

## **AUTHORIZED USER AGREEMENT**

This Authorized User Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

### **RECITALS**

**WHEREAS**, COUNTY has the right to operate and use the area or real property described in Exhibit "A"; and

**WHEREAS**, USER desires to use the area or real property described in Exhibit "A".

### **AGREEMENT**

**NOW THEREFORE**, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit "A" hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit "A" (the "Authorized Area"), for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION AND SECURITY DEPOSIT:

(a) Cancellation. USER's cancellation or failure to occupy the Authorized Area, except due to an event of force majeure as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

(b) Security Deposit. Following USER's execution of this Agreement and prior to USER's use of the Authorized Area, USER shall deposit with COUNTY the security deposit amount set forth in Exhibit "A", as security for faithful performance of the terms of the Agreement. The deposit shall be held in a separate account for the benefit of USER, and it shall be returned to USER, without interest and less any lawful deductions of same, within ten (10) days of the expiration or termination of this Agreement.

COUNTY may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid amounts and fees owing by USER under this Agreement; (b) verified costs of cleaning and repairing the Authorized

Area and its contents for which USER is responsible; and/or (c) other items USER is responsible to pay under the terms of the Agreement.

In the event the deductions from the security deposit exceeds the amount of the security deposit, USER will pay COUNTY the excess amount within ten (10) days after COUNTY makes written demand on USER. The security deposit will be applied first to any non-rent items then to any unpaid amounts or fees under this Agreement.

3. SERVICES AND AMENITIES; ALTERATIONS:

(a) In the event that COUNTY provides, or causes to be provided, the following amenities and services for USER's Permitted Use (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the reasonable and actual costs incurred by COUNTY for such amenities and services:

- i. Heating, air conditioning, and ventilation that is required by USER, if any, of the Authorized Area; provided, however, USER shall not be obligated to pay for any such items if COUNTY would have provided them for its usual and customary use of the Authorized Area.
- ii. Electric current adequate for the Permitted Use provided, however, USER shall not be obligated to pay for any such items if COUNTY would have provided them for its usual and customary use of the Authorized Area.
- iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

(b) Alterations. USER shall not make any permanent alterations, additions or improvements (painting, building walls or structures, constructing improvements that would damage the Authorized Area upon removal of such improvements, installation of landscaping, etc.) to the Authorized Area or maintain signs or banners without, in each case, obtaining the consent of COUNTY. If any

Alterations, additions, or improvements in or to the Authorized Area are made necessary by reason of the use of the Authorized Area by USER and, provided that COUNTY grants its prior permission to USER regarding such alterations, additions or improvements, USER agrees that it will make all such alterations, additions, and improvements in or to the Authorized Area at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy and in accordance with the requirements of COUNTY and its Facilities Department. **In accordance with indemnification provision set out herein, USER agrees that it will hold COUNTY harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made, except to the extent which results from COUNTY's negligence or willful misconduct.**

USER agrees to restore, at USER's sole expense, the Authorized Area to the same condition as received, reasonable wear and tear excepted, upon the termination or expiration of this Agreement; provided, however, COUNTY may, in its sole discretion, choose to retain any alterations, additions, or improvements and not require USER to remove them. Furthermore, USER agrees to work cooperatively with COUNTY's Facilities Director in relation to any alterations, additions, improvements and repairs to the Authorized Area.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

- (a) All payments are to be made payable to Williamson County and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY.
- (b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.
- (c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

**USER shall provide COUNTY with a certificate of insurance evidencing commercial general liability and property damage insurance with coverage of at least one million dollars (\$1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured.**

**All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.**

7. PARKING; STORAGE; TRAFFIC CONTROL:

All tents, vehicles, trailers and equipment parked or situated in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances.

In advance of use of the Authorized Area, USER must submit to COUNTY a plan that depicts the areas that USER would like to use for parking and storage. COUNTY shall, in its sole discretion, instruct USER as to the allowable areas for USER's parking and storage.

