

**THIRD AMENDMENT TO**  
**WILLIAMSON COUNTY EXPOSITION CENTER**  
**OPERATION AND USE AGREEMENT**

**THIS THIRD AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT** ("Third 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 2022;

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

**AGREEMENTS**

1. **Event Booking Notices.** TRA hereby provides Owner with TRA's Booking Notices for Event #1, Event #2 and the Event #3 for the year of 2022:
  - a. Event #1: TRA's Annual Taylor Rodeo and Concert during July 13-19, 2022;
  - b. Event #2: Bull Buckout and BBQ Cookoff during June 22-28, 2022; and
  - c. Event #3: TRA's Annual Fundraiser during March 25-26, 2022.
2. **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, in accordance with the terms hereof, for the Booked TRA Events occurring in 2022 provided that such food and alcohol vendors comply with the policies and procedures of the Owner and the Williamson County Expo Center.

Any vendor providing alcoholic beverages must 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.

3. TRA and Owner hereby agree TRA will pay to Owner a flat fee of \$10,000.00, which shall be paid to Owner on or before August 1, 2022 ("Flat Fee"). In consideration of the Flat Fee, Owner agrees as follows:
  - a. To allow TRA to contract with its own food and alcohol vendors, in accordance with the terms hereof, for the Booked TRA Events occurring in 2022 provided that such food and alcohol vendors comply with the policies and procedures of the Owner and the Williamson County Expo Center;
  - b. To provide all rodeo equipment preparation, setup and tear down services necessary for Booked Event #1 and Booked Event #2 in 2022, which shall include installation and tear down of chutes, panels, and pens;
  - c. To provide arena and dirt preparation services necessary for Booked Event #1 and Booked Event #2 in 2022;
  - d. To pay for restocking costs of the consumables used during Booked Events #1, #2 and #3 in 2022 (See Section 6.7 of the Agreement for types of consumables);
  - e. To perform and provide TRA's "Event Cleaning" obligations, which are set forth under Section 6.8 of the Agreement, during Booked Events #1, #2 and #3 in 2022; provided, however, TRA shall remain obligated to remove trash from the bleachers and bulk trash from trash cans after each Booked Event; and
  - f. To pay for the utilities costs of the utilities used during Booked Events #1, #2 and #3 in 2022 (See Section 6.12 of the Agreement for types of utilities).

TRA hereby acknowledges that the Flat Fee amount was calculated and agreed upon based on the specific Event #1, Event #2 and the Event #3 for the year of 2022. Any changes to such events have the propensity of increasing the Owner's actual costs. Thus, TRA agrees that it shall not add or modify the specific Event #1, Event #2 and the Event #3 for the year of 2022 and, in the event any modifications are made without the written consent of Owner, TRA shall be obligated to pay, upon demand, any excess actual costs associated with unauthorized modifications or changes to such events.

4. To the extent necessary and for only the TRA Booked Events occurring in 2022, the amendments set out above shall control and take precedent over any conflicting term of the Agreement. Following 2022, the above stated amendments shall not be effective and all terms of the Agreement shall control thereafter.
5. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Third Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Third Amendment are the valid, binding and enforceable obligations of such party.

6. 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 Third 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

January 19, 2022  
Date