

**WILLIAMSON COUNTY EXPOSITION CENTER OPERATION
AND USE AGREEMENT**

By and Between

**WILLIAMSON COUNTY, TEXAS,
as Owner,**

and

**WILLIAMSON COUNTY FAIR ASSOCIATION, INC.,
as WCFA**

THIS WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT (the "Agreement") is made and entered into effective as of the date set forth on the signature page herein below (the "Effective Date") by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and WILLIAMSON COUNTY FAIR ASSOCIATION, INC., a not-for-profit Texas corporation ("WCFA"). WCFA and Owner collectively are sometimes referred to herein as the "Parties," and each of WCFA and Owner individually is sometimes referred to as a "Party."

RECITALS

WHEREAS, Owner owns the Williamson County Exposition Center (the "Expo Center") and property situated in, around and adjacent thereto;

WHEREAS, the County finds a public purpose in the encouragement and promotion of agricultural education and the history of agriculture in Williamson County, Texas;

WHEREAS, WCFA has, since 2020, been involved in the management, development and promotion of the Williamson County Fair and Rodeo ("Fair and Rodeo"), at the existing Expo Center facility located in Taylor, Texas;

WHEREAS, the WCFA, as part of its mission to provide educational programs, opportunities and scholarships for the youth of Williamson County, Texas in the areas of agricultural education and provide history of agriculture in Williamson County, Texas to the community, would like to continue to produce, conduct, manage and provide the Fair and Rodeo; and

NOW, THEREFORE, for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENTS

For and in consideration of the respective covenants and agreements of the Parties herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

ARTICLE 1 REPRESENTATIVES OF THE PARTIES

1.1 Owner Representative. Owner Representative for purposes of this Agreement will be as follows:

Williamson County Park's Director
219 Perry Mayfield
Leander, TX 78641
Phone (512) 943-1920

Owner shall have the right, from time to time, to change the Owner Representative by giving WCFA written notice thereof. With respect to any action, decision or determination which is to be taken or made by Owner under this Agreement, the Owner Representative may take such action or make such decision or determination or shall notify WCFA in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Owner Representative on behalf of Owner shall be done in his or her reasonable business judgment unless express standards or parameters therefore are included in this Agreement, in which case, actions taken by the Owner Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Owner Representative shall be binding on Owner; *provided, however*, the Owner Representative shall not have any right to modify, amend or terminate this Agreement.

1.2 WCFA Representative. On or before thirty (30) days after the Effective Date, WCFA shall designate an individual to serve as the WCFA Representative (the "WCFA Representative") and provide Owner with written notice of the individual so designated. WCFA shall have the right, from time to time, to change the WCFA Representative by giving Owner written notice thereof. With respect to any action, decision or determination to be taken or made by WCFA under this Agreement, the WCFA Representative may take such action or make such decision or determination or shall notify Owner in writing of an individual responsible for such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the WCFA Representative on behalf of WCFA shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by the WCFA Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the WCFA Representative shall be binding on WCFA; *provided, however*, the WCFA Representative shall not have any right to modify, amend, or terminate this Agreement.

ARTICLE 2 GRANT OF LICENSE

2.1 Grant of License. In consideration of and subject to the exceptions, covenants, agreements, and conditions set forth herein, Owner does hereby grant a license unto WCFA, and WCFA does hereby accept said license from Owner, of the following described property (collectively the "Licensed Premises") on the dates set out hereinbelow:

- (a) Expo Center main arena and warm up arena;
- (b) Expo Center Judge Dan A. Gattis Pavilion;
- (c) Expo Center Friendship Pavilion, with restrooms and showers and show office;
- (d) Expo Center covered picnic pavilions in RV area;
- (e) Expo Center covered exposition space, air-conditioned exposition and exhibition space, catering kitchen, pre-function area and multi-purpose meeting room, and restrooms;
- (f) Expo Center ticket booth, show office, first aid room, east and west concessions buildings and restrooms;
- (g) Expo Center conference room is subject to availability and Expo Center management

discretion and may be used solely for WCFA's board members.

- (h) The Expo Center's parking lots, driveways, walkways and other access ways, curbs, temporary and permanent fences and other barriers, directional and informational signage, ticket booths, parking lot lighting and light fixtures, and all other appurtenant fixtures, structures and improvements relating to such items previously described (collectively, the "Expo Center Grounds");
- (i) The Owner's stock pens, panels, chutes, tables, chairs, portable stage and bleachers; and
- (j) RV Park: At least ten (10) days prior to each year's Event, WCFA will deliver to Owner a detailed list of RV site reservations to be made available for WCFA's board members, carnival staff, special guests, entertainers and for other event related needs.

2.2 WCFA's Use. During each WCFA Fair and Rodeo event held on the dates set out hereinbelow (sometimes being referred to individually as an "Event" and collectively as the "Events"), WCFA will have the right to use, occupy, possess, enjoy and control the Licensed Premises described in Section 2.1 above for any Permitted Use, as defined herein below, subject to the provisions of this Agreement.

2.3 Scheduling

2.3.1 Event Dates. WCFA may use the Licensed Premises during its Events for the Permitted Uses during the following periods and dates ("Event Dates"):

Year of 2026: October 19 to October 25, 2026;
Year of 2027: October 25 to October 31, 2027;
Year of 2028: October 23 to October 29, 2028; and
Year of 2029: October 22 to October 28, 2029.

2.3.2 Check-In and Check-Out Times. Check-in and check-out for all Licensed Premises shall occur only during the times specified in this Agreement. On the first day of the Event Dates, check-in shall begin at 8:00 a.m. and check-out shall be no later than 5:00 p.m. On the last day of the Event Dates, check-in shall begin at 8:00 a.m. and check-out shall be no later than 5:00 p.m. For all intermediate days occurring between the first and last day of the Event Dates, check-in shall begin at 6:00 a.m. and check-out shall be no later than 12:00 a.m. (midnight).

2.3.3 Event Date Changes. WCFA shall only be allowed to revise a particular year's Event Dates insofar as the revised dates do not create a conflict with any Owner event or any third party's event that has been previously booked by Owner.

2.3.4 Canceled Events. If any Event, or portion thereof comprising the Event is postponed or canceled (each being a "Canceled Event"), WCFA may submit a request to Owner to re-book such Canceled Event on another date within the same year in which no conflicting Owner event or third-party event is to being held. Owner may allow WCFA to re-book the Cancelled Event if no conflicting Owner event or third-party event is then then booked to be held. If Owner consents to WCFA's request to re-book a Cancelled Event, the re-booked Cancelled Event shall be deemed to be an Event for purposes of this Agreement. Nothing contained in this

Agreement shall give WCFA the right to book any Event on a date on which a conflicting Owner event or third-party event has been previously booked.

2.4 WCFA's Parking.

2.4.1 Event Day Parking. On each day of an Event, Owner shall provide to WCFA, at no cost or charge, parking spaces on the Expo Center Grounds for the use of WCFA and its patrons, attendees, invitees and guests, including any officials, WCFA's service people, staff or volunteers, members of the press or any other media, radio, television or advertising representatives, and any other persons as WCFA may desire, in connection with the Event.

2.4.2 Charges for Event Day Parking. Subject to the terms of this Agreement, WCFA will have the right on each day of an Event to impose, collect and receive a parking charge or fee for vehicles entering the Expo Center Grounds for purposes of attending an Event held at the Licensed Premises. Owner and Owner's employees, officials and representatives shall have the right to ingress and egress the Licensed Premises free of charge during the Events.

