

Williamson County Exposition Center License and Use Agreement

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT ("Agreement") is made and entered into on _____, 20____ by and between Williamson County, Texas, a political subdivision of this State of Texas, (hereinafter sometimes called "Licensor" or "Williamson County"), acting by and through its duly authorized Williamson County Exposition Center General Manager, and _____ (hereinafter called "Licensee") as follows: ("Expo Center Manager"), and the undersigned individual or entity ("Licensee") relating to the license and use of the Williamson County Exposition Center ("Expo Center").

1. LICENSE: In exchange for the ~~deposit~~ Security Deposit, License & Use Fees and ~~fee(s)~~ other fees described in ~~paragraphs~~ Paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof ~~and of the Williamson County Exposition Center Facilities Management Policies and Procedures (as amended)~~, to Licensee permission to use the ~~area or real property~~ areas of the Expo Center Premises specified in Exhibit "A" (collectively referred to as the "Licensed Facilities") for the purpose of holding a _____ the event set out and described in said exhibit ("Event"). Exhibit "A" is incorporated herein by reference as if copied in full. Licensee's use is restricted to the ~~below herein~~ identified and named areas Licensed Facilities, including the use of the parking area adjacent to the reserved ~~premises~~ Licensed Facilities, and any avenues of ingress and egress to the ~~premises~~ Licensed Facilities and such parking areas.

2. TERM OF LICENSE: The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times ~~indicated~~ set forth in Exhibit "A."

Facility	Date	In Time	Event Time	Out Time
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3. DEPOSIT, FEES AND PAYMENT:

LICENSE & USE FEES; OTHER FEES AND COSTS: Licensee hereby covenants and agrees to ~~deposit~~ with the pay Williamson County the License & Use Fees set out in Exhibit "A" for the use of the Licensed Facilities. In addition to the License & Use Fees and any damages that Licensee may become obligated to pay hereunder, if any, Licensee also hereby covenants and agrees to pay the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees used, acquired and incurred during Licensee's Event. The fee amounts for the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in Exhibit "B" - Williamson County Exposition Center as a security deposit for the above Premises the sum of FIVE HUNDRED DOLLARS (\$500); Rates Schedule, which is attached hereto and incorporated herein by reference.

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ACCEPTABLE FORMS OF PAYMENT - Williamson County accepts payment by Cash, Check, Discover, Visa, and MasterCard only. Any checks returned for any reason will be subject to the fees set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, as well as be referred to the Williamson County Attorney's Office for prosecution and collection.

PLACE FOR PAYMENT: Licensee shall pay all fees and amounts due hereunder at the Expo Center office located at 5350 Bill Pickett Trail Taylor, TX 76574.

PAYMENT TERMS: All fees and any damages that Licensee is obligated to pay hereunder shall be paid in accordance with the payment terms set out in **Exhibit "A."**

UNTIMELY OR INSUFFICIENT PAYMENT. If Licensee fails to timely pay any amounts due under this Agreement, all amounts not paid shall bear interest at the highest rate allowed under applicable law. Time is of the essence for the payment of all amounts hereunder. **Licensee hereby acknowledges that strict compliance with payment due dates is required and that there is no grace period pertaining to such payments.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Williamson County may exercise, at law or in equity, for Licensee's failure to timely pay. Furthermore, Williamson County may deny Licensee from any future use of the Expo Center Premises due to a failure to timely pay.

3.4. SECURITY DEPOSIT: The Expo Center may require Licensee to deposit with the Expo Center, as a Security Deposit for the Licensed Facilities, the Security Deposit set out in **Exhibit "A"**, the disposition of which shall be governed by the regulations governing the Williamson County Exposition Center. Licensee acknowledges a receipt of a copy of the schedule of the regulations governing the Williamson County Exposition Center and agrees and covenants to be bound by the terms thereof. **Public** terms of this Agreement. The full execution of this Agreement and payment of the Security Deposit, if required, reserves the Licensee's Event date(s) and public or private promotion for any event the Event may take place after the required security deposit is made to Williamson County Exposition Center. Security deposits thereafter. The Security Deposit may be applied to any fees. The deposit reserves the date and will cover any damage, costs, damages or insufficient clean-up resulting from the event. **other amounts that Licensee may become obligated to pay hereunder.** If no damages are incurred and, clean-up is satisfactorily completed, the deposit will **and no other fees, costs, or other amounts are owing by Licensee following Licensee's Event and move-out, the Security Deposit may be refunded approximately forty-five (45) business days after the event Event.**

4. PAYMENT: ONE DAY EVENT - 100% of the contracted Williamson County Exposition Center License & Use fees including furniture, equipment and services are due 30 days before the day of the License & Use. Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the Williamson County Exposition Center, for the use of the premises, the sum of _____ DOLLARS (\$0.00), payable as set forth. The room License & Use fee of _____ DOLLARS (\$0.00) shall be paid thirty days before the date of the event. The equipment and catering fee of _____ DOLLARS (\$0.00) shall be paid 30 days before the event.

