

Caldwell County Community and Evacuation Center License and Use Agreement

This Caldwell County Community and Evacuation Center License and Use Agreement (this “Agreement”) is made and entered into by and between Caldwell County, Texas, a political subdivision of this State of Texas, (the “County”), acting by and through its duly authorized Caldwell County Community and Evacuation Center General Event and Facility Manager (the “Manager”), and the undersigned individual or entity (“Licensee”) relating to the license and use of the Caldwell County Community and Evacuation Center (the “Center”). As used in this Agreement, the term “Manager” means the Manager or any individuals working at the Manager’s direction with respect to the duties of the Manager set forth herein.

1. License. In exchange for the Security Deposit, License and Use Fees and other fees described in Paragraphs 3 and 4, the County does hereby grant, subject to the terms and provisions hereof, to Licensee permission to use the areas of the Center specified in **Exhibit A** attached hereto and made a part hereof (collectively referred to as the “Licensed Facilities”), for the purpose of holding the event set out and described in said exhibit (the “Event”). Licensee’s use is restricted to the Licensed Facilities, including the use of the parking area adjacent to the Licensed Facilities, and any avenues of ingress and egress to the Licensed Facilities and such parking areas.

2. Term of License. The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times set forth in **Exhibit A**.

3. Fees and Payment.

(a) License and Use Fees. Licensee hereby covenants and agrees to pay to the County the fees and other charges set out in **Exhibit A** for the use of the Licensed Facilities (collectively the “License and Use Fees”).

(b) Optional Services and Equipment. Optional Services and equipment are available at the rates set forth in Exhibit B attached hereto and made a part hereof.

(c) Acceptable Forms of Payment. The County accepts payment by cashier’s check, money order or credit card (with a 3% service charge) only. Any checks returned for any reason will be subject to the fees set out in **Exhibit A** as well as be referred to the Caldwell County Attorney’s Office for prosecution and collection.

(d) Place for Payment. Licensee shall pay all fees and amounts due hereunder at the Manager’s office at 2947 North Magnolia Ave., Luling, Texas 78648.

(e) Payment Terms. All fees and any damages that Licensee is obligated to pay hereunder shall be paid in accordance with the payment terms set out in **Exhibit A**.

(f) Untimely or Insufficient Payment. If Licensee fails to timely pay any amounts due under this Agreement, all amounts not paid shall bear interest at the highest rate allowed under applicable law and the County will retain the Security Deposit. Time is

of the essence for the payment of all amounts hereunder. **Licensee hereby acknowledges that strict compliance with payment due dates is required and that there is no grace period pertaining to such payments.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy the County may exercise, at law or in equity, for Licensee's failure to timely pay. Furthermore, the County may deny Licensee from any future use of the Center due to a failure to timely pay.

4. Security Deposit. The Center requires the Licensee to deposit with the Center, as a security deposit (the "Security Deposit") for the Licensed Facilities, the amount set out in **Exhibit A.** The full execution of this Agreement and payment of the Security Deposit reserves the Licensee's Event date(s) and public or private promotion for the Event may take place thereafter. The Security Deposit may be applied to any fees, costs, damages or other amounts that the Licensee may become obligated to pay hereunder. If no damages are incurred, clean-up is satisfactorily completed and no other fees, costs, or other amounts are owing by the Licensee following the Event and move-out, the Security Deposit may be refunded approximately thirty (30) days after the Event.

5. Management and Control of Facility. The County retains control and management of all areas of the Center, which include the parking lot, meeting rooms, conference rooms, catering/warming kitchen, and restrooms (collectively the "Center Premises") at all times and shall have the right at all times to enforce all terms and conditions described herein and shall have the right to eject any or all persons who fail or refuse to comply with such terms and conditions. Center employees are responsible for management and maintenance of the Center Premises and shall have the right to access the Licensed Facilities at any time during any event.