2.4.3 Owner's Parking Spaces. During the Events and at all other times, Owner shall have the exclusive right to use the parking spaces that are designated by Owner for Owner's sole use. WCFA must take all reasonable actions to prohibit unauthorized vehicles from parking in Owner's designated parking spaces during the Events and, in the event of unauthorized parking in Owner's designated parking spaces during an Event, WCFA shall be responsible for causing the vehicle to be removed, in accordance with the law, as expeditiously as possible.

2.5 Expo Center Grounds Informational Signs.

2.5.1 Expo Center Grounds Temporary Informational Signs. During Events, WCFA, at WCFA's sole cost and expense and subject to Owner's reasonable consent (which consent shall be permitted to take into consideration Owner's desire to maintain a certain degree of aesthetic conformity with respect to the Expo Center), shall have the right to install temporary directional or informational signage or banners on the Expo Center Grounds as WCFA deems reasonably necessary to adequately identify WCFA's activities. Notwithstanding any provision herein to the contrary, WCFA may not install any signage or banners of any type that conflict with any of Owner's facility sponsors.

2.6 RV Park. WCFA shall be solely responsible for managing all reservations for the RV Park during the Event Dates, including coordinating and administering check-in and check-out times. WCFA shall further be responsible for monitoring, supervising, and policing all occupants and guests of the RV Park to ensure compliance with all applicable rules, regulations, and terms of this Agreement. WCFA shall promptly address any violations or disturbances and shall take all reasonable measures to maintain the safety, order, and proper use of the RV Park throughout the Event Dates.

2.7 Use of Conference Room and/or Meeting Room. WCFA may request use of the conference room and/or meeting room for its monthly meetings, subject to availability. WCFA shall submit any such request at least thirty (30) days in advance of the desired meeting date. If the requested space is available and the request is approved by Expo Center management, WCFA

may use the approved space between the hours of 8:00 a.m. and 5:00 p.m. Use of the space shall be limited to the dates and time approved by Expo Center management and shall otherwise comply with all rules and terms of this Agreement.

ARTICLE 3 LICENSE TERM AND TERMINATION

3.1 License Term. The term of this Agreement (the "License Term") shall commence on the Effective Date of this Agreement (also known as the "Commencement Date"), and, unless sooner terminated in accordance with the provisions of this Agreement, continue until the date that is five (5) years after the Commencement Date. If an Event is in progress on the expiration of the License Term, then the License Term shall be automatically extended so as to end at 11:59 p.m. on the first day following the last day of such Event, as applicable, for the Event then in progress.

3.2 Owner's Termination of Agreement. In addition to other termination rights set forth herein, Owner may terminate this Agreement for convenience and without cause upon one hundred eighty (180) day's written notice to WCFA.

3.3 WCFA's Termination of Agreement. In addition to other termination rights set forth herein, WCFA may terminate this Agreement for convenience and without cause upon one hundred eighty (180) day's written notice to Owner.

ARTICLE 4 CONSIDERATION

4.1 Consideration. In consideration of Owner's grant of the above-described license to WCFA for the WCFA's use, occupancy, and Permitted Uses of the Licensed Premises for its Events in accordance with the terms and condition of this Agreement, WCFA hereby agrees to pay Owner the amount of \$33,500.00 on or before December 1st of each year during the term of this Agreement. In the event Owner is required to provide any services that WCFA is obligated to perform under this Agreement or in the event Owner provides WCFA with services or goods in addition to what the Owner is obligated to provide WCFA under this Agreement, WCFA shall pay Owner for such services or goods in accordance with Owner's current Williamson County Exposition Center Rate Schedule. Furthermore, the Parties acknowledge and agree that the annual consideration amount of \$33,500.00 was established and based on the current Williamson County Exposition Center Rate Schedule for fees charged by the Owner to users of the Expo Center and, in the event the Williamson County Exposition Center Rate Schedule is modified by the Williamson County Commissioners Court during the License Term, the annual amount of consideration will be modified pursuant to a written amendment executed by the Parties in advance of any such change.

ARTICLE 5 USE AND OCCUPANCY; PERMITTED USES

5.1 Permitted Uses. During the License Term, WCFA shall have the right to use and occupy the Licensed Premises during the periods and to the extent provided in Article 2 and as limited or provided elsewhere in this Agreement for the following purposes (collectively, the "Permitted Uses"):

- (a) The exhibition, production and presentation of Events and activities related thereto, including the exhibition of advertising and marketing of Events, ticket sales, and any and all other activities which, from time to time, are customarily conducted by or are related to the business and operations of any Events and that are not excepted or identified as Prohibited Uses herein;
- (b) Sale of consumable concessions*, non-consumable concessions, souvenirs and other non-editable and non-consumable items customarily sold and marketed at events and operations similar to that of any Events;
- (c) Parking in the Expo Center parking facilities;
- (d) Entertainment;
- (e) Staging, production and storage operations by WCFA and any of its contractors, vendors, and licensees;
- (f) Set up tents, booths and temporary facilities on the Expo Center Grounds;
- (g) Use and operation of Owner's sound/public announcement system and any lighting system, if any; and
- (h) Other uses which are reasonably related or incidental to any of the foregoing and which are consented to, in writing, by Owner.

*"consumable concession(s)" for purposes of this Agreement shall mean and include any type of food, food products, candy, and beverages of any type.

5.1.1 WILLIAMSON COUNTY AGRILIFE EXTENSION: Owner hereby agrees that WCFA may allow the Williamson County AgriLife Extension (Agrilife) to conduct agricultural and/or livestock events during the periods and to the extent provided in Article 2 in conjunction with WCFA's Event. The Parties agree that AgriLife shall comply with the Insurance Requirements set forth hereinbelow in the same manner as Licensee.

5.2 Prohibited Uses.

5.2.1 General. WCFA shall not use, or permit the use of, the Licensed Premises for any other or additional purpose that is not a Permitted Use without first obtaining the written consent of Owner. Notwithstanding the Permitted Uses hereunder, WCFA agrees that it shall not use, or permit the use of, the Licensed Premises for the following purposes (collectively, the "Prohibited Uses"):

- (a) Create, cause, maintain or permit any public or private nuisance in, on or about the Licensed Premises;
- (b) Any purpose which is violative of any Governmental Rule or any permitted encumbrance;
- (c) **WCFA and any of its patrons, attendees, guests, invitees, vendors, contractors or anyone associated with WCFA shall not drive stakes, stabilizing poles, bars or rods, of any type or kind, into the surface of any of the Expo Center Grounds, Licensed Premises or any improvements thereon (WCFA shall be liable for any damage caused by same and must pay, upon demand, Owner for necessary repairs to the damaged surfaces).**

- (d) **The dirt installed in the main arena and practice arena will be of a specific blend and type. WCFA may not bring dirt into or take any dirt out of the main arena or practice arena without Owner's prior express written approval.**

5.2.2 Expo Center Grounds. Unless consented to by Owner, WCFA agrees that it shall not use the following areas during an Event:

- (a) Areas that are designated for Owner's sole use, including, but not limited to Owner's office spaces, storage areas, etc.;
- (b) Areas designated or posted by Owner as being restricted access areas; and
- (c) Any areas specified herein as being areas of which WCFA has not been given access to during a particular Event.

5.3 Rights of WCFA to WCFA Revenues. WCFA shall be entitled to, and is hereby granted the right to contract for, collect, receive and retain all gross income and revenues and other consideration of whatever kind or nature received by WCFA from WCFA's event ticket sales, sponsorships and parking fees, as well as any other fees and receipts specifically allowed hereunder.