MULTIPLE DAY EVENTS - The balance of the License & Use fees plus the furniture, equipment and service fees are due within 10 business days from the time of invoice. The invoice will include facility License & Use, equipment, furniture, and service fees. Licensee hereby covenants and agreed to pay the Williamson County Exposition Center, at its office at the

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5. MANAGEMENT AND CONTROL OF FACILITY: Williamson County retains control and management of Williamson County Exposition Center all areas of the Expo Center, which includes the Expo Center's Parking Lot, Main Arena, Covered Warm-up Arena, Show Office, Ticket Office, Outdoor Arena, Indoor Exposition Hall (North), Indoor Exposition Hall (South), Outdoor Covered Exposition Hall, Meeting Room, Conference Room, Catering/Warming Kitchen, RV Park, Restrooms and Concessions Buildings, Pavilion, and Tarmac (collectively the "Expo Center Premises") at all times and shall have the right at all times to enforce all rules/terms and regulations/conditions described hereto, herein and shall have the right to eject any or all persons who fail or refuse to comply with the rules/such terms and regulations. Williamson County Exposition conditions. Expo Center Management employees are responsible for management and maintenance of the facilities/Expo Center Premises and shall have the right to access the facilities/Licensed Facilities at any time during any event.

6. HOURS OF OPERATION: The Expo Center's hours of operation are as follows:

Expo Center Office Hours: Monday-Friday 8 am - 5 pm

Event Hours: Monday-Sunday between the hours of 6am - 12am

NOTE: The above hours of operation may be affected by holidays observed by Williamson County and may be subject to change.

6. AFTER HOURS ACCESS; NIGHT WATCHMAN: At least fourteen (14) calendar days in advance of the Licensee's move-in date, Licensee must notify Expo Center Management of any need for access to the Licensed Facilities between the hours of 10:00 p.m. to 6:00 a.m. ADVERTISING and EVENT MARKETING: Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center Management. Williamson County Exposition employees shall not be responsible for event promotion. The Williamson County Government logo may not be used on any promotional material without the express written consent of Williamson County Exposition Center.
7. A night watchman is required from 10:00 p.m. to 6:00 a.m. each night during which horses or other animals are stalled or kept on the Expo Center Premises. The Expo Center Management will provide a list of approved night watchman providers that Licensee shall be responsible to contract with directly. Night watchman security personnel must be contracted independently at least seven (7)

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calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management.

8. SECURITY: Uniformed peace officer(s), commissioned in the State of Texas, are required at all events having alcohol; any event having over 500 guests; and/or at the discretion of the Expo Center Management. Officers must be contracted independently by Licensee at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management. Officers must be paid individually and directly by Licensee.

7.9. EVENT STAFFING: Licensee shall provide all ushers, announcers, ticket takers, clean-up crew CREWS and other personnel necessary to conduct the Licensee's activities described in the License & Use License & Use Agreement. A Williamson County Exposition and obligations at the Event. Licensee must have an authorized representative, who has decision-making authority, on the Licensed Facilities at all times during the Event and, if Licensee fails to do so, the Expo Center Manager may suspend the Event until such time that Licensee's provide an on-site authorized representative. Licensee shall provide a list of key Event staffing contacts by name and phone number to Expo Center Management at least seventy-two (72) hours in advance of Licensee's move-in date. An Expo Center employee may be on-site or, at the Expo Center Management's option, be on-site or on-call while facilities the Licensed Facilities are occupied. This will be determined on an event-by-event basis and finalized during planning meetings.

8. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry, or mechanical work on any the facilities without prior written authorization of Williamson County Exposition Center Management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

9. SUB-LEASING: Sub-Leasing is not available. If sub-leasing is reported, the agreement will be immediately terminated.

10. FLOOR/AREA PLANS: Licensee shall submit floor-/area plans to Facilities Expo Center Management at least 30 fifteen (15) calendar days in advance of event Licensee's Event. The plan should include alcohol distribution and consumption areas, decorations, dimensions of all aisles, booths, table, and chair locations, parking areas, loading areas, unloading areas, stall diagrams, arena set-up plans, etc. Facilities Expo Center Management will work with each the Licensee on parking spaces, loading, and unloading spaces, specific needs, requirements to ensure compliance with for fire safety standards and facility Expo Center Premises requirements. A key/keycard will be provided during event planning meetings between Licensee and Expo Center Management. Lost keys/keycards will result in a lost key/keycard fee as set out in Exhibit "B" - Williamson County Exposition Center Rates Schedule.

11. MOVE-IN-MOVE-OUT: USE RESTRICTIONS: The following is a non-exhaustive list of reasons that Williamson County may refuse, in its sole discretion, event booking requests:

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- (a) the event may cause undue or unusual damage to the Expo Center Premises;
- (b) the event may violate local, state or federal laws, rules or regulations;
- (c) the event may cause liability to Williamson County;
- (d) the event may be obscene pursuant to state and/or federal laws;
- (e) the event may be defamatory to Williamson County;
- (f) the event conflicts with a similar event previously scheduled on the Expo Center Premises (once a License & Use Agreement has been fully signed and the Security Deposit, if required, has been paid in full to Williamson County, Williamson County may, in its sole discretion and without obligation, choose not to schedule a like event on any part of the Expo Center Premises during the same period of time as that scheduled by the Licensee);
- (g) prior violations of any terms and conditions of the License & Use Agreement and/or policies of the Expo Center;
- (h) prior disregard for persons or property while using the Expo Center Premises;
- (i) prior conduct at the Expo Center Premises which is deemed by Williamson County to be of an inappropriate manner; and/or
- (j) Failure to make full payment or timely payment for any and all charges and fees relating to the Expo Center.

