

Williamson County Exposition Center

THIS AGREEMENT is made and entered into the ___ day of _____ by and between Williamson County, Texas, a political subdivision of this State of Texas, (hereinafter sometimes called "Licensor" or "Williamson County"). Acting by and through its duly authorized Williamson County Exposition Center General Manager, and _____ (hereinafter called "Licensee") as follows:

1. In exchange for the deposit and fee(s) described in paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended), to Licensee permission to use the area or real property specified in Exhibit "A" for the purpose of **PROVIDING ALCOHOL CONCESSIONS** Exhibit "A" is incorporated herein as if copied in full. Licensee's use is restricted to the below named areas including the use of the parking area adjacent to the reserved premises, and any avenues of ingress and egress to the premises and such parking areas.
2. The term of occupancy granted by this Agreement shall be on the dates and times indicated:

Facility	Move-in Date and Time	Event Date and Time	Move-Out Date and Time
EXPO			

3. **DEPOSIT:** Licensee agrees to deposit with the Williamson County Exposition Center as a security deposit for the above premises the sum of FIVE HUNDRED DOLLARS (\$500.00), the disposition of which shall be governed by the regulations governing the Williamson County Exposition Center. Licensee acknowledges a receipt of a copy of the schedule of the regulations governing the Williamson County Exposition Center and agrees and covenants to be bound by the terms thereof. Public or private promotion for any event may take place after the required security deposit is made to Williamson County Exposition Center. Security deposits are may be applied to fees. The deposit reserves the date and will cover any damage or insufficient clean-up resulting from the event. If no damages are incurred and clean-up is satisfactorily completed, the deposit will be refunded approximately 45 days after the event.
4. **HOURS OF OPERATION:** Event Hours: Sunday- Saturday 6:00 am- 12:00 am
 The Licensee should make every effort to end events in accordance with the agreed upon end times. The Licensee may be charged a rental extension fee of \$150.00/ hour beginning at 12:01 am. Extensions are subject to event circumstances and venue availability.
 A representative of the Licensee's party must be on premise for the duration of the event. Access to the Williamson County Exposition Center will conclude upon the departure of all Licensee representatives.
5. **PAYMENT:** The Licensee is responsible for paying the facility rental fee 30 days before the day of the License and Use. Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the Williamson County Exposition Center, for the use of the premises, the sum of **N/A AND 00/100 DOLLARS (\$0.00)**, payable as set forth. The License and Use fee of **N/A AND 00/100 DOLLARS(\$0.00)** shall be paid 30 days before the date of the event. The furniture, equipment and services fee of **N/A AND 00/100 DOLLARS (\$0.00)** shall be paid 15 days from the time of invoice which includes all required charges set forth in Licensee's schedule of fees and charges for additional services, accommodations or material furnished to or loaned to Licensee (**PENDING CONCLUSION OF EVENT) DOLLARS (\$0.00)** shall be paid within 15 business days from the time of invoice.
6. **PAYMENT:** Licensee acknowledges a receipt of a copy of the schedule or fees and charges and covenants that is bound thereby. Additional fees may apply if changes are made (hours, equipment, catering, etc.) Williamson County accepts payment by Cash, Check, Visa, and MasterCard only. Per Local Government Code we assess a 2.19% fee to each credit card transaction. Any checks returned by the bank for any reason will be turned over the County Attorney's office for prosecution.
7. **FACILITY:** Williamson County retains control and management of Williamson County Exposition Center at all times and shall have the right at all times to enforce all rules and regulations described hereto and shall have the right to eject any or all persons who fail or refuse to comply with the rules and regulations. Williamson County Exposition Center management employees are responsible for management and maintenance of the facility and shall have the right to access the facility at any time during any event.

