

WILLIAMSON COUNTY EXPOSITION CENTER

LICENSE AGREEMENT

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE AGREEMENT ("Agreement") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of this state of Texas (hereinafter sometimes referred to as "Licensor", "Williamson County" or "County") and the Williamson County Livestock Association, Inc., a Texas non-profit corporation (hereinafter referred to as "Licensee") for the purposes set out herein.

1. Pursuant to *Tex. Local Gov't Code § 319.004* and in consideration of furthering the public purpose associated with a youth livestock show that benefits Williamson County, Texas and its residents, 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 holding a youth livestock show. 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 to Licensee for each of its events by this Agreement shall be on the dates and times indicated below:

Event Dates	Move-In Day and Time	Move-Out Day and Time
a. December 1-8, 2019	December 2 @ 6:00 am	December 8 @ 8:00 pm;
b. December 5-13, 2020	December 5 @ 6:00 am	December 13 @ 8:00 pm;
c. December 4-12, 2021	December 4 @ 6:00 am	December 12 @ 8:00 pm;
d. December 3-11, 2022	December 3 @ 6:00 am	December 11 @ 8:00 pm.

3. **FACILITY:** Williamson County retains control and management of the Williamson County Exposition Center at all times and shall have the right at all times to enforce all rules and regulations described herein 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 facilities and shall have the right to access the facilities at any time during any event. Licensee shall treat the Williamson County Exposition Center and its staff with respect and take all steps necessary to maintain the facility in the same condition that it was in prior to Licensee's use.
4. **LIVESTOCK SHOW SALE:** The Licensee may also conduct an auction in conjunction with the livestock show conducted by Licensee during the prior week's event and may award cash and prizes to the stock show participants.

5. **LIVESTOCK SHOW PARTICIPANTS:** For each event held by Licensee, the Licensee may only allow participants of the livestock show to be bona fide members of a 4-H Club or FFA Chapter in Williamson County. Such participants must be enrolled in, and attending, public or private and/or home school elementary or secondary school and must either reside in and/or be enrolled in, and attending, public or private and/or home school elementary or secondary schools in Williamson County. In determining eligibility by school enrollment, a private or charter school must be physically located in Williamson County and a public school district must have its district office located in Williamson County.
6. **ADVERTISING, EVENT MARKETING AND SPONSORSHIPS:** 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 employees shall not be responsible for event promotion. The Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Exposition Center.

In the event Licensee obtains sponsorships and publishes, advertises or places the names of sponsors on signage, Licensee shall list the "Williamson County Exposition Center" among the top tier level sponsors listed in all such publications, advertisements and signage.

7. **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 facilities are occupied. Staff presence will be determined on an event by event basis and finalized during planning meetings.
8. **FACILITY ALTERATIONS:** Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any the facilities without prior written authorization of Williamson County Exposition Center Management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.
9. **FLOOR/AREA PLANS:** Licensee shall submit floor / area plans to Williamson County Exposition Center Management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, etc. 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.
10. **MOVE IN-MOVE OUT:** Licensee's events must begin and end in accordance with the contracted times and dates set out herein. Move-in/Move-out days shall occur on the days and times as set out herein. Licensee may submit requests, in advance, for additional days or hours outside of the stated Move-in/Move-out days and times and the Williamson

County Exposition Center's Manager will either deny or accept such requests, at his or her sole discretion.

11. **CANCELATIONS BY LICENSEE:** Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in Williamson County Exposition Center Policies.
12. **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.
13. **INSURANCE REQUIREMENTS-Comprehensive Public 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.**
14. **SETUP AND TEAR DOWN:** Licensee shall be responsible for setting up and tearing down all livestock panels and pens, stage, tables, chairs, personal property and any other Williamson County Exposition Center's equipment used for Licensee's event. All items shall remain in the condition they were in prior to the event, reasonable wear and tear excepted. Licensee shall be responsible for any damages beyond reasonable wear and tear, as determined by Williamson County, and shall pay Williamson County for any such damages immediately upon demand and presentment of an invoice. Upon completion of Licensee's event and prior to the contracted move-out time, all livestock panels and pens, stage, tables, chairs, personal property and any other Williamson County Exposition Center's equipment used by Licensee must be placed back in the storage area in which they were originally located prior to the event.
15. **LIVESTOCK PANELS:** If the Williamson County Exposition Center has access to or possession of any livestock panels for use, then the panels will be provided to the Licensee at no cost. Otherwise, the Licensee is responsible for obtaining all panels for the event.

16. **CLEANING:** Williamson County will schedule a third-party janitorial company to maintain the restrooms and indoor facilities during the high occupancy times of Licensee's event and all costs associated with such maintenance and janitorial services shall be billed to and paid by Licensee. Licensee will be provided with a copy of the invoice from the County's janitorial service company that sets forth exact number of hours billed for Licensee's event including a final restroom janitorial cleaning after the event and the existing contract rate, without markup, charged for such services.