12. ~~MOVE-IN/MOVE-OUT: Move-in/move-out days must end in accordance with their contracted end time.~~ The Licensee will forfeit one half of their deposit if the finish time is exceeded by more than thirty minutes. Move-in/Move-out days occur Monday-Friday 8am-5pm. The fee for a ~~move-in/move-out day is date and one move-out date.~~ and each event shall only have one move-in/out day is date and one move-out date. The rate for a move-in day is one half of the facility total License & Use feeFees. Additional hours outside of Monday-Friday 8am-5pm on a move-in/move-out day are subject to \$75/hourthe hourly fee, rate set forth in Exhibit "B" - Williamson County Exposition Center Rates Schedule. Move-in/Move-move-out days requested outside of M-FMonday-Friday are subject to a greater rate, as determined by Expo Center Management. Events must end in accordance with their contracted end time. not to exceed a full License & Use rate. If Licensee fails to move-out prior to 11:59 pm on the move-out date, the Licensee shall pay a minimum hourly Extended Facility Rental fee, as set out in Exhibit "B" - Williamson County Exposition Center Rates Schedule.

13. CANCELATIONS BY LICENSEE: ~~To~~In order to receive a deposit refund of the Security Deposit, if any, and refund of all prepaid fees, if any, less a mandatory \$100 cancellation fee, Licensee must provide notice must be given of cancellation, in writing, to the Expo Center Manager at least sixty (60) calendar days before the event. Cancellation inside of Licensee's Event. Cancellations notices that are more than thirty (30) calendar days but less than sixty (60) calendar days from the event Licensee's Event will forfeit result in forfeiture of the entire deposit. The Licensee will forfeit all their contracted fees if cancellationamount of the Security Deposit, if any; provided, however, all prepaid License & Use Fees and other fees will be refunded. In the event that Licensee's cancellation notice is received less than 30 days before the time of occupancy. Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in thirty (30) calendar days from the date of the Licensee's Event, Licensee will also

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forfeit all of its License & Use Fees and other prepaid fees in addition to forfeiture of the entire amount of the Security Deposit, if any.

~~12.14.~~ **RESCHEDULING:** A rescheduling fee, as set out in **Exhibit "B" – Williamson County Exposition Center Policies**, Licensee will forfeit deposit and any fees for cancellation of an **Rates Schedule**, shall be applied to events that are rescheduled to a date that is in excess of sixty (60) calendar days from the Licensee's original scheduled event date. Any event that is rescheduled on a date that is within sixty (60) calendar days of the Licensee's original scheduled event due to failure to comply with policies, date will be handled as a cancellation and Licensee will be required to pay any applicable cancellation fees hereunder and will need to rebook its event. Any rescheduling will be subject to availability.

~~13.15.~~ **CANCELLATION BY WILLIAMSON COUNTY:** This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case ~~the Property or any part thereof of the Expo Center~~ shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the ~~agreement~~ **Agreement** difficult or impossible to perform, (f) if ~~any part of the Property Expo Center~~ is needed for public necessity or emergency use as determined by Williamson County, ~~(g) the existence of any of the Use Restrictions set out herein,~~ and/or ~~(h)~~ for convenience and without cause upon sixty (60) calendar days written notice to Licensee; provided; however, in the event of Williamson County's termination for convenience and without cause, it is understood and agreed that only the ~~security deposit~~ **Security Deposit, if any**, and any prepaid fees received by Williamson County at the time of termination may be reimbursed to Licensee and that no penalty will be assessed for Williamson County's termination of this Agreement for convenience.

~~14.16.~~ **INSURANCE REQUIREMENTS:** Upon Licensee's execution of this ~~Licensee~~ **Agreement**, Licensee shall provide the ~~Williamson County Exposition Expo~~ Center Manager with a Certificate of Insurance ensuring compliance with the insurance requirements set out herein. Licensee shall carry Commercial General Liability Insurance for all events at the ~~Williamson County Exposition Expo~~ Center in accordance with the following coverage requirements:

- ~~a.~~ **(a)** One million dollar (\$1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury.
- ~~b.~~ **(b)** Damages to Rented Premises coverage in the minimum amount of \$100,000;
- ~~c.~~ **(c)** Medical Expenses coverage in the minimum amount of \$10,000;
- ~~d.~~ **(d)** The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;

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- ~~e.~~(e) The policy must list the dates of use (including move-in/move-out);
~~f.~~(f) The policy must name of the ~~event~~Event under description of operations; and
~~g.~~(g) The policy must name "Williamson County, Texas" as a certificate holder and additional insured.

All policies of insurance provided by the Licensee must comply with the requirements set forth herein and the laws of the State of Texas. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company.

Williamson County reserves the right to review the insurance requirements set forth herein and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by Williamson County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Licensee.

At least seven (7) calendar days prior to Licensee's Event, Licensee shall provide the Expo Center with a copy of a Certificate of Insurance evidencing the insurance requirements hereunder. Williamson County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the parties or the underwriter of any of such policies. Damages caused by the Licensee and not covered by insurance shall be paid by the Licensee.