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8. **ADVERTISING and EVENT MARKETING:** Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center management. Williamson County Exposition Center employees shall not be responsible for event promotion. The Williamson County government and/ or the Williamson County Exposition Center logo may not be used on any promotional material without the express written consent of Williamson County Exposition Center.
9. **EVENT STAFFING:** Licensee shall provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the License & Use Agreement. A Williamson County Exposition Center employee may be on site or on call while the facility is occupied. This will be determined on an event by event basis and finalized during planning meetings.
10. **FACILITY ALTERATIONS:** Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any part of the facility without prior written authorization of the Williamson County Exposition Center management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.
11. **SUB-LEASING:** Sub-leasing is not available. If sub-leasing is reported, the agreement will be immediately terminated.
12. **FLOOR/AREA PLANS:** Licensee shall submit floor / area plans to facility management at least 10 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, etc. Facility management will work with each Licensee on parking spaces, loading and unloading spaces, specific needs, requirements to ensure compliance with fire safety standards and facility requirements.
13. **MOVE IN-MOVE OUT:** Move in-move out rates are available Monday-Friday 8:00 am- 5:00 pm. Additional hours outside of 8:00 am- 5:00 pm on a move in-move out day will be subject to a \$20.00 / hour fee. (Move in-move out rates are not available Saturday and Sunday) Each event will be limited to one move in and one move out day at the move in-move out rate.
14. **CANCELLATIONS BY LICENSEE:** In order to receive a deposit refund less the \$100.00 cancellation fee, notice must be given 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. The Licensee will forfeit all of their contracted fees if cancellation is received less than 30 days before the time of event. Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in the Williamson County Exposition Center Policies. Licensee will forfeit deposit and any fees for cancellation of an event due to failure to comply with policies.
15. **CANCELLATION BY WILLIAMSON COUNTY:** This Agreement may be canceled without liability to Williamson 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 Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case the Property or any part thereof 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 and/or (f) if the Property is needed for public necessity or emergency use as determined by Williamson County.
16. **INSURANCE REQUIREMENTS-Comprehensive Liquor Liability Insurance** at least 14 days prior to the commencement of the term of this Licensee Agreement will provide proof of current comprehensive public liability insurance. Comprehensive public liability insurance is required for all events at the Williamson County Exposition Center. A one million dollar (\$1,000,000) with a two million dollar (\$2,000,000) aggregate public liability insurance for bodily injury or death is required. The policy must be effective during the contracted times as stated on the agreement, including move-in and move-out dates. The policy must list the dates (including move-in/move-out) and name of the event under description of operations. **The policy must name "Williamson County, Texas (Williamson County Exposition Center)" as a certificate holder and additional insured.**
17. **CLEANING:** Contracted areas should be left in the state that they were found. General cleaning is the responsibility of the Licensee in all licensed areas after an event. If the Licensee fails to complete clean-up, the Licensee risk losing deposit. For larger events and events open to the public, Williamson County Exposition Center management may require the delivery of a roll off dumpster for the event. The Williamson County Exposition Center is not responsible for any items left in the building after an event.

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18. **FREIGHT:** Any freight delivered before an event must be approved by the Williamson County Exposition Center management. Any freight left after an event move out date or time may be charged a fee of \$100.00 per day. Deliveries for event coordinators may be accepted by Williamson County Exposition Center employees with prior approval by facility management.
19. **FIRST AID:** Licensee and/or Event Holder may be required to provide, at the Williamson County Exposition Center management's discretion, certified first aid personnel during the agreement term. Licensee and/or Event Holder assumes total responsibility for the qualifications and actions of these first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with the Williamson County Exposition Center management office by the close of the event each day.
20. **SECURITY:** Uniformed officer(s), commissioned by a government agency, are required at all events having alcohol and/or any event having over 500 guests or at the discretion of the Williamson County Exposition Center management. The event described herein will have TBD certified, uniformed officers who are directly supervised by a governmental agency, scheduled from TBD until TBD. Officers are scheduled by Licensee and/or Event Holder and must be paid individually by Licensee and/or Event Holder at the commencement of the event.
Alcohol may not be served until officers have arrived and are in place.
The uniformed officer(s) is not a guest of the event. The uniformed officer(s) purpose of being present at the event is to provide security for the event.
Any event lasting longer than six hours may be required to have an additional uniformed officer.
21. **PHOTOS:** Williamson County Exposition Center management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center management for educational or promotional materials.
22. **ALCOHOL POLICY:** Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required. The Licensee and/or Event Holder must provide security for any events serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited at the facility for any event. All alcohol will be shut off at a minimum of 30 minutes prior to the scheduled end of your event but may be shut off sooner if deemed necessary.
23. **DECORATIONS:** The Licensee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures and/or do not comply with fire code are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or fireworks are not allowed on the grounds or in our facility. All decorations hung from ceilings or that require the use of equipment must be done by Williamson County Exposition Center staff and may be charged a \$50.00/ hour Forklift/Genie lift fee. Additional decorations hung by staff are subject to a \$20.00/ hour staff assistance fee. All staff assisted decorations must be delivered no less than 72 hours prior to the event with written instructions on where to place the decorations.
24. **CANDLES AND OPEN FLAMES:** Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the facility manager and must comply with Section 308.3. No pyrotechnics inside.
25. **FOG AND SMOKE MACHINES:** Use of fog or smoke machines is restricted to outside only. Inside use is prohibited
26. **AUTOMOBILES:** Automobiles will not be allowed in the Williamson County Exposition Center Exposition Hall without written authorization at least two weeks prior to your 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.
27. **EXIT DOORS AND FIRE CODE:** A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies arising out of Fire Code issues will be decided upon by the Williamson County Exposition Center management.
28. **ELECTRICAL:** Events requiring special arrangements (electrical drops) must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office with the completion of the final layout. Any changes after event set-up is complete may be charged a \$50.00/ hour Forklift/ Genie lift fee.

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29. **ANIMALS:** Licensee utilizing a Williamson County Exposition Center facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several of the Williamson County Exposition Center areas, refer to specific facility information; service dogs are the exception. As required by Texas Animal Health Commission, negative Coggins Test certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

30. **GENERAL COMPLIANCE:** Licensee agrees to comply with all applicable city, state and federal governmental agencies, laws, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.

