

AUTHORIZED USE AGREEMENT

This Authorized Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("User").

RECITALS

WHEREAS, County has the right to operate and use the area or real property described in Exhibit "A"; and

WHEREAS, User desires to use the area or real property described in Exhibit "A".

AGREEMENT

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

1. **USE:**

In exchange for the public benefit obtained from User's use of the Authorized Area, the County hereby grants, subject to the terms and provisions hereof, to User permission to use the Authorized Area for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. **SPECIAL CONDITIONS OF USE:**

User hereby acknowledges and agrees that the Authorized Area consists of the Williamson County Juvenile Services' facilities and that all use of Authorized Area is subject to Williamson County Juvenile Services' requirements, rules, regulations and conditions regarding filming in, on, and around the Authorized Area and that User must comply with any rules, regulations and conditions set by Williamson County Juvenile Services. Furthermore, User shall obtain any necessary consents from individuals that may be necessary in relation to filming such individuals and this Agreement in no way provides User with any filming rights as to individuals at the Williamson County Juvenile Services facilities.

3. **SERVICES AND AMENITIES; NO ALTERATIONS:**

User is hereby given notice that it shall be User's responsibility to inspect the Authorized Area prior to executing this Agreement to ensure that the Authorized Area and the Permitted Use is suitable for User's intended use and purpose. No interruption or malfunction of any service, which is not caused by the County's error or omission, shall constitute an eviction or disturbance of User's use and possession of the Authorized Area or breach by County of any of its obligations hereunder or render County liable for damages or entitle User to be relieved of any obligation hereunder.

In the event of any such interruption, County shall use reasonable diligence to restore such service. User shall not make any alterations, additions or improvements to the Authorized Area or maintain signs or banners

4. CLEANING OF AUTHORIZED AREA:

To the extent necessary, if any, User shall provide all janitorial and cleaning services immediately after User's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before User used such area.

5. PARKING; STORAGE:

If User should desire to use any of the Authorized Area for parking and storage, User must submit to the County a plan that depicts the areas that User would like to use for parking and storage. County shall, in its sole discretion, instruct User as to the allowable areas, if any, for User's parking and storage.

6. 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.

7. MANAGEMENT; SAFETY; AND SECURITY:

In permitting the occupancy of Authorized Area by User, County and Williamson County Juvenile Services retain and do not relinquish the right to issue and enforce such rules, regulations and directives as they may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. County employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. County and Williamson County Juvenile Services shall have the right to eject any objectionable person(s) from the Authorized Area. **The User, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against County and Williamson County Juvenile Services arising from such ejections.** The User agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by County or Williamson County Juvenile Services. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by County and Williamson County Juvenile Services. Unless otherwise specified in writing, County and Williamson County Juvenile Services shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to User.

User shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the User's use of the Authorized Area. User shall take all reasonable precautions for the safety of and shall provide all

reasonable protection to prevent damage, injury or loss to User and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

8. COOPERATION WITH ALL OTHER USERS:

User acknowledges that County and Williamson County Juvenile Services will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The User agrees to cooperate in good faith with County and Williamson County Juvenile Services and those persons using other portions and areas of the Authorized Area.

9. ALCOHOLIC BEVERAGES:

User hereby acknowledges and agrees that **no** alcoholic beverages shall be consumed or possessed by User its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

10. ASSUMPTION OF RISK:

User, 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 and Williamson County Juvenile Services shall not be liable for any damages to property or damages arising from personal injuries sustained by User 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 negligence or willful misconduct of County or Williamson County Juvenile Services. User assumes full responsibility for any property damage or injury which may occur to User, 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 negligence or willful misconduct of County or Williamson County Juvenile Services.

11. CAPACITY:

User shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

12. STATUTES/PERMITS:

User hereby acknowledges that County requires full 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 Authorized Area. This compliance includes sales activities and the

mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

13. NON-DISCRIMINATION:

The User 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.

14. INFLAMMABLE MATERIALS:

User shall not use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes.

15. LEGAL RECOURSE:

In the event the User violates any of the terms or conditions of this Agreement, County shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the User there from, all without service of notice or resort and without any legal liability on its part.

16. COMPLIANCE WITH LAW:

User, 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.