Williamson County Exposition Staff will be responsible for all paper and plastic trash pickup, disposal and haul-off.

Licensee shall pay Williamson County for fur trap drain cleaning following each event. Williamson County will ensure that the fur trap drain is operating properly and contains sufficient capacity prior to each of Licensee's events. As of the Effective Date of this Agreement, fur trap drain cleaning cost is approximately \$400.00. Williamson County will charge Licensee for such cleaning at cost without markup to Licensee.

General cleaning is the responsibility of the Licensee in all licensed areas after an event. Areas contracted for use by Licensee hereunder should be left in the state that they were found prior to the Licensee's event. If the Licensee fails to complete clean-up after an event, the Licensee shall pay, immediately upon demand and presentment of an invoice, for all cleaning expenses incurred by Williamson County. The Williamson County Exposition Center is not responsible for any items left in the building after an event.

17. **FREIGHT:** Any freight delivered before an event must have permission from the Williamson County Exposition Center Management. Any freight left after an event move out date or time will be charged a fee of \$100 per day. Deliveries for Event Coordinators may be accepted by Williamson County employees with prior approval by Facilities Management.
18. **FIRST AID:** Licensee may be required to provide, at Williamson County Exposition Center Management's discretion, certified first aid personnel during the Agreement term. Licensee 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 Williamson County Exposition Center management office by the close of the event each day.
19. **SECURITY:** Uniformed peace officers are required at all events having alcohol, any event having over 500 guests and/or at the discretion of the Williamson County Exposition Management. Officers must be scheduled by Licensee and must be paid individually by Licensee 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 or Licensee. The uniformed officer(s) purpose of being present at the event is to provide security for the event.

20. **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. Williamson County may not sell any photos taken during Licensee's event. Williamson County agrees that it shall not take or use photos of the Licensee's livestock show backdrop or taken from inside the show arena unless agreed to, in advance, by Licensee. Licensee hereby acknowledges the need to market and advertise Williamson County Exposition Center's events in order to promote the Williamson County Exposition Center and obtain other events and, with such need in mind, Licensee hereby agrees to cooperate with Williamson County and provide photos or other materials to Williamson County, without fee, for such purposes if Williamson County is not allowed to take photos inside the show arena during Licensee's events.
21. **ALCOHOL POLICY:** Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required by Williamson County. The Licensee 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 in all facilities for any event. The Approved Alcohol Vendor/ Concessionaire may be charged a percentage of the gross sales. All alcohol sales shall be stopped at a minimum of 30 minutes prior to the scheduled end of your event; provided, however, all alcohol sales may be stopped sooner if deemed necessary by Williamson County.
22. **CONCESSIONS AND CATERING:**
- A. Concessions: Concessions may be provided exclusively by the approved year-round Concessionaire for the Williamson County Exposition Center if the Williamson County Exposition Center is under such agreement at the time of the event.
- B. Catering: Licensee must follow the catering permit process with the Williamson County Exposition Center. Due to Licensee's event being for a public purpose and being authorized pursuant to *Tex. Local Gov't Code § 319.004*, Williamson County waives its standard surcharge relating to catering. However, all other catering regulations relating to a catering permit will apply. Cooking on the premises is allowed only by approval of the Williamson County Exposition Center Manager.
23. **FEE EVENTS:** If, during a contracted event period, Licensee would like to conduct a concert, dance or other event that members of the general public can attend upon purchase of a ticket, Licensee must request the consent of Williamson County. If Williamson County agrees to allow such concert, dance or other event, the terms and conditions for any such concert, dance or other event shall be set out in a written supplemental agreement to this Agreement and be executed, in advance, by both parties.
24. **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 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 balloons are not allowed on the grounds or in our facilities. All decorations hung from ceilings or that require the use of equipment must be done by Expo Staff and be delivered no less than 72 hours prior to the event with instruction on where to place. Decorations hung by staff are subject to a decoration fee.

25. **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 Williamson County Exposition Center Manager and must comply with Section 308.3. No pyrotechnics inside.
26. **FOG AND SMOKE MACHINES:** Use of fog or smoke machines is restricted to outside only. Inside use is prohibited
27. **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 Williamson County and state 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.
28. **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.
29. **ELECTRICAL:** Due to Licensee's event being for a public purpose and being authorized pursuant to *Tex. Local Gov't Code § 319.004*, Williamson County shall provide electricity for Licensee's event at no cost to Licensee. If special arrangements are necessary for Licensee's event, Licensee must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office 30 days prior to the event.
30. **ANIMALS:** Licensee utilizing a Williamson County 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 Williamson County Facilities, 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.

