

FIFTH AMENDMENT TO
WILLIAMSON COUNTY EXPOSITION CENTER
OPERATION AND USE AGREEMENT

THIS FIFTH AMENDMENT TO THAT CERTAIN WILLIAMSON COUNTY EXPOSITION CENTER OPERATION AND USE AGREEMENT ("Fifth Amendment") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas ("Owner") and TAYLOR RODEO ASSOCIATION, INC., a not-for-profit Texas corporation ("TRA").

RECITALS

WHEREAS, Owner and TRA executed that certain agreement entitled Williamson County Exposition Center Operation and Use Agreement, hereinafter the "Agreement", which became effective as of July 22, 2015, for the operation and use of designated areas of the Williamson County Expo Center for specific events held by TRA;

WHEREAS, Owner and TRA wish to amend various provision of the Agreement;

NOW, THEREFORE, premises considered, Owner and TRA agree that the Agreement is amended as follows:

AGREEMENTS

1. **Event Booking Notices.** TRA hereby provides Owner with TRA's Booking Notices for Event #1, Event #2 and the Event #3 for the year of 2024:
 - a. Event #1: TRA's Annual Taylor Rodeo during July 17-21, 2024;
 - b. Event #2: Bull Buckout during June 5-9, 2024*; and
 - c. Event #3: TRA's Annual Fundraiser during March 22-23, 2024.

*TRA acknowledges the Williamson County Expo Center's air-conditioned exposition hall and exhibition space, and multi-purpose classroom/conference rooms; and restrooms dedicated for such areas will be rented by a third party during TRA's Booked Event #2 and that such areas will not be available for TRA's use.

2. **Consumable Concessions.** TRA acknowledges that during Booked TRA Events, Owner events and third-party events, Owner has the exclusive right to license, sell, display, distribute and store (in locations reasonably convenient to Owner or its concessionaire and, as designated by Owner) all consumable concessions, which includes, but is not limited to food, food product, candy and any other edible items; nonalcoholic beverages; and alcoholic beverages; and TRA does not have any rights to any revenues generated from the sale of the above referenced items during any Booked TRA Event.

However, Owner hereby agrees to allow TRA to contract with its own food and alcohol vendors, in accordance with the terms hereof, for the Booked TRA Events occurring in 2024 provided that such food and alcohol vendors comply with the policies and procedures of the

Owner and the Williamson County Expo Center.

TRA shall comply with the following terms and conditions in the event alcohol is provided, sold and/or consumed during TRA's Booked Events:

- (a) Alcohol may only be provided by an Approved Alcohol Vendor/Concessionaire with adequate liquor liability insurance coverage.
 - (b) At least seven (7) calendar days prior to TRA's Booked Event, Owner shall be provided with a copy of a Certificate of Insurance evidencing the following minimum liquor liability insurance requirements:
 - (1) Liquor liability coverage limits of \$1MM per occurrence and \$2MM in the aggregate or more;
 - (2) The policy must be effective at all times during TRA's Events;
 - (3) The policy must list the dates when alcohol will be provided and/or consumed during TRA's Booked Events;
 - (4) The policy must name the TRA's Booked Event under description of operations; and
 - (5) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**
- 3. Flat Fee.** TRA and Owner hereby agree TRA will pay to Owner a flat fee of \$18,000.00, which shall be paid to Owner on or before August 1, 2024 ("Flat Fee"). In consideration of the Flat Fee, Owner agrees as follows:
- a. To allow TRA to contract with its own food and alcohol vendors, in accordance with the terms hereof, for the Booked TRA Events occurring in 2024 provided that such food and alcohol vendors comply with the policies and procedures of the Owner and the Williamson County Expo Center;
 - b. To provide all rodeo equipment preparation, setup and tear down services necessary for Booked Event #1 and Booked Event #2 in 2024, which shall include installation and tear down of chutes, panels, and pens;
 - c. To provide arena and dirt preparation services necessary for Booked Event #1 and Booked Event #2 in 2024;
 - d. To pay for restocking costs of the consumables used during Booked Events #1, #2 and #3 in 2024;
 - e. To pay for the utilities costs of the utilities used during Booked Events #1, #2 and #3 in 2024 (See Section 6.12 of the Agreement for types of utilities).

TRA acknowledges and agrees that TRA shall remain obligated to remove trash from the bleachers and bulk trash from trash receptacles after each Booked TRA Event, to pay for the trash bags for the trash receptacles and be obligated to pay the contracted rate to the Owner's janitorial services contractor (currently McLemore Building Maintenance) for janitorial services for each of the TRA Booked Events, which Owner will schedule on behalf of TRA.

TRA hereby further acknowledges that the Flat Fee amount set out herein-above was calculated and agreed upon based on the specific Event #1, Event #2 and the Event #3 for

the year of 2024 named above and that any changes to such events have the propensity of increasing the Owner's actual costs. Thus, TRA agrees that it shall not add or modify the specific Event #1, Event #2 and the Event #3 for the year of 2024 named above and, in the event any modifications are made without the written consent of Owner, TRA shall be obligated to pay, upon demand, any excess actual costs associated with unauthorized modifications or changes to such events.

4. **Owner's Right to Audit.** TRA agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment of any amounts due hereunder, have access to and the right to examine and photocopy any and all books, documents, papers and records of TRA which are directly pertinent to the Booked TRA Events described under this Fifth Amendment for the purposes of making audits, examinations, excerpts, and transcriptions. TRA agrees that Owner shall have access during normal working hours to all necessary TRA facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Owner shall give TRA reasonable advance notice of intended audits.
5. **Media Rights.** Owner reserves the rights and privileges for outgoing television and radio broadcast originating from the Williamson County Expo Center in relation to the TRA Booked Events named herein. Should Owner grant TRA the privilege of conducting outgoing television and radio broadcast, Owner has the right to require advance payment to Owner of any estimated cost related to such broadcasts. TRA acknowledges and agrees that Owner may also require payment for the privilege of making such broadcasts in addition to the other fees TRA is obligated to pay to Owner. The grant of any broadcasting privileges must be in writing and obtained from the Expo Center Manager in advance of the broadcast date.
6. **Effective Term of Amendment.** To the extent necessary and for only the TRA Booked Events occurring in 2024, the amendments set out above shall control and take precedent over any conflicting term of the Agreement. Following 2024, the above stated amendments shall not be effective, and all terms of the Agreement shall control thereafter.
7. **Authority.** Each party represents and warrants that it has due power and lawful authority to execute and deliver this Fifth Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Fifth Amendment are the valid, binding and enforceable obligations of such party.
8. **Extent of Amendment.** All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Fifth Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS
(Owner)**

By: Valerie Covey
Signature

Printed Name

Title

_____, 20____
Date

**TAYLOR RODEO ASSOCIATION,
INC. (TRA):**

By: Tim Sims
Signature

Tim Sims
Printed Name

President
Title

January 3, 2024
Date