6. Hours of Operation. The Center's hours of operation are as follows:

Center Office Hours: Monday-Friday 8 am - 5 pm

Event Hours: Monday-Sunday between the hours of 8am - 12am

NOTE: The above hours of operation may be affected by holidays observed by the County and may be subject to change.

7. Afterhours Access; Night Watchman. At least fourteen (14) calendar days in advance of the Licensee's move-in date, Licensee must notify Center Management of any need for access to the Licensed Facilities between the hours of 10:00 p.m. to 6:00 a.m.

8. Security. Uniformed peace officer(s), commissioned in the State of Texas, are required at all Events. Officers must be contracted independently by Licensee at least thirty (30) days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to the Manager. Officers must be paid individually and directly by Licensee. The Licensee is responsible for contacting the Caldwell County Constable's office by calling 512-359-4711, the Caldwell County Sheriff's office at 512-398-6777, the Luling Police Department at 830-

875-5407 or the Lockhart Police Department at 512-398-4401. The number of security officers for an event is determined by the applicable agency based on event size and risk level.

9. Event Staffing. Licensee shall provide all ushers, announcers, ticket takers, clean-up crews and other personnel necessary to conduct the Licensee's activities and obligations at the Event. Licensee must have an authorized representative, who has decision-making authority, on the Licensed Facilities at all times during the Event and, if Licensee fails to do so, the Center Manager may suspend the Event until such time that Licensee provides an on-site authorized representative. Licensee shall provide a list of key Event staffing contacts by name and phone number to the Manager at least seventy-two (72) hours in advance of Licensee's move-in date. A Center employee may, at the option of the Manager, be on-site or on-call while the Licensed Facilities are occupied. This will be determined on an event-by-event basis and finalized during planning meetings.

10. Floor/Area Plans; Keys; Parking. Licensee shall submit floor/area plans to the Manager at least fifteen (15) calendar days in advance of the Event. The plan should include alcohol distribution and consumption areas, decorations, dimensions of all aisles, booths, table, chair locations, parking areas, loading areas, unloading areas, etc. All keys issued to the Licensee must be returned upon departure. If a key is lost, misplaced or otherwise not returned the Licensee shall be pay the expense of having all Center doors impacted re-keyed. The Manager will work with the Licensee on parking spaces, loading and unloading spaces, specific needs, requirements for fire safety standards and Center requirements. Vehicles must be parked at all times in the parking lots and not in the drive ways. Vehicles may unload and load at designated locations agreed with the Manager but shall not remain after they are unloaded or loaded, as applicable.

11. Use Restrictions. The following is a non-exhaustive list of reasons the County may refuse, in its sole discretion, event booking requests:

- (a) the event may cause undue or unusual damage to the Center Premises;
- (b) the event may violate local, state or federal laws, rules or regulations;
- (c) the event may cause liability to the County;
- (d) the event may be obscene pursuant to state and/or federal laws;
- (e) the event may be defamatory to the County;
- (f) the event conflicts with a similar event previously scheduled on the Center Premises (once a License and Use Agreement has been fully signed and the Security Deposit has been paid in full to the County, the County may, in its sole discretion and without obligation, choose not to schedule a like event on any part of the Center Premises during the same period of time);
- (g) prior violations of any terms and conditions of a License and Use Agreement and/or policies of the Center;

- (h) prior disregard for persons or property while using the Center Premises;
- (i) prior conduct at the Center Premises which is deemed by the County to be of an inappropriate manner; and/or
- (j) failure to make full payment or timely payment for any and all charges and fees relating to the Center.

12. Setup and Teardown. Setup and teardown for the Event must be done on the same day as the Event, unless the Event is more than one (1) day. If the Center is not licensed to another party within fourteen (14) days prior to the Event the Licensee may request use of the Center for setup beginning no earlier than 5:00 PM on the day prior to the Event at the rates set forth on Exhibit A. Teardown and cleanup of the Center must occur no later than 12:00 AM of the last day of the Event unless Licensee has requested otherwise at least fourteen (14) days in advance of the Event. Teardown and cleanup occurring after the last day of the Event will be charged at the rates set forth on Exhibit A.