ARTICLE 6 OPERATION, MAINTENANCE, AND REPAIR

6.1 Operating Covenant. During the License Term, Owner covenants to (i) operate and maintain the Licensed Premises, or cause the Licensed Premises to be operated and maintained in compliance with all applicable governmental rules, being in good condition and repair and meeting or exceeding the standards of comparable Owner owned facilities, (ii) perform, or cause to be performed, all Maintenance and Capital Repair Work with respect to the Licensed Premises in accordance with this Agreement, (iii) perform, or cause to be performed, all casualty repair work in accordance with this Agreement, (iv) provide Utilities in accordance with this article and (v) subject to any right of reimbursement under this Agreement, bear, pay and be responsible for all costs and expenses necessary for Owner to fulfill the obligations of Owner under this Agreement.

6.2 Health and Sanitation Compliance. At least forty-five (45) days prior to each year's Event, WCFA must provide the Owner Representative with the following:

- (a) A thorough and detailed statement describing the steps taken to ensure that minimum standards of health and sanitation will be maintained during the Event.
- (b) A thorough and detailed statement describing the steps taken to ensure the physical health and safety of the persons attending the Event.
- (c) A thorough and detailed statement describing the preparations taken to provide adequate medical and nursing care for the persons attending the Event.
- (d) The final plan must be submitted to the Owner no later than 14 days prior to the first day of the Event.

Owner shall have a right to either accept or deny WCFA's plans following its review of the above referenced statements. In the event Owner disapproves of WCFA's plans, WCFA must revise its plans and resubmit such plans until which time Owner approves such plans. WCFA acknowledges that the particular Event will be postponed or cancelled in the event WCFA does not provide

Owner with acceptable plans prior to the event.

6.3 Public Safety Compliance. At least thirty(30) days prior to each year's Event, WCFA must provide the Owner Representative with the following:

- (a) A thorough and detailed statement describing the security and law enforcement staffing that will be provided in order to ensure a safe environment for the attendees of the Event.
- (b) A thorough and detailed statement describing how attendance will be limited to a maximum number that will not create hazardous or unsafe conditions for the individuals who will be attending the Event.
- (c) A thorough and detailed statement describing the preparations WCFA will take to provide traffic control and parking before, during and after the Event.
- (d) A thorough and detailed statement describing the steps WCFA will take to ensure that the Event will be conducted in an orderly manner, including steps taken to address active shooter scenarios, hazardous conditions, fire and weather evacuations, cancellations or delays of such event.
- (e) A thorough and detailed statement describing the preparations WCFA will take to provide traffic control before, during, and after the Event.
- (f) Provide the immediate contact information of the primary representative of WCFA who will be available to communicate and provide absolute decisions at all times during the Event.
- (g) A description and a map identifying the location on the grounds where a representative of WCFA will be stationed; who each respective team lead is and how to reach them throughout the Event.
- (h) A thorough and detailed statement describing the preparations WCFA will take to supervise minors who may attend the Event and provide a lost or found child procedure during said event.
- (a) The final plan must be submitted to the Owner no later than 14 days prior to the first day of each year's Event.
- (b) Prior to the start of each day's Event, a joint safety briefing shall be conducted to include key WCFA personnel, Owner's designated staff and all other emergency and law enforcement personnel.

Owner shall have a right to either accept or deny WCFA's plans following its review of the above referenced statements. In the event Owner disapproves of WCFA's plans, WCFA must revise its plans and resubmit such plans until which time Owner approves such plans. WCFA acknowledges that the particular Event will be postponed or cancelled in the event WCFA does not provide Owner with acceptable plans prior to the Event.

6.4 Site Plan. At least thirty (30) days prior to each year's Event, WCFA must provide the Owner Representative with a site plan, which contains the following items:

- (a) Parking area available for attendees;

- (b) Location of temporary event specific interior roadways, entrances, exits and walks (other than permanent ones that currently exist on the Expo Center Grounds);
- (c) Location of all first aid stations and emergency medical resources;
- (d) Location, type and provider of additional restroom facilities, if any;
- (e) Location and description of water stations, if any;
- (f) Location and number of vendor booths, food trailers, etc., and the types of items to be sold, if any;
- (g) Location, number, type and provider of solid waste containers, if any;
- (h) Location of WCFA's headquarters during the event; and
- (i) Location of all parking areas that are designated for volunteers, guests/attendants, emergency services, etc.

Owner shall have a right to either accept or deny WCFA's plans following its review of the above referenced statements. In the event Owner disapproves of WCFA's plans, WCFA must revise its plans and resubmit such plans until which time Owner approves such plans. WCFA acknowledges that the particular Event will be postponed or cancelled in the event WCFA does not provide Owner with acceptable plans prior to the Event.

6.5 Staffing and Security. WCFA, at its sole cost and expense, shall staff the Licensed Premises and Expo Center Grounds with reasonable levels of staff similar to the staffing of comparable facilities for the Event (the "Event Staffing"). Event Staffing shall be at the level that is necessary to provide a safe environment for the attendees of the Events. WCFA must, at its sole cost and expense, provide all necessary law enforcement and security personnel staffing at the level that is necessary to provide a safe environment for the attendees of the Event. WCFA must separately contract for such law enforcement and security personnel staffing and Owner will not be responsible for providing such staffing at Events. In the event Owner provides WCFA with any assistance with gate monitoring, admission/ticketing, parking attendant services or traffic control/monitoring that may be necessary to support the Event, WCFA shall pay Owner for all costs associated with such assistance in accordance with Owner's Williamson County Exposition Center Rate Schedule.

6.6 Coggins Staffing. In addition to all necessary law enforcement and security personnel staffing set out in Section 6.5, WCFA must, at its sole cost and expense, provide at least two law enforcement or security personnel or one state licensed veterinarian and one law/security personnel in order to verify participants provide valid negative Coggins test verification for any Event in which equine enter upon the Expo Center Grounds.

6.7 After Hours Access; Night Watchman: At least ten (10) calendar days in advance of the WCFA's move-in date, WCFA must notify Expo Center Management of any need for access to the Licensed Premises between the hours of 10:00 p.m. to 6:00 a.m. A night watchman is required from 10:00 p.m. to 6:00 a.m. each night during which horses or other animals are kept on the Licensed Premises. The Expo Center Management will provide a list of approved night watchman providers that WCFA shall be responsible to contract with directly. Night watchman security personnel must be contracted independently at least seven (7) calendar days in advance of the Event move-in date and written confirmation of such contracting must be provided to Expo Center Management.

6.8 Onsite Storage of WCFA's Event Related Property: In addition to Owner's permission to use the area or real property specified in Section 2.1 above for the purpose of holding a fair and rodeo, Owner grants, subject to the terms and provisions hereof and of the Expo Center Facilities Management Policies and Procedures (as amended), to WCFA permission to use the 70'x70' area of real property specified and depicted in Exhibit "A" for the purpose of situating a forty (40) foot long sea container box for storing WCFA's Event related property. WCFA's use for such storage is restricted to the area identified in Exhibit "A." WCFA hereby acknowledges and agrees to the following additional terms and conditions for such storage:

- (a) Owner may, in the future, deem a different location at the Expo Center that needs to be used as the location for such storage, and, in such case, WCFA agrees to move its sea container boxes and property to the new location at WCFA's sole cost and within fourteen (14) calendar days from Owner's notice to move such items to the new location. WCFA shall also be obligated to provide any construction necessary for the new pad site location;
- (b) Owner may, in the future, deem that it can no longer allow for such storage, and, in such case, WCFA agrees to remove its sea container box and property from the Expo Center's grounds at WCFA's sole cost and within fourteen (14) calendar days from Owner's notice to remove such items;
- (c) Owner will not be obligated to move, return or set up any of WCFA's Event related property;
- (d) WCFA shall be solely responsible for the risk of loss of its sea container box and Event related property stored at the Expo Center and that Owner will not be obligated to provide any security, safekeeping, or theft prevention efforts relating to such items; and
- (e) WCFA shall provide any necessary construction work for the pad site that its sea container boxes will be situated upon.

