



Williamson County Exposition Center License & Use Agreement

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of this State of Texas, ("Licensor" or "Williamson County"), acting by and through its duly authorized Williamson County Exposition Center General Manager ("Expo Center Manager"), and the undersigned individual or entity ("Licensee") relating to the license and use of the Williamson County Exposition Center ("Expo Center").

1. **LICENSE:** In exchange for the Security Deposit, License & Use Fees and other fees described in Paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof, to Licensee permission to use the areas of the Expo Center Premises specified in **Exhibit "A"** (collectively referred to as the "Licensed Facilities") for the purpose of holding the event set out and described in said exhibit ("Event"). **Exhibit "A"** is incorporated herein by reference as if copied in full. Licensee's use is restricted to the herein identified and named Licensed Facilities, including the use of the parking area adjacent to the reserved Licensed Facilities, and any avenues of ingress and egress to the Licensed Facilities and such parking areas.
2. **TERM OF LICENSE:** The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times set forth in **Exhibit "A."**
3. **FEES AND PAYMENT:**

LICENSE & USE FEES; OTHER FEES AND COSTS: Licensee hereby covenants and agrees to pay Williamson County the License & Use Fees set out in **Exhibit "A"** for the use of the Licensed Facilities. In addition to the License & Use Fees and any damages that Licensee may become obligated to pay hereunder, if any, Licensee also hereby covenants and agrees to pay the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees used, acquired and incurred during Licensee's Event. The fee amounts for the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, which is attached hereto and incorporated herein by reference.

ACCEPTABLE FORMS OF PAYMENT - Williamson County accepts payment by Cash, Check, Discover, Visa, and MasterCard only. Any checks returned for any reason will be subject to the fees set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, as well as be referred to the Williamson County Attorney's Office for prosecution and collection.

PLACE FOR PAYMENT: Licensee shall pay all fees and amounts due hereunder at the Expo Center office located at 5350 Bill Pickett Trail Taylor, TX 76574.

PAYMENT TERMS: All fees and any damages that Licensee is obligated to pay hereunder shall be paid in accordance with the payment terms set out in **Exhibit "A."**

UNTIMELY OR INSUFFICIENT PAYMENT. If Licensee fails to timely pay any amounts due under this Agreement, all amounts not paid shall bear interest at the highest rate allowed under applicable law. Time is of the essence for the payment of all amounts hereunder. **Licensee hereby acknowledges that strict compliance with payment due dates is required and that there is no grace period pertaining to such payments.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Williamson County may exercise, at law or in equity, for Licensee's failure to timely pay. Furthermore, Williamson County may deny Licensee from any future use of the Expo Center Premises due to a failure to timely pay.

4. SECURITY DEPOSIT: The Expo Center may require Licensee to deposit with the Expo Center, as a Security Deposit for the Licensed Facilities, the Security Deposit set out in **Exhibit "A"**, the disposition of which shall be governed by the terms of this Agreement. The full execution of this Agreement and payment of the Security Deposit, if required, reserves the Licensee's Event date(s) and public or private promotion for the Event may take place thereafter. The Security Deposit may be applied to any fees, costs, damages or other amounts that Licensee may become obligated to pay hereunder. If no damages are incurred, clean-up is satisfactorily completed and no other fees, costs, or other amounts are owing by Licensee following Licensee's Event and move-out, the Security Deposit may be refunded approximately forty-five (45) business days after the Event.
5. MANAGEMENT AND CONTROL OF FACILITY: Williamson County retains control and management of all areas of the Expo Center, which includes the Expo Center's Parking Lot, Main Arena, Covered Warm-up Arena, Show Office, Ticket Office, Outdoor Arena, Indoor Exposition Hall (North), Indoor Exposition Hall (South),

Outdoor Covered Exposition Hall, Meeting Room, Conference Room, Catering/Warming Kitchen, RV Park, Restrooms and Concessions Buildings, Pavilion, and Tarmac (collectively the "Expo Center Premises") at all times and shall have the right at all times to enforce all terms and conditions described herein and shall have the right to eject any or all persons who fail or refuse to comply with such terms and conditions. Expo Center employees are responsible for management and maintenance of the Expo Center Premises and shall have the right to access the Licensed Facilities at any time during any event.

6. HOURS OF OPERATION: The Expo Center's hours of operation are as follows:

Expo Center Office Hours: Monday-Friday 8 am - 5 pm

Event Hours: Monday-Sunday between the hours of 6am - 12am

NOTE: The above hours of operation may be affected by holidays observed by Williamson County and may be subject to change.

7. AFTER HOURS ACCESS; NIGHT WATCHMAN: At least fourteen (14) calendar days in advance of the Licensee's move-in date, Licensee must notify Expo Center Management of any need for access to the Licensed Facilities between the hours of 10:00 p.m. to 6:00 a.m. A night watchman is required from 10:00 p.m. to 6:00 a.m. each night during which horses or other animals are stalled or kept on the Expo Center Premises. The Expo Center Management will provide a list of approved night watchman providers that Licensee shall be responsible to contract with directly. Night watchman security personnel must be contracted independently at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management.
8. SECURITY: Uniformed peace officer(s), commissioned in the State of Texas, are required at all events having alcohol; any event having over 500 guests; and/or at the discretion of the Expo Center Management. Officers must be contracted independently by Licensee at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management. Officers must be paid individually and directly by Licensee.

