

TYLER COUNTY COMMISSIONERS COURT
EMERGENCY MEETING
May 2, 2013 ---- 11:15 a.m.

THE STATE OF TEXAS ON THIS THE 2nd day of May, 2013 the
Commissioners Court in and for Tyler County, Texas convened in an Emergency
Meeting at the Commissioners Courtroom in Woodville, Texas, the following members
of the Court present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
MIKE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, Ex-Officio

The following were absent: none thereby constituting a quorum. In addition to the
above were:

SHARON FULLER	COUNTY TREASURER
LOU CLOY	ASST. CRIMINAL DISTRICT ATTORNEY
TERRY ALLEN	JUVENILE PROBATION OFFICER
BRYAN WEATHERFORD	SHERIFF

Judge Blanchette announced that because of the nature of the request and timeliness there
was not time to post the typical 72 hour notice but that it did fall within the emergency
meeting provision due to an "unforeseeable situation."

Should Kree Harrison become an American Idol finalist, an activity will take place at a
county facility, being the rodeo arena.

Lou stated the agreement was "pretty much a photo release" but does mention some
liability. Due to the contractual style language, Joe Smith and Ms. Cloy felt it required
action by the commissioners' court. Judge Blanchette added that the agreement would
become null and void in the event that Miss Harrison does not advance.

A motion was made by **Commissioner Hughes** and seconded by **Commissioner
Walston** approve the contractual arrangement with **American Idol Productions**
regarding a potential appearance of an artist at county facilities. All voted yes and none
no.

A motion was made by **Commissioner Walston** to enter into Executive Session to
consult with legal counsel. **Commissioner Nash** seconded the motion. All voted yes and
none no. The court entered into executive session at 11:23 a.m. No action was taken.
Commissioner Walston motioned to move out of Executive Session. **Commissioner
Nash** seconded the motion. All voted yes and none no.

COURT BACK IN SESSION:

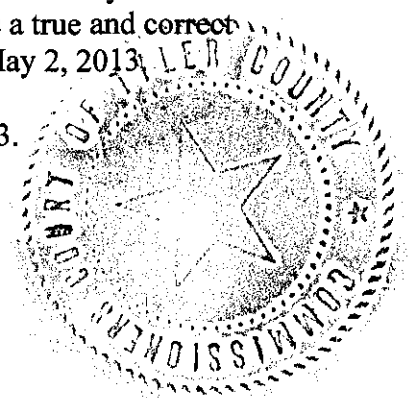
A motion was made by **Commissioner Walston** and seconded by **Commissioner
Marshall** to adjourn the meeting. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED: 11:24
a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County
Commissioners Court, do hereby certify to the fact that the above is a true and correct
record of the Tyler County Commissioners Court session held on May 2, 2013.

Witness my hand and seal of office on this the 7th day of June, 2013.

Attest: 
Donece Gregory, County Clerk, Tyler County, Texas



LOCATION RELEASE

PROPERTY OWNER:

Name: Tyler County
Address: 100 W Bluff
Woodville, TX 75979

Phone: _____

PROGRAM: "American Idol"
PRODUCTION COMPANY:
American Idol Productions, Inc.
4000 W. Alameda Ave., Third Floor
Burbank, California 91505
Attn: Business Affairs Department

Your signature in the space provided below as owner or agent, will confirm the following agreement ("Agreement") between you as the Property Owner ("Owner") and American Idol Productions, Inc. (or its designee) as the production company ("Company") regarding the use of your premises (the "Premises") described below in connection with the production of the television program currently entitled "American Idol" (the "Program").

1. Owner hereby grants to Company the exclusive right during the Term (as defined below) hereof to enter upon and to utilize the Premises described below and to bring onto the Premises such personnel and equipment as Company deems necessary in connection with the production of the Program. This Agreement allows the Company to enter upon the Premises (with personnel, materials, vehicles, and equipment), erect and store such equipment and materials, conduct activities upon and photograph and record at the Premises (including, without limitation, to photograph and record both the real and personal property, all of the signs, displays, interiors, exteriors, and the like appearing therein, if any) for the period specified below.
2. As used herein, the term "Premises" refers to the premises located at the following address:
Tyler County Fairgrounds and Rodeo Arena
405 CR 2025, Woodville, TX 75979, including the grounds at said address and all buildings and other structures located thereon, together with access to and egress from said Premises.
3. The term hereof ("Term") shall commence on or about May 3, 2013 and shall continue until and through May 5, 2013, unless modified by the parties. Company personnel may, prior to the commencement of the Term, enter, visit, photograph or otherwise inspect the Premises to plan and set up for production without providing additional consideration, at reasonable times and with reasonable notice to Owner. The Term shall be subject to modification due to weather conditions or changes in production schedules. If a force majeure event continues for longer than two (2) days or if the Premises are thereafter deemed uninhabitable, this Agreement shall terminate and the parties shall have no further obligation hereunder.
4. Owner acknowledges that the consideration received from Company for use of the Premises during the Term, constitutes adequate consideration for entering into this Agreement.
5. Owner represents and warrants that: (a) Owner has the right and authority to make and enter into this Agreement and to grant Company the rights set forth herein; (b) the consent or permission of no other person or entity is necessary; and (c) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Company's authorized use of the Premises. Owner's sole remedy in the event of a dispute hereunder shall be an action at law for damages. Owner shall indemnify Company for any breach of the representations and warranties of this Paragraph 5.
6. If, following the Term, Company requires additional use of the Premises for retakes or other scenes, including but not limited to the shooting of a "revisit" to the Premises, Owner shall permit Company to re-enter and use the Premises, for a reasonable period, without the need for additional consideration.
7. Company may, at any time, elect not to use the Premises by giving Owner notice of such election, in which case neither party shall have any further obligation hereunder.
8. Company agrees to leave the Premises in substantially the same condition as when received by Company, excepting reasonable wear and tear. Promptly following the expiration of the Term and, if applicable, promptly upon the completion of any additional use by Company of the Premises, Company shall remove from the Premises all structures, equipment and other materials placed thereon by Company.
9. Company agrees to indemnify and hold Owner harmless from damage to the Premises and property located thereon and for personal injury occurring on the Premises during the Term and from any liability and loss incurred as a direct result