31. ANIMAL BEDDING:

- A. Participant or Licensee Provided Bedding: Licensee may either allow participants to bring in their own bedding (such as straw, shavings, hulls, etc.) or Licensee may choose to be the sole provider of any foreign materials used for bedding and, in such case, all participants in Licensee's event shall purchase animal bedding solely from Licensee. If Licensee chooses to be the sole provider of bedding, Licensee shall be responsible for the purchase and delivery of all bedding from a third-party vendor for its resale to participants.

If Licensee allows participants to bring in their own bedding or Licensee chooses to be the sole provider of bedding, the following conditions shall apply:

- i. Licensee shall be responsible for the clean-up, removal and haul-off of all animal bedding that is used during an event, as well as all costs associated with same;
- ii. All bedding clean-up, removal and haul-off must be completed by the end of the contracted event time; and
- iii. If the Licensee fails to complete the bedding clean-up, removal and haul-off after an event, the Licensee shall pay, immediately upon demand, for all bedding clean-up, removal and haul-off expenses incurred by Williamson County.

- B. County Provided Bedding: In the event Licensee chooses to not provide bedding or chooses not to allow its participants to provide their own bedding and Williamson County is the sole provider of bedding during Licensee's event(s), Williamson County shall be responsible for the purchase and delivery of all bedding from a third-party vendor for its resale to Licensee's participants, as well for the clean-up, removal and haul-off of all animal bedding that is used during Licensee's event(s). Williamson County uses the sales proceeds from bedding sales to pay for the costs associated with the clean-up, removal and haul-off of all animal bedding and, due to such fact, Licensee shall assist Williamson County in ensuring Williamson County is the sole provider of all bedding during Licensee's event(s) when Licensee chooses to not be the sole provider of bedding or not to allow its participants to provide their own bedding during Licensee's event(s).

- C. Notice of Election: On or before the thirtieth (30th) day prior to each of Licensee's events, Licensee shall notify the Williamson County Exposition Center Manager of its election to proceed under either the above Subsection A. (Participant or Licensee Provided Bedding) or Subsection B. (County Provided Bedding).

32. NIGHT WATCHMAN: Licensee shall provide, at Licensee's expense, a night watchman from 10:00 p.m. to 6:00 a.m. each night during which animals are on the premises.

33. **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 Expo Facility and must act in good faith and cooperate with Williamson County.

34. **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.

35. **FLAMMABLE AND HAZARDOUS MATERIALS:** Flammable liquids or materials under high pressure are prohibited in the Williamson County Exposition Center's Indoor Expo Hall, Show Office/ Event Office, Ron Morrison Meeting Room and Catering Kitchen. This includes; but is not limited to gasoline, kerosene and propane.

36. **OPEN CARRYING OF FIREARMS:** The carrying of firearms shall be pursuant to and in compliance with current Texas law.

37. **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 Facilities 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 Facilities 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 License & Use Agreement and subject to immediate termination of the License & Use License & Use Agreement and removal from the property.

38. **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 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.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) 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".

39. **USE OF COUNTY EQUIPMENT:** Without prior coordination and agreement of the Williamson County Exposition Center Manager, 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.
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. 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.

41. **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.
42. **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.
43. **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.
44. **PARKING LOTS AND ROADWAYS:** It is the Licensee's responsibility to coordinate with Facilities 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.
45. **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.

46. **RV PARK AND RV PARKING:** Event camping or use of RV's at a Williamson County Exposition Center shall only be allowed in designated areas for camping and parking of RV's. Williamson County Exposition Center Management will work with Licensee to determine location, additional fees and number of spaces allocated. All revenue generated from the Williamson County Exposition Center RV Park will be collected and retained by Williamson County.
47. **RESPONSIBILITY:** Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event.
48. **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.
49. **SMOKING:** No smoking is allowed inside the Williamson County Exposition Center buildings.
50. **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 charged to Licensee and immediately paid upon demand.
51. **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.
52. **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. This provision does not apply to the Williamson County Youth Fair. Licensee may allow the Williamson County Youth Fair to conduct its program at the Williamson County Exposition Center concurrently with Licensee's events.
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 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.

54. **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.

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.

IN WITNESS WHEREOF, Williamson County has caused this Agreement to be signed in its name by its duly authorized County Judge, as has Licensee, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

LICENSOR

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____, 20____

LICENSEE

WILLIAMSON COUNTY LIVESTOCK ASSOCIATION, INC.

By: Brian Turner

Printed Name: Brian Turner

Title: President WCLA

Date: October 22, 2019

Exhibit “A”

- Indoor Expo Hall
- Outdoor Covered Expo
- Main Covered Arena
- Covered Warm-up Arena
- Show Office/ Event Office
- Ron Morrison Meeting Room
- Catering Kitchen
- Pavilion (Upon Completion)