USER hereby agrees to coordinate with the Williamson County Sheriff's Office and the City of Georgetown Police Department in relation to traffic safety and control that may be determined necessary by the law enforcement agency having jurisdiction over the public streets and parking areas that may be affected due to USER's use hereunder. All contracts for traffic control and regulation shall be contracted by USER and said law enforcement agencies through contracts that are separate and apart from this Agreement and the License Fee hereunder shall not provide any compensation for such traffic control and regulation.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

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

9. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area, provided that USER shall receive notice of any rules, regulations, and directives enforced following the execution of this agreement. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences, except if such claims result from COUNTY's negligence or willful misconduct.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein

may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER. All revocations or ejections pursuant to this paragraph shall be subject to a reasonable notice and opportunity to cure as soon as reasonably practical for such objectionable activities.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable and necessary precautions for the safety of and shall provide all reasonable and necessary protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable and necessary safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from any damage caused by acts of USER and shall pay for any repairs to same made necessary by any acts of USER.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area, provided COUNTY shall make reasonable and necessary efforts to ensure such other third parties do not materially interfere with USER's use and enjoyment for the Permitted Use.

USER acknowledges that the South Entrance (8<sup>th</sup> Street Side) of the Historic Williamson County Courthouse contains the sole handicap ramp and entrance to the Historic Williamson County Courthouse and that USER shall keep such entrance open at all times during any use and shall not impede the use of such entrance by individuals that may need access the Historic Williamson County Courthouse through such entrance.

USER further acknowledges that portions of the Authorized Area must remain open for their intended governmental business purposes and that such areas are used by Williamson County Judges, Williamson County Commissioners Court members, Williamson County Attorney, Williamson County District Attorney, Williamson County District Clerk, Williamson County Clerk, and the Williamson County Sheriff's Office. USER hereby agrees to cooperate and work in good faith with such officials and Williamson County staff in order to not impede or preclude the use of portions of the Authorized Area for their intended governmental business purposes.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

12. 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.**

13. INDEMNIFICATION:

USER SHALL CONDUCT ITS ACTIVITIES UPON THE AUTHORIZED AREA SO AS NOT TO ENDANGER ANY PERSON THEREON AND, EXCEPT IF AND TO THE EXTENT CAUSED BY THE INDEMNIFIED PERSONS' NEGLIGENCE OR WILLFUL MISCONDUCT, 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, THIRD-PARTY CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE OUTSIDE 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.

EXCEPT IF AND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PERSONS, 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.

14. CAPACITY:

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

15. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires the full 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 Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

16. 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.

17. INFLAMMABLE MATERIALS:

USER shall not, without the prior written permission of COUNTY, use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. USER shall file with COUNTY a written application for such use prior to USER obtaining COUNTY'S written permission therefor.

18. USE OF VEHICLES:

Except during specified move-in and move-out periods, the USER shall not drive or cause to be driven any vehicle on the Authorized Area without the written consent of the COUNTY.

19. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, subject to reasonable notice and opportunity to cure as soon as reasonably practical, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and peaceably obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, with notice or resort and without any legal liability on its part. In no event shall COUNTY be entitled to equitable or injunctive relief with respect to the exhibition, exploitation, or distribution of USER's recordings made pursuant to this agreement, its television production, or any element thereof.

20. 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.

21. 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. Notwithstanding the foregoing, USER may freely assign its rights in and to the recordings made pursuant to this Agreement.

22. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

23. FORCE MAJEURE:

In the event either party's obligations to the other party under this Agreement 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 either party's reasonable control, the affected party shall not be liable to perform. The parties hereby waive any claim for damages or compensation for such delay or failure to perform by the other party, other than a return to it of any monies paid directly to COUNTY by USER, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions, subject to reasonable notice and opportunity to cure as soon as reasonably practical: (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) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) 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, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. 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.

26. 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 subject, in the case of USER, to the provisions of Section 21 above.

27. 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.

28. 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.