Licensee must 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, Licensees shall comply with all posted rules within the Williamson County Exposition Center facility, and must act in good faith and cooperate with Williamson County.

31. **GLASS CONTAINERS:** Glass drinking containers are not permitted in any Williamson County Exposition Center facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the arena, barns or parking lot.

32. **FLAMMABLE AND HAZARDOOUS MATERIALS:** Flammable liquids or materials under high pressure are prohibited inside the Williamson County Exposition Center. This includes; but is not limited to gasoline, kerosene and propane.

33. **OPEN CARRYING OF FIREARMS:** The carrying of firearms is pursuant to current Texas Statute.

34. **HAZARDOUS WASTE:** The Licensee agrees, at all material times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson 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 facility management 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 Williamson County property. In the event the Licensee, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by facility management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by County. Such fine or penalties shall be imposed by facilities management for each infraction and Licensee shall be deemed in material breach of the License & Use Agreement and subject to immediate termination of the License & Use Agreement and removal from the property.

35. **INDEMNIFICATION :** To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Licensee's event, pursuant to the License & Use Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Licensee, any officer, employee, representative or agent of the Licensee, anyone directly or indirectly employed by the Licensee, or anyone for whose acts the Licensee may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Licensee is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees. Licensee's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Licensee or anyone directly or indirectly employed by Licensee, or anyone for whose acts Licensee may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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WARNING: UNDER TEXAS LAW (TEX.CIV.PRAC.&REM.CODE#87.003) A “PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETATIVE BASIS IN A LIVESTOCK SHOW”.

36. **USE OF COUNTY EQUIPMENT PROHIBITED:** Without prior coordination and agreement of facility management, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County government.
37. **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. Licensee agrees to indemnify, defend and hold Williamson County, its officers, agents, and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Williamson County government logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.
38. **LIABILITY AND LIMITATIONS OF PARKING:** Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Licensees are responsible for requesting designated parking. Guests of the Williamson County Exposition Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.
39. **LIMITATIONS OF LIABILITIES:** Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages or damages resulting from the use of the Williamson County Exposition Center, however arising, including failure of voice or data lines, even if Williamson County has been advised of the possibility of such damages. Williamson County liability will in no event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the License & Use Agreement. Users of Williamson County Exposition Center are advised to procure event cancellation insurance. Williamson County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of License & Use fees paid under the License & Use Agreement. Williamson County Exposition Center 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 through no fault of the Williamson County Exposition Center.
40. **LOST OR STOLEN ITEMS:** Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Williamson County Exposition Center premises. Williamson County Exposition Center management will accept lost and found articles for distribution during normal business hours. In addition, Williamson County Exposition Center management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County facility shall be the responsibility of the Licensee. All articles, equipment, exhibits, displays or materials shall be brought into the facilities only at such hours as designated by the License & Use Agreement. Licensee assumes all responsibility for any goods or material, which may be placed in County’s storage before, during, or after an event.
41. **PARKING LOTS AND ROADWAYS:** Multiple events may be conducted simultaneously at Williamson County Exposition Center. It is the Licensee’s responsibility to coordinate with facility management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.
42. **HELIUM BALLOONS:** Helium balloons may not be distributed or sold inside the facility. With prior approval of the facility management, 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 the facility, a charge for the removal of the balloons will be assessed to the Licensee.
43. **SMOKING:** No smoking is allowed inside the Williamson County Exposition Center buildings.
44. **RESPONSIBILITY:** Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event.

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45. **CAPACITY:** Licensee shall not admit to the premises a larger number of persons than the seating capacity thereof. The ruling of the Williamson County Exposition Center Manager on this question shall be final.
46. **COUNTY PROPERTY:** Licensee assumes responsibility for any items borrowed from the Williamson County Exposition Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the required security deposit.
47. **MEDIA RIGHTS:** Williamson County Exposition Center reserves the rights and privileges for outgoing television and radio broadcast originating from the Williamson County Exposition Center during the term of this agreement. Should the Williamson County Exposition Center grant Licensee such privilege, Williamson County Exposition Center has the right to require advance payment of any estimated related cost to Williamson County Exposition Center and may also require payment for said privilege in addition to License & Use fee. The grant of such privilege must be in writing and obtained from the Williamson County Exposition Center Manager in advance of the broadcast date.
48. **NO SUBLETTING AND ASSIGNMENT:** Licensee shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.
49. **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 Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
50. **FORCE MAJEURE:** 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 the respective party shall not be liable to perform.
51. **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.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE WILL NEED TO SIGN THE AGREEMENT AND RETURN TO THE WILLIAMSON COUNTY EXPOSITION CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE FACILITY MANAGER/ ACTING MANAGER.

WILLIAMSON COUNTY, TEXAS

LICENSOR

By: _____

Facility Manager

Date

LICENSEE

By: _____

Authorized Agent

Driver's License # Date

Exhibit "A"

Williamson County Exposition Center

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