13. Cancellation by Licensee. If Licensee cancels this Agreement more than sixty (60) days prior to the date of the Event Date, fifty percent (50%) of Licensee's Security Deposit will be refunded. Cancellation at any time thereafter will result in a forfeiture of the entire Security Deposit,

14. Rescheduling. A rescheduling fee, as set out in **Exhibit A**, shall be applied to events that are rescheduled to a date that is in excess of sixty (60) calendar days from the Licensee's original scheduled event date. Any event that is rescheduled on a date that is within sixty (60) calendar days of the Licensee's original scheduled event date will be handled as a cancellation and Licensee will be required to pay any applicable cancellation fees hereunder and will need to rebook its event. Any rescheduling will be subject to availability.

15. Cancellation and Termination by County.

(a) **DISASTER/EMERGENCY. IN THE EVENT OF A NATURAL OR MAN-MADE DISASTER AND/OR RECOVERY EFFORTS ALIGNED TO THE DISASTER, THE CENTER PREMISES MAY BE USED AS AN EVACUATION SHELTER, VACCINATION CENTER, AND/OR EMERGENCY CENTER. THE COUNTY RESERVES THE RIGHT TO CANCEL OR TERMINATE THIS AGREEMENT, IN WHOLE OR IN PART, AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE, IF THE FACILITY IS NEEDED FOR EMERGENCY MANAGEMENT, DISASTER RESPONSE, PUBLIC SAFETY PURPOSES, OR OTHER GOVERNMENTAL USE, AS DETERMINED BY THE COUNTY. USE OF THE CENTER IS SUBJECT TO IMMEDIATE CANCELLATION IF REQUIRED FOR EMERGENCY SHELTERING, EVACUATION, OR DISASTER-RELATED OPERATIONS. THE COUNTY WILL MAKE REASONABLE EFFORTS TO PROVIDE AS MUCH NOTICE AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT IMMEDIATE CANCELLATION MAY OCCUR WHEN NECESSARY.**

THE COUNTY RETAINS THE RIGHT TO ACCESS THE FACILITY AT ALL TIMES. THE LICENSEE AGREES NOT TO INTERFERE WITH ACCESSIBILITY FEATURES, LIFE-SAFETY SYSTEMS, OR

EMERGENCY OPERATIONS, AND SHALL NOT DAMAGE THE FACILITY. LICENSEE FURTHER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, INCLUDING ALL NON-DISCRIMINATION REQUIREMENTS.

THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY PERSONAL PROPERTY OF THE LICENSEE OR ATTENDEES. IN THE EVENT OF CANCELLATION UNDER THIS SECTION, THE LICENSEE'S AGREEMENT WILL BE VOIDED AND AS LICENSEE'S SOLE AND EXCLUSIVE REMEDY THE SECURITY DEPOSIT AND OTHER FEES ACTUALLY PAID WILL BE RETURNED TO THE LICENSEE. PERSONAL PROPERTY LEFT ON-SITE DURING AN IMMEDIATE CANCELLATION WILL BE DOCUMENTED AND STORED ON-SITE BY THE COUNTY. PICK-UP OF SUCH ITEMS MAY BE COORDINATED BY THE MANAGER AS SOON AS DISASTER/EMERGENCY OPERATIONS HAVE CONCLUDED. THE COUNTY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

(b) Convenience. This Agreement may be canceled without liability to the County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if the County finds that the use or proposed use will be detrimental to the health, safety or morals of the County or to the efficient operation of the Center, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case any part of the Center shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the Agreement difficult or impossible to perform, (e) the existence of any of the Use Restrictions set out herein, and/or (g) for convenience and without cause upon sixty (60) calendar days written notice to Licensee; provided; however, in the event of the County's termination for convenience and without cause, it is understood and agreed that only the Security Deposit, if any, and any prepaid fees received by the County at the time of termination may be reimbursed to Licensee and that no penalty will be assessed for the County's termination of this Agreement for convenience.

