

SECOND AMENDMENT TO
WILLIAMSON COUNTY EXPOSITION CENTER
OPERATION AND USE AGREEMENT

THIS SECOND AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT ("Second Amendment") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and TAYLOR RODEO ASSOCIATION, INC., a not-for-profit Texas corporation ("TRA").

RECITALS

WHEREAS, Owner and TRA executed that certain agreement entitled Williamson County Exposition Center Operation and Use Agreement hereinafter the "Agreement", which became effective as of July 22, 2015, for the operation and use of designated areas of the Williamson County Expo Center for specific events held by TRA;

WHEREAS, due to the strain and very unique circumstances that COVID-19 has placed on alcohol and food vendors, it has become necessary to amend the Agreement to allow TRA to contract with its own food and alcohol vendors for its TRA Booked Events occurring in 2021;

NOW, THEREFORE, premises considered, Owner and TRA agree that the Agreement is amended as follows:

AGREEMENTS

- 1. Consumable Concessions.** TRA acknowledges that during Booked TRA Events, Owner events and third-party events, Owner has the exclusive right to license, sell, display, distribute and store (in locations reasonably convenient to Owner or its concessionaire and, as designated by Owner) all consumable concessions, which includes, but is not limited to food, food product, candy and any other edible items; nonalcoholic beverages; and alcoholic beverages; and TRA does not have any rights to any revenues generated from the sale of the above referenced items during any Booked TRA Event.

However, due to the strain and very unique circumstances that COVID-19 has placed on food and alcohol vendors, Owner hereby agrees to allow TRA to contract with its own food and alcohol vendors, with no charges or fees assessed from the Owner, for the two Booked TRA Events occurring in 2021 provided that such food and alcohol vendors comply with the policies and procedures of the Owner and the Williamson County Expo Center; and upon the condition that any vendor providing alcohol shall provide the following Liquor Liability Insurance:

Liquor Liability Insurance in the amount of at least \$1,000,000.00. Said insurance shall be written by a company or companies acceptable to Owner, authorized to engage in the business of liquor liability insurance in the state of Texas, and name Owner as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. TRA shall deliver to Owner certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

2. To the extent necessary and for only the TRA Booked Events occurring in 2021, the amendment set out above in relation to consumable concessions shall control and take precedent over any conflicting term of the Agreement relating to consumable concessions. Following 2021, the above stated amendment relating to consumable concessions shall not be effective and all terms of the Agreement shall control thereafter.
3. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Second Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Second Amendment are the valid, binding and enforceable obligations of such party.
4. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS:

By: _____
Signature

Printed Name

Title

_____, 20____
Date

**TAYLOR RODEO ASSOCIATION,
INC.:**

By: Edwin Stojanik
Signature

EDWIN STOJANIK
Printed Name

PRESIDENT
Title

APRIL 6, 2021
Date