

LICENSE AGREEMENT

This license agreement (the "Agreement"), made effective the ____ day of ____, 2026 between Tyler County, Texas ("LICENSOR") and _____ ("LICENSEE") includes the following terms:

1. Representatives of Parties. LICENSOR is acting through its duly authorized Precinct #2 Commissioner, Doug Hughes (the "Commissioner"), who is authorized to negotiate on behalf of LICENSOR as to this Agreement or any modifications thereto. Any negotiated agreement must be voted upon and approved by a quorum of the Tyler County Commissioners Court in order to be binding. LICENSEE is a _____ and is acting through its _____, who, unless otherwise provided herein, is the sole person authorized to bind LICENSEE to this Agreement or any modifications thereto.

2. Premises. Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the property depicted on Exhibit "A" attached hereto and made a part hereof, and commonly known as 338 County Road, 2025, Woodville, Texas 75979, being known as the Tyler County Rodeo Arena and excluding adjoining property also owned by LICENSOR, except as provided herein.

3. Restrictions. The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, by the Commissioner or his designated representative.

4. Purpose. The Premises will be used for the following purpose (the "Purpose") and no other purpose:

For the hosting of _____ ("the Event") on _____, 20__.

5. License Date and Time. LICENSEE shall have access to the use of the Premises for that period of time reasonably required for the setup, holding and cleanup of the [Event] and any other event(s) authorized by the Commissioner, together with any time needed to conduct maintenance and repairs to the Premises, so long as any such time for maintenance and repair does not occur in any way which would interfere with the use of the Premises by LICENSOR or any other Licensee of the County. LICENSEE shall only have access to the Rodeo Arena, restroom facilities, and the Rodeo Arena Office during the term of the scheduled event unless LICENSEE also pays the Day Use Fee for the Home Economics Building, described in Paragraph 6.2 herein This License shall be for _____ ("the Term") beginning on _____ and shall terminate on _____ (the Termination Date") unless terminated earlier or renewed under the terms of this Agreement. It is agreed that LICENSOR and LICENSEE may jointly use the Premises and to the extent they may be jointly used at simultaneous times, the parties agree to do so. However, there may arise occasions in which simultaneous use may be impractical and both parties (or their designee) agree to notify the other in advance of any such situation and the parties will work in good faith to accommodate each other to facilitate any such contingency.

6. Fee Terms.

6.1 Rodeo Arena Day Use Fee. LICENSEE agrees to pay LICENSOR at 100 West Bluff Street, Woodville, Tyler County, Texas 75979 \$500.00 per day for each day of use of the Premises. If LICENSEE is an entity or organization based outside of Tyler County, payment must be made by check or money order payable to the

order of Tyler County. Payment is due to LICENSOR at least 21 days prior to the scheduled event. Failure to make payment in a timely manner as provided by this Paragraph may result in cancellation of the scheduled event at LICENSOR's sole discretion.

- 6.2 Home Economics Building Day Use Fee. Should LICENSEE desire to use the Home Economics Building (the "Building") adjacent to the Premises, agrees to pay LICENSOR at 100 West Bluff Street, Woodville, Tyler County, Texas 75979 \$250.00 per day for each day of use of the Building. A "day use" of the Building shall mean a period of eight (8) hours. If LICENSEE is an entity or organization based outside of Tyler County, payment must be made by check or money order payable to the order of Tyler County. Payment is due to LICENSOR at least 21 days prior to the scheduled event. Failure to make payment in a timely manner as provided by this Paragraph may result in cancellation of the scheduled event at LICENSOR's sole discretion.
- 6.3 RV/Travel Trailer Day Use Fee and Terms. LICENSEE may use the RV/Travel Trailer hook-ups at the Premises for a \$25.00 per-day fee. LICENSEE understands that there is no septic system on-site at the Premises.
- 6.4 Additional Services. LICENSEE shall keep and maintain the Premises and Building (if applicable) in a neat and orderly manner which service shall include all appropriate pick up and disposal of all litter and trash found on the Premises. LICENSEE shall provide and pay for paper products, cleaning supplies and janitorial service at the Premises and shall generally keep the Premises in a condition such that it is able to be operated as a rodeo grounds. If LICENSEE fails to make any repairs to the Premises which are set out in this Agreement for more than 30 days after notice from LICENSOR, LICENSOR may make such repairs and LICENSEE shall pay the cost of such repairs plus an administrative charge of 15% of the cost of repairs.