(c) Termination. The County may terminate this Agreement, evict the Licensee and any or all guests and/or invitees, and retain the Security Deposit in the event that (i) the Licensee and/or a guest or invitee violates the law at the Center, (ii) unruly behavior at the Event creates the risk of harm to a person at the Center, (iii) unruly or negligent behavior at the Event which causes or may cause material damage to the Center and/or its furnishings, (iv) the Licensee fails to pay any amounts pursuant to this Agreement, or (v) the Licensee overstays beyond the departure date/time. This termination clause does not limit the amounts recoverable from the Licensee for damages, repairs and/or clean up.

16. Insurance Requirements. Upon Licensee's execution of this Agreement, Licensee shall provide the Manager with a Certificate of Insurance evidencing the insurance requirements set out herein. Licensee shall carry Commercial General Liability Insurance for all events at the Center in accordance with the following coverage requirements:

- (a) One million dollar (\$1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury.
- (b) Damages to Rented Premises coverage in the minimum amount of \$100,000;
- (c) Medical Expenses coverage in the minimum amount of \$5,000;
- (d) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
- (e) The policy must list the dates of use (including move-in/move-out);
- (f) The policy must name of the Event under description of operations; and
- (g) **The policy must name Caldwell County, Texas as a certificate holder and additional insured.**

All policies of insurance provided by the Licensee must comply with the requirements set forth herein and the laws of the State of Texas. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company.

The County reserves the right to review the insurance requirements set forth herein and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Licensee.

At least fourteen (14) calendar days prior to Licensee's Event, Licensee shall provide the Manager with a copy of a Certificate of Insurance evidencing the insurance requirements hereunder. The County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the parties or the underwriter of any of such policies. Damages caused by the Licensee and not covered by insurance shall be paid by the Licensee.

17. Cleaning. Areas of the Licensed Facilities must be left in the state and condition that they were found prior to the Event. Licensee shall clear all tables and take all of their items from the Center when they leave.

18. Freight. All freight is the responsibility of the Licensee. All freight deliveries require advanced coordination and approval of the Manager. Uncoordinated delivery of freight may be denied and is subject to return to sender at no expense to the Center. Any freight delivered before an event must have permission from the Manager. Any freight left after an event move-out date or time will be assessed a daily fee as set out in **Exhibit A**. Deliveries for event coordinators

may be accepted by Center employees with prior approval by the Manager; provided, however, any risk of loss for such deliveries shall remain solely with the Licensee and the County shall not be required to provide any safekeeping or care for such deliveries.

19. Safety; First Aid. Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Licensee's use of the Licensed Facilities. Licensee's safety program shall comply with all applicable federal, state and local laws and regulations. Licensee is encouraged to contract and provide certified first aid personnel during the Licensee's use of the Licensed Facilities. Licensee assumes total responsibility for the qualifications and actions of its first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy of same must be filed with the Manager's office by the close of each day that any accidents or incidents occur at Licensee's Event.

20. Glass Containers. Glass drinking containers are not permitted on any of the Center Premises including its parking lots.

21. Alcohol Terms and Conditions. The following terms and conditions shall apply when alcohol is served and/or consumed during the Event:

(a) Alcohol may only be provided by an Approved Alcohol Vendor/Concessionaire with adequate liquor liability insurance coverage.

(b) At least fourteen (14) calendar days prior to the Event, the Center shall be provided with a copy of a Certificate of Insurance evidencing the following minimum liquor liability insurance requirements:

(i) Liquor liability coverage limits of \$1MM per occurrence and \$2MM in the aggregate or more;

(ii) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;

(iii) The policy must list the dates when alcohol will be provided and/or consumed during the Event;

(iv) The policy must name the Event under description of operations; and

(v) **The policy must name Caldwell County, Texas as a certificate holder and additional insured.**

(c) The Licensee must provide adequate security for any events serving or selling alcohol, as set out herein.