- ~~15.~~17. CLEANING: Contracted areas should Areas of the Licensed Facilities must be left in the state and condition that they were found: prior to Licensee's Event. General cleaning is the responsibility of the Licensee in all licensed areas of the Licensed Facilities after an event. Licensee's Event. If the Licensee fails to complete clean-up the event holder risk losing deposit, Licensee's Security Deposit may be forfeited. For larger events and events open to the public, Williamson County Exposition Expo Center Management may require the Licensee's use and delivery of a roll off dumpster for the event. The Event. If Licensee's Event causes a need for excessive cleaning, Licensee shall be subject to an excessive clean-up fee, as set out in Exhibit "B" - Williamson County Exposition Center is not responsible for any items left in the building after an event. Rates Schedule.

- ~~16.~~18. FREIGHT: All freight is the responsibility of the Licensee. All freight deliveries require advanced coordination and approval of the Expo Center Management. Uncoordinated delivery of freight may be denied and is subject to return to sender at no expense to the Expo Center. Any freight delivered before an event must have permission from the Williamson County Exposition Expo Center Management. Any freight left after an event move-out date or time will be charged a fee of \$100 per day assessed a daily fee as set out in Exhibit "B" - Williamson County Exposition Center Rates Schedule. Deliveries for Event Coordinators event coordinators may be accepted by Williamson County Expo Center employees with prior approval by Facilities Management. Expo Center Management; provided,

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however, any risk of loss for such deliveries shall remain solely with the Licensee and Williamson County shall not be required to provide any safekeeping or care for such deliveries.

~~17.~~ **19. SAFETY; FIRST AID:** Licensee ~~may be required to provide, at Williamson County Exposition Center Management's discretion,~~ shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Licensee's use of the Licensed Facilities. Licensee's safety program shall comply with all applicable federal, state and local laws and regulations. Licensee is encouraged to contract and provide certified first aid personnel during the ~~agreement term,~~ Licensee's use of the Licensed Facilities. Licensee assumes total responsibility for the qualifications and actions of ~~these~~ its first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy of same must be filed with Williamson County Exposition Expo Center management Manager's office by the close of the event each day that any accidents or incidents occur at Licensee's Event.

~~18.~~ **SECURITY:** Uniformed peace officers are required at all events having alcohol and any event having over 500 guests or at the discretion of the Williamson County Exposition Management. The event described herein will have ~~TBD~~ certified, uniformed officers who are directly supervised by a governmental agency, scheduled from ~~TBD~~ until ~~TBD~~. Officers are scheduled by Licensee and must be paid individually by Licensee at the commencement of the event. Alcohol may not be served until officers have arrived and are in place.

~~19.~~ **PHOTOS:** Williamson County Exposition Center Management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center Management for educational or promotional materials.

20. GLASS CONTAINERS: With the exception of individual beverage glasses confined to the Expo Center Hall rooms only, glass drinking containers are not permitted on any of the Expo Center Premises including its parking lots. No glassware of any kind is allowed in the Expo Center arenas, barns, or parking lots.

21. ~~ALCOHOL POLICY;~~ TERMS & CONDITIONS: The following terms and conditions shall apply when alcohol is served and/or consumed during Licensee's Event:

(a) Alcohol ~~must~~ may only be provided by an Approved Alcohol Vendor/Concessionaire with adequate liquor liability insurance coverage ~~confirmed and submitted as required.~~

(b) At least seven (7) calendar days prior to Licensee's Event, the Expo Center shall be provided with a copy of a Certificate of Insurance evidencing the following minimum liquor liability insurance requirements:

- (1) Liquor liability coverage limits of \$1MM per occurrence and \$2MM in the aggregate or more;
- (2) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
- (3) The policy must list the dates when alcohol will be provided and/or consumed during the Event;
- (4) The policy must name the Event under description of operations; and

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Williamson County Exposition Center License and Use Agreement

(5) The policy must name "Williamson County, Texas" as a certificate holder and additional insured.

(c) The Licensee must provide adequate security for any events serving or selling alcohol, as set out herein.

(d) Guests attending events shall never be allowed to bring alcohol into the event. "Bring your own bottle" is prohibited in all facilities for any event areas of the Expo Center Premises.

(e) The Licensee's Approved Alcohol Vendor/Concessionaire will be charged 15% of the gross sales. All alcohol will be shut off at a minimum of 30a separate fee at time of reservation as set out in Exhibit "B" - Williamson County Exposition Center Rates Schedule.

20.(f) The serving of all alcohol must cease at least thirty (30) minutes prior to the scheduled end of your event Licensee's Event but may be shut off/ceased sooner if deemed necessary.

(g) The Floor/Area Plans required herein must detail the location, time and security plans relating to the sale/distribution and consumption of alcohol. No alcohol may leave the designated areas set forth in the Floor/Area Plans.

(h) No glass containers of alcohol of any kind may be sold or provided.

(i) All Texas Alcoholic Beverage Commission ("TABC") rules must be followed.

(j) If alcohol is to be sold or provided at a ticketed event in any Expo Center Premises, including the Expo Center's Hall, Arena or Covered Expo the following requirements must be met:

(1) Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws) to provide alcohol sale and service for the Licensed Facilities.

(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.