9. **EVENT STAFFING:** Licensee shall provide all ushers, announcers, ticket takers, clean-up crews and other personnel necessary to conduct the Licensee's activities and obligations at the Event. Licensee must have an authorized representative, who has decision-making authority, on the Licensed Facilities at all times during the Event and, if Licensee fails to do so, the Expo Center Manager may suspend the Event until such time that Licensee's provide an on-site authorized representative. Licensee shall provide a list of key Event staffing contacts by name and phone number to Expo Center Management at least seventy-two (72) hours in advance of Licensee's move-in date. An Expo Center employee may, at the Expo Center Management's option, be on-site or on-call while the Licensed Facilities are occupied. This will be determined on an event-by-event basis and finalized during planning meetings.
10. **FLOOR/AREA PLANS:** Licensee shall submit floor/area plans to Expo Center Management at least fifteen (15) calendar days in advance of Licensee's Event. The plan should include alcohol distribution and consumption areas, decorations, dimensions of all aisles, booths, table, chair locations, parking areas, loading areas, unloading areas, stall diagrams, arena set-up plans, etc. Expo Center Management will work with the Licensee on parking spaces, loading and unloading spaces, specific needs, requirements for fire safety standards and Expo Center Premises requirements. A key/keycard will be provided during event planning meetings between Licensee and Expo Center Management. Lost keys/keycards will result in a lost key/keycard fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.
11. **USE RESTRICTIONS:** The following is a non-exhaustive list of reasons that Williamson County may refuse, in its sole discretion, event booking requests:
- (a) the event may cause undue or unusual damage to the Expo Center Premises;
 - (b) the event may violate local, state or federal laws, rules or regulations;
 - (c) the event may cause liability to Williamson County;
 - (d) the event may be obscene pursuant to state and/or federal laws;
 - (e) the event may be defamatory to Williamson County;
 - (f) the event conflicts with a similar event previously scheduled on the Expo Center Premises (once a License & Use Agreement has been fully signed and the Security Deposit, if required, has been paid in full to Williamson County, Williamson County may, in its sole discretion and without obligation, choose not to schedule a like event on any part of the Expo

Center Premises during the same period of time as that scheduled by the Licensee);

- (g) prior violations of any terms and conditions of the License & Use Agreement and/or policies of the Expo Center;
- (h) prior disregard for persons or property while using the Expo Center Premises;
- (i) prior conduct at the Expo Center Premises which is deemed by Williamson County to be of an inappropriate manner; and/or
- (j) Failure to make full payment or timely payment for any and all charges and fees relating to the Expo Center.

12. **MOVE-IN/MOVE-OUT:** Move-in/move-out days occur Monday-Friday 8am-5pm and each event shall only have one move-in date and one move-out date. The rate for a move-in day is one half of the total License & Use Fees. Additional hours outside of Monday-Friday 8am-5pm on a move-in/move-out day are subject to the hourly fee rate set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Move-in/move-out days requested outside of Monday-Friday are subject to a greater rate, as determined by Expo Center Management. Events must end in accordance with their contracted end time. If Licensee fails to move-out prior to 11:59 pm on the move-out date, the Licensee shall pay a minimum hourly Extended Facility Rental fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

13. **CANCELATIONS BY LICENSEE:** In order to receive a refund of the Security Deposit, if any, and refund of all prepaid fees, if any, less a mandatory \$100 cancellation fee, Licensee must provide notice of cancellation, in writing, to the Expo Center Manager at least sixty (60) calendar days before the Licensee's Event. Cancellations notices that are more than thirty (30) calendar days but less than sixty (60) calendar days from the Licensee's Event will result in forfeiture of the entire amount of the Security Deposit, if any; provided, however, all prepaid License & Use Fees and other fees will be refunded. In the event that Licensee's cancellation notice is received less than thirty (30) calendar days from the date of the Licensee's Event, Licensee will also forfeit all of its License & Use Fees and other prepaid fees in addition to forfeiture of the entire amount of the Security Deposit, if any.

14. **RESCHEDULING:** A rescheduling fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, shall be applied to events that are rescheduled to a date that is in excess of sixty (60) calendar days from the Licensee's original scheduled event date. Any event that is rescheduled on a date that is within sixty (60)

calendar days of the Licensee's original scheduled event date will be handled as a cancellation and Licensee will be required to pay any applicable cancellation fees hereunder and will need to rebook its event. Any rescheduling will be subject to availability.

15. CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case any part of the Expo Center shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the Agreement difficult or impossible to perform, (f) if any part of the Expo Center is needed for public necessity or emergency use as determined by Williamson County, (g) the existence of any of the Use Restrictions set out herein, and/or (h) for convenience and without cause upon sixty (60) calendar days written notice to Licensee; provided; however, in the event of Williamson County's termination for convenience and without cause, it is understood and agreed that only the Security Deposit, if any, and any prepaid fees received by Williamson County at the time of termination may be reimbursed to Licensee and that no penalty will be assessed for Williamson County's termination of this Agreement for convenience.