(d) Guests attending events shall never be allowed to bring alcohol into the Event. "Bring your own bottle" is prohibited in all areas of the Center Premises.

(e) The serving of all alcohol must cease at least thirty (30) minutes prior to the scheduled end of the Event but may be ceased sooner if deemed necessary.

(f) The Floor/Area Plans required herein must detail the location, time and security plans relating to the sale/distribution and consumption of alcohol. No alcohol may leave the designated areas set forth in the Floor/Area Plans.

(g) No glass containers of alcohol of any kind may be sold or provided.

(h) All Texas Alcoholic Beverage Commission rules must be followed.

(i) If alcohol is to be sold or provided at a ticketed event in any Center Premises, the following requirements must be met:

(i) Approved Alcohol Vendor/Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws) to provide alcohol sale and service for the Licensed Facilities.

(ii) Approved Alcohol Vendor/Concessionaire must provide certificate of insurance including liquor liability as described herein.

(iii) Approved Alcohol Vendor/Concessionaire must provide security plan to the Manager for final approval a minimum of thirty (30) calendar days prior to the Event.

(j) If alcohol is to be provided to the general public for free, or otherwise made available on the Center Premises, the following requirements must be met:

(i) Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with a current liquor license to provide alcohol sale and service for the Licensed Facilities.

(ii) Approved Alcohol Vendor/Concessionaire must provide certificate of insurance including liquor liability as described herein.

(iii) Approved Alcohol Vendor/Concessionaire and the Licensee must provide security plan to the Manager for final approval a minimum of thirty (30) calendar days prior to the Event.

(k) If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available at the Event, the Licensee, participants, spectators and anyone else involved with the Event are subject to removal, citation or arrest at the discretion of the Caldwell County Sheriff's Office.

22. Vendors. For purposes of this License & Use Agreement, a "vendor" is any individual or company that is providing a service or product for sale or distribution on the Center Premises. All vendors must be approved by the Licensee and the Manager prior to the Event.

23. Concessions. When the Center has contracted with a year-round concessionaire, all concessions must be provided exclusively by the approved year-round concessionaire for the Center. Licensee will have the option of buying out the County's concessionaire at a negotiated rate based on per guest entries for all entrants over the age of three (3). The concession buyout fee will be added to fees payable to the County under this Agreement. Vendors performing services under the concession buyout will be held responsible for completing and complying with the Center's concession permit process.

24. Catering. The Center allows catering through a list of Approved Caterers. Approved Caterers shall be charged a surcharge as outlined in the Center's caterer's permit. Cooking on the Center Premises may be allowed only by approval of the Manager.

25. Food Safety. Food vendors that are providing food for the public at the Event must follow the Center's permitting process, which requires that all food vendors be permitted through the City of Luling's Code Enforcement Department by calling 830-875-5131 ext. 2110 or ext. 2211. When an event involves a temporary food service operation or food demonstration, Licensee shall be responsible for complying with all State Health Department guidelines and requirements. The City of Luling Code Enforcement Department can issue a temporary food service certificate for such events.

26. Advertising and Marketing. Center employees shall not be responsible for Event promotion, including social media live feeds and other forms of social media content. The Caldwell County official logo may not be used on any promotional material without the express written consent of the Caldwell County Commissioners Court.

27. Facility Alterations. Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the Center Premises without prior written authorization of the Manager. All alterations must be requested in writing and submitted a minimum of thirty (30) business days prior to the Event.

28. Decorations. Licensee shall not hang signs, bunting or other advertising materials anywhere on the Center Premises without prior approval of the Manager. The Licensee is responsible for their own safety and the safety of those associated with its Event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted including, but not limited to, the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers, pyrotechnics or fireworks are prohibited at the Center.

