



Performance of this Contract/Agreement by either party shall be subject to force majeure, which includes but is not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder or protests, unauthorized strikes, governmental act, order, regulation, suggestion or advisory, pandemics, epidemics, recognized health threats as determined by the World Health Organization, the Centers for Disease Control and Prevention or state or local government authority or health agencies (including, but not limited to the health threats of COVID-19, H1N1 or other infectious diseases), curtailment of transportation facilities or other occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones (i) prevent, dissuade or unreasonably delay at least twenty-five percent (25%) of prospective attendees from appearing at the venue or (ii) make it illegal, impossible, inadvisable, or commercially impracticable to hold the event or to fully perform the terms of this Agreement. In the event of force majeure, this Agreement may be cancelled by either party, without liability, damages, fees or penalty, and any deposits and unearned amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

Name of Venue/Vendor: Fort Bend County Date: December 13, 2022

Signature:  Title: KP George, Fort Bend County Judge