7. **Insurance.** LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during term of this License showing LICENSOR as an additional insured and providing for minimum general aggregate limits of \$1,000,000.00 for each occurrence and \$1,000,000.00 for personal injury and property damage and in a form satisfactory to the LICENSOR. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than seven (7) days prior to commencement of the term. LICENSEE shall procure and maintain in full force and effect, continuing throughout the term of this Agreement, insurance covering all operations of each special event, including but not limited to; athletes and/or participants, subcontractors, vendors, exhibitors, volunteers, etc. If LICENSEE's policy excludes any activity or group involved in the special event, LICENSEE shall provide proof of insurance as required by this Agreement. LICENSEE shall furnish separate certificates for each group or activity not included or covered by LICENSEE's insurance, subject to all of the requirements stated herein.

Procurement and Maintenance of Insurance.

- (a) All insurance policies required to be obtained and maintained by LICENSEE shall be procured by LICENSEE from an insurer qualified to engage in the business of insurance in Texas with an AM Best rating of A- or better, and shall name LICENSOR as Additional Insured. All liability policies shall be procured on a primary basis; however,

liability policies may be procured on a primary basis with following form umbrella coverage.

(b) All liability policies shall be primary and non-contributory and shall contain a waiver of subrogation endorsement in favor of LICENSOR. LICENSEE shall deliver certified binders or copies of the insurance policies and the endorsements adding LICENSOR as an Additional Insured on or before the effective date of such policies. LICENSEE shall deliver to LICENSOR receipts evidencing payment of the premiums for the insurance policies described in this Agreement promptly (and in no event less than seven days) after receipt of same. Not less than fourteen (14) days before the expiration date of any policies, written evidence of insurance or certified copies of the renewals thereof (bearing notations evidencing the payment of renewal premiums) shall be delivered to LICENSOR. All policies shall provide that not less than sixty (60) days' written notice shall be given to LICENSOR before a policy may be modified, amended or canceled and that a copy of all endorsements to such policies shall be given to LICENSOR at least fourteen (14) days before the effective date of such endorsement. The deductible amounts under such policies shall be customary, standard, and reasonable for such respective types of insurance, but such deductible amounts shall not be greater than \$250,000 without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld.

Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Premises.

8. As-Is Where-Is and Indemnity. NOTWITHSTANDING ANYTHING CONTAINED IN THIS LICENSE TO THE CONTRARY, LICENSEE ACCEPTS THE PREMISES IN ITS CURRENT AS-IS WHERE-IS CONDITION. LICENSOR AND LICENSEE DISCLAIM ANY AND ALL WARRANTIES INCLUDING THE WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER EXPRESS OR IMPLIED WARRANTY. Except for any matters over which LICENSOR retains exclusive control, LICENSEE agrees to and shall indemnify, save and hold LICENSOR, its agents and employees harmless against all loss, claims, demands, suits, costs, expenses and liability of whatever nature, including reasonable attorney's fees, arising out of and/or in any way connected with use and occupancy of Premises, and upon adjoining areas to the Premises, or the condition thereof, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Premises as an employee, customer or invitee of LICENSEE, including but not limited to any loss or damage to any property whatsoever, including property of LICENSEE, property of LICENSOR and of all persons whatsoever. Additionally, nothing in this Agreement shall be construed to be a waiver of any immunity to which Licensor is entitled, including but not limited to sovereign immunity and/or governmental immunity.

9. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Premises shall comply with all Federal, State, and Tyler County laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Premises now in effect or hereafter promulgated. LICENSEE and its patrons, customers, guests, employees, and agents shall observe all posted signs on the Premises at all times. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Premises.

