



USE AGREEMENT

I. PARTIES

This document constitutes an agreement ("Agreement") by St. Helen Catholic Church of Georgetown, Texas, being a parish in the Diocese of Austin ("Church") relating to the Church's use of County's real property, as more fully described herein below.

II. PURPOSE

Williamson County, being a political subdivision of the State of Texas, owns property located at 3151 Inner Loop in Georgetown, Texas. The said property contains a parking lot that is adjacent to the Williamson County Facilities Service Center (hereinafter referred to as the "Lot").

Church wants to use the Lot in conjunction with a parade that it is conducting on December 11, 2011. Church may, at its own expense and upon consent of County, install temporary improvements and/or lighting as necessary on the Lot. All improvements situated on the Lot shall be immediately removed following the parade. Any property that is left on the Lot following the above mentioned date will be deemed abandoned property and Church hereby grants County the right to remove it and dispose of it, at Church's sole cost and expense, as the County deems fit. Church agrees to maintain the Lot and keep it clean and free of debris and/or trash at all times during and after its use of the Lot. Church agrees to restore the Lot to the condition in which the same was found before Church used such area.

The County shall always have the right to use the Lot for its own purposes and the Church hereby agrees to allow the County to use the Lot for such purposes.

III. LIABILITY AND INDEMNIFICATION

CHURCH, IN USING THE LOT DOES SO AT ITS OWN RISK. COUNTY SHALL NOT BE LIABLE FOR ANY DAMAGES TO PROPERTY OR DAMAGES ARISING FROM PERSONAL INJURIES SUSTAINED BY CHURCH OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS, IN, ON OR ABOUT THE LOT, OR OF ANY OTHER PORTION OF THE LOT, INCLUDING BUILDINGS, PARKING AREA WALKWAYS OF THE LOT, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. CHURCH ASSUMES FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE OR INJURY WHICH MAY OCCUR TO CHURCH, ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS IN, ON OR ABOUT THE LOT OR OTHER PORTION OF THE LOT, UNLESS SUCH DAMAGE OR INJURY IS CAUSED BY THE COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

CHURCH SHALL CONDUCT ITS ACTIVITIES UPON THE LOT SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW CHURCH TO USE THE LOT, CHURCH AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND

REPRESENTATIVES (COLLECTIVELY, THE "INDEMNITEES") 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 INDEMNITEES MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (A) THE USE OF THE LOT BY CHURCH OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS OR BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE CHURCH OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS, (B) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE CHURCH OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS. THE INDEMNITEES SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE CHURCH HEREBY RELEASES AND FOREVER DISCHARGES THE INDEMNITEES FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF CHURCH OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS IN, ON OR AROUND THE LOT OR OTHER PORTION OF THE LOT RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. IN NO EVENT SHALL ANY INDEMNITEES BE LIABLE TO CHURCH OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY CHURCH OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY INDEMNITEES.

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

The terms of this Liability and Indemnification provision shall survive any termination of this Agreement.

IV. TERM OF USE AND TERMINATION

The Church shall be allowed to use the Lot from 12:01 a.m. on December 11, 2011 until 11:59 p.m. on December 11, 2011. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

Executed by the parties below to be effective as of the date of the last party's execution hereof.

Williamson County

Date: 12-06, 20 11

By: 

Dan A. Gattis, County Judge

St. Helen Catholic Church
2700 East University Avenue
Georgetown, TX 78626

Date: November 4, 2011

By: Rev. Robert Becker,

Printed Name: REV ROBERT BECKER

Official Capacity: PASTOR - ST. HELEN CH.