
LICENSE & USE AGREEMENT
(Williamson County Criminal Justice Facility Parking Garage)

This License & Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the Georgetown Palace Theatre, Inc., which is the party named as user on the execution page of this Agreement ("Agency").

RECITALS

WHEREAS, County owns and has the right to use the area or real property in the City of Georgetown, Williamson County, Texas, described as Williamson County Criminal Justice Facility Parking Garage, located at 4th and Rock St, Georgetown, Texas ("Exhibit A");

WHEREAS, Agency desires to use the area or real property described in Exhibit A for its own purposes;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the use of property to ensure they are used on an authorized public purpose;

WHEREAS, the Agency has agreed to accept the use on and subject to the terms herein set forth; and

WHEREAS, this License and Use Agreement shall not run with the property, but shall remain valid and in full force and effect in accordance with the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the County and Agency (the “Parties”) agree as follows:

1. **USE:**

In exchange for the services offered by Agency for the benefit of local communities, including but not limited to: 1) educational and training services for local youth in performing arts; 2) historic preservation efforts through education and preserving the historic Palace Theatre building; 3) contribute to the economic viability of downtown Georgetown by drawing tourists and the local community to the downtown area; and 4) when available, provide a non-partisan venue to the community for meetings, lectures and performances, the County does hereby grant, subject to the terms and provisions hereof, to Agency permission to use the area specified in Exhibit A (the “Authorized Area”), for the use described in Exhibit A hereto, and no other purpose (the “Permitted Use”).

2. **CANCELLATION:**

Agency’s cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License. Furthermore, in the event Agency fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, County 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. **PROOF OF NON-PROFIT STATUS:** Agency has provided proof of status as a 501(c) non-profit corporate entity (“Exhibit B”).

4. **INTERRUPTION OR TERMINATION OF PERMITTED USE:**

County 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, such act is necessary in the interests of public safety.

5. **ASSUMPTION OF RISK:**

Agency, 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 shall not be liable for any damages to property or damages arising from personal injuries sustained by Agency 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. Agency assumes full responsibility for any property damage or injury which may occur to Agency, 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.

6. **INDEMNIFICATION:**

Agency shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and Agency agrees to indemnify, defend, and hold harmless County and its 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 Agency or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the Agency or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the Agency or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the Agency hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of Agency 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 Agency or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by Agency or its agents, contractors, employees, patrons,

performers or guests as a result of the actions or omissions of any Indemnified Person.

7. STATUTES/PERMITS:

Agency hereby acknowledges that County requires 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 Property.

8. NON-DISCRIMINATION:

The Agency 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.

9. LEGAL RECOURSE:

In the event the Agency violates any of the terms or conditions of this Agreement after notice and a reasonable opportunity to cure, County shall have, in addition to any other legal recourse, the right to terminate this and obtain possession of the entire Property, and to remove and exclude the Agency there from, with notice to the Agency.

10. COMPLIANCE WITH LAW:

Agency, 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.

11. NO SUBLETTING AND ASSIGNMENT:

Agency 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.

12. FORCE MAJEURE:

In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil

commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

13. CANCELLATION BY County:

This Agreement may be canceled without liability to County, under any of the following conditions: (a) if the Agency is found to have provided false or misleading information to County, (b) if County 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) for failure to notify County of cancellation of any date or dates covered by the Agreement, (e) if Agency defaults on any or has not completed all conditions and requirements for use of Authorized Area within twenty (20) days prior to Agency's use of the Authorized Area, (f) 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, (g) if the Authorized Area is needed for public necessity or emergency use as determined by County or (h) upon thirty (30) days' written notice to Agency.

14. 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 either Williamson County, Texas or in the Austin Division of the Western Federal District of 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.

15. 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 assigns.

16. 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.

17. INDEMNIFICATION BY COUNTY:

Agency 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 Agency.

18. 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:

Agency: Set forth below on Agency's execution herein below

County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main St.
Georgetown, Texas 78626

19. COUNTY'S RIGHT TO AUDIT:

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be

provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

20. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. 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 AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON County COMMISSIONERS COURT.

21. RETURN OF AGREEMENT

Agency's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that Agency's intends to use of the Authorized Area, accompanied by proof of non-profit status in good standing and other conditions then due or this Agreement will be deemed null and void.

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AS ACCEPTED AND EXECUTED:

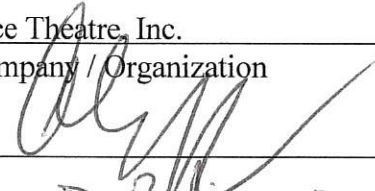
County:


Dan A. Gattis, Williamson County Judge

DATED 11-05, 2017

Agency:

The Georgetown Palace Theatre, Inc.
Company / Organization

Authorized Signer: 

Printed Name: Arturo D. Rodriguez Jr

Representative Capacity: President

DATED Oct 31, 2017

Contact Person: EXECUTIVE DIRECTOR

Address: Georgetown Palace
8105 Austin Ave
Georgetown, TX 78626

Phone No.: 512-869-7469

EXHIBIT A

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The County does hereby grant, subject to the terms and provisions hereof, to Agency, 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 - September 28, 2017

To – September 30, 2022 (5 year initial term)

Hours:

5:00 a.m. to 12:00 a.m.

Permitted Use (Description of Use):

Temporary access and parking privileges from Williamson County for parking of 29 vehicles up to a maximum of 175 vehicles (primarily only during special events or during summer months) and during reasonable daytime and evening hours of usual operations.

Authorized Area (Location):

Williamson County Criminal Justice Facility Parking Garage, located at 4th and Rock St, Georgetown, Texas.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Georgetown Palace Theatre, Inc.	
Address (Street & number, P.O. Box or Route number) PO Box 1516	Phone (Area code and number) 512-869-7469
City, State, ZIP code Georgetown, Texas 78627	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

Georgetown Palace Theatre, Inc. is a 501 (c) (3) Not-for-Profit Organization
Fed. Taxpayer ID #74-2589396
State Taxpayer ID # 3-01142-809d-9

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.