

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BURNET COUNTY, TEXAS
AND
BURNET COUNTY RODEO ASSOCIATION**

Effective Date: March 4, 2026

RECITALS

This Memorandum of Understanding ("MOU") is entered into by and between Burnet County, Texas, a political subdivision of the State of Texas ("County"), and the **Burnet County Rodeo Association**, a nonprofit organization exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code ("**Association**"), collectively referred to herein as the "Parties."

WHEREAS, the County is authorized to act in furtherance of economic development and other public purposes under Chapter 381 of the Texas Local Government Code and other applicable authority;

WHEREAS, the **Association** is a recognized nonprofit organization that organizes and promotes community events, including but not limited to rodeo competitions and demolition derby events, that generate economic activity and benefit the residents of Burnet County;

WHEREAS, the **Association** is planning an upcoming demolition derby event (the "Event") and has requested the use of County equipment and labor to assist with arena preparation for the Event;

WHEREAS, the County Commissioners Court has considered this matter and determined that the provision of County equipment and labor to assist with arena preparation for the Event serves a recognized public purpose, including economic development, pursuant to Chapter 381 of the Texas Local Government Code and other applicable authority;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I — PURPOSE

1.1 The purpose of this MOU is to set forth the terms and conditions under which the County will provide County-owned equipment and County employee labor to assist the **Association** with arena preparation for its upcoming demolition derby event, as authorized by Chapter 381 of the Texas Local Government Code and other applicable authority.

ARTICLE II — SCOPE OF COUNTY ASSISTANCE

2.1 **County Equipment and Labor.** Subject to the terms of this MOU, the County agrees to make available County-owned equipment and qualified County employees, on a schedule to be mutually agreed upon by the Parties, to assist with arena preparation activities for the Event, which may include, but are not limited to, grading, leveling, and otherwise preparing the arena surface for safe use during the demolition derby.

2.2 **Scheduling.** The specific dates, times, equipment, and personnel to be provided shall be coordinated between the County's designated representative and the **Association's** designated representative in advance of the Event. The County's ability to provide equipment and labor is subject to availability and the County's operational needs.

2.3 Supervision. County equipment shall be operated solely by authorized County employees or contractors. The **Association** shall not operate County equipment unless separately authorized in writing by the County.

2.4 No Guarantee of Outcome. The County makes no warranty or guarantee as to the fitness, sufficiency, or safety of any arena preparation work performed under this MOU. The **Association** is solely responsible for ensuring the arena is safe and suitable for the Event.

ARTICLE III — OBLIGATIONS OF THE ASSOCIATION

3.1 Cooperation. The **Association** shall designate a representative to coordinate with the County regarding scheduling and the scope of work to be performed, and shall provide timely access to the arena facility.

3.2 Public Purpose. The **Association** acknowledges that the County's provision of equipment and labor is conditioned upon the Event serving a recognized public purpose, including economic development for Burnet County. The **Association** agrees to cooperate with the County in documenting the economic impact and public benefit of the Event if requested.

3.3 Compliance with Laws. The **Association** shall ensure that the Event and all associated activities comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to safety regulations and permit requirements.

3.4 Insurance. The **Association** shall maintain, at its own expense, appropriate general liability insurance coverage in amounts sufficient to cover claims arising from the Event and shall provide evidence of such coverage to the County upon request.

ARTICLE IV — INDEMNIFICATION

4.1 Indemnification by **Association**. To the fullest extent permitted by law, the **Association** agrees to indemnify, defend, and hold harmless the County, its officers, employees, agents, and representatives (collectively, "County Indemnitees") from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) the **Association's** use of County equipment and labor under this MOU; (b) the planning, organization, promotion, or conduct of the Event; or (c) any act or omission of the **Association**, its officers, directors, employees, volunteers, agents, contractors, or attendees.

4.2 Proportionate Liability. Nothing in this Article shall be construed to require the **Association** to indemnify any County Indemnitee for claims arising solely from the gross negligence or willful misconduct of such County Indemnitee.

ARTICLE V — TERM AND TERMINATION

5.1 Term. This MOU shall become effective upon execution by both Parties and shall remain in effect for a term of one (1) year and may be renewed up to three (3) additional years, unless earlier terminated as provided herein.

5.2 Termination. Either Party may terminate this MOU upon written notice to the other Party. In the event of termination, the County shall have no further obligation to provide equipment or labor, and the **Association** shall remain responsible for any obligations accrued prior to termination.

ARTICLE VI — GENERAL PROVISIONS

6.1 No Employment Relationship. Nothing in this MOU shall be construed to create an employment relationship between the County and the **Association**, or between County employees and the **Association**.

6.2 No Assignment. Neither Party may assign its rights or obligations under this MOU without the prior written consent of the other Party.

6.3 Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties with respect thereto.

6.4 Amendments. This MOU may not be amended or modified except by a written instrument signed by duly authorized representatives of both Parties.

6.5 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising hereunder shall be in Burnet County, Texas.

6.6 Severability. If any provision of this MOU is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

6.7 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6.8 Authority. Each Party represents and warrants that the person executing this MOU on its behalf has full authority to do so and to bind the respective Party to the terms hereof.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

BURNET COUNTY, TEXAS



Bryan Wilson

County Judge, Burnet County, Texas

Date: 3/23/26

BURNET COUNTY RODEO ASSOCIATION



Cody Orman

President, Burnet County Rodeo Association

Date: 3/23/2026