(3) Approved Alcohol Vendor/ Concessionaire must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(k) If alcohol is to be provided to the general public for free, or otherwise made available on the Expo Center Premises, including the Exposition Center's Exposition Hall, Arena or Covered Expo the following requirements must be met:

(1) Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with a current liquor license to provide alcohol sale and service for the Licensed Facilities.

(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.

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(3) Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(l) If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available at Licensee's Event, the Licensee, participants, spectators and anyone else involved with the Event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

22. VENDORS: For purposes of this License & Use Agreement, a "vendor" is any individual or company that is providing a service or product for sale or distribution on the Expo Center Premises. All vendors must be approved by the Licensee and the Expo Center Management prior to the Event.

23. CONCESSIONS and CATERING: All - When the Expo Center has contracted with a year-round Concessionaire, all concessions are must be provided exclusively by the approved year-round Concessionaire for the Williamson County Exposition Center. The Williamson County Exposition Center does provide Expo Center. Licensee will have the option of buying out the County's Concessionaire at a negotiated rate based on per guest entries for all entrants over the age of three (3). The concession buyout fee will be added to fees payable to Williamson County under this Agreement. Vendors performing services under the concession buyout will be held responsible for completing and complying with the Expo Center's concession permit process.

24. CATERING: The Expo Center allows catering through a list of Approved Caterers. Approved Caterers are shall be charged a surcharge of \$1.00 per person or 10% of the gross sales, whichever is greater, as outlined in the Expo Center's caterer's permit. Cooking on the premises is Expo Center Premises may be allowed only by approval of the Expo Center Manager.

25. FOOD SAFETY: Food vendors that are providing food for the public at Licensee's Event must follow the Expo Center's permitting process, which requires that all food vendors be permitted through the Williamson County & Cities Health District (wcchd.org). When an event involves a temporary food service operation or food demonstration, Licensee shall be responsible for complying with all State Health Department guidelines and requirements. The Williamson County & Cities Health District can issue a temporary food service certificate for such events.

24.30. ADVERTISING AND EVENT MARKETING: Licensee shall not hang signs, bunting or other advertising materials anywhere on the Expo Center Premises without prior approval of Expo Center Management. Expo Center employees shall not be responsible for Event promotion, including social media live feeds and other forms of social media content. The Williamson County official logo may not be used on any promotional material without the express written consent of the Williamson County Exposition Center Manager Commissioners Court.

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Williamson County Exposition Center License and Use Agreement

31. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the Expo Center Premises without prior written authorization of Expo Center Management. All alterations must be requested in writing and submitted a minimum of thirty (30) business days prior to the Event.

22.32. DECORATIONS: The Licensee is responsible for their own safety and the safety of those associated with their event its Event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails, or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or balloons fireworks are not allowed prohibited on the grounds or in our facilities. Expo Center Premises. All decorations hung from ceilings or that require the use of equipment must may only be done performed by Expo Staff Center staff and be delivered Licensee must deliver such decorations no less than seventy-two (72) hours prior to the event Licensee's Event with instruction on where to place them. Decorations hung by Expo Center staff are subject to a decoration fee, as set out in Exhibit "B" - Williamson County Exposition Center Rates Schedule.

33. HELIUM BALLOONS: Helium balloons may not be distributed or sold in/on or around the Expo Center Premises. With prior approval of the Expo Center Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in/on or around the Expo Center Premises during Licensee's Event, a charge for the removal of the balloons will be assessed to the Licensee. Helium balloons that escape to the ceiling are subject to an excessive clean-up fee, as set out in Exhibit "B" - Williamson County Exposition Center Rates Schedule.

34. FLAMMABLE AND HAZARDOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited in, on or around the Expo Center Premises. This includes; but is not limited to gasoline, kerosene and propane.

23.35. CANDLES AND OPEN FLAMES: Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and for enclosed tea light candles on tabletops. Any other open flame will be allowed only at the discretion of the Facility Manager and written consent of the Fire Marshal having jurisdiction over the Leased Premises and must comply with the International Fire Code Section 308.3. No. There shall be no pyrotechnics inside any areas of the Expo Center Premises.

36. SMOKING AND VAPING: Smoking or vaping may only be conducted in designated areas of the Expo Center Premises.

24.37. FOG AND SMOKE MACHINES: Use of fog or smoke machines is restricted to only outside only. Inside use is prohibited areas of the Expo Center Premises and shall not be used inside any enclosed areas of the Expo Center Premises.

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38. ~~EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of all Expo Center Premises exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies or issues arising out of Fire Code issues or violations will be decided upon by the Expo Center Management and the Fire Marshal having jurisdiction over the Leased Premises.~~

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25. ~~39. AUTOMOBILES: Automobiles will not be allowed in the Williamson County Exposition Expo Center Exposition Hall without written authorization of the Expo Center Manager at least two weeksfourteen (14) calendar days prior to your eventLicensee's Event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.~~

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26. ~~EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be always maintained. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies arising out of Fire Code issues will be decided upon by the Williamson County Exposition Center Management.~~

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27. ~~20. ELECTRICAL: The Licensee may use up to 25 amps of 110-volt electricity. Events requiring special arrangements must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office 30 days prior to the event and will be charged for additional electricity.~~