16. INSURANCE REQUIREMENTS: Upon Licensee's execution of this Agreement, Licensee shall provide the Expo Center Manager with a Certificate of Insurance ensuring compliance with the insurance requirements set out herein. Licensee shall carry Commercial General Liability Insurance for all events at the Expo Center in accordance with the following coverage requirements:

- (a) One million dollar (\$1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury.
- (b) Damages to Rented Premises coverage in the minimum amount of \$100,000;
- (c) Medical Expenses coverage in the minimum amount of \$5,000;
- (d) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
- (e) The policy must list the dates of use (including move-in/move-out);
- (f) The policy must name of the Event under description of operations; and

- (g) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

All policies of insurance provided by the Licensee must comply with the requirements set forth herein and the laws of the State of Texas. Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company.

Williamson County reserves the right to review the insurance requirements set forth herein and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by Williamson County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Licensee.

At least seven (7) calendar days prior to Licensee's Event, Licensee shall provide the Expo Center with a copy of a Certificate of Insurance evidencing the insurance requirements hereunder. Williamson County shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the parties or the underwriter of any of such policies. Damages caused by the Licensee and not covered by insurance shall be paid by the Licensee.

17. **CLEANING:** Areas of the Licensed Facilities must be left in the state and condition that they were found prior to Licensee's Event. General cleaning is the responsibility of the Licensee in all areas of the Licensed Facilities after Licensee's Event. If the Licensee fails to complete clean-up, Licensee's Security Deposit may be forfeited. For larger events and events open to the public, Expo Center Management may require Licensee's use and delivery of a roll off dumpster for the Event. If Licensee's Event causes a need for excessive cleaning, Licensee shall be subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**
18. **FREIGHT:** All freight is the responsibility of the Licensee. All freight deliveries require advanced coordination and approval of the Expo Center Management. Uncoordinated delivery of freight may be denied and is subject to return to sender at no expense to the Expo Center. Any freight delivered before an event must have

permission from the Expo Center Management. Any freight left after an event move-out date or time will be assessed a daily fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Deliveries for event coordinators may be accepted by Expo Center employees with prior approval by Expo Center Management; provided, however, any risk of loss for such deliveries shall remain solely with the Licensee and Williamson County shall not be required to provide any safekeeping or care for such deliveries.

19. **SAFETY; FIRST AID:** Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Licensee's use of the Licensed Facilities. Licensee's safety program shall comply with all applicable federal, state and local laws and regulations. Licensee is encouraged to contract and provide certified first aid personnel during the Licensee's use of the Licensed Facilities. Licensee assumes total responsibility for the qualifications and actions of its first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy of same must be filed with Expo Center Manager's office by the close of each day that any accidents or incidents occur at Licensee's Event.

20. **GLASS CONTAINERS:** With the exception of individual beverage glasses confined to the Expo Center Hall rooms only, glass drinking containers are not permitted on any of the Expo Center Premises including its parking lots. No glassware of any kind is allowed in the Expo Center arenas, barns, or parking lots.

21. **ALCOHOL TERMS & CONDITIONS:** The following terms and conditions shall apply when alcohol is served and/or consumed during Licensee's Event:

- (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 Licensee's Event, the Expo Center 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 during the contracted times as stated in the Agreement, including move-in and move-out dates;
 - (3) The policy must list the dates when alcohol will be provided and/or consumed during the Event;
 - (4) The policy must name the Event under description of operations; and

(5) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

- (c) The Licensee must provide adequate security for any events serving or selling alcohol, as set out herein.
- (d) Guests attending events shall never be allowed to bring alcohol into the Event. "Bring your own bottle" is prohibited in all areas of the Expo Center Premises.
- (e) The Licensee's Approved Alcohol Vendor/Concessionaire will be charged a separate fee at time of reservation as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.
- (f) The serving of all alcohol must cease at least thirty (30) minutes prior to the scheduled end of Licensee's Event but may be ceased sooner if deemed necessary.
- (g) The Floor/Area Plans required herein must detail the location, time and security plans relating to the sale/distribution and consumption of alcohol. No alcohol may leave the designated areas set forth in the Floor/Area Plans.
- (h) No glass containers of alcohol of any kind may be sold or provided.
- (i) All Texas Alcoholic Beverage Commission ("TABC") rules must be followed.
- (j) If alcohol is to be sold or provided at a ticketed event in any Expo Center Premises, including the Expo Center's Hall, Arena or Covered Expo the following requirements must be met:
 - (1) Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws) to provide alcohol sale and service for the Licensed Facilities.
 - (2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.
 - (3) Approved Alcohol Vendor/ Concessionaire must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.
- (k) If alcohol is to be provided to the general public for free, or otherwise made available on the Expo Center Premises, including the Exposition Center's Exposition Hall, Arena or Covered Expo the following requirements must be met:

- (1) Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with a current liquor license to provide alcohol sale and service for the Licensed Facilities.
- (2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.
- (3) Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

- (l) If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available at Licensee's Event, the Licensee, participants, spectators and anyone else involved with the Event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

22. VENDORS: For purposes of this License & Use Agreement, a "vendor" is any individual or company that is providing a service or product for sale or distribution on the Expo Center Premises. All vendors must be approved by the Licensee and the Expo Center Management prior to the Event.