29. 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: As set forth on below USER's execution herein below

COUNTY: Williamson County Judge  
Bill Gravell, Jr. (or successor)  
710 S. Main Street, Ste. 101  
Georgetown, Texas 78626

with copy to: General Counsel's Office  
Williamson County Commissioners Court  
710 S. Main Street, Ste. 201  
Georgetown, Texas 78626

30. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER shall send a written report of such accident or other event to the COUNTY, setting forth a full and concise statement of the facts pertaining thereto. The USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the USER's use of the Authorized Area under this Agreement.

32. CONSTRUCTION:

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

33. RELATIONSHIP OF THE PARTIES:

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

34. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees. In connection with USER's user of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations, in whole or in part, in any media and/or manner now known or hereafter devised in any manner or project, including in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing or the services of Home Box Office, Inc. The rights contained in this section shall survive such earlier termination or cancellation of this Agreement.

36. USES PROHIBITED

**The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would rise to the level of actionable trade disparagement or defamation at law with respect to COUNTY. COUNTY acknowledges that it has been informed of the nature of the scene(s) to be filmed pursuant to this Agreement and that such intended use would not violate this section. USER agrees to make good faith efforts to notify COUNTY prior to any material changes to the nature of scene(s) planned to be filmed that are likely to have a propensity to violate this section.**

37. 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 shall become effective as of the date of the last party's execution below and 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.

38. RETURN OF AGREEMENT

USER's executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**

**AS ACCEPTED AND EXECUTED:**


**COUNTY:**

\_\_\_\_\_  
Bill Gravell, Jr., Williamson County Judge

DATED \_\_\_\_\_, 20\_\_\_\_

**USER:**

Company's Legal Name for Contracting: NORTH CENTER PRODUCTIONS, INC.

Authorized Signer:  \_\_\_\_\_

Printed Name: Ryan Smith

Representative Capacity: Supervising Location Manager

Company's Address: North Center Productions, Inc.  
1980 Kohlers Crossing, Suite 104  
Kyle, Texas 78640

Name of 24 Hour Contact Person: Ryan Smith, D. Zachary Heine, Location Managers

Address: Ryan Smith  
751 Cherico Street, #2  
Austin, TX 78702

Phone No.: (917) 535-6828 (Ryan Smith)  
(512) 694-4724 (Zach Heine)

Email: [ryan.smith@hboprod.com](mailto:ryan.smith@hboprod.com)  
[zachary.heine@hboprod.com](mailto:zachary.heine@hboprod.com)

## 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 "Permitted Use"):

**Date(s):** From - Thursday, February 24, 2022  
To - Sunday, March 6, 2022

**Hours:** 7 a.m. to 7 p.m. each day

**Permitted Use (Description of Use):** Filming and production of the HBO max's limited series titled *Love & Death*

#### **Authorized Area (Location):**

##### Day 1: Wednesday, February 23, 2022 // Exterior Historic Courthouse (East Entrance)

7:00am - 11:30am - Exterior Driving on Main  
12:00pm - 2:30pm - Exterior of Historic Courthouse (east entrance)  
4:00pm-7:00pm - Exterior of Historic Courthouse (east entrance)

##### Day 2: Thursday, February 24, 2022 // Exterior Historic Courthouse (East Entrance)

7:00am - 9:30am - Exterior Historic Courthouse (east entrance)  
10:00am - 1:00pm - Exterior Historic Courthouse - (Main Street)  
1:30pm - 4:00pm - Exterior Historic Courthouse (east entrance)  
4:30pm - 6:30pm - Exterior Historic Courthouse (Northeast corner sidewalk)

##### Day 3: Friday, February 25, 2022 // Exterior Historic Courthouse (East Entrance) & Interior Corridor (after 5pm)

8:00am - 9:00am - Exterior Historic Courthouse (Northeast corner sidewalk)  
10:00am - 11:00am - Exterior Historic Courthouse (east entrance)  
12:00pm - 1:00pm - Exterior Historic Courthouse (east entrance)  
2:00pm - 3:00pm - Exterior Historic Courthouse (east entrance)  
4:00pm - 5:00pm - Exterior Historic Courthouse (east entrance)  
\*\*\*5:00pm - 8:00pm **AFTER 5PM** \*\*\*- Interior Historic Courthouse (Corridor)