29. Helium Balloons. Helium balloons may not be distributed or sold in/on or around the Center Premises. With prior approval of the Manager, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in/on or around the Center Premises during the Event, a charge for the removal of the balloons will be assessed to the Licensee. Helium balloons that escape to the ceiling are subject to an excessive clean-up fee, as set out in **Exhibit A**.

30. Flammable and Hazardous Materials. Flammable liquids or materials under high pressure are prohibited in, on or around the Center Premises. This includes; but is not limited to gasoline, kerosene and propane.

31. Candles. Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and for enclosed tea light candles on tabletops. Any other open flame will be allowed only at the discretion and written consent of the Fire Marshal having jurisdiction over the Leased Premises and must comply with the International Fire Code Section. There shall be no pyrotechnics inside any areas of the Center Premises.

32. Smoking and Vaping. Smoking or vaping may only be conducted in designated areas of the Center Premises.

33. Fog and Smoke Machines. Use of fog or smoke machines is restricted to only outside areas of the Center Premises and shall not be used inside any enclosed areas of the Center Premises.

34. Exit Doors and Fire Code. A 10' clearance on both sides of all Center Premises exit doors, (egress and ingress) must be maintained at all times without any physical obstacles. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies or issues arising out of Fire Code issues or violations will be decided upon by the Manager and the Luling Fire Department having jurisdiction over the Leased Premises.

35. Automobiles. Automobiles will not be allowed in the Center Hall without written authorization of the Manager at least fourteen (14) calendar days prior to the Event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

36. Hazardous Waste. The Licensee agrees, at all times Licensee is on County property, it will not have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by the County and/or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify Manager and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Caldwell County property. In the event the Licensee, or its agents, vendors, concessionaires or employees dump grease in the Center Premises' sewer system, or at locations not authorized by the Manager, or shall otherwise violate the provisions of this paragraph, the County will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by the County. Such fine or penalties shall be imposed by the County for each infraction and Licensee shall be deemed in material breach of this Agreement and subject to immediate termination of this Agreement and removal from the property.

37. Electrical: Events requiring special electrical supply or arrangements must provide a detailed layout of the electrical needs to the Manager thirty (30) calendar days prior to Licensee's Event and an additional electricity charge will be assessed.

38. Guns and Gun & Knife Show Policy. Exhibitors displaying firearms at the Event must comply with all federal, state and local laws governing the possession and/or sale of firearms. Firearms may not be loaded or fired in the interior or exterior of the Center Premises, including parking areas during the Event. If the Event is a gun show, non-permitted or non-authorized individuals who obtain a firearm or handgun at the Event must leave the Center Premises immediately upon acquiring such firearm. Firearms exhibited, sold or exchanged at gun show events must have their trigger mechanisms secured with tie wraps or similar devices. Licensee must provide adequate security during gun show events.

39. Animals. No animals of any kind are permitted at the Center other than service animals in compliance with ADA and federal grant requirements for a public facility.

40. INDEMNIFICATION.

(a) INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH OR FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR THE CENTER PREMISES. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNITEE. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

(b) INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST CLAIMS,

DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR THE CENTER, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE.

40. Intellectual Property. Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Event at the Licensed Facilities and LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. As set out herein-above, the County logo may not be used on any promotional material without the express written consent of the County Commissioners Court.

41. Liability and Limitations of Parking. The County shall not be responsible for fire, theft, damage to or loss of vehicles, trailers, other motorized equipment, personal property or articles left parked or situated on County property. Licensee shall be responsible for requesting designated parking. Individuals who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

42. Limitation of Liability. Notwithstanding anything herein to the contrary, the County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Licensed Facilities or the Center Premises, however arising, even if the County has been advised of the possibility of such damages. Licensee hereby agrees that the County's liability for damages arising out of, relating to, or in any way connected with this Agreement will not in any event exceed the amounts received under this Agreement. Licensee is hereby advised and encouraged to procure event cancellation insurance. The County shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly.