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28. ~~ANIMALS: Licensee utilizing a Williamson County Facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control. All animals must be penned, stalled, and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to assure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several Williamson County Facilities, refer to specific facility information; service dogs are the exception. As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.~~

29. ~~ANIMAL BEDDING: Williamson County Exposition Center shall be the sole provider of any foreign materials used for bedding (such as straw, shavings, hulls, etc.), and shall make the sole determination as to which such foreign materials, if any, can be used. Licensee shall purchase shavings (if Licensee desires) solely from Williamson County Exposition Center. No outside shavings or other bedding shall be permitted on the grounds.~~

20. ~~Night Watchman: Williamson County Exposition Center will provide at Licensee's expense, a night watchman from 10:00 p.m. to 6:00 a.m. each night during which horses are stalled or animals are on the premises.~~

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31. ~~GENERAL COMPLIANCE: Licensee agrees to comply with all applicable city, state, and federal governmental agencies, laws, ordinances, and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.~~

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Licensee must comply with all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensees shall comply with all posted rules within the Expo Facility and must act in good faith and cooperate with Williamson County.

~~32. PHOTOGRAPHY PRODUCTION: If Licensee's use hereunder 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 Licensee and its successors, assigns and licensees. In connection with Licensee's use of the area described hereunder and the production of photography, Licensee may refer to area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. Williamson County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter devised 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; provided, however, the area used hereunder shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws or as otherwise prohibited by this Agreement.~~

~~Licensee hereby acknowledges and agrees that area used hereunder 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 such area that would be defamatory to Williamson County. In the event Licensee should use the area described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.~~

~~33.30. GLASS CONTAINERS: Glass drinking containers are not permitted in any Williamson County Exposition Center Facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the Arena, Barns, or Parking Lots.~~

~~34. FLAMMABLE AND HAZARDOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited in the Williamson County Exposition Center Exposition Center. This includes but is not limited to gasoline, kerosene and propane.~~

~~35. OPEN CARRYING OF FIREARMS: The carrying of firearms is pursuant to current Texas Statute.~~

~~36.40. HAZARDOUS WASTE: The Licensee agrees that, at all material times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release, or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify FacilitiesExpo Center Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, sub-licensees, concessionaires or employees dump grease in the facilityExpo Center Premises' sewer system, or at locations not authorized by FacilitiesExpo Center Management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center Management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by Williamson County. Such fine or penalties shall be imposed by Facilities ManagementWilliamson County for each infraction and Licensee shall be~~

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deemed in material breach of ~~the License & Use License & Use~~this Agreement and subject to immediate termination of ~~the License & Use License & Use~~this Agreement and removal from the property.

41. ELECTRICAL: Events requiring special electrical supply or arrangements must provide a detailed layout of the electrical needs to the Expo Center Manager thirty (30) calendar days prior to Licensee's Event and an additional electricity charge will be assessed.

37. ANIMALS: Licensee utilizing INDEMNIFICATION : To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Licensee's event, pursuant to the License & Use License & Use Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Licensee, any officer, employee, representative or agent of the Licensee, anyone directly or indirectly employed by the Licensee, or anyone for whose acts the Licensee may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Licensee is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees. Licensee's indemnification obligation hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Licensee or anyone directly or indirectly employed by Licensee, or anyone for whose acts Licensee may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

42. any of the Expo Center Premises for any activity in which animals are used or exhibited shall fully comply with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of their owner or handler at all times. Persons keeping animals on the Premises must use every care to assure safety of visitors and other patrons/personnel. Violation of this policy may result in removal of animals from the Expo Center Premises by Williamson County Animal Control.

Animals that are not being used or exhibited as a part of the Licensee's Event, pets, comfort animals, emotional support animals or other animals that do not qualify as a "Service Animal" as that term is defined by ADA Regulations, 28 C.F.R. § 35.136, and Chapter 121 of the Texas Human Resources Code are not permitted on the Expo Center Premises.

As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought on the Expo Center Premises. All other animals must comply with state mandated regulations from the Texas Animal Health Commission and the Rabies Control Act.

43. LIVESTOCK BEDDING: There shall be no outside bedding of any kind allowed on the Expo Center Premises without written approval by the Expo Center Manager. All bedding must be purchased

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from the Expo Center for the purpose of bedding stalls or livestock pens. Licensee agrees that any bedding not purchased from the Expo Center or the cleaning and disposing of materials onto any paved surfaces of the Expo Center Premises will subject the Licensee to forfeiture of the Security Deposit and additional clean up fees as determined by Expo Center Management.

44. GUNS AND GUN SHOW POLICY: Exhibitors displaying firearms at Licensee's Event must comply with all federal, state and local laws governing the possession and/or sale of firearms. Firearms may not be loaded or fired in the interior or exterior of the Expo Center Premises, including parking areas during Licensee's Event. If Licensee's Event is a gun show, non-permitted or non-authorized individuals who obtain a firearm or handgun at the Event must leave the Expo Center Premises immediately upon acquiring such firearm. Firearms exhibited, sold or exchanged at gun show events must have their trigger mechanisms secured with tie wraps or similar devices. Licensees must provide adequate security during gun show events.

