

**AGREEMENT TO TERMINATE
WILLIAMSON COUNTY EXPO CENTER FOOD AND
DRINK CONCESSIONS CONTRACT
(RFP/BID #1606-089)**

This Agreement to Terminate Williamson County Expo Center Food and Drink Concessions Contract (RFP/Bid #1606-089) (this “Termination Agreement”) is hereby made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (“County”), and Players Concessions, Inc., (“Players”).

RECITALS

WHEREAS, County and Players are parties to a contract wherein Players agreed to provide food and drink concessions at the Williamson County Exposition Center pursuant to the terms and conditions of Williamson County RFP/Bid#1606-089 Food and Drink Concessions and Players proposal in response to said Williamson County RFP/Bid#1606-089 (the “Contract”); and

WHEREAS, County and Players desire to terminate the Contract as of the Effective Date of this Termination set out herein below.

NOW THEREFORE, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, the parties agree as follows:

**ARTICLE I
TERMINATION OF COUNTY AGREEMENT**

- 1.01 Termination. On the terms set forth herein, County and Players mutually agree to terminate the Contract.
- 1.02 Effective Date of Termination. The Effective Date of Termination of the Contract shall be **December 20, 2017**.
- 1.03 Obligations Under Contract Prior to Termination. Prior to 11:59 pm on the Effective Date of Termination, County shall continue to comply with all terms of the Contract and Players shall pay all commissions that may be owing to County (if any), continue to comply with all terms of the Contract, remove all its personal property and inventory without damaging County’s property, relinquish all permits and/or licenses issued to Players for operation at the Williamson County Exposition Center, which shall include but not be limited to Texas Alcoholic Beverage Permits (*i.e.* BG Permit), and peaceably return possession of County’s premises to County.
- 1.04 Obligations Under Contract Following Termination. County and Players shall have no continued obligations under the Contract, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations or agreements that expressly extend beyond the Effective Date of Termination under the terms of the Contract.

ARTICLE II
GENERAL PROVISIONS

- 3.01 Entire Agreement. Each party hereto acknowledges that this Termination Agreement embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Termination Agreement may not be altered, modified, terminated, or discharged except by a writing signed by the parties against whom such alteration, modification, termination, or discharge is sought.
- 3.02 Identical Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination Agreement, only one such counterpart need be produced or accounted for.
- 3.03 Representation and Construction. By executing this Termination Agreement, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination Agreement. This Termination Agreement shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination Agreement or any provision contained herein.

IN WITNESS WHEREOF, the parties have executed and bound themselves to this Termination Agreement effective as of the date set forth below each party's execution.

WILLAIMSON COUNTY, TEXAS:

By: _____

Name: Don A. GATTI

Title: County Judge

Date: 12-11- , 2017

PLAYERS CONCESSIONS, INC.:

By: Eddie Hempe

Name: Eddie Hempe

Title: Manager/ Owner

Date: 11/28, 20 17