23. CONCESSIONS: When the Expo Center has contracted with a year-round Concessionaire, all concessions must be provided exclusively by the approved year-round Concessionaire for the Expo Center. Licensee will have the option of buying out the County's Concessionaire at a negotiated rate based on per guest entries for all entrants over the age of three (3). The concession buyout fee will be added to fees payable to Williamson County under this Agreement. Vendors performing services under the concession buyout will be held responsible for completing and complying with the Expo Center's concession permit process.

24. CATERING: The Expo Center allows catering through a list of Approved Caterers. Approved Caterers shall be charged a surcharge as outlined in the Expo Center's caterer's permit. Cooking on the Expo Center Premises may be allowed only by approval of the Expo Center Manager.

25. FOOD SAFETY: Food vendors that are providing food for the public at Licensee's Event must follow the Expo Center's permitting process, which requires that all food vendors be permitted through the Williamson County & Cities Health District (wcchd.org). When an event involves a temporary food service operation or food demonstration, Licensee shall be responsible for complying with all State Health

Department guidelines and requirements. The Williamson County & Cities Health District can issue a temporary food service certificate for such events.

30. **ADVERTISING AND EVENT MARKETING:** Licensee shall not hang signs, bunting or other advertising materials anywhere on the Expo Center Premises without prior approval of Expo Center Management. Expo Center employees shall not be responsible for Event promotion, including social media live feeds and other forms of social media content. The Williamson County official logo may not be used on any promotional material without the express written consent of the Williamson County Commissioners Court.
31. **FACILITY ALTERATIONS:** Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the Expo Center Premises without prior written authorization of Expo Center Management. All alterations must be requested in writing and submitted a minimum of thirty (30) business days prior to the Event.
32. **DECORATIONS:** The Licensee is responsible for their own safety and the safety of those associated with its Event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or fireworks are prohibited on the Expo Center Premises. All decorations hung from ceilings or that require the use of equipment may only be performed by Expo Center staff and Licensee must deliver such decorations no less than seventy-two (72) hours prior to Licensee's Event with instruction on where to place them. Decorations hung by Expo Center staff are subject to a decoration fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.
33. **HELIUM BALLOONS:** Helium balloons may not be distributed or sold in/on or around the Expo Center Premises. With prior approval of the Expo Center Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in/on or around the Expo Center Premises during Licensee's Event, a charge for the removal of the balloons will be assessed to the Licensee. Helium balloons that escape to the ceiling are subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

34. **FLAMMABLE AND HAZARDOUS MATERIALS:** Flammable liquids or materials under high pressure are prohibited in, on or around the Expo Center Premises. This includes; but is not limited to gasoline, kerosene and propane.
35. **CANDLES AND OPEN FLAMES:** Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and for enclosed tea light candles on tabletops. Any other open flame will be allowed only at the discretion and written consent of the Fire Marshal having jurisdiction over the Leased Premises and must comply with the International Fire Code Section. There shall be no pyrotechnics inside any areas of the Expo Center Premises.
36. **SMOKING AND VAPING:** Smoking or vaping may only be conducted in designated areas of the Expo Center Premises.
37. **FOG AND SMOKE MACHINES:** Use of fog or smoke machines is restricted to only outside areas of the Expo Center Premises and shall not be used inside any enclosed areas of the Expo Center Premises.
38. **EXIT DOORS AND FIRE CODE:** A 10' clearance on both sides of all Expo Center Premises exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies or issues arising out of Fire Code issues or violations will be decided upon by the Expo Center Management and the Fire Marshal having jurisdiction over the Leased Premises.
39. **AUTOMOBILES:** Automobiles will not be allowed in the Expo Center Hall without written authorization of the Expo Center Manager at least fourteen (14) calendar days prior to Licensee's Event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.
40. **HAZARDOUS WASTE:** The Licensee agrees that, at all times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify Expo Center Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or

body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, concessionaires or employees dump grease in the Expo Center Premises' sewer system, or at locations not authorized by Expo Center Management, or shall otherwise violate the provisions of this paragraph, Williamson County will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by Williamson County. Such fine or penalties shall be imposed by Williamson County for each infraction and Licensee shall be deemed in material breach of this Agreement and subject to immediate termination of this Agreement and removal from the property.

41. ELECTRICAL: Events requiring special electrical supply or arrangements must provide a detailed layout of the electrical needs to the Expo Center Manager thirty (30) calendar days prior to Licensee's Event and an additional electricity charge will be assessed.
42. ANIMALS: Licensee utilizing any of the Expo Center Premises for any activity in which animals are used or exhibited shall fully comply with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of their owner or handler at all times. Persons keeping animals on the Premises must use every care to assure safety of visitors and other patrons/personnel. Violation of this policy may result in removal of animals from the Expo Center Premises by Williamson County Animal Control.

Animals that are not being used or exhibited as a part of the Licensee's Event, pets, comfort animals, emotional support animals or other animals that do not qualify as a "Service Animal" as that term is defined by ADA Regulations, 28 C.F.R. § 35.136, and Chapter 121 of the Texas Human Resources Code are not permitted on the Expo Center Premises.

As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought on the Expo Center Premises. All other animals must comply with state mandated regulations from the Texas Animal Health Commission and the Rabies Control Act.

