

License Agreement

- PARTIES.** The parties to this agreement are *Baytown Youth Fair & Livestock* ("Licensor") and _____ ("Licensee").
- PREMISES LICENSED.** Licensor agrees to allow Licensee the use of the property and grounds located at 7900 N. Main, Baytown, Texas from _____, _____ am/pm until _____, _____ am/pm. (Only the main building on the property shall be used by Licensee, unless other arrangements are made in writing by an Addendum to this agreement.)
- CONSIDERATION.** Licensee shall pay Licensor the sum of \$ _____ in advance for the use of the property. In addition, Licensee shall pay additional sums to Licensor if Licensee charges for admission or parking during the term of this agreement. If Licensee charges for admission or parking, then the additional consideration owed to Licensor shall be separately negotiated and made a part of this agreement by a written addendum to this agreement.
- DEPOSIT REQUIRED.** In addition to the consideration mentioned in Paragraph 3 above, Licensee shall pay to Licensor in advance, the sum of \$ _____. This deposit shall be for the sole and exclusive use of Licensor to repair, clean up, replace, or otherwise remedy any damages or harm caused to the premises during the term of this agreement. Licensor shall have the sole discretion as to the extent, use, or disbursement of the deposit. Licensor, in its sole discretion may return all or part of the deposit to the Licensee within a reasonable time after this agreement has expired. If Licensee fully complies with all of the terms and conditions of this agreement, Licensor will return deposit to Licensee.
- NO ASSIGNMENT.** Licensee shall not assign any of its rights under this agreement to anyone without the prior express, written consent of Licensor.
- CANCELLATION.** If Licensee desires to cancel this agreement, then it must do so in writing on or before _____ days before the term of this agreement. Failure to timely deliver actual, written notice of cancellation shall operate as a forfeiture of the consideration and deposit paid and shall serve as liquidated damages to Licensor. The parties agree that Licensee's failure to timely cancel will result in damages to Licensor that are uncertain of estimation and shall be regarded as liquidated damages and not as

a penalty. Upon timely cancellation, Licensor will return the consideration and deposit mentioned in paragraph 4 to Licensee.

7. **NO WARRANTIES.** Licensee agrees and states that it has inspected the premises and accepts the premises in its current condition. Licensee agrees and warrants that it finds the condition of the premises suitable for Licensee's purpose. Licensee agrees and understands that no warranties of any kind, whether express or implied, are made by Licensor.

8. **NO AGENCY/JOINT VENTURE.** The parties expressly state and agree that neither one of them is either the agent of the other or have agreed to or have entered into a joint venture. Specifically, the parties expressly state that they are not partners, joint ventures, agents, or in any other capacity with each other except solely as Licensor and Licensee.

9. **SECURITY/ REGULAITONS.** Licensee shall, at all times, obey and follow all state federal, county, city or other applicable government rules, regulations, statutes, ordinances, or other laws. Licensee understands and agrees that, during the term hereof, it is solely and absolutely responsible for any safety, security, traffic management, or any other matter involving its use of the premises. Licensee understands and agrees that Licensor shall not provide any security or safety measures and is under no duty to do so.

10. **INSURANCE.** Licensee represents and warrants that it has liability insurance coverage for its use of the property for both personal injury and property damage in at least the amount of \$ _____. During the term hereof, Licensee shall keep said insurance in force and shall have Licensor named as an additional insured on Licensee's liability policies and shall provide proof thereof to Licensor. Failure to provide proof that Licensor has been added as an additional insured to Licensee's liability insurance may, at Licensor's sole discretion, be grounds for immediate cancellation of this agreement by Licensor. Notwithstanding the foregoing, Licensor's failure to request proof of insurance shall not be deemed a waiver or estoppel of Licensee's duty to provide said insurance or to add Licensor as an additional insured to Licensee's policy.

11. **INDEMNITY.** Licensee agrees to defend and indemnify Licensor from and against any and all claims, demands or actions arising out of Licensee's use of the premises. This duty of defense and indemnity owed by Licensee to Licensor shall apply and operate to

Licensor' benefit and shall apply to the negligent acts or omissions committed by Licensor either acting alone or concurrently with Licensee or a third party.

12. **PERMITS.** If Licensee's use of the property requires and permits, licenses, or other approvals by any city, county, state, or federal agency or governmental unit, it shall be Licensee's sole responsibility to obtain the same and to conduct itself in accordance therewith. By way of illustration only and not by way of limitation, if Licensee intends to provide, distribute, consume, or sell alcoholic beverages of any type whatsoever, then it shall obtain all necessary permits to do so, shall be solely responsible, shall not permit any unlawful use of the premises, and shall provide for all necessary security and safety measures.

13. **BREACH.** If Licensee fails or refuses to meet any of its obligations contained in this agreement, then this License terminates immediately and Licensee shall be deemed a trespasser.

14. **ATTORNEY'S FEES.** If Licensee fails or refuses to perform its obligations under this agreement, then it shall pay Licensor's reasonable attorney's fees if Licensor, in its sole discretion, incurs or retains legal counsel to enforce its rights under this agreement.

15. **CLEAN UP.** At the expiration of this agreement, Licensee shall thoroughly clean the premises, repair or replace any property damage caused by Licensee's use of the premises, return any keys or locks to Licensor (or Licensor's designee), and peaceably quit and surrender the premises in a neat and clean condition.

16. **VENTURE/ JURISDICTION.** If any disagreement, claim, cause of action, demand, lawsuit, or litigation arises out of the agreement, the parties agree that all said lawsuits, claims, or litigation shall be submitted to the Texas state courts located in Harris County, Texas, and that Texas law shall apply.

SIGNED on this the _____ day of _____,
_____.

BAYTOWN YOUTH FAIR & LIVESTOCK ASSOCIATION [LICENSOR]

BY: _____

BYF Authorized Representative

[LICENSEE] Printed Name

BY: _____

Authorized Representative