AGREEMENT

1. Property.

1.1. Subject to the provisions of this License, the County hereby licenses to SPOEYF a revocable right to use, the following described portion of South Post Oak Sportsplex (SPO SPORTSPLEX), located in Fort Bend County, Texas, to wit:

Those certain fields located on a tract of land being a part of South Post Oak Sportsplex; said area being identified with hatch lines as

“FIELD 1” on the map or diagram marked “Exhibit A,” attached hereto, incorporated herein by reference, and hereinafter called “Property.”

1.2. The license granted herein permits SPOEYF to use, schedule use of, and maintain the above described Property for the purposes of providing sporting activities and playing fields for the residents of Fort Bend County and surrounding areas.

1.3. This license does not convey any interest in Property to SPOEYF. 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 “South Post Oak Sportsplex.”

4. Maintenance.

4.1. SPOEYF shall provide for all maintenance at the Property, to the satisfaction of County, UPON County’s prior written permission and/or consent, and at the sole expense of SPOEYF. Such maintenance shall include, but not be limited to maintenance of grounds, buildings, fences, playing areas, spectator areas and on-site sewage systems, if applicable.

4.2. SPOEYF shall provide all supplies and materials necessary to perform the maintenance requirements described herein at the sole expense of the SPOEYF. County may perform periodic unannounced and/or noticed inspections of the fields and appurtenances thereto to determine the condition thereof.

5. Improvements or Installations.

5.1. This license does not create a right by SPOEYF to construct or install any fixtures, improvements, alterations or additions thereto, made and/or installed in or upon the fields by SPOEYF, 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 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 SPOEYF. Upon termination of this license, any movable property not removed by SPOEYF before the date of termination becomes the property of the County.

- 5.3. SPOEYF 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. SPOEYF 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. SPOEYF shall provide County subsequent insurance certificates throughout the term of the Agreement upon request. SPOEYF 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. SPOEYF 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 SPOEYF AND SPOEYF'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. SPOEYF shall ensure that a "FORT BEND COUNTY ATHLETIC FACILITY RELEASE OF LIABILITY FOR PARTICIPANT", attached hereto as Exhibit B, is executed on behalf of each SPOEYF participant prior to participation. Additional 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. SPOEYF ACCEPTS THE PROPERTY AND ALL APPURTENANCES AND IMPROVEMENTS THERETO, "AS IS, WHERE IS AND WITH ALL FAULTS."

7. Conduct/Security

- 7.1. SPOEYF shall exercise proper supervision and control of all activities of SPOEYF on the Property. In exercising the rights and performing the obligations required of it under the terms of this license, SPOEYF 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, SPOEYF 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. SPOEYF shall permit all persons residing in Fort Bend County, Texas to participate in the activities of the League upon the Property. SPOEYF shall not discriminate against any person or persons because of race, color, religion, sex or national origin.
- 7.3. SPOEYF 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, SPOEYF 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. SPOEYF 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. SPOEYF shall provide all necessary security personnel at the sole expense of SPOEYF for the events it sponsors or conducts on the Property.
- 7.5. SPOEYF 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. SPOEYF shall contact Fort Bend County Parks & Recreation if any SPOEYF participant witnesses a violation of Park Rules or actions inconsistent with expectations of a public setting. For emergency situations, SPOEYF 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 SPOEYF 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 to the SOUTH POST OAK EAGLES YOUTH FOOTBALL organization.
- 8.2. SPOEYF may use the Property at all times during the calendar year pursuant to its County approved schedule as shown in Exhibit C, and incorporated herein for all purposes.
- 8.3. **Except, that at all times the Property is scheduled for public use and/or other events by the County, SPOEYF shall have right of first refusal for use of the Property as set forth in the Use Schedule attached hereto as Exhibit C, and incorporated herein for all purposes.** Public use times shall specifically be for use by the public, and/or other organizations, including but not limited to SPOEYF, who are selected for said public or other use of the Property, by and through the sole discretion of the County. Public use times shall include use of all athletic fields, including but not limited to, fields that are subject to this License Use Agreement.
- 8.4. Notwithstanding the foregoing, the County may alter or change the dates and times that SPOEYF may use the Property. The County may, with or without notice to SPOEYF, 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 SPOEYF, in the manner described herein of any change in the Park's calendar.
- 8.5. SPOEYF shall be required to provide a written schedule of games and practices for each athletic season. SPOEYF shall be responsible for scheduling use of the Property by its organization. County shall be solely responsible for scheduling use of the Property by other youth/adult organizations. SPOEYF shall not deny the use of the Property to any organization that does not interfere with the normal SPOEYF playing season.

9. Notice

- 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
401 Jackson St.
Richmond, Texas 77469

With a copy to:

Fort Bend County
Parks Director
301 Jackson St.
Richmond, TX 77469

- 9.3. Notice to SPOEYF shall be given by registered or certified U. S. Mail, Return Receipt Requested, postage prepaid, addressed to:

SOUTH POST OAK EAGLES YOUTH FOOTBALL
c/o Darrin Richardson
2710 Silver Falls Lane
Iowa Colony, Texas 77583

- 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. SPOEYF may sell "concession items" such as food, beverages and activity "programs" without need for prior approval from County.
- 10.2. SPOEYF must have prior written approval from County regarding any other uses of the property for production of income not named herein.
- 10.3. SPOEYF is strictly prohibited from assigning, subletting, subleasing, and/or creating any co-tenancy or co-licensing relationships with any other organizations, entities, or individuals regarding this license for use of County property and in particular use of the football fields at South Post Oak Sportsplex.
- 10.4. Any income collected, generated, or charged to third parties for use of the football fields at South Post Oak Sportsplex by SPOEYF other than the sale of "concession items" shall become the property of Fort Bend County and SPOEYF shall hold such funds in bailment for the sole use and benefit of the County.