6.9 WCFA's Depository. WCFA's may maintain a depository in the event office that is located in the in the pre-function area of the Licensed Premises. WCFA is not authorized to use any other areas of the Licensed Premises for depository purposes. Owner will provide WCFA with a key to the event office upon WCFA's execution of Owner's key agreement form. WCFA hereby agrees and acknowledges that Owner makes no representations as to the safety or security relating to WCFA's storing of money on the Licensed Premises during WCFA's Event. WCFA hereby assumes all risk of any type in relation to maintaining a depository for money on the Licensed Premises during WCFA's Event and WCFA shall be responsible for instituting any safety and security measures the WCFA deems necessary and appropriate.

6.10 WCFA's Negligence. Notwithstanding anything to the contrary contained in this Agreement, WCFA agrees to reimburse Owner, within seven (7) days' notice, for all reasonable costs and expenses incurred by Owner for maintenance and repairs which directly result from WCFA's (and/or its patron's, attendee's, guest's, invitee's, vendor's, agent's, contractor's or anyone associated with WCFA) negligence or willful misconduct; *provided, however*, WCFA shall not have any such obligation to reimburse Owner with respect to repairs or maintenance

necessitated by ordinary wear and tear or any repairs necessitated by any casualty or condemnation.

6.11 Restocking. With the exception to livestock shavings, Owner will provide consumable supplies required to support the Event. For purposes of this section, consumable supplies required to support the Event will include paper towels, soap, toilet paper, and trash bags.

6.12 Cleaning. Notwithstanding anything herein to the contrary, Owner shall deliver the Licensed Premises to WCFA in a clean condition, the level of such cleanliness to be mutually agreed upon by Owner and WCFA, but in all events to be no less than the state of cleanliness in similar circumstances for comparable facilities, on the first day of the Event in each calendar year, at Owner's sole cost and expense. WCFA shall be responsible to pay directly the Owner's contracted janitorial services provider the cost to perform janitorial services during the Event.

6.13 Maintenance and Repairs. Owner shall, throughout the License Term, do the following (collectively, the "Maintenance and Capital Repair Work"):

- (a) Keep and maintain the Licensed Premises, taken as a whole, and each component thereof, respectively taken as a whole, in a good working order and perform all Maintenance and all Capital Repairs, or cause the performance of all Maintenance and all Capital Repairs, necessary to accomplish the foregoing; and
- (b) Except as specifically set forth herein, maintain and keep, or cause to be maintained and kept, the Licensed Premises, taken as a whole, and each component thereof, respectively taken as a whole, in a clean, neat and orderly condition given the nature and use of the Licensed Premises.
- (c) Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is meant to, or shall be deemed to, (i) impose any requirement on Owner to upgrade the Expo Center, construct improvements or make Capital Repairs except for such upgrades and Capital Repairs as are required pursuant to other sections of this Agreement, or (ii) impose any requirement or liability on Owner to maintain the arena(s) and/or the arena(s)' dirt during the Event after it has been installed by Owner.

6.14 Event Readiness.

6.14.1 Owner's Event Readiness. Owner will be responsible to set-up and tear down all Owner provided chutes, panels, pens and other items associated with livestock related activities (e.g. main arena, warm-up arena, and Friendship Pavilion). Owner will be responsible to set-up and tear down all Owner provided chutes, panels, pens and other items associated with Event activities occurring in the Judge Dan A, Gattis Pavilion for an additional fee of \$750. Owner will be responsible to prepare and maintain the dirt footing in all facilities. WCFA may not install or take out any dirt from any of the arenas without Owner's prior express written approval. Owner shall make available Owner provided chairs and tables, stage, podium, projector and screen(s), etc. (without charge for rental fees) in order to accommodate guests for the Event. Owner, at Owner's sole expense, shall provide the set-up services

necessary (e.g. table & chair placement, stage placement, temporary parking spaces, traffic barriers, trash roll offs and available water and electrical connections) for the Event.

6.14.2 WCFA's Event Readiness. WCFA, at WCFA's sole expense, shall provide all the preparation and decoration services (e.g. reserving, placement, loading and unloading of temporary perimeter fencing; reserving, placement, fueling, and retrieving of portable light towers; reserving, placement, fueling, and retrieving of generator(s); reserving and placement of temporary restroom facilities (portapottie); decoration delivery or returns; vendor placements, banner and signage hanging; event lighting installation or removal; and booth construction or deconstruction) necessary for the Event. In the event WCFA uses any of Owner's fuel for purposes of fueling generators, light towers or any other equipment used for the Event, WCFA shall, within ten (10) days following Owner's demand and notice, pay and reimburse the Owner for such fuel. Upon WCFA's request, Owner may agree to provide additional set-up, preparation, decoration, and/or tear down services to WCFA subject to Owner's Williamson County Exposition Center Rate Schedule. WCFA shall remove all trash and mitigate any spills or food waste in the Expo Center's Halls, Catering Kitchen, Covered Expo, Main and Warm Up Arena, and Friendship Pavilion following the Event.

6.14.3 To the extent that a Party is not in compliance with its respective obligations under this section, the other Party shall inform the non-complying Party and, in such case, the non-complying Party shall immediately cure such non-compliance items. In the event Owner is required to provide any services that WCFA is obligated to perform under this section, WCFA shall pay Owner for such services in accordance with Owner's Williamson County Exposition Center Rate Schedule.

6.15 Changes, Alterations and Improvements. WCFA shall not make any changes, alterations or improvements to the Licensed Premises unless given written consent by the Owner.

6.16 Mechanics' Liens and Claims. If any lien or claim of lien, whether choate or inchoate (collectively, any "Mechanic's Lien") shall be filed against the interest of Owner in the Licensed Premises, or against Owner or any property of Owner, by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Licensed Premises by or on behalf of WCFA, WCFA, at its sole cost and expense, after notice of the filing thereof but in no event less than fifteen (15) days prior to the foreclosure of any such Mechanic's Lien, shall cause the same to be satisfied or discharged of record, or effectively prevent, to the reasonable satisfaction of Owner by injunction, payment, deposit, bond, order of court or otherwise, the enforcement or foreclosure thereof against the Licensed Premises, Owner or any property of Owner. If WCFA fails to satisfy or discharge of record any such Mechanic's Lien, or effectively prevent the enforcement thereof, by the date which is fifteen (15) days prior to the foreclosure thereof, then Owner shall have the right, but not the obligation, to satisfy or discharge such Mechanic's Lien by payment to the claimant on whose behalf it was filed and, subject to Owner timely fulfilling its payment obligations under the this article of this Agreement, WCFA shall reimburse Owner within fifteen (15) days after demand therefor for amounts paid, together with reasonable attorneys' fees,

costs and expenses so incurred by Owner, without regard to any defense or offset that WCFA has or may have had against such Mechanic's Lien claim.