43. **LIVESTOCK BEDDING:** There shall be no outside bedding of any kind allowed on the Expo Center Premises without written approval by the Expo Center Manager. All bedding must be purchased from the Expo Center for the purpose of bedding stalls or livestock pens. Licensee agrees that any bedding not purchased from the Expo Center or the cleaning and disposing of materials onto any paved surfaces of the Expo Center Premises will subject the Licensee to forfeiture of the Security Deposit and additional clean up fees as determined by Expo Center Management.

44. **GUNS AND GUN SHOW POLICY:** Exhibitors displaying firearms at Licensee's Event must comply with all federal, state and local laws governing the possession and/or sale of firearms. Firearms may not be loaded or fired in the interior or exterior of the Expo Center Premises, including parking areas during Licensee's Event. If Licensee's Event is a gun show, non-permitted or non-authorized individuals who obtain a firearm or handgun at the Event must leave the Expo Center Premises immediately upon acquiring such firearm. Firearms exhibited, sold or exchanged at gun show events must have their trigger mechanisms secured with tie wraps or similar devices. Licensees must provide adequate security during gun show events.

45. **BARREL RACING EVENTS:** All barrel racing events require a minimum of a three consecutive day booking. Williamson County Exposition staff will prepare the arena(s) for the event and maintain the arena(s) during big drags. However, all barrel racing event licensees shall provide their own tractor, arena drag, and tractor operator for the entirety of the race event.

46. **INDEMNIFICATION:**

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Licensee SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH OR FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE

STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

47. STATUTORY WARNINGS:

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES. STALL AT YOUR OWN RISK.

WILLIAMSON COUNTY IS NOT RESPONSIBLE FOR DAMAGE, THEFT OR INJURY TO ANIMALS, PERSONS OR PROPERTY.

- 48. INTELLECTUAL PROPERTY:** Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in Licensee's Event at the Licensed Facilities and LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND

AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. As set out herein-above, the Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

49. **LIABILITY AND LIMITATIONS OF PARKING:** Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles, trailers, other motorized equipment, personal property or articles left parked or situated on Williamson County property. Licensee shall be responsible for requesting designated parking. Individuals who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.
50. **LIMITATIONS OF LIABILITIES:** Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Licensed Facilities or Expo Center Premises, however arising, even if Williamson County has been advised of the possibility of such damages. Licensee hereby agrees that Williamson County's liability for damages arising out of, relating to, or in any way connected with this Agreement will not in any event exceed the amounts received under this Agreement. Licensee is hereby advised and encouraged to procure event cancellation insurance. Williamson County shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly through no fault of Williamson County.
51. **LOST OR STOLEN ITEMS:** Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Expo Center Premises. Expo Center Management will accept lost and found articles for distribution during normal business hours. In addition, Expo Center Management is not responsible for any loss of any type of articles, equipment, personal property, exhibits, displays or materials left unattended on the Expo Center Premises. The usage of security personnel when such articles, equipment, personal property, exhibits, displays or materials are left in buildings or on the Expo Center Premises shall be the responsibility of the Licensee. All articles, equipment, personal property, exhibits, displays or materials may be brought into the Licensed Facilities only at move-in date and times designated by this Agreement. Licensee assumes all responsibility for all articles, equipment, personal property, exhibits, displays or materials, which may be placed in Williamson County's storage before, during, or after Licensee's event.

52. **PARKING LOTS AND ROADWAYS:** Multiple events may be conducted simultaneously at the Expo Center by different individuals and entities. It is the Licensee's responsibility to coordinate with Expo Center Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency services equipment and apparatus, as well as for Williamson County maintenance workers. Parking lots are subject to availability.
53. **RECREATIONAL VEHICLE (RV) PARKING:** Any camping or use of RV's during Licensee's Event shall only be allowed in the designated areas for camping and parking. Expo Center Management will work with Licensee to determine location, additional fees and number of RV sites to be allocated for its Event. RV sites will be available for rent by Licensee's Event participants once the License & Use Agreement is fully executed and the Security Deposit, if any, has been paid by Licensee. No overnight horse tie-outs shall be allowed in the RV Park. All RV sites must be paid in full before parking in the RV Park and site assignments will be determined by the Expo Center staff. There shall be no refunds once a RV reservation has been booked and paid. The RV related fees are set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.
54. **RESPONSIBILITY:** Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the Licensee's Event.
55. **CAPACITY:** Licensee shall not admit to the Licensed Facilities a larger number of persons than the seating and/or occupancy capacity thereof. The determination of the Expo Center Manager on capacity limits shall be final.
56. **WILLIAMSON COUNTY EQUIPMENT:** Without prior coordination and consent of Expo Center Management, Licensees shall not operate Williamson County owned motorized equipment. Additionally, Licensee shall not dispose of, in any manner, equipment or materials owned by Williamson County
57. **COUNTY PROPERTY:** Licensee assumes responsibility for any items borrowed from the Expo Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the Licensee's Security Deposit.
58. **MEDIA RIGHTS:** Williamson County reserves the rights and privileges for outgoing television and radio broadcast originating from the Expo Center Premises during the term of this Agreement. Should Williamson County grant Licensee the privilege of

conducting outgoing television and radio broadcast, Williamson County has the right to require advance payment of any estimated cost related to such broadcasts to the Expo Center and may also require payment for said privilege in addition to the other fees Licensee is obligated to pay under this Agreement. The grant of any broadcasting privileges must be in writing and obtained from the Expo Center Manager in advance of the broadcast date.