10.5. Any tournament fees charged to third party organizations by SOUTH POST OAK EAGLES YOUTH FOOTBALL for use of County property is strictly prohibited. County may in its sole discretion modify this provision, but only after receipt of any and all tournament documents, contracts, proof of liability insurance, listing County and its Commissioner's Court as additional insureds and other documents as the County deems appropriate. This provision shall in no way operate as a waiver or estoppel of other provisions herein relating to income or SPOEYF's use of County property at South Post Oak Sportsplex.

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. SPOEYF 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 SOUTH POST OAK EAGLES YOUTH FOOTBALL.
- 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 SPOEYF' behalf hereby represents that he or she is authorized by the SPOEYF's Board of Directors to execute this license on SPOEYF's behalf.
- 11.6. No statement contained in this license shall be construed so as to find SPOEYF or any of its participants, to be an employee, or agent of the County, and SPOEYF 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 SPOEYF 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. SPOEYF 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 SPOEYF 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 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, SPOEYF represents pursuant to Section 2252.152 of the Texas Government Code, that SPOEYF
- 13.2. 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.
- 13.3. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, SPOEYF verifies SPOEYF does not boycott Israel and will not boycott Israel during the term of this Agreement.

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 non-drafting 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.

{Execution Page Follows}

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 KP George

KP George, County Judge

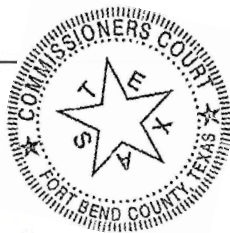
4.27.2021

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



SOUTH POST OAK EAGLES YOUTH FOOTBALL

[Signature]

Authorized Agent - Signature

DARVIN RICHARDSON

Authorized Agent- Printed Name

VICE - PRESIDENT

Title

3-12-2021

Date

- Exhibit A: Map
- Exhibit B: Participant Release Form
- Exhibit C: Participant Field Use Schedule
- Exhibit D: Instructions for Form 1295

Exhibit A



Exhibit B

WAIVER AND RELEASE OF LIABILITY FOR USE OF FORT BEND COUNTY PARK FACILITIES

TO BE COMPLETED ONLY BY PARTICIPANT OR PARENT/LEGAL GUARDIAN

In consideration of being permitted to use Fort Bend County 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 Park facilities by Participant or Minor Participant.

Participant, or Minor Participant, chose to voluntarily participate in use of Fort Bend County 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 Fort Bend County 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 Fort Bend County Park facilities, and/or while competing, officiating in, working, or for any purpose participating in events at Fort Bend County 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 Fort Bend County 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 Fort Bend County 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 Fort Bend County 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 Fort Bend County Park or any activities in connection with Participant's, or Minor Participant's, use of Fort Bend County 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: _____

Exhibit C

**SOUTH POST OAK SPORTSPLEX
FOOTBALL FIELD NO. 1 USE SCHEDULE
SOUTH POST OAK EAGLES YOUTH FOOTBALL**

Mondays, Wednesdays and Fridays
Saturdays

4:00 pm – 9:00 pm
6:45 am – 8:00 pm

Exhibit D



AGENCY CUSTOMER I

LOC

ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY ESP Insurance Brokerage, LLC		NAMED INSURED FUN STADIUM ASSOCIATION	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

[REDACTED]

POLICY PERIOD: 09/05/2020 - 09/05/2021

Accidental Death, Accidental Dismemberment (AD&D) Benefit: \$10,000 Maximum amount
 Accident Medical Expense Benefit: \$250,000
 Deductible: \$250 per accident
 Dental Maximum: \$250 per tooth/per accident
 Incurral Period: within 90 days of the date of the accident causing the Injury
 Benefit Payout Period: payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury

EQUIPMENT FLOATER / INLAND MARINE

[REDACTED]

POLICY PERIOD: 09/05/2020 - 09/05/2021

Amount of Insurance: \$30,000 Sports Equipment
 Limit subject to a \$25,000 limit per item. Any item of property with a value of \$25,000 or more must be scheduled separately
 Deductible: \$500

CRIME PROTECTION

[REDACTED]

POLICY PERIOD: 09/05/2020 - 09/05/2021

Crime / Employee Theft Limit: \$ 25,000
 Deductible \$500

DIRECTORS & OFFICERS

[REDACTED]

POLICY PERIOD: 09/05/2020 - 09/05/2021

Directors & Officers Limit \$1,000,000
 Retention \$1,000
 Aggregate Limit \$1,000,000

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 SOUTH POST OAK EAGLES YOUTH FOOTBALL
 Missouri City, TX United States

Certificate Number:
 2021-726768

Date Filed:
 03/13/2021

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

Date Acknowledged:
 04/28/2021

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.

000000000
 We provide youth football and cheerleading activities for boys and girls in the Fort Bend County area

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 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)