##### Day 4: Saturday, February 26, 2022 // Interior Historic Courthouse (2nd floor conference room)

9:00am - 10:30am - Interior Corridor  
11:00am - 2:00pm - Interior Witness Room  
3:00pm - 5:30pm - Interior Witness Room  
6:00pm - 8:00pm - Interior Witness Room

##### Day 5: Sunday, February 27, 2022 // Interior Historic Courthouse (Balcony & Corridors)

9:00am - 12:00pm - Exterior Courthouse Balcony (north balcony)

1:00pm - 3:00pm - Interior Corridor  
3:00pm - 5:00pm - Interior Corridor  
6:00pm - 8:00pm - Interior Corridor

Day 6: Wednesday, February 28, 2022 // Exterior Historic Courthouse (North and East Entrance)

7:00am - 9:00am - Exterior Historic Courthouse (north entrance)  
10:00am - 12:00pm - Exterior Historic Courthouse (east entrance)  
1:00pm - 3:00pm - Exterior Historic Courthouse (east entrance)  
4:00pm - 7:00pm - Exterior Historic Courthouse (Northeast corner sidewalk)

break... Monday and Tuesday, March 1 & 2, 2022

Day 7: Thursday, March 3, 2022 // Exterior Justice Center (Southwest Entrance)

7:00am - 10:00am - Exterior New County Courthouse  
10:00am - 12:00pm - Exterior New County Courthouse  
1:00pm - 3:00pm - Exterior New County Courthouse  
3:30pm - 5:00pm - Exterior New County Courthouse  
5:30pm - 7:00pm - Exterior New County Courthouse

Day 8: Friday, March 4, 2022 // Exterior Justice Center (Southwest Entrance) & Interior Corridor (after 5pm)

12:00pm - 2:00pm - Exterior New County Courthouse  
3:00pm - 5:00pm - Exterior New County Courthouse  
\*\*\* 6:00pm - 10:00pm **AFTER 5PM**\*\*\*  
10:00pm - 11:00pm - Interior New Courthouse Corridor

Day 9: Saturday, March 5, 2022 // Interior Justice Center - Courtroom & Exterior Justice Center (Northwest entrance)

11:00pm - 5:00pm - Interior New Courtroom  
6:00pm - 10:00pm - Exterior New Courthouse (northwest corner entrance)

Day 10: Sunday, March 6, 2022 // Sheriff's Office Sallyport

2:00pm - 4:00pm - Exterior of New Courthouse  
5:00pm - 9:00pm - Exterior Sallyport  
9:00pm - 11:00pm - Interior Sallyport  
11:00pm - 1:00am - Exterior Sallyport

*\*\*\*Please note the above stated times are estimates and USER shall notify COUNTY and its officials and representatives of any changes in the event USER would like to change the above stated times.*

**\*\*\*NOTE:** USER acknowledges that the South Entrance (8<sup>th</sup> Street Side) of the Historic Williamson County Courthouse contains the sole handicap ramp and entrance to the Historic Williamson County Courthouse and that USER shall keep such entrance open at all times during any use and shall not impede the use of such entrance by individuals that may need access the Williamson County Courthouse through such entrance.

**Security Deposit:**        \$1,000.00

**COUNTY Personnel Costs For After-Hours Work:**

In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or uses an unoccupied facility, USER must pay an additional

**\$49.50 per hour** in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement. If USER fails to pay any such amounts when due, COUNTY will deduct all owing amounts from USER's security deposit in accordance with Section 2.(b) of the Agreement. COUNTY will assign and require up to two employees for all after-hours work.

**License Fee:** \$100,000.00 paid to Williamson County, Texas\*

\$10,000.00 paid to Williamson County Historical Commission\*

\*Total License Fee shall be due and paid upon delivery of User's executed copy of this Agreement to the Williamson County Judge's Office and prior to the date of use. Personnel and any other costs must be paid pursuant to the terms of this Agreement.