59. PHOTOS: Expo Center Management may take photos of events held at Expo Center. These photos shall be the property of Williamson County and may be used by Expo Center Management for educational or promotional materials.

60. PHOTOGRAPHY PRODUCTION: If Licensee's use hereunder is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Licensee and its successors, assigns and licensees. In connection with Licensee's use of the Licensed Facilities and the production of photography, Licensee may refer to an area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. Williamson County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

Licensee hereby acknowledges and agrees that the Licensed Facilities used hereunder shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of such area that would be defamatory to Williamson County. In the event Licensee should use the Licensed Facilities described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.

61. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, sublicense, assign, pledge, or hypothecate this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.

62. **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 Williamson County, 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.
63. **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.
64. **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.
65. **NO WAIVER OF IMMUNITIES:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
66. **NO WAIVER:** The failure or delay of a party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver

of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

67. NOTICE. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set forth on the signature page below.
68. EQUALITY: Licensee shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public at its Event because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.
69. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of Williamson County and the State of Texas. Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules on the Expo Center Premises and must act in good faith and cooperate with Williamson County.
70. 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.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE MUST SIGN THE AGREEMENT AND RETURN IT AND THE SECURITY DEPOSIT, IF ANY IS REQUIRED, TO THE EXPO CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE EXPO CENTER MANAGER. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

WILLIAMSON COUNTY, TEXAS

LICENSOR

By: Bill Gravell Jr.
Bill Gravell (Oct 22, 2024 18:50 CDT)

Printed Name: _____

Title: Williamson County Exposition
Center Manager

Date: _____, 20²⁴

Address for Notices:

Williamson County Exposition Center
Attn: Williamson County Exposition
Center Manager
5350 Bill Pickett Trail
Taylor, TX 76574

LICENSEE

By: [Signature]

Printed Name: Cledia Hernandez

Title: Vice Chancellor & Chief Ext. Relations Officer

Driver's License #: 12

Date: Oct 15, 2024, 20²⁴

Address for Notices:

Texas State Technical College
Attn: Valeri Smith
Senior Manager of Operations
3801 Campus Drive
Waco, TX 76705

Exhibit "A"

Description of Licensee's Event ("Event"):

TSTC Graduation

The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times indicated as follows:

Licensed Facilities	Move-In Date	Move-In Time	Event Time	Move-Out Time
<u>Expo Hall</u>	<u>12/17/2024</u>	<u>6:00AM</u>	<u>6:00AM-11:59PM</u>	<u>12/17/24 11:59PM</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

SECURITY DEPOSIT: Upon complete execution of the Agreement, Licensee shall pay the amount of \$ 500.00 that shall serve as the Licensee's Security Deposit.

LICENSE & USE FEES:

License & Use Fees for Licensed Facilities*: \$ \$1,000.00

After Hours Move-In Fee (if applicable): \$

After Hours Move-Out Fee (if applicable): \$

*The Move-In Fee is included in the total License & Use Fees.

Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

PAYMENT TERMS:

Following complete execution of the Agreement, the Expo Center will issue a Permit that will contain the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and a preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event. Licensee acknowledges and agrees that such fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event will be based solely on details and information that are provided by Licensee to the Expo Center about its Event and that such fees will only serve as a preliminary estimate.

On or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and issue an invoice to Licensee for all fees and any damages that shall be due and owing. Licensee hereby agrees to tender payment to the Expo Center for all fees and any damages within fifteen (15) calendar days from the date of invoice.

PREPAYMENT TERMS AND CONDITIONS:

Licensee agrees and acknowledges that Williamson County reserves the right to require Licensee to pay the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and the amount of the preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees prior to Licensee's Event. In such case, on or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and either (1) issue an invoice to Licensee for all additional fees over and above the amount of the preliminary fees estimate that were paid in advance of the Event, as well as any damages, that shall be due and owing; or (2) issue a credit for all prepaid fees that were paid in excess of the fees actually incurred during the Event. Licensee hereby agrees to tender payment to the Expo Center for all fees and damages, if any, within fifteen (15) calendar days from the date of invoice.