of Company's activities on the Premises in connection with the Program. Owner agrees to indemnify and hold Company harmless for personal injury occurring on the Premises and from any liability and loss incurred as a direct result of any pre-existing conditions or defects at the Premises. Owner hereby waives, on behalf of Owner and Owner's insurance carrier, all rights of subrogation on any claim(s) arising under any and all insurance policies in effect during the Term of this Agreement insuring any of Owner's property on the Premises.

10. Nothing shall obligate Company to photograph or record, to use such photography or recordings, or to otherwise use the Premises. Company shall have the right to photograph, record and depict the Premises and/or any part or parts thereof, accurately or otherwise, as Company may choose, using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Premises or any part or parts thereof, in connection with the Program and any other Program produced by Company hereunder, or for any other reason in Producer's sole discretion.

11. Owner acknowledges that, as between Owner and Company, Company is the copyright owner of the photography and/or recordings of the Premises, and that Company, its successors and assigns have the irrevocable and perpetual right, throughout the universe, in any manner and in any media now known or hereafter devised to use and exploit the films, photographs, and recordings made of or on the Premises in such manner and to such extent as Company desires in its sole discretion without providing additional consideration to Owner. Company and its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature, including all copyrights, in and to all films, programs, products (including interactive and multimedia products), photographs, and recordings made on or of the Premises, and in the advertising, promotion and publicity thereof, in perpetuity throughout the universe. Owner hereby acknowledges that neither Owner nor any tenant, or other party now or hereafter having an interest in the Premises, has any interest in Company's photography or recording on or of the Premises, nor any right of action, including without limitation, any right to seek injunctive relief against Company, its successors and/or assignees or any other party arising out of any use of said photography and sound recordings.

12. Company may assign or transfer this Agreement or all or any part of its rights hereunder to any person, firm or corporation; Owner agrees that it shall not have the right to assign or transfer this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, representatives, assigns and licensees. This document sets forth the entire understanding between Company and Owner and may not be altered except by another written agreement signed by both parties.

APPROVED AND ACCEPTED:

AMERICAN IDOL PRODUCTIONS, INC.

By: Tyler County ("Owner")

By: _____

Print Name: Jacques L. Blanchette

Its: _____

Tax I.D. No.: 74-6002576

NOTE: If agent signs on Owner's behalf, please complete the following:

I, Jacques L. Blanchette, warrant and represent that I am the authorized agent and representative of the above named Owner of the Premises, and I have been expressly authorized by Owner to license Company to use the Premises and grant to Company all the rights granted to Company under this Agreement, and I have, by my signature above, bound Owner to the terms and conditions of this Agreement.

Jacques L. Blanchette
Agent for Owner

Tyler County Judge

Jacques L. Blanchette
Print Name

100 W Bluff, Woodville, TX 75979

Agent's Address

(409) 283-2141

Agent's Telephone Number



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Thursday
May 2, 2013
11:15 AM

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
Commissioner, Pct. 3

JACK WALSTON
Commissioner, Pct. 4

NOTICE Is hereby given that an *Emergency Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

Agenda

*"The cost of a thing is the amount of life that must be exchanged for it."
Henry David Thoreau*

➤ CALL TO ORDER

- Establish quorum

I. CONSIDER/APPROVE

- A. A **Contractual Arrangement** with American Idol Productions regarding a potential appearance of an artist at County Facilities – *J. Blanchette*

II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

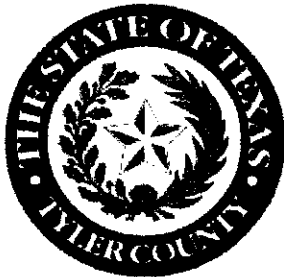
➤ ADJOURN

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice at the Tyler County Courthouse in a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Section 551.002 & 551.041.

Executed on May 2 2013 Time 9:10 AM

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

By: *Janet Brown* (Deputy)



TYLER COUNTY COMMISSIONERS COURT

County Courthouse, Room 101 / Woodville, Texas

Thursday
May 2, 2013
11:15 AM

*All + Sharon
Lor, Tony S
Bryan*

MARTIN NASH
Commissioner, Pct. 1

RUSTY HUGHES
Commissioner, Pct. 2

JACQUES L. BLANCHETTE
County Judge

MIKE MARSHALL
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➤ **CALL TO ORDER**

- Establish quorum

I. CONSIDER/APPROVE

H/W A. **A Contractual Arrangement** with American Idol Productions regarding a potential appearance of an artist at County Facilities - *J. Blanchette*

req for comp w/ Emmy meet.

for activity at fair grounds rodeo arena

contract style of language "un forseeable"

people will ? word if she doesn't advance

II. EXECUTIVE SESSION

Consult with District Attorney and/or his legal staff in executive session held in accordance with Texas Government Codes 555.071(1)(A), (2) regarding pending and/or contemplated litigation, and/or 551.074, regarding personnel matters, and/or property acquisition.

W/N moved out executive sess

➤ **ADJOURN** *W/M 11:24*

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Executed on _____ 2013 Time _____

Donece Gregory, County Clerk/Ex Officio Member of Commissioners Court

✓

By: _____ (Deputy)