6.17 Utilities. Owner shall cause electrical, natural gas, water and trash services (collectively referred to as the "Utilities" for purposes of this Agreement) to be supplied as may be necessary or appropriate for the operation of the Licensed Premises and WCFA's use and occupancy thereof in accordance with the terms of this Agreement and which, with respect to electrical utilities, is sufficient to operate all electricity consuming equipment, fixtures and outlets, including any and all stage lighting and audio/visual equipment that is available and necessary for the Event. All costs of utilities shall be included as a part of the consideration to be paid by WCFA for each of its Events. In the event WCFA electrical needs exceeds the electricity provided, WCFA shall be responsible for any additional electrical sources (i.e., generators).

6.18 Owner's Liability for Interruption of Utilities. Owner shall incur no liability to WCFA on account of any interruption or stoppage of any Utilities to the Licensed Premises if such interruption or stoppage is beyond the reasonable control of Owner, provided Owner immediately commences reasonable efforts, in good faith to (a) mitigate the effects of such interruption or stoppage and (b) restore full service of any of such Utilities.

ARTICLE 7 CONCESSION, BRANDING, AND SERVICE RIGHTS

7.1 Concessions. During the Events and provided WCFA adheres to established commercial use guidelines and procedures, WCFA shall have the right to license, sell, display, distribute and store (in locations reasonably convenient to Owner and, as designated by Owner) the following:

- (a) Food, food product, candy and any other edible items;
- (b) Nonalcoholic beverages; and
- (c) Alcoholic beverages.

WCFA shall have the rights to any revenues generated from the sale of the above referenced items during each Event. Furthermore, as set forth herein above, WCFA may contract with concessionaires or vendors in relation to the sale of souvenirs, apparel and merchandise and other non-edible or non-consumable items, goods, services, equipment and wares at its Events and shall have the rights to any revenues generated from the sale thereof.

7.2 Branding. Owner hereby grants WCFA, on a non-exclusive basis, Expo Center branding rights during the Events and the right to receive all revenues derived therefrom during such Events. Except as otherwise set forth in this Agreement, the holder of the Expo Center branding rights for the Events shall be permitted to display its product, service and retail rights identification, including, its trademark, trade name and logos associated therewith, in all areas of the Expo Center where such product, service or retail right is sold, delivered or provided. The holder of the Expo Center branding rights for each of the particular Events shall be permitted to identify itself as the "official provider" to WCFA's Events of the applicable product, service or retail right. Following each year's Event, the holder of the Expo Center branding rights for such Event shall, within twenty-four (24) hours after the Event has concluded, remove its product, service and retail rights identification, including, its trademark, trade name and logos associated therewith from all areas

of the Expo Center Grounds where same were displayed. **Notwithstanding anything in this Agreement to the contrary, WCFA's non-exclusive branding rights hereunder shall be subject to any branding rights that Owner has granted to a third party holder of Expo Center branding rights and, in the event there is a conflict between this Agreement and an agreement between Owner and a third party in relation to the Expo Center branding rights, the agreement between Owner and the third party holder of Expo Center branding rights shall control.**

7.3 Service Rights. Owner hereby grants WCFA, on a non-exclusive basis, Expo Center Grounds service rights during its Events and the right to receive all revenues derived therefrom. Except as otherwise set forth in this Agreement, the holder of the Expo Center Grounds service rights for the Events shall be permitted to display its service identification, including without limitation, its trade name, trademarks and logos associated therewith, in all areas of the Expo Center where such services are provided. The Expo Center service rights holders for each of the particular Events shall, at the election of WCFA, be permitted to identify itself as the "official provider" to the WCFA's Events of the applicable service. Following each year's Event, the holder of the Expo Center service rights for such Events shall, within twenty-four (24) hours after the Event has concluded, remove its service identification, including without limitation, its trade name, trademarks and logos associated therewith from all areas of the Expo Center Grounds where same were displayed. **Notwithstanding anything in this Agreement to the contrary, WCFA's non-exclusive service rights hereunder shall be subject to any service rights that Owner has granted to a third-party holder of Expo Center service rights and, in the event there is a conflict between this Agreement and an agreement between Owner and a third party in relation to the Expo Center service rights, the agreement between Owner and the third party holder of Expo Center service rights shall control.**

ARTICLE 8 IMPOSITIONS

8.1 Tax and Assessment Impositions on Licensed Premises. Owner and WCFA agree that the Licensed Premises and Owner's fixtures, furniture and equipment ("FF&E") are governmentally owned and should not be subject to taxes and impositions. The Parties agree to reasonably cooperate with each other in order to keep the Licensed Premises and Owner's FF&E free from taxes and impositions.

8.2 Impositions on WCFA Owned Personal Property. Throughout the License Term, WCFA shall pay, or cause to be paid, all taxes and other impositions levied on, or payable with respect to, WCFA's FF&E that is owned by WCFA or that is used by WCFA and is not part of the Licensed Premises. WCFA shall pay all such taxes and other impositions directly to the taxing authority or other payee thereof.

ARTICLE 9 INSURANCE AND INDEMNIFICATION

9.1 Policies Required by WCFA. At all times during the License Term and continuing thereafter until WCFA has fulfilled all of its obligations under this Agreement, WCFA shall, at its sole cost and expense, obtain, keep and maintain or cause to be obtained, kept, and maintained, the following insurance policies:

(a) **Commercial General Liability Policy.** A commercial general liability insurance policy in accordance with the following coverage requirements:

1. 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.
2. Damages to Rented Premises coverage in the minimum amount of \$100,000;
3. Medical Expenses coverage in the minimum amount of \$10,000;
4. The policy must be effective during the Events, including move-in and move-out dates;
5. The policy must name of the Event under description of operations; and
6. **The policy must name "Williamson County, Texas" as a certificate holder AND as an additional insured.**

(b) **Workers' Compensation Policy.** A workers' compensation insurance policy and any and all other statutory forms of insurance now or hereafter prescribed by applicable law, providing statutory coverage under the laws of the State of Texas for all Persons employed by WCFA in connection with the Licensed Premises and employers liability insurance policy (collectively, the "WCFA's Workers' Compensation Policy") affording protection of not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by accident (each accident), not less than One Million and No/100 Dollars (\$1,000,000.00) for bodily injury by disease (each employee) and not less than One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease (policy limit).

(c) **Comprehensive Automobile Liability.** A comprehensive automobile liability policy, written on an occurrence basis, in an amount not less than Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) per person, Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence, with property damage coverage in an amount not less than One Hundred Fifty Thousand and No/100 Dollars (\$100,000.00) per occurrence for all automobiles operated or used by WCFA on the Licensed Premises ("WCFA's Auto Policy"). WCFA's Auto Policy shall be (i) on a standard form written to cover all owned, hired and non-owned automobiles, (ii) endorsed to include Owner as an additional insured, (iii) contain cross-liability and severability of interest endorsements and (iv) state that this insurance is primary insurance as regards any other insurance carried by Owner, if any.

9.2 Owner Self-Insured. Owner is a political subdivision of the State of Texas. Since claims against Owner are subject to the liability and damage limitations of the Texas Tort Claims Act, Owner may choose to self-insure rather than to obtain insurance coverage for any residual liability that may result from any lawful claims against it, its officials, employees, or agents in relation to the Licensed Premises.

9.3 Failure to Maintain. If at any time and for any reason WCFA fails to provide, maintain, keep in force and effect, or deliver to the Owner proof of any of the insurance required under this Agreement and such failure continues for ten (10) days after notice thereof from the Owner, the Owner may, but shall have no obligation to, procure single interest insurance for such risks

covering WCFA, and WCFA shall, within ten (10) days following Owner's demand and notice, pay and reimburse the Owner.