Exhibit "B"
Williamson Count Exposition Center
Rates Schedule



Williamson County Exposition Center
Rate Schedule

Version 2/6/24

Facility	Security Deposit	Notes
Expo Halls, Covered Expo, Arenas, RV Park, Tarmac, East Parking Lot, Pavilion or Complex	\$ 500	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
Meeting Room, Conference Room, Catering Kitchen	\$ 100	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
License & Use Fees		Notes
	Fee	
Move In Fee	Variable	Fee is part of total License & Use Fee, but is paid at a rate of one-half (1/2) of the total License & Use Fee
Main Arena & Warm-up Arena	\$ 1,000	0-50 stalls per day
Main Arena & Warm-up Arena	\$ 600	51-80 stalls per day
Main Arena & Warm-up Arena	\$ -	81-200 stalls per day
Main Arena (weekend) - 3 hours **	\$ 250	Monday-Thursday 9am-12pm or 1pm-4pm
Main Arena (weekend) - 5 hours **	\$ 375	Monday-Thursday 5pm-10pm
Practice Arena (weekend) - hourly rate **	\$ 25	Monday-Thursday 9am-12pm or 1pm-4pm
Pavilion	\$ 1,000	
Expo Hall North	\$ 550	Catering kitchen NOT included
Expo Hall South	\$ 550	Catering kitchen NOT included
Expo Hall North & South *	\$ 1,000	Catering kitchen included
Covered Expo	\$ 500	
Expo Hall North, South and Covered Expo *	\$ 1,400	
Ron Morrison Meeting Room (daily rate) ***	\$ 175	
Ron Morrison Meeting Room (hourly rate) ***	\$ 40	2-hour minimum rental
Hagler Conference Room (daily rate) ***	\$ 125	
Hagler Conference Room (hourly rate) ***	\$ 40	2-hour minimum rental
Catering Kitchen	\$ 150	
Concession Building East	\$ 75	Includes use of appliances
Concession Building West	\$ 75	Includes use of appliances
RV Park	\$ 1,400	Per night & includes 50 RV sites
Tarmac/South Parking Lot	\$ 750	Includes use of electrical/water service pedestals
East Parking Lot	\$ 500	
Entire Expo Center Facility	\$ 3,500	Excludes RV park
Extended Facility Rental (hourly after midnight)	\$ 150	

*Multiple area rental discount

**Bookings no more than 45 days in advance

***Plus staff fee if rental is outside of 8am-5pm



Williamson County Exposition Center
Rate Schedule

Version 2/6/24

Guest Services	Fee	Notes
Tables - 8' rectangle*	\$ 8	Each, per floorplan placement; each deviation results in an additional \$8/table fee
Tables - 6' rectangle*	\$ 6	Each, per floorplan placement; each deviation results in an additional \$6/table fee
Tables - 6' round or cocktail*	\$ 8	Each, per floorplan placement; each deviation results in an additional \$8/table fee
Chairs*	1.25	Each, per event
Easels*	15	Each, per event
Podium*	25	Each, per event
Stage*	250	Each, per floorplan placement
Stage (relocation)*	125	Each, per deviation from floorplan placement
Projector & Screen*	50	Each, per event
A-frame Signs*	10	Each, per event
Traffic Cones*	1	Each, per event
Traffic and Pedestrian Barriers*	35	Each, per event
Copier Services	0.50	Each, per page

*Items MUST BE purchased through the Williamson County Expo Center

Utility Services	Fee	Notes
Electrical Drops	\$ 25	Each, per event
RV Dump Station	\$ 10	Drive by dump per vehicle not associated with a reservation

Overnight Services	Fee	Notes
Stalls	\$ 30	Each, per day
RV site (Water/Electric) **	\$ 35	Each, per night
RV site (Water/Electric) **	\$ 25	Parks Pass Discount Rate: Each, per night
RV site (Water/Electric/Sewer) **	\$ 40	Each, per night
RV site (Water/Electric/Sewer) **	\$ 30	Parks Pass Discount Rate: Each, per night

*RV check-in 8am; check-out 8pm following day - 36-hour stay

**RV site length of stay is limited to 14 consecutive days based on availability. Must vacate property for a minimum of 72 hours.



Williamson County Exposition Center
Rate Schedule

Version 2/6/24

Equipment & Other Service Fees		Fee	Notes
Roping Equipment	\$	400	Per set-up
Rodeo Equipment	\$	800	Per set-up
Barrel Racing Set-up	\$	200	Per set-up
Panel/Gate Set-up	\$	4	Per panel or gate
Additional Personnel Resources to Support Event (hourly)	\$	25	
Custodial Fee (hourly)	\$	25	
Forklift/Genie Lift with Operator (hourly)	\$	75	
Tractor Drags with Operator (hourly)	\$	100	Applicable when drags are required less than 30 minutes apart
Banners, Signs, Decorations Placement (hourly)	\$	50	
Freight & Material Storage (Daily)	\$	100	
Excessive Clean-up Fee (hourly)	\$	75	
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	\$	10	Per stall between 1-35
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	\$	750	Flat fee if 36+ stalls
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	\$	6	Per panel or gate
Reservation Rescheduling Fee Outside of 60 days	\$	100	
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	\$	75	
Lost Key/Card (each)	\$	50	
Insufficient Funds (NSF)	\$	30	
Concessions & Miscellaneous		Fee	Notes
Parks Pass	\$	50	
Open Arena Ride	\$	25	Per rider
Open Arena Ride	\$	15	Per rider with Parks Pass
Catering Permit	\$	-	Refer to Catering Permit Application
Temporary Food Permit (Daily)	\$	50	
Alcohol Vendor Indoor Booth(s)	\$	1,250	
Alcohol Vendor Outdoor Booth(s)	\$	1,750	
Alcohol Vendor Complex Booth(s)	\$	2,250	