43. Lost or Stolen Items. The County shall not be responsible, under any circumstances, for property of the Licensee while on the Center Premises. Center management will accept lost and found articles for distribution during normal business hours. In addition, Center management is not responsible for any loss of any type of articles, equipment, personal property, exhibits, displays or materials left unattended on the Center Premises. The usage of security personnel when such articles, equipment, personal property, exhibits, displays or materials are left in buildings or on the Center Premises shall be the responsibility of the Licensee. All articles, equipment, personal property, exhibits, displays or materials may be brought into the Licensed Facilities only at move-in date and times designated by this this Agreement. Licensee assumes all responsibility for all

articles, equipment, personal property, exhibits, displays or materials, which may be placed in the County's storage before, during, or after Licensee's event.

44. Parking and Roadways. Multiple events may be conducted simultaneously at the Center by different individuals and entities. It is the Licensee's responsibility to coordinate with the Manager on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency services equipment and apparatus, as well as for County maintenance workers. Parking lots are subject to availability.

45. Responsibility. Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the Event.

46. Capacity. Licensee shall not admit to the Licensed Facilities a larger number of persons than the seating and/or occupancy capacity thereof. The determination of the Manager on capacity limits shall be final.

47. County Equipment. Without prior coordination and consent of the Manager, Licensees shall not operate County owned motorized equipment. Additionally, Licensee shall not dispose of, in any manner, equipment or materials owned by the County.

48. County Property. Licensee assumes responsibility for any items borrowed from the Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the Licensee's Security Deposit.

49. Media Rights. The County reserves the rights and privileges for outgoing television and radio broadcast originating from the Center Premises during the term of this Agreement. Should the County grant Licensee the privilege of conducting outgoing television and radio broadcast, the County has the right to require advance payment of any estimated cost related to such broadcasts to the Center and may also require payment for said privilege in addition to the other fees Licensee is obligated to pay under this Agreement. The grant of any broadcasting privileges must be in writing and obtained from the Manager in advance of the broadcast date.

50. Photos. The Manager may take photos of events held at the Center. These photos shall be the property of the County and may be used by the County for educational or promotional materials.

51. Photography Production. If Licensee's use hereunder is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Licensee and its successors, assigns and licensees. In connection with Licensee's use of the Licensed Facilities and the production of photography, Licensee may refer to an area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. The County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter

devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

Licensee hereby acknowledges and agrees that the Licensed Facilities used hereunder shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of such area that would be defamatory to the County. In the event Licensee should use the Licensed Facilities described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and the County may avail itself of any remedies allowed at law or in equity.

52. No Subletting or Assignment. Licensee shall not sublet, sublicense, assign, pledge, or hypothecate this Agreement or any of its rights hereunder, without the prior written consent of the County.

53. Governing Law; Venue. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Caldwell County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding its choice of law rules.

54. Force Majure. In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then such party shall not be liable to perform.

55. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

56. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

01. No Waiver. The failure or delay of a party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

61. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set forth on the signature page below.

62. Equality. Licensee shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public at its Event because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

63. Compliance. Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of the County and the State of Texas. Licensee agrees to comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules on the Center Premises and must act in good faith and cooperate with the County.

64. Entirety of Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

[Signatures on Next Page]

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE MUST SIGN THE AGREEMENT AND RETURN IT AND THE SECURITY DEPOSIT, IF ANY IS REQUIRED, TO THE CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE MANAGER. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

COUNTY:

Caldwell County, Texas

By: _____

Printed Name: Phyllis Hillhouse

Title: Caldwell County Community and Event Center – Event and Facility Manager, Authorized Agent

Date: _____, 20__

LICENSEE:

[entity name]

By: _____

Printed Name: _____

Title: _____

Date: _____, 20__

Address for Notices:

Caldwell County Community and Event Center
Attn: Event and Facility Manager
2947 North Magnolia Avenue
Luling, Texas 78648

EXHIBIT A
CALDWELL COUNTY COMMUNITY AND EVACUATION CENTER
Rental List

Name: _____ hereinafter called the "Licensee".