9.4 Delivery of Evidence of Insurance. At least forty-five (45) days before the first day of each year's Event, WCFA shall deliver to Owner evidence showing that each of the insurance policies required to be obtained, kept or maintained under the terms of this Agreement is in full force and effect. Such evidence shall include Certificates of Insurance issued by a responsible officer of the issuer of such policies, or in the alternative, a responsible officer of an agent authorized to bind the named issuer, setting forth the name of the issuing company, the coverage, limits, deductibles, endorsements, term and termination provisions thereon.

9.5 Additional Policy Requirements.

- (a) All insurance policies required to be procured under this Agreement shall be effected under valid policies issued by insurers which have an A. M. Best Company, Inc. rating of "A-" or better.
- (b) Each insurance policy required to be carried hereunder by or on behalf of WCFA shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that such insurance policy shall not be canceled, non-renewed or coverage thereunder materially reduced unless the Owner shall have received written notice of cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such written notice to be sent to Owner not less than ninety (90) days (or the maximum period of days permitted under applicable law, if less than ninety (90) days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the written notice shall be sent to Owner on the earliest possible date but in no event less than ten (10) days prior to the effective date of such cancellation.
- (c) WCFA shall cause its insurers providing the required insurance under this Agreement to waive any rights of subrogation against the Owner. WCFA shall ensure that such waivers are reflected in endorsements to the applicable insurance policies. WCFA's insurer shall not have any right of recovery or subrogation against the Owner based on any loss or claim arising out of this Agreement.

9.6 WCFA's Agreement to Indemnify.

9.6.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, WCFA SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 WCFA, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE LICENSED PREMISES OR IN CONNECTION WITH THE USE OF THE LICENSED PREMISES. WCFA HEREBY INDEMNIFIES THE

INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF 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.

9.6.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, WCFA SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THE USE OF THE LICENSED PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF WCFA 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.

9.7 WCFA's Exclusions. Notwithstanding the provisions of WCFA's indemnity above, WCFA shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with any *injury* to or death of a person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of Owner or its employees, officers, directors, contractors, agents, volunteers or invitees.

9.8 Owner's Exclusions. Owner shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including reasonable attorneys' fees and expenses) arising from or in connection with any injury to or death of a Person or any damage to property (including loss of use) to the extent of the negligence or willful misconduct of WCFA, or its affiliates, employees, officers, directors, contractors, agents, invitees or volunteers.

9.9 No Third-Party Beneficiary. The provisions of this section are solely for the benefit of Owner and WCFA and are not intended to create or grant any rights, contractual or otherwise, to any other person.

9.10 Conduct of Claims. Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this section, Owner may claim indemnification hereunder and shall give written notice of such matter to WCFA. WCFA shall diligently defend any such action, claim or liability, and subject to WCFA's compliance with its indemnification obligations, Owner shall, at WCFA's expense, cooperate fully with WCFA and its legal representatives in the investigation and defense of any claim covered by this Agreement. WCFA shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that WCFA shall promptly notify Owner of all developments in the matter. In no event shall WCFA compromise or settle any such matter without the prior consent of Owner, who shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed. Owner shall have the right, but not the obligation, to be represented by counsel of its own selection and at its own

expense. If the WCFA fails to promptly act to protect the interests of the Owner after having been notified of a claim, Owner may, at WCFA's expense, take action in its own defense.

9.11 Survival. The indemnities contained in this Agreement shall survive the expiration or earlier termination of this Agreement, but only insofar as such indemnities relate to any liabilities, damages, suits, claims or judgments that arose prior to or as of the expiration or earlier termination of this Agreement.

9.12 STATUTORY WARNING UNDER TEXAS LAW. UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) A PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMAL ACTIVITY OR LIVESTOCK SHOW IF THE PROPERTY DAMAGE, INJURY, OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE IN INHERENT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPARATIVE BASIS IN A LIVESTOCK SHOW.

ARTICLE 10 OWNERSHIP OF LICENSED PREMISES; ACCESS

10.1 Title to the Licensed Premises.

10.1.1 Ownership. Fee title to the Licensed Premises shall be and remain in the Owner. Each Party's FF&E and other personal property placed or used in the operation of the Licensed Premises, by or on behalf of such Party throughout the License Term shall be and remain the property of such Party at all times and shall not be considered part of the Licensed Premises, except for alterations, additions, and improvements that are permanently attached to the Licensed Premises and made by WCFA (excepting WCFA's movable FF&E) shall become and remain the property of Owner on the termination or expiration of this Agreement.

10.1.2 Sale or Disposal of Equipment or Other Personal Property. Owner shall have the right at any time and from time to time, to sell or dispose of any physically obsolete or functionally obsolete equipment, fixtures, machinery, furniture, furnishings and other personal property that Owner owns and that constitutes a part of the Licensed Premises (collectively, "Personal property") and then choose whether or not replace such Personal property.

10.2 Access to the Licensed Premises by Owner. Owner shall be entitled to uninterrupted access to the Licensed Premises at all times during the License Term.

ARTICLE 11 CASUALTY DAMAGE

11.1 Damage or Destruction. If, at any time during the License Term, there is any casualty to the Licensed Premises or any part thereof, then Owner shall (i) use all reasonable efforts to promptly secure the area of damage or destruction to safeguard against injury to persons or property and remediate any hazard, and promptly thereafter, notify WCFA in writing of the

estimated time to remedy such casualty and restore the Licensed Premises to a safe condition whether by repair or by demolition, removal of debris and screening from public view, and (ii) Owner shall, to the extent allowed by law, promptly commence and thereafter proceed with reasonable diligence (subject to a reasonable time allowance for the purpose of adjusting the insurance loss and subject to reasonable delays) to repair, restore, replace or rebuild the Licensed Premises as nearly as practicable to a condition which is at least substantially equivalent to that existing immediately prior to such damage or destruction, subject to the terms of this Agreement. Such repair, restoration, replacement or rebuilding, including temporary repairs for the protection of other property pending the completion of any such work, remediation of hazards and restoration of the Licensed Premises to a safe condition or any demolition and debris removal required are sometimes referred to in this Agreement as the "Casualty Repair Work."

11.2 Option to Terminate. In the event that Substantially All of the Improvements are damaged or destroyed by a casualty, WCFA or Owner may, at its option (exercised with reasonable promptness in the circumstances) terminate this Agreement. For the purposes of this section, "Substantially All of the Improvements" shall be deemed to be damaged or destroyed if such casualty causes an untenable condition to exist, or be reasonably expected to exist, for more than six (6) months from the date of the casualty. The determination of whether the Licensed Premises can be rebuilt, repaired and/or reconfigured in order to remedy such untenable condition within such six (6) month period shall be made within sixty (60) days of the date of the casualty by Owner's architect.

ARTICLE 12 ASSIGNMENT; SUBLETTING

12.1 Assignments of WCFA's Interest; Subleasing. WCFA may not (and WCFA agrees that it will not), voluntarily, involuntarily, by operation of law or otherwise (including by way of merger or consolidation), sell, assign, transfer, sublease, pledge, mortgage or encumber this Agreement, any interest under this Agreement or the Licensed Premises (each, a "transfer"), without first obtaining the written consent of Owner. For purposes of this Agreement, the term "transfer" shall not include, and Owner's consent shall not be required for, any grant of a mortgage, pledge, assignment and/or other security interest or lien in or on any of WCFA's equipment, personal property or general intangibles that are not part of the Licensed Premises. The term "transfer" shall not include or mean (a) a space lease (as described below) at a specific Event and provided such space lease is subject and subordinate to this Agreement; (b) any assignment, transfer, mortgage, pledge or encumbrance of any of the WCFA's receivables, accounts or revenue streams from use of the Licensed Premises provided the same is subject and subordinate to this Agreement; and (c) any issuance or transfer of any securities, interests or membership having ordinary voting power for the election of directors.