Permit



Williamson County Parks
Department HQ
219 Perry Mayfield
Leander, TX, US 78641

PHONE:(512) 943-1920
FAX:(512) 943-1930
EMAIL:parksandexpo@wilco.org

Permit # R7781

Status Approved

Date Sep 16, 2024 1:40 PM

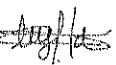
Customer Name	Valeri Smith - 14165	Cell Phone Number	(254) 867-2038
Customer Type	General Public	Email Address	vdsmith@tstc.edu
Mailing Address	3801 Campus Drive Waco, TX 76707		
System User	Catherine Dodd		

Rental Fee	\$1,000.00
Discounts	\$0.00
Subtotal	\$1,000.00
Deposits	\$0.00
Deposit Discounts	\$0.00
Total Permit Fee	\$1,000.00
Total Payment	\$0.00
Refunds	\$0.00
Balance	\$1,000.00

TSTC Graduation	1 resource(s)	1 booking(s)	Subtotal: \$1,000.00
Event Notes: \$500 Deposit due upon signing of contract \$1,000 Expo Hall Fee *Remaining event fees will be added after completion of event.			
Booking Summary			
Expo Hall (Standard)		Center: Expo Center	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Tue, Dec 17, 2024 6:00 AM	Tue, Dec 17, 2024 11:59 PM	1	\$1,000.00
Expo Hall	\$1,000.00 / Day x 1	\$1,000.00	

Payment Schedules		Original Balance: \$1,000.00 Current Balance: \$1,000.00		
DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Jan 1, 2025	\$1,000.00	\$0.00	\$0.00	\$1,000.00

X:

X: 

Date:

Date: Oct 15, 2024

Williamson County Parks Department HQ
Mailing Address: 219 Perry Mayfield, Leander, TX
78641
Phone Number: (512) 943-1920
Fax Number: (512) 943-1930
Email Address: parksandexpo@wlco.org

Cledia Hernandez
Customer ID: 14165
Cell Phone Number: (254) 867-2038
Email Address: vdsmlth@tstc.edu

ADDENDUM TO THE WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT

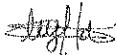
The following terms and conditions are incorporated into and form a part of the Williamson County Exposition Center License & Use Agreement hereinafter referred to as the "Agreement", between Williamson County, Texas (hereinafter referred to as "County") and **Texas State Technical College** (hereinafter referred to as "TSTC"), to which they are attached for all purposes. County and TSTC may individually be referred to as a "Party" or collectively as "Parties" to the Agreement or this Addendum.

- a. Venue; Governing Law. As required by Chapter 135 of the Texas Education Code, McLennan County or Travis County, Texas, will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without regard to conflict of law provisions.
- b. Limitations. County is aware that there may be constitutional and statutory limitations on the authority of TSTC, as an agency of the State of Texas, to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TSTC's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; jury waivers; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; insurance requirements; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TSTC except to the extent authorized by the laws and Constitution of the State of Texas. County further acknowledges that, pursuant to Section 51.9335(h) of the Texas Education Code, a provision required by applicable law to be included in the Agreement is considered to be a part of the executed Agreement without regard to whether the provision appears on the face of the Agreement or whether the Agreement includes any provision to the contrary. Nothing in the Agreement is a waiver by TSTC or the State of Texas of sovereign immunity, or any other immunities, from suit or from liability that TSTC or the State of Texas may have by operation of law.
- c. Counterparts. This Addendum, and any future document made subject to the Agreement, may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.
- d. Addendum Controlling. In the event there is a conflict between the terms and conditions of this Addendum and the (1) Agreement or (2) any future quote, proposal, order form, scope of work document, invoice, acknowledgement or similar document governed by or controlling the Agreement, this Addendum will control.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement by their duly authorized officers or representatives as of the latest of the below listed dates.

TSTC

Texas State Technical College



Authorized Signature

Cledia Hernandez

Name

Vice Chancellor & Chief Ext. Relations Officer

Title

Date Oct 15, 2024

County

Williamson County, Texas


Bill Grayell (Oct 22, 2024 18:50 CDT)

Authorized Signature

Name

Title

Date



Texas State Technical College System

System Risk Management

July 14, 2022

To Whom It May Concern:

Texas State Technical College has requested we provide you with information regarding the insurance provisions of Texas State Technical College System.

The Texas State Technical College System provides for Workers' Compensation Insurance pursuant to the Texas Labor Code, and all such benefits are provided in accordance with the provisions of that law.

State-owned vehicles of universities and agencies of the Texas State Technical College System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility; Chapter 601 Motor Vehicle Safety Responsibility Act; Subchapter A General Provisions; Section 007 Applicability of Chapter to Government Vehicle.

The liability of The Texas State Technical College System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

The Texas Constitution provides that the State cannot give, lend or pledge the credit of the State to any person, association or corporation, or make any grant of public monies to any person, association or corporation without express authority. Article 3, Sections 50-52, Texas Constitution. Unless the Texas Legislature by resolution permits a suit against the State, the State is not authorized to pay claimants and likewise is unable to indemnify a third party for the expenses associated with defending against such a claimant since such an indemnity would be an unauthorized grant of public monies to the putative indemnitee.

We trust the above information will provide the necessary insurance information needed by your organization. If we can be of any further assistance, please let us know.

Respectfully,

Charlotte Ables

Charlotte Ables (Jul 15, 2022 12:11 CDT)

Charlotte Ables, CTCM, CTCD
Executive Director Risk Management
Governance, Risk, and Compliance