Event type: _____ Event Start Time: _____

Date(s) Reserved: Day(s) of Week _____ Date(s): ____/____/____

Will alcoholic beverages be served at this event? ____ Yes ____ No / Licensee's initials: _____

Fees: Refundable Deposit (due at time of reservation): \$1,000.00

Rent – Main Hall:

- Friday or Sunday (per day): \$2,500.00
- Saturday (per day): \$3,000.00
- Monday, Tuesday, Wednesday, or Thursday (per day): \$1,500.00
- Set-up Fee (tables, chairs, etc.) \$ 300.00
- Clean-up Fee (trash, tables, chairs, etc.) \$ 300.00

Rent – Half Main Hall:

- Friday or Sunday (per day): \$1,250.00
- Saturday (per day): \$1,500.00
- Monday, Tuesday, Wednesday, or Thursday (per day): \$1,000.00
- Set-up Fee (tables, chairs, etc.) \$ 300.00
- Clean-up Fee (trash, tables, chairs, etc.) \$ 300.00

Rent – Concourse:

- Friday or Sunday (per day): \$ 500.00
- Saturday (per day): \$ 750.00
- Monday, Tuesday, Wednesday, or Thursday (per day): \$ 400.00
- Set-up Fee (tables, chairs, etc.) \$ 300.00
- Clean-up Fee (trash, tables, chairs, etc.) \$ 300.00

Rent – Conference / Meeting Room (8 am – 5 pm): \$ 100.00

Additional Hour Rental Rates: Saturday @ \$187.50/hr. \$ _____
Friday or Sunday @ \$156.25/hr. \$ _____
Monday – Thursday @ \$62.50/hr. \$ _____

Prior Day rental (5:00 pm – midnight – if available) @ \$500 fee \$ _____

Freight Charges – Freight left over after event move-out (daily fee) \$100 \$ _____

Excessive Clean Up Charges (deducted from deposit if necessary) \$ _____

Rescheduling Fee (if date moved prior to 60 days) @ \$500 fee \$ _____

Refer to Exhibit B for Optional Services & Equipment

Total Amount Due: \$ _____

Initial Payment: \$ _____

Balance Due (at least 60 days before event): \$ _____

EXHIBIT B
CALDWELL COUNTY COMMUNITY AND EVACUATION CENTER
Optional Services and Equipment List

Equipment availability is not guaranteed and may vary based on maintenance, operational needs, or County use.

This list may be updated administratively by the Event and Facility Manager without further Commissioners Court action.

Furnishings and Decor

- Cocktail Tables (up to 20 tables/40 chairs) \$10.00 each
- Cedar Ceremony Arch \$100.00

Audio/Visual and Staging

- Portable Stage – Use and Setup \$75.00
- Projector and Screen – Use and Setup \$50.00
- PA/Sound System – Use and Setup \$50.00

Recreation

- Cornhole Game Boards (2 sets) and Bean Bags (8) \$50.00 per set

Beverage Service

- 55-Gallon Drums for Beer Kegs (TABC server use only) \$25.00 each

Administrative Services

- Copier Services (Manager's office) \$0.50 per page

Operational Services

- Forklift/Pallet Jack with Operator (business hours) \$75.00/hr.
- Freight and Materials Storage \$100.00/day

Notes:

- All optional items must be requested and confirmed at time of reservation.
- Availability is subject to change without notice.
- County reserves the right to substitute comparable equipment.
- Items borrowed from the Center are the responsibility of the Licensee; replacement costs will be deducted from the Security Deposit.