

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

**THIS FOURTH AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT** ("Fourth 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 2023, as well as amend other provisions of the Agreement;

**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 2023:
  - a. Event #1: July 12-18, 2023;
  - b. Event #2: May 30 - June 5, 2023; and
  - c. Event #3: March 24-25, 2023.
- 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 2023 provided that such food and alcohol vendors comply with the policies and procedures of the Owner and the Williamson County Expo Center.

- a. 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.

- b. In consideration of Owner's agreement to allow TRA to contract with its own food and alcohol vendors, TRA and Owner hereby agree to the following:
  - i. TRA shall pay Owner a fee of \$1.00 per attendee, which shall include all attendees who are eight (8) years of age and older, and a fee of \$2.00 for each event vendor; and
  - ii. For the Event #1 and Event #2, TRA shall pay Owner a flat fee of \$200.00 to cover the costs associated with attendees under the age of eight (8) years old.
  - iii. Exclusions: There shall be no fee for TRA members wearing official TRA issued shirts or for designated rodeo personnel, ticketing and trash collection personnel, event volunteers and event contestants.

**3. Obligations and Agreements of Owner:** During the effective period of this Fourth Amendment, Owner hereby agrees to:

- a. Provide all rodeo equipment preparation, setup and tear down services necessary for Booked Event #1 and Booked Event #2 in 2023, which shall include installation and tear down of chutes, panels, and pens;
- b. Provide arena and dirt preparation services necessary for Booked Event #1 and Booked Event #2 in 2023;
- c. Pay for restocking costs of the consumables used during Booked Events #1, #2 and #3 in 2023 (See Section 6.7 of the Agreement for types of consumables); and
- d. Pay for the utilities costs of the utilities used during Booked Events #1, #2 and #3 in 2023 (See Section 6.12 of the Agreement for types of utilities).

**4. Event Cleaning:** In order to comply with TRA's "Event Cleaning" obligations during Booked Events #1, #2 and #3 in 2023, which are set forth under Section 6.8 of the Agreement, TRA may contract with and directly pay Owner's janitorial services vendor, McLemore Building Maintenance, at the same rates that charged to Owner. TRA and McLemore Building Maintenance must enter into a separate agreement relating to payment terms and conditions and such separate agreement shall not have any effect on this Forth Amendment or the Agreement. This provision in no way affects TRA's obligation to remove trash from the bleachers and bulk trash from trash cans after each Booked Event.

**5. Control and Extent of Fourth Amendment:** To the extent necessary and for only the TRA Booked Events occurring in 2023, the amendments set out herein shall control and take precedent over any conflicting terms and conditions of the Agreement. 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. Following 2023, the

amendments set out herein shall not be effective and all original terms of the Agreement shall control thereafter.

6. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Fourth Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Fourth Amendment are the valid, binding and enforceable obligations of such party.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth 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

NOV. 1, 2022  
Date