



**AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND
TEAM RUBICON, INC.**

I. PARTIES

This document constitutes an agreement ("Agreement") between Williamson County ("County") and Team Rubicon, Inc. ("Team Rubicon") relating to the Team Rubicon's use of County's real property, as more fully described herein below.

II. PURPOSE

County owns property known as the Cat Creek Preserve being located near the residential subdivisions named Woodland Park and Sun City in Georgetown, Texas. The Cat Creek Preserve contains environmentally sensitive features. County needs to construct a 50-foot wide shaded fuel break along the perimeter of the Cat Creek Preserve that adjoins residential spaces in order to remove dead fuels (hereinafter referred to as the "Project").

Team Rubicon is in need of training and certifying individuals in the use of chainsaws. In consideration for allowing Team Rubicon to use the County's Cat Creek Preserve for purposes of chainsaw training, Team Rubicon has agreed to perform the Project; and the County hereby agrees to permit Team Rubicon to use the Cat Creek Preserve for said limited purpose.

III. LIABILITY AND INDEMNIFICATION

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

TEAM RUBICON SHALL CONDUCT ITS ACTIVITIES UPON THE COUNTY'S CAT CREEK PRESERVE SO AS NOT TO ENDANGER ANY PERSON THEREON. IN CONSIDERATION OF COUNTY'S AGREEMENT TO ALLOW TEAM RUBICON TO USE THE COUNTY'S PROPERTY, TEAM RUBICON 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, (A) THE USE OF THE COUNTY'S CAT CREEK PRESERVE BY TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS OR BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS, (B) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS. THE INDEMNIFIED PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE TEAM RUBICON HEREBY RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS IN, ON OR AROUND THE COUNTY'S CAT CREEK PRESERVE OR OTHER PORTION OF THE COUNTY'S PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. IN NO EVENT SHALL ANY INDEMNIFIED PERSONS BE LIABLE TO TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY TEAM RUBICON OR ITS AGENTS, CONTRACTORS, EMPLOYEES, OR GUESTS AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY INDEMNIFIED PERSON.

Team Rubicon shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Team Rubicon's use of the County's Cat Creek Preserve. Team Rubicon shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to Team Rubicon and/or its agents, contractors, employees, or guests, all other persons in, on or around the County's Cat Creek Preserve and all property in, on or around the County's Cat Creek Preserve, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities. Team Rubicon hereby agrees to obtain insurance with coverage limits acceptable to County and name County as an Additional Insured.

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

IV. TERM OF AGREEMENT

The Team Rubicon shall be allowed to use the County's Cat Creek Preserve from **6:00 a.m. on Saturday, December 14, 2019 until 6:00 p.m. on Sunday, December 15, 2019.**

EXECUTED BY THE PARTIES ON THE DATES SHOWN BELOW:

Williamson County
710 Main Street, Suite 101
Georgetown, TX 78626

Team Rubicon, Inc.
6171 W. Century Blvd.
Suite 310
Los Angeles, CA 90045

Date: November 26, 2019

Date: November 20, 2019

By: Bill Gravel
Bill Gravel, Jr.
Williamson County Judge

By: Andrew Hanna

Printed Name: Andrew Hanna

Official Capacity: Deputy Director Reg. Op.
TEAM RUBICON Inc