45. BARREL RACING EVENTS: All barrel racing events require a minimum of a three consecutive day booking. Williamson County Exposition staff will prepare the arena(s) for the event and maintain the arena(s) during big drags. However, all barrel racing event licensees shall provide their own tractor, arena drag, and tractor operator for the entirety of the race event.

46. INDEMNIFICATION:

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Licensee SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH OR FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,

Williamson County Exposition Center License and Use Agreement

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

47. STATUTORY WARNINGS:

WARNING: UNDER TEXAS LAW (TEX.CIV.PRAC. & REM. CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE #87.003) A "PERSON, INCLUDING -), A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL, PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR - OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT ACTIVITIES. STALL AT YOUR OWN RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETATIVE BASIS IN A LIVESTOCK SHOW"

38. USE OF OR LOSE OF COUNTY EQUIPMENT: Without prior coordination and agreement of Facilities Management, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County Government.

WILLIAMSON COUNTY IS NOT RESPONSIBLE FOR DAMAGE, THEFT OR INJURY TO ANIMALS, PERSONS OR PROPERTY.

39.48. INTELLECTUAL PROPERTY: Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the Licensee's Event. at the Licensed Facilities and LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. The As set out herein-above, the Williamson County Government logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

40.49. LIABILITY AND LIMITATIONS OF PARKING: Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles, trailers, other motorized equipment, personal property, or

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Williamson County Exposition Center License and Use Agreement

articles left ~~therein~~ parked or situated on Williamson County property. ~~Licensees are~~ Licensee shall be responsible for requesting designated parking. ~~Guests of the Williamson County Exposition Center~~ Individuals who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

~~41.50.~~ LIMITATIONS OF LIABILITIES: Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the ~~Williamson County Exposition~~ Licensed Facilities or Expo Center Premises, however arising, ~~including failure of voice or data lines,~~ even if Williamson County has been advised of the possibility of such damages. Licensee hereby agrees that Williamson County's liability will in no Event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with ~~the License & Use Agreement. Users of Williamson County Exposition Center are~~ this Agreement will not in any event exceed the amounts received under this Agreement. Licensee is hereby advised and encouraged to procure Event event cancellation insurance. Williamson County will not assume liability for eancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of License & Use fees paid under the License & Use Agreement. Williamson County Exposition Center Williamson County shall not be responsible for any loss resulting from any lack of heat, water, or lights due to an act of God or failure of equipment to operate properly through no fault of ~~the Williamson County Exposition Center.~~

~~42.51.~~ LOST OR STOLEN ITEMS: Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the ~~Williamson County Exposition Center premises.~~ Williamson County Exposition Expo Center Premises. Expo Center Management will accept lost and found articles for distribution during normal business hours. In addition, Williamson County Exposition Expo Center Management is not responsible for any loss of any type of articles of, equipment, personal property, exhibits, displays or materials left unattended in any facility on the Expo Center Premises. The usage of security personnel when such articles, equipment, personal property, exhibits, displays or articles materials are left in buildings or ~~in a County Facility~~ on the Expo Center Premises shall be the responsibility of the Licensee. All articles, equipment, personal property, exhibits, displays or materials ~~shall may~~ be brought into the ~~facilities~~ Licensed Facilities only at ~~such hours as~~ move-in date and times designated by ~~the License & Use~~ this this Agreement. Licensee assumes all responsibility for ~~any goods~~ all articles, equipment, personal property, exhibits, displays or material materials, which may be placed in Williamson County's storage before, during, or after ~~an Event~~ Licensee's event.

~~43.52.~~ PARKING LOTS AND ROADWAYS: Multiple ~~Events~~ events may be conducted simultaneously at ~~Williamson County Exposition~~ the Expo Center. by different individuals and entities. It is the Licensee's responsibility to coordinate with ~~Facilities~~ Expo Center Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance, and other emergency ~~units~~ services equipment and apparatus, as well as for Williamson County maintenance workers. Parking lots are subject to availability.

Williamson County Exposition Center License and Use Agreement

44. ~~HELIUM BALLOONS: Helium balloons may not be distributed or sold inside the facility. With prior approval of the Facility Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.~~
45. ~~53. RECREATIONAL VEHICLE (RV) PARKING: Any Event camping or using RVs at a Williamson County Exposition Center use of RV's during Licensee's Event shall use only be allowed in the designated areas for camping and parking. Williamson County Exposition Expo Center Management will work with Licensee to determine location, additional fees and number of spaces. RV sites to be allocated for its Event. RV sites will be available for rent by Licensee's Event participants once the License & Use Agreement is fully executed and the Security Deposit, if any, has been paid by Licensee. No overnight horse tie-outs shall be allowed in the RV Park. All RV sites must be paid in full before parking in the RV Park and site assignments will be determined by the Expo Center staff. There shall be no refunds once a RV reservation has been booked and paid. The RV related fees are set out in Exhibit "B" - Williamson County Exposition Center Rates Schedule.~~
46. ~~54. RESPONSIBILITY: Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the event Licensee's Event.~~
47. ~~55. CAPACITY: Licensee shall not admit to the Premises Licensed Facilities a larger number of persons than the seating and/or occupancy capacity thereof. The ruling determination of the Williamson County Exposition Expo Center Manager on this question capacity limits shall be final.~~
48. ~~SMOKING: No smoking is allowed inside the Williamson County Exposition Center buildings.~~
56. ~~WILLIAMSON COUNTY EQUIPMENT: Without prior coordination and consent of Expo Center Management, Licensees shall not operate Williamson County owned motorized equipment. Additionally, Licensee shall not dispose of, in any manner, equipment or materials owned by Williamson County~~
49. ~~57. COUNTY PROPERTY: Licensee assumes responsibility for any items borrowed from the Williamson County Exposition Expo Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the required security deposit Licensee's Security Deposit.~~
50. ~~58. MEDIA RIGHTS: Williamson County Exposition Center reserves the rights and privileges for outgoing television and radio broadcast originating from the Williamson County Exposition Expo Center Premises during the term of the this Agreement. Should the Williamson County Exposition Center grant Licensee such the privilege of conducting outgoing television and radio broadcast, Williamson County Exposition Center has the right to require advance payment of any estimated cost related cost to Williamson County Exposition such broadcasts to the Expo Center and may also require payment for said privilege in addition to License & Use fee the other fees Licensee is obligated to pay under this~~

