
LICENSE & USE AGREEMENT
(Williamson County Criminal Justice Facility Parking Garage)

This License & Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and WilCo Back Forty, LLC and Heyday Hospitality, LLC, jointly and severally (collectively referred to herein as the "User").

RECITALS

WHEREAS, County owns and has the right to use the area or real property in the City of Georgetown, Williamson County, Texas, described as Williamson County Criminal Justice Facility Parking Garage, located at 4th and Rock St, Georgetown, Texas;

WHEREAS, User desires to use a portion of the area described and specified in Exhibit A for its own purposes (the "Authorized Area");

WHEREAS, the User has agreed to accept the use on and subject to the terms herein set forth; and

WHEREAS, this License and Use Agreement shall not run with the property, but shall remain valid and in full force and effect in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the User hereby agree as follows:

AGREEMENT

1. USE:

The County does hereby grant, subject to the terms and provisions hereof, to User permission to use the Authorized Area, for the use described in Exhibit A hereto, and for no other purpose (the "Authorized Use").

2. INTERRUPTION OR TERMINATION OF AUTHORIZED USE:

County shall retain the rights to cause the interruption of any Authorized Use in the interest of public safety, and to likewise cause the termination of such Authorized Use when, in the sole judgment of County, such act is necessary in the interests of public safety.

3. **ASSUMPTION OF RISK:**

User, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by User or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the County's negligence or willful misconduct. User assumes full responsibility for any property damage or injury which may occur to User, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the County's negligence or willful misconduct.

4. **INDEMNIFICATION:**

User shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and User agrees to indemnify, defend, and hold harmless County and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by User or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the User or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the User or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the User hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of User or its

agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to User or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by User or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

5. STATUTES/PERMITS:

User hereby acknowledges that County requires compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Property.

6. NON-DISCRIMINATION:

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

7. LEGAL RECOURSE:

In the event the User violates any of the terms or conditions of this Agreement after notice and a reasonable opportunity to cure, County shall have, in addition to any other legal recourse, the right to terminate this and obtain possession of the entire Property, and to remove and exclude the User there from, with notice to the User.

8. COMPLIANCE WITH LAW:

User, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

9. NO SUBLETTING AND ASSIGNMENT:

User shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the County.

10. 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.

11. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to County, under any of the following conditions: (a) if the User is found to have provided false or misleading information to County, (b) if County finds that the use or proposed use will be detrimental to the health, safety or morals of County or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) if User defaults on any or has not completed all conditions and requirements for use of Authorized Area within twenty (20) days prior to User's use of the Authorized Area, (e) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (f) if the Authorized Area is needed for public necessity or emergency use as determined by County or (g) upon thirty (30) days' written notice to User.

12. 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.

13. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

14. 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.

15. INDEMNIFICATION BY COUNTY:

User acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to User.

16. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

User: Set forth below on User's execution herein below

County: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main St.
Georgetown, Texas 78626

17. 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. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE County HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON County COMMISSIONERS COURT.

AS ACCEPTED AND EXECUTED:

County:

Bill Gravell, Jr., Williamson County Judge

DATED _____, 20__

User:

WilCo Back Forty, LLC

Authorized Signer: 

Printed Name: Troy Hellmann

Representative Capacity: Member

DATED: December 12, 2019

Contact Person: Troy Hellmann

Address: 801 S. Main St
Georgetown, TX 78626

Phone No.: 512-630-7891

Heyday Hospitality, LLC

Authorized Signer: JH

Printed Name: Troy Hellmann

Representative Capacity: Member

DATED: December 12, 2019

Contact Person: Troy Hellmann

Address: 801 S. Main St
Georgetown, TX 78626

Phone No.: 512-630-7891

EXHIBIT A

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The County does hereby grant, subject to the terms and provisions hereof, to User, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Authorized Use"):

Date(s):

From – January 1, 2020

To – December 31, 2023 (4-year term)

Hours:

From 5:00 pm to 6 am on Williamson County business days; any time during Williamson County recognized holidays; and any time during weekends

Authorized Use (Description of Use):

Temporary access and parking privileges from Williamson County for parking up to a maximum of 44 vehicles during the Hours set out herein.

Authorized Area (Location):

Williamson County Criminal Justice Facility Parking Garage, located at 4th and Rock St, Georgetown, Texas.