

## **AUTHORIZED USE AGREEMENT**

This Authorized Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County"), Williamson County Children's Advocacy Center, Inc. ("WCCAC") and the party named as user on the execution page of this Agreement ("User").

### **RECITALS**

**WHEREAS**, County owns the real property described in Exhibit "A" (the "Authorized Area");

**WHEREAS**, WCCAC leases the Authorized Area from County and has the right to operate and use it for purposes of operating a non-profit corporation that provides a multidisciplinary response to allegations of child abuse in order to ensure all child victims in Williamson County, Texas obtain necessary services and support they need; and

**WHEREAS**, User desires to use the Authorized Area for the purpose described in Exhibit "A".

### **AGREEMENT**

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

1. USE:

In exchange for the public benefit obtained from User's use of the Authorized Area, the County and WCCAC do hereby grant, subject to the terms and provisions hereof, to User permission to use the Authorized Area, for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION:

User's cancellation or failure to occupy the Authorized Area, 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 or WCCAC 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.

3. PARKING; STORAGE:

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

and if User should desire to use any of the Authorized Area for parking and storage, User must submit to the WCCAC a plan that depicts the areas that User would like to use for parking and storage. WCCAC shall, in its sole discretion, instruct User as to the allowable areas for User's parking and storage.

4. INTERRUPTION OR TERMINATION OF PERMITTED USE

County and WCCAC 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 judgment of County and/or WCCAC, such act is necessary in the interests of public safety.

5. MANAGEMENT; SAFETY:

In permitting the occupancy of Authorized Area by User, County and WCCAC retain and do not relinquish the right to issue and enforce such rules, regulations and directives as they may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. County and WCCAC 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 and WCCAC reserve the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through County and/or WCCAC and their agents or officers, **the User, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against County and/or WCCAC arising from such occurrences.** 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 or WCCAC. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by County or WCCAC. Unless otherwise specified in writing, WCCAC 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.

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 precautions for the safety of and shall provide all reasonable 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.

6. COOPERATION WITH ALL OTHER USERS:

User acknowledges that WCCAC 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 WCCAC and those persons using other portions and areas of the Authorized Area.

7. **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 and WCCAC 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 or WCCAC'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 or WCCAC's negligence or willful misconduct.

8. **INDEMNIFICATION:**

User shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and User agrees to indemnify, defend, and hold harmless County and WCCAC and their respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, 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.

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.

9. CAPACITY:

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

10. STATUTES/PERMITS:

User hereby acknowledges that County and WCCAC require 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.

11. 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.

12. 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.

13. LEGAL RECOURSE:

In the event the User violates any of the terms or conditions of this Agreement, County and/or WCCAC shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the User there from, all without service of notice or resort and without any legal liability on its part.

14. 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.

15. 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.

16. FORCE MAJEURE:

In the event County and WCCAC's obligations to the User 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 County or WCCAC's reasonable control, County and WCCAC shall not be liable to perform. The User hereby waives any claim for damages or compensation for such delay or failure to perform.

17. CANCELLATION BY COUNTY AND/OR WCCAC:

This Agreement may be canceled without liability to County or WCCAC, under any of the following conditions: (a) if the User is found to have provided false or misleading information to County or WCCAC, (b) if County or WCCAC 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) 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, (e) 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, (f) if the Authorized Area is needed for public necessity or emergency use as determined by County or WCCAC or (h) upon thirty (30) days' written notice to User.

18. 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.

19. 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 permitted assigns.

20. 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.

21. NO 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.

22. 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

WCCAC: Williamson County Children's Advocacy Center, Inc.  
Attn: Kerrie Stannell, CEO  
1811 SE Inner Loop

23. 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.

24. 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 and WCCAC, setting forth a full and concise statement of the facts pertaining thereto. The User shall also immediately send the County and WCCAC 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.

25. 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.

26. 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.

27. 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.

28. 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 use 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 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.

29. 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 be defamatory to County or WCCAC. In the event User should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and County and/or WCCAC may avail itself of any remedies allowed at law or in equity.**

29. SCOPE OF AGREEMENT

This Agreement solely addresses the User's use of the real property identified herein as the Authorized Area and it does not provide rules, regulation and conditions regarding the filming of operations and individuals at the Williamson County Children's Advocacy Center. User hereby acknowledges that User must comply with any rules, regulations and conditions set by the WCCAC in relation to all filming of the WCCAC's operations at the Williamson County Children's Advocacy Center. Furthermore, User shall obtain any necessary consents from individuals that may be necessary in relation to filming such individuals and this Agreement in no way provides User with any filming rights as to individuals at the Williamson County Children's Advocacy Center.

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



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**AS ACCEPTED AND EXECUTED:**

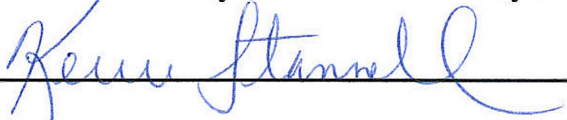
**Williamson County, Texas (County):**

\_\_\_\_\_

Bill Gravell, Jr., Williamson County Judge

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

**Williamson County Children's Advocacy Center, Inc. (WCCAC):**

\_\_\_\_\_

Kerri Stannell, CEO

DATED 10-1-\_\_\_\_\_, 2024

**Miracle Films,**

**LLC (User):**

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

Printed Name: Kenneth Miracle\_\_\_\_\_

Representative Capacity: Owner\_\_\_\_\_

DATED Sept. 27\_\_\_\_\_, 20 24

## **EXHIBIT “A”**

### **DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA**

The County and WCCAC do 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 – January 1, 2025**

**To – December 31, 2025**

**Permitted Use (Description of Use):**

**Filming of *Child Advocacy*, which is a documentary film about frontline workers against child exploitation and abuse**

**Authorized Area (Location):**

**Williamson County Children’s Advocacy Center  
1811 SE Inner Loop  
Georgetown, TX 78626**

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