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Williamson County Exposition Center License and Use Agreement

Agreement. The grant of ~~such privilege~~any broadcasting privileges must be in writing and obtained from the ~~Williamson County Exposition~~Expo Center Manager in advance of the broadcast date.

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59. PHOTOS: Expo Center Management may take photos of events held at Expo Center. These photos shall be the property of Williamson County and may be used by Expo Center Management for educational or promotional materials.

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PHOTOGRAPHY PRODUCTION: If Licensee's use hereunder 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 Licensee and its successors, assigns and licensees.

60. In connection with Licensee's use of the Licensed Facilities and the production of photography, Licensee may refer to an area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. Williamson County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter devised 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.

Licensee hereby acknowledges and agrees that the Licensed Facilities used hereunder 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 such area that would be defamatory to Williamson County. In the event Licensee should use the Licensed Facilities described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.

51.61. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, ~~nor sublicense~~, assign, pledge, or hypothecate ~~or mortgage~~ this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.

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52.62. 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.

53.63. 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,

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Williamson County Exposition Center License and Use Agreement

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.

~~54.64.~~ 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.

65. NO WAIVER OF IMMUNITIES: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

66. NO WAIVER: The failure or delay of a party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

67. NOTICE. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set forth on the signature page below.

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

69. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of Williamson County and the State

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Williamson County Exposition Center License and Use Agreement

of Texas. Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules on the Expo Center Premises and must act in good faith and cooperate with Williamson County.

~~55-70.~~ 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.

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~~IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE WILL NEED TO MUST SIGN THE AGREEMENT AND RETURN TO IT AND THE WILLIAMSON COUNTY EXPOSITION SECURITY DEPOSIT, IF ANY IS REQUIRED, TO THE EXPO CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE EXPO CENTER MANAGER- ACTING MANGER.~~

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Williamson County Exposition Center
License & Use Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

WILLIAMSON COUNTY, TEXAS

LICENSOR

LICENSEE

By: _____
By: _____ Facility: _____

Printed Name: _____ Printed Name: _____

Title: Williamson County Exposition Title: _____
Center Manager Authorized Agent

Date
Driver's License ##: _____
Date: _____, 20

Date: _____, 20

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Address for Notices:

Williamson County Exposition Center
Attn: Wiliamson County Exposition
Center Manager
5350 Bill Pickett Trail
Taylor, TX 76574

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Exhibit "A"

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Description of Licensee's Event ("Event"):

The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times indicated as follows:

<u>Licensed Facilities</u>	<u>Move-In Date</u>	<u>Move-In Time</u>	<u>Event Time</u>	<u>Move-Out Time</u>
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SECURITY DEPOSIT: Upon complete execution of the Agreement, Licensee shall pay the amount of \$ that shall serve as the Licensee's Security Deposit.

LICENSE & USE FEES:

License & Use Fees for Licensed Facilities*: \$

After Hours Move-In Fee (if applicable): \$

After Hours Move-Out Fee (if applicable): \$

*The Move-In Fee is included in the total License & Use Fees.

Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

PAYMENT TERMS:

Following complete execution of the Agreement, the Expo Center will issue a Permit that will contain the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and a preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event. Licensee acknowledges and agrees that such fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event will be based solely on details and information that are provided by Licensee to the Expo Center about its Event and that such fees will only serve as a preliminary estimate.

On or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and issue an invoice to Licensee for all fees and any damages that shall be due and owing. Licensee hereby agrees to tender payment to the Expo Center for all fees and any damages within fifteen (15) calendar days from the date of invoice.

PREPAYMENT TERMS AND CONDITIONS:

Licensee agrees and acknowledges that Williamson County reserves the right to require Licensee to pay the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and the amount of the preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees prior to Licensee's Event. In such case, on or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and either (1) issue an invoice to Licensee for all additional fees over and above the amount of the preliminary fees estimate that were paid in advance of the Event, as well as any damages, that shall be due and owing; or (2) issue a credit for all prepaid fees that were paid in excess of the fees actually incurred during the Event. Licensee hereby agrees to tender payment to the Expo Center for all fees and damages, if any, within fifteen (15) calendar days from the date of invoice.

Exhibit "B"
Williamson Count Exposition Center
Rates Schedule

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