

LICENSE AGREEMENT

STATE OF TEXAS §

COUNTY OF FRIO §

This License Agreement (this "Agreement") is made and entered into by and between Frio County, Texas, a political subdivision of the State of Texas ("County") and _____ ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain park property located in Frio County known as _____ (the "County Park") for the purpose of holding _____ (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event. Approved areas include all roadways, trails, and park picnic areas, together with their associated rights-of-ways that are part of the Frio County Park. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items in designated (pre-approved) areas.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's

Event needs, including: (a) temporary placement of signage and traffic markers/safety cones throughout the park as needed and at entrances to the County Park, and parking areas, using materials pre-approved by the County; (b) pre-event setup and staging activities; (c) posting of public notices at the County Park entrance at least one week prior to Event commencement for the purpose of Informing park goers of the Event; and (d) placement of a sufficient number of portable restrooms so as to satisfy the restroom needs of anticipated Event participants, spectators and sponsors. Licensee agrees to (1) staff workers or volunteers at the park at all times during the event, (2) remove any placed materials and scaffolding materials by 5:00 p.m., on the day after the event is completed, (3) remove any placed portable toilets by 5:00 p.m. on the day after the event is completed. Licensee agrees to leave the County Park in substantially the same or as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the County, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and Its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the County in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors in those areas that are not being used for purposes of the Event. No person shall use any loudspeaker or other amplifier without prior permission of the County, and in no event will these items be used between the hours of 12:00 a.m. midnight and 7:00 a.m. on Fridays and Saturdays and 10:00 p.m. and 7:00 a.m. on Sundays through Thursday at the Frio County Regional Park. At all other Frio County Parks, generators and/or amplified sound must be turned off between the hours of 8:00 p.m. and 7:00 a.m. on Fridays and Saturdays and 6:00 p.m. and 7:00 a.m. on Sundays through Thursday.

1.7 Alcoholic Beverages shall not be consumed in the park, except in approved areas as listed in the Frio County Park Rules, attached and incorporated into this agreement for all purposes by reference as Exhibit A. Alcoholic beverages are to be sold only by NPOs under beer/wine ("picnic license") license issued for same by the Texas Alcoholic Beverage Commission. Park patrons will be allowed to bring alcoholic beverages into the park for consumption purposes only and only in the same area as mentioned above. No beverages in glass containers will be sold or allowed in the park. Licensee agrees that it has not purchased a license sufficient to allow the sale of alcoholic beverages during the term of this license.

II. TERM OF LICENSE

2.1 The License is granted for _____ day(s): beginning _____, at approximately _____, and terminating on _____, at approximately _____ (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay a fee of _____ prior to the signing of this agreement and commencement of the event.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel as reasonably necessary (as outlined in the Frio County Park Rules) to ensure the safety and Integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Pearsall or other governmental entities.

V. CONTROL OF FRIO COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the County and the Frio County Road and Bridge Department, or its designees, while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with County representatives prior to commencement of the Event. Licensee shall be responsible for contacting the Frio County Road and Bridge Department, or other authorized County representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Frio County Parks Rules and ensure that all patrons of the event similarly follow those park rules. A failure by Licensee to follow or enforce the Frio County Park Rules will result in termination of the agreement and default.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the County, or their designated representatives, and such action is expressly authorized herein by the Frio County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS FRIO COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 In the aggregate, with Frio County named as an additional Insured. Licensee will provide County with a certificate from its carrier evidencing such insurance.

VIII. SAFETY AND SECURITY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

8.2 Licensee must employ and pay the required number of Frio County Peace Officers to provide security during the term. The minimum number of officers required for security is one (1) Frio County Peace Officer per 50 individuals attending the event with the officer being employed for a minimum of four (4) hours. Fees are negotiable between the officer(s) and the Licensee.

IX. Portable Restroom Facilities

9.1 Licensee must provide portable restrooms ("porta-potties") an additional complement to the park's restrooms. Two Portable restroom facility will be required for every 50 expected patrons.

X. AMENDMENTS

10.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF FRIO COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF FRIO COUNTY.

XI. NON-ASSIGNMENT OF RIGHTS

11.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, Including all copyrights, rights of publicity, trademarks and other legal Interests and rights.

XII. NOTICES

12.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in Writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:
addressed as follows:

If to Licensee:

If to Licensors:

Hon. Arnulfo C. Luna
Frio County Judge
Frio County Courthouse
500 E. San Antonio Street
Pearsall, Texas 78061

XIII. VENUE AND CHOICE OF LAW

13.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN FRIO COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIV. MEDIATION

14.1 When mediation is acceptable to both parties and further agreed to in writing in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XV. TERMINATION

15.1 Violation of any of the terms of this License Agreement or the Frio County Park Rules will result in the immediate termination of this License Agreement.

15.2 Licensee agrees that if the License Agreement is terminated, the event will immediately cease, all patrons and Licensee will be removed from the property as soon as reasonably and safely possible.

XVI. ENTIRETY OF AGREEMENT

16.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

EXECUTED by **COUNTY** on this the _____ day of _____, 201__ as per resolution duly put, adopted and passed by the Commissioners Court of Frio County, Texas.

EXECUTED by **LICENSEE** on this the _____ day of _____, 20__.

FRIO COUNTY, TEXAS:

LICENSEE

Hon. ARNULFO C. LUNA
Frio County Judge

Name: _____
Title: _____

ATTEST:

Hon. AARON IBARRA
Frio County Clerk

By: _____
(Chief) **Deputy Clerk**