10. Licenses and Permits. Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, including, but not limited to all ad valorem and sales tax associated with the Premises and the use thereof, and excise or license fees required by any governmental

authority.

11. Security. The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's guests, patrons, or anyone else coming upon the Premises as a result of the operation of the LICENSEE's activities, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage. LICENSEE shall arrange for on-site security to be provided only by local law enforcement officers employed in Tyler County and who maintain a current license with the Texas Commission on Law Enforcement ("TCOLE"). The approved list of entities authorized to provide security is as follows:

- Tyler County Sheriff's Department
- Tyler County Constables
- Police Departments located in Tyler County

Security shall be provided at LICENSEE's expense.

12. No Alcohol or Drugs on Premises. LICENSEE agrees that it will not allow for the possession or consumption of any alcohol or illegal drugs on the Premises during the Event.

13. Control of Facility and Right to Enter. In permitting LICENSEE to use the Premises under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.

14. Defacement of Premises. LICENSEE shall not injure, nor mar, nor in any manner deface the Premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. LICENSEE shall fully reimburse and/or repair at its own expense any damage to the facility sustained during the term of this Agreement.

15. Evacuation of Premises. Should it become necessary in the judgment of LICENSOR to evacuate the Premises for any reason, LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.

16. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractor between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of LICENSEE, and LICENSOR shall provide no special services other than those normally provided by a unit of local government. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

17. Non-Assignment. LICENSEE may not transfer or assign this Agreement nor sub-license or sublease the Premises nor allow use of the Premises without the express written consent of LICENSOR, as set forth in this Agreement.

18. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Tyler County, Texas.

19. Privileges and Immunities. It is expressly agreed and understood by LICENSOR and LICENSEE that LICENSOR is a unit of local government in the State of Texas and that this lease serves a governmental function, including, but not limited to the governmental function of Parks and Recreation and

that nothing in this Agreement shall be construed as a waiver of any privilege or immunity as may be provided by law.

20. Force Majeure. Neither Party shall be liable for any delay in performance or failure to perform its obligations under this Agreement if such delay or failure is caused by or results from circumstances beyond the reasonable control of the affected Party ("Force Majeure Event"). Force Majeure Events include, but are not limited to: acts of God; hurricanes, tornadoes, floods, fires, earthquakes, or other natural disasters; severe weather; epidemics, pandemics, outbreaks of communicable disease affecting humans or livestock; livestock disease, quarantine, or other animal health emergencies; governmental orders, regulations, or restrictions; national, state, or local emergencies; war, terrorism, civil unrest, riots, or acts of public enemies; utility failures; or any other event or circumstance beyond the reasonable control of the Parties that renders performance impossible, illegal, impracticable, or unsafe.

If a Force Majeure Event prevents, materially impairs, or makes it unsafe or impracticable to hold the rodeo or related events as contemplated by this Agreement, either Party may cancel this Agreement by providing written notice to the other Party as soon as reasonably practicable. Upon such cancellation, neither Party shall have any further obligation or liability to the other arising from the cancellation, except for obligations that expressly survive termination and reimbursement or refund of any deposits or prepaid amounts as specifically provided elsewhere in this Agreement. Each Party shall bear its own costs incurred prior to cancellation unless otherwise expressly agreed in writing.

The Party invoking this provision shall make reasonable efforts to notify the other Party promptly after becoming aware of the Force Majeure Event and shall use commercially reasonable efforts to mitigate its effects where practicable.

21. Removal; costs. Upon termination of this License, by expiration or any reason, LICENSEE shall vacate said Premises and remove therefrom all buildings, structures, other improvements and contents thereof, placed thereon by LICENSEE, all at LICENSEE's sole risk, cost and expense. Any improvements remaining on the Premises beyond the 180th day after termination shall become the property of LICENSOR.

22. Entire Agreement. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained in this Agreement or incorporated by reference in this Agreement, shall be valid or binding.

By: _____

Title: _____

LICENSEE: _____

Signature: _____

Date: _____

LICENSOR: TYLER COUNTY, TEXAS

By:

Title: Tyler County Commissioner, Pct. 2.

Signature: _____

Date: _____