12.2 Space Leases. WCFA shall have the right to enter into space leases and engage such third party vendors and contractors and enter into such other agreements or arrangements with other persons as WCFA deems necessary, advisable or desirable to fully enjoy and exploit its rights as to the Licensed Premises on days of an Event, *provided* that each such space lease shall be subject and subordinate to this Agreement and to the rights of Owner hereunder. Notwithstanding any such subletting, WCFA shall at all times remain liable for the performance of all of the covenants and agreements under this Agreement on WCFA's part to be so performed.

ARTICLE 13 DEFAULTS AND REMEDIES

13.1 Events of Default.

13.1.1 WCFA Default. The occurrence of any of the following shall be an "Event of Default" by WCFA or a "WCFA Default":

- (a) The failure to pay any of its monetary obligations to Owner, if any, under this Agreement when due and payable if such failure continues for ten (10) days after Owner gives notice to WCFA that such amount was not paid when due;
- (b) The failure of WCFA to perform each covenant and agreement of WCFA with respect to insurance policies and coverages to be maintained by WCFA pursuant to and in accordance with the terms of this Agreement;
- (c) Any material representation or warranty confirmed or made in this Agreement by WCFA or in any certificate required to be delivered by WCFA pursuant to this Agreement shall be found to have been incorrect in any material respect when made or deemed to have been made if such failure is not remedied within thirty (30) days after Owner gives notice to WCFA of such failure;
- (d) The (i) filing of a voluntary petition in bankruptcy; (ii) adjudication of WCFA as a bankrupt; or (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of WCFA under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors; rights generally, unless within sixty (60) days after such filing such proceeding is discharged; or (iv) appointment of a receiver, trustee or other similar official of WCFA or its property; or
- (e) The failure of WCFA to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement on WCFA's part to be kept, performed or observed (other than those referred to in clauses (a), (b), (c), or (d) above).

13.1.2 Owner Default. The occurrence of any of the following shall be an "Event of Default" by Owner or an "Owner Default":

- (a) The failure to pay any of its monetary obligations to WCFA, if any, under this Agreement when due and payable if such failure continues for ten (10) days after WCFA gives notice to Owner that such amount was not paid when due;
- (b) Any material representation or warranty confirmed or made in this Agreement by Owner or in any certificate required to be delivered by Owner pursuant to this Agreement shall be found to have been incorrect in any material respect when made or deemed to have been made if such failure is not remedied within thirty (30) days after WCFA gives notice to Owner of such failure; or
- (c) The failure of Owner to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement on Owner's part to be kept, performed or observed (other than those referred to in clauses (a) and (b) above).

13.2 Owner's Remedies for WCFA Default. Upon the occurrence of any WCFA Default, Owner may, in its sole discretion, pursue any one or more of the following remedies:

- (a) Deliver written notice of the WCFA Default to WCFA. The notice must specify the nature of the WCFA Default and inform WCFA that unless the WCFA Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If WCFA begins a good faith attempt to cure the WCFA Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by Owner, so long as WCFA continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the WCFA Default. If, in the opinion of Owner, WCFA does not cure the default within thirty (30) days or otherwise fails to make any diligent attempt to correct the WCFA Default, Owner may terminate this Agreement. Owner shall not be obligated to issue this notice and grant WCFA an opportunity to cure. Owner may elect to exercise any remedy under this section.
- (b) Owner may terminate this Agreement without notice or an opportunity to cure, and upon such termination, Owner may forthwith reenter and repossess the Licensed Premises by entry, forcible entry, detainer suit or otherwise, without demand or notice of any kind and be entitled to recover, as damages under this Agreement, a sum of money equal to the total of the following (i) the reasonable and necessary cost of recovering the Licensed Premises, (ii) the reasonable and necessary cost of removing and storing WCFA's property, and (iii) any other sum of money or damages owed by WCFA to Owner. In the event Owner shall elect to terminate this Agreement, Owner shall at once have all the rights of reentry upon the Licensed Premises, without becoming liable for damages or guilty of trespass.
- (c) Owner may enter upon the Licensed Premises and do whatever WCFA is obligated to do under the terms of this Agreement; and WCFA agrees to reimburse Owner on demand for any reasonable expenses which Owner may incur in effecting compliance with WCFA's obligations under this Agreement, and WCFA further agrees that Owner shall not be liable for any damages resulting to WCFA from such action. No action taken by Owner under this section shall relieve WCFA from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations.
- (d) Owner may exercise any and all other remedies available to Owner under this Agreement, at law or in equity.

13.3 WCFA's Remedies for Owner Default. Upon the occurrence of any Owner Default, WCFA may, at its sole discretion, have the option to pursue any one or more of the following remedies:

- (a) Deliver written notice of the Owner Default to Owner. The notice must specify the nature of the Owner Default and inform Owner that unless the Owner Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If Owner begins a good faith attempt to cure the Owner Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by WCFA, so long as Owner continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Owner Default. If, in the opinion of WCFA, Owner does not cure the default within thirty (30) days or

otherwise fails to make any diligent attempt to correct the Owner Default, WCFA may terminate this Agreement. WCFA shall not be obligated to issue this notice and grant Owner an opportunity to cure. WCFA may elect to exercise any remedy under this section.

- (b) WCFA may terminate this Agreement without notice or an opportunity to cure, and upon such termination, WCFA may forthwith repossess WCFA's property.
- (c) WCFA may exercise any and all other remedies available to WCFA under this Agreement, at law or in equity, but subject to any limitations thereon set forth in this Agreement.

13.4 Cumulative Remedies. Subject to the provisions of this article and any express provisions of this Agreement to the contrary, each right or remedy of Owner and WCFA provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy of Owner or WCFA provided for in this Agreement, and the exercise or the beginning of the exercise by Owner or WCFA of any one or more of the rights or remedies provided for in this Agreement shall not preclude the simultaneous or later exercise by Owner or WCFA of any or all other rights or remedies provided for in this Agreement or hereafter existing at law or in equity, by statute or otherwise.

13.5 Indirect Damages. In no event shall either party be liable to the other party under any provision of this Agreement for lost or prospective profits, or for any other special, indirect, incidental, consequential, exemplary or punitive damages, in contract, tort or otherwise, whether or not caused by or resulting from such Party's own, sole or concurrent negligence or the negligence of its affiliates or related parties, including claims of the other party arising out of third-party claims.

13.6 Declaratory or Injunctive Relief. In addition to the remedies set forth in this article, the Parties shall be entitled, in any circumstances they may deem appropriate, without the necessity of proving irreparable harm, balance of claims, consideration of the public interest, establishing that monetary damages are inadequate or the posting of a bond, to seek (i) injunctive relief, whether prohibiting or mandating, action by the other Party for any Event of Default of the other Party or as otherwise expressly provided herein or (ii) declaratory relief with respect to any matter under this Agreement. Each of the Parties hereby agrees and irrevocably stipulates that the rights of each Party to injunctive relief pursuant to this Agreement, including this section, shall not constitute a "claim" pursuant to Section 101(5) of the United States Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving the Party to which any such injunctive relief applies.