17. NO SUBLETTING AND ASSIGNMENT:

User 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.

18. LIENS:

User agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the County and Williamson County Juvenile Services harmless from any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the County or Williamson County Juvenile Services.**

19. FORCE MAJEURE:

In the event County's obligations to the User under this Agreement 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 County's reasonable control, County shall not be liable to perform. The User hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid, if any, directly to County, but no other.

20. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to County, under any of the following conditions: (a) if the User 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 User defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to User'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 ten (10) days' written notice to User.

21. 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.

22. 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.

23. 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.

24. NO INDEMNIFICATION BY COUNTY:

User 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 User.

25. 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:

User: As set forth on below User's execution herein below

County: Williamson County Judge
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: General Counsel's Office
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

26. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

27. REPORTS OF ACCIDENTS:

Within 24 hours after User becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the User), whether or not it results from or involves any action or failure to act by the User or any employee or agent of the User and which arises in any manner relating to the User's use of the Authorized Area, the User shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The User shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the User, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the User's use of the Authorized Area under this Agreement.

28. CONSTRUCTION:

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

29. RELATIONSHIP OF THE PARTIES:

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

31. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If User's use of the Authorized Area 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 User and its successors, assigns and licensees. In connection with User's user of the Authorized Area and the production of photography, User may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. County irrevocably grants to User and User's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area 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; provided, however, the Authorized Area shall not be used for the production of any movie or scene that would violate the terms of this Agreement.

32. USES PROHIBITED

The Authorized Area 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 the Authorized Area that would be defamatory to County or Williamson County Juvenile Services. In the event User should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and County may avail itself of any remedies allowed at law or in equity.

33. 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 shall become effective as of the date of the last party's execution below and 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.

AS ACCEPTED AND EXECUTED:

County:

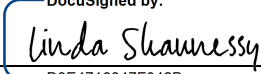
By: Stm Sell

Title: Williamson County Judge

Date: 07/28/2025, 20

User:

The University of Texas at Austin

Authorized Signer: DocuSigned by:

D9E4716847F042B...

Printed Name: Linda Shaunessy

Representative Capacity: Business Contracts Administrator

Date: 2025-07-03 | 13:45:44 PDT, 20

Contact Person: Lorna Hermosura, PhD

Address: 112 Briar Park Circle,
Georgetown TX 78626

Phone No.: (512) 619-6769

EXHIBIT “A”

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The County does hereby grant, subject to the terms and provisions hereof, to User, 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):

July 18, 2025

Hours:

9:00 a.m. to 3:00 p.m

Permitted Use (Description of Use):

Filming of educational video on improving Juvenile Justice Outcomes through Trauma-Informed and Restorative Practices Training

Authorized Area (Location):

Williamson County Juvenile Justice Center
(Including the Juvenile Justice Alternative Education Center)
200 Wilco Way
Georgetown, TX 78626

Certificate Of Completion

Envelope Id: 6CBBCC8D-AC58-4151-B587-65307C3B0676

Status: Sent

Subject: Signature request on Contract Williamson County Juvenile Justice Center - Population Research Center

Source Envelope:

Document Pages: 10

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

UT Business Contracts

AutoNav: Enabled

1 University Station

Envelopeld Stamping: Enabled

Austin, TX 78712

Time Zone: (UTC-06:00) Central Time (US & Canada)

vpcfo.contracts@austin.utexas.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: UT Business Contracts

Location: DocuSign

7/3/2025 9:11:14 AM

vpcfo.contracts@austin.utexas.edu

Signer Events

Linda Shaunessy

lis236@eid.utexas.edu

Business Contracts Administrator

University of Texas at Austin

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Linda Shaunessy
D9E4716847F042B...

Signature Adoption: Pre-selected Style

Using IP Address: 136.49.131.176

Timestamp

Sent: 7/3/2025 9:13:56 AM

Viewed: 7/3/2025 3:45:34 PM

Signed: 7/3/2025 3:45:44 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

UT Business Contracts

vpcfo.contracts@austin.utexas.edu

University of Texas at Austin

Security Level: Email, Account Authentication
(None)

Sent: 7/3/2025 3:45:46 PM

Viewed: 7/3/2025 4:31:00 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2025 9:13:56 AM
Payment Events	Status	Timestamps