13.7 No Waivers. No failure or delay of any Party, in anyone or more instances, (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation, thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the

rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

13.8 Court Proceedings. Subject to the agreement of the Parties contained in this Agreement regarding alternative procedures for dispute resolution, any suit, action or proceeding against any Party arising out of or relating to this Agreement or any transaction contemplated hereby or any judgment entered by any court in respect thereof may be brought in any state court located in the City of Georgetown, Williamson County, Texas, and each Party hereby submits to the nonexclusive jurisdiction of such courts for the purpose of any such suit, action or proceeding. Each Party irrevocably agrees not to assert any objection that it may ever have to the laying of venue of any such suit, action or proceeding in any state court located in the City of Georgetown, Williamson County, Texas, and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees not to bring any action, suit or proceeding against the other Party arising out of or relating to this Agreement or any transaction contemplated hereby except in a state court located in the City of Georgetown, Williamson County, Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

13.9 Attorneys' Fees. If any Party places the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy herein provided for such default, in the hands of an attorney who institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs related thereto. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceeding to collect or enforce the judgment.

ARTICLE 14 SURRENDER OF POSSESSION; HOLDING OVER

14.1 Surrender of Possession. WCFA shall, at or before 11:59 p.m. on the last day of each year's Event, peaceably and quietly leave, surrender and yield up to Owner (i) the Licensed Premises, free of subtenancies in a clean condition and free of debris, (ii) the Owner's FF&E in WCFA's possession installed, affixed, attached or supplied by Owner or any Owner's FF&E in WCFA's possession paid for by Owner and all replacements of and substitutions therefor and (iii) all keys for the Licensed Premises in WCFA's possession.

14.2 Owner's Right to Remove. Any of WCFA's fixtures, appliances, furniture, equipment, furnishings or other personal property which remains in, on or around the Licensed Premises ten (10) days after each year's Event may, at the option of Owner, be deemed to have been abandoned by WCFA and may either be retained by Owner as its property or be disposed of, without accountability, in such manner as Owner may determine necessary, desirable or appropriate, and WCFA, upon demand, shall pay the cost of such disposal.

14.3 Holding Over. In the event WCFA shall hold over and not surrender the Licensed Premises to Owner as required in this Agreement, WCFA shall reimburse Owner for all actual reasonable expenses and losses (but not any indirect damages which are excluded pursuant to this

Agreement) incurred by Owner by reason of Owner's inability to deliver possession of the Licensed Premises to a successor licensee or for its own use, together with Owner's reasonable attorneys' fees, charges and costs.

ARTICLE 15 DISPUTE RESOLUTION

15.1 Mediation. Except as otherwise specifically set forth herein, Owner and WCFA shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the Parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction.

15.2 Arbitration. The Parties hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a default thereof shall be decided by any arbitration proceeding.

15.3 Emergency Relief. Notwithstanding any provision of this Agreement to the contrary, any Party may seek injunctive relief or other form of ancillary relief at any time from any court of competent jurisdiction in Williamson County, Texas.

ARTICLE 16 TIME, DELAY, APPROVALS AND CONSENTS

16.1 Time. Times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence in such instrument. All provisions in this Agreement which specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party hereto of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to calendar days, unless otherwise expressly provided. However, in the event the date specified or computed under this Agreement for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party hereto, or for the occurrence of any event provided for herein, shall be a Saturday, Sunday or Owner Observed Holiday, then the date for such performance, delivery, completion, observance or occurrence shall automatically be extended to the next calendar day that is a Business Day.

ARTICLE 17 MISCELLANEOUS PROVISIONS

17.1 Relationship of the Parties. The relationship of WCFA and Owner under this Agreement is that of independent parties, each acting in its own best interests and notwithstanding anything in this Agreement, no partnership, joint venture or other business relationship is established or intended hereby between WCFA and Owner.

17.2 Representations of Owner and WCFA.

17.2.1 Power and Authority. Each individual executing and delivering this Agreement on behalf of a Party hereby represents to the other Party that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

17.2.2 WCFA's Representations. As an inducement to Owner to enter into this Agreement, WCFA hereby represents and warrants to Owner, as of the Effective Date, as follows:

- (a) WCFA is a Texas not-for-profit corporation, duly organized and validly existing under the laws of the State of Texas, with all necessary power and authority to enter into this Agreement and to consummate the transactions herein contemplated. WCFA is in good standing with the Texas Secretary of State and Texas Comptroller; and qualified to do business in Texas.
- (b) All proceedings required to be taken by or on behalf of WCFA to authorize WCFA to execute and deliver this Agreement and to perform the covenants, obligations and agreements of WCFA hereunder have been duly taken. No consent to the execution and delivery of this Agreement by WCFA or the performance by WCFA of its covenants, obligations and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, other than any such consent which already has been given.
- (c) To the best knowledge of WCFA, there is no action, suit, claim, proceeding or investigation pending or currently threatened against WCFA that questions the validity of this Agreement or the transactions contemplated herein.

17.2.3 Owner's Representations. As an inducement to WCFA to enter into this Agreement, Owner represents and warrants to WCFA, as of the Effective Date, as follows:

- (a) Owner is a political subdivision of the State of Texas.
- (b) All proceedings required to be taken by or on behalf of Owner to authorize Owner to execute and deliver this Agreement and to perform the covenants, obligations and agreements of Owner hereunder have been duly taken.
- (c) To the best knowledge of Owner, there is no action, suit, claim, proceeding or investigation pending or currently threatened against Owner that questions the validity of this Agreement or the transactions contemplated herein.

17.3 Equal Opportunity in Employment. The Parties to this Agreement agree that during this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

17.4 Force Majeure. If the Party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said Party, the other Party shall grant such Party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the Party obligated to perform. To obtain release based on force majeure, the Party obligated to perform shall file a written request with the other Party.

17.5 Notice. All notices, consents, directions, approvals, instructions, requests and other communications given to a Party under this Agreement shall be given in writing to such Party at the address set forth below each Party's signature below or at such other address as such Party shall designate by written notice to the other Party to this Agreement and may be (i) sent by registered or certified U.S. Mail, return receipt requested, (ii) delivered personally (including delivery by private courier services) or (iii) sent by telecopy (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after if mailed as provided, (ii) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (iii) in the case of telecopy (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Each Party hereto shall have the right at any time and from time to time to specify additional parties to whom notice hereunder must be given, by delivering to the other Party five (5) days' notice thereof setting forth a single address for each such additional addressee; *provided, however*, that no Party hereto shall have the right to designate more than two (2) such additional addressees.

17.6 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

17.7 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 Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner 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.

17.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

17.9 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties to this Agreement hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

17.10 Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person

(other than the Parties and their permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein or any standing or authority to enforce the terms and provisions of this Agreement.

17.11 Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

17.12 Entire Agreement, Amendment and Waiver. This Agreement constitutes the entire agreement of the Parties hereto and thereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof, may not be amended, supplemented, waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties to be effective as of the 1st day of October, 2026 ("Effective Date").

WCFA:

Williamson County Fair Association, Inc.

By: 

Printed Name: Nathan Winstead

Representative Capacity: Board President

Date: August 25th, 2026

Address: PO Box 1275
Taylor, TX 76574

OWNER:

Williamson County, Texas

By: _____
Steve Snell, County Judge

Date: _____, 2026

Address: 710 Main Street
Suite 101
Georgetown, Texas 78626

Exhibit "A"

The area depicted by the white box in the aerial photograph below shall be the location of the 70' x 70' area of real property to be used for the purpose of situating one, forty (40) foot long sea container box for storing Licensee's event related property.

