



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER _____

PAGE 1 OF 12

DATE: 10/15/2024

SUBJECT: CONSIDERATION OF A LICENSE AGREEMENT BETWEEN TARRANT COUNTY AND COWBOYS STADIUM, L.P. FOR POLLING LOCATION SPACE

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a License Agreement between Cowboys Stadium, L.P. and Tarrant County for use of AT&T Stadium as a polling location on Election Day.

BACKGROUND

Tarrant County Elections worked with the staff of Cowboys Stadium L.P. to arrange the use of AT&T Stadium on November 5, 2024, as a polling location for the General Election. Tarrant County Elections has been given authorization to use the East Main Platform (Entry C) and parking lot Silver 5 to establish and run an election-day polling site to support Tarrant County voters.

FISCAL IMPACT

Tarrant County Elections Department is being allowed to use the facility at no cost.

SUBMITTED BY	Elections Administration	PREPARED BY:	Miriam Garza
		APPROVED BY:	Clinton Ludwig

4)

CO# 144078



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER

PAGE 1 OF

11

DATE:

10/15/2024

**SUBJECT: CONSIDERATION OF A LICENSE AGREEMENT BETWEEN TARRANT
COUNTY AND COWBOYS STADIUM, L.P. FOR POLLING LOCATION
SPACE**

***** CONSENT AGENDA *****

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SUBMITTED BY	Elections Administration	PREPARED BY:	Miriam Garza
		APPROVED BY:	Clinton Ludwig

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between COWBOYS STADIUM, L.P. ("Licensor"), and TARRANT COUNTY ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor is the operator of AT&T Stadium located in Arlington, Texas, hereby grants Tarrant County permission to use mutually agreed upon areas in the Stadium including parking lot 2, parking lot 9, parking lot 10, and parking lot 11, the west plaza and west main concourse/platform to be used as a polling location (the "Licensed Property"); and

WHEREAS, Licensee desires to enter onto and use the Licensed Property at mutually agreed upon dates and times for those uses as a polling location ("Permitted Uses"); and

WHEREAS, Licensor agrees to grant Licensee a non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Licensor and Licensee agree as follows:

ARTICLE 1 – LICENSE

1.1 **Grant of License**. Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property at such mutually agreed upon dates and times during the Term (hereinafter defined) of this Agreement (the "License"). No fee will be charged for this License, except as provided in this Agreement. Licensee's right to enter on and use the Licensed Property shall be limited solely to the Permitted Uses and none other. Nothing contained herein grants Licensee any right to use the names, images or logos of Licensor or its affiliates.

1.2 **No Cost to Licensor**. The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement.

1.3 **Non-exclusive License**. This License is non-exclusive, and Licensor shall have the right to use the Licensed Property in any manner at its sole discretion.

1.4 **Mechanic's Liens Not Permitted**. Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals**. Licensee, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits or other approvals from the City of Arlington and all other governmental agencies, federal, state or local, required to carry on any activity permitted herein. Nothing in this Agreement shall constitute such license, permit or other approval of any scope of work proposed by Licensee.

1.6 **Security of Licensed Property.** Licensee, at its sole cost and expense, shall provide all security on the Licensed Property during its use thereof.

1.7 **Consideration.** In exchange for the rights granted herein, Licensee shall be responsible for all costs and expenses related to the Permitted Uses as a condition to Licensee entering onto or using the Licensed Property under this Agreement. Licensee agrees to pay for any Licensors' out of pocket expenses related to the Permitted Uses within ten (10) days from receipt of an invoice from Licensors.

ARTICLE 2 – MAINTENANCE

2.1 **Maintenance.** Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements and equipment on or about the Licensed Property and any adjacent property owned by or under the control of Licensors, except as expressly provided herein. Licensee shall keep the Licensed Property free of trash and debris. Licensee shall not erect any improvements on the Licensed Property or remove any existing improvements other than as expressly permitted in this Agreement. Licensee shall be wholly responsible for maintaining the Licensed Property during its use and shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property, including damages caused by Licensee's employees, agents, vendors, guests, customers or invitees ("Licensee Damages"). All repairs shall be made at Licensee's sole cost and expense. Licensors shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensors' use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensors notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensors. If Licensors makes the repairs under the provisions of this Section 2.1, Licensors shall send a written invoice to Licensee in order to be reimbursed for the cost of the repairs. Licensee must pay the invoice within thirty (30) days of receiving the invoice. This Article 2 shall survive termination of this Agreement.

2.2 **Clean-Up.** Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.1 above, Licensee shall remove from the Licensed Property all trash, debris, equipment and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively, "Licensee's Personal Property"), and shall restore the Licensed Property to substantially the same condition that existed on the day before its use, to the satisfaction of Licensors. Should Licensee fail to remove Licensee's Personal Property in accordance with this Section 2.2, Licensors may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensors' removal of Licensee's Personal Property pursuant to this Section 2.2 shall be borne by Licensee.

2.3 **No Signage or Alterations.** Licensee shall not be permitted to erect any signage that is visible from the outside of the Licensed Property except as expressly authorized by Licensors. Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensors. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

ARTICLE 3 – TERM AND TERMINATION

3.1 **Term.** The term of this Agreement shall commence on the Effective Date and end one (1) day following the Event (as defined below) (the “Term”), unless terminated earlier as provided herein. Licensee and Licensor have agreed upon the use of the Licensed Property commencing November 4, 2024 to November 6, 2024 (the “Event”) in accordance with the terms set forth in this Agreement.

3.2 **Termination Without Cause.** Notwithstanding any statement to the contrary in this Agreement, either party may terminate this Agreement without cause by providing five (5) days’ prior written notice to the other party.

3.3 **Termination on Default.** Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing to Licensee twenty-four (24) hours written notice of termination.

3.4 **Condition on Termination.** On termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor.

3.5 **Holding Over.** If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from month to month, terminable by Licensor in accordance with Texas law. Licensee shall pay an amount per day (on a per day basis without reduction for partial days during the holdover) equal to one hundred and no/100s dollars (\$100.00), payable in advance, for the period of the holdover.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws.** Licensee shall, in connection with Licensee’s activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to signage and other laws related to election law; hazardous materials, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee’s use of the Licensed Property. Licensee acknowledges that Licensor has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time to time at Licensor’s sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensor in writing. Licensor must pre-approve any use of tents and may require Licensee to use its preferred tent vendor.

4.2 **Hazardous Materials.** In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensor’s use of the Licensed Property, Licensee shall immediately notify Licensor of the nature and extent of such event and shall, at Licensee’s sole cost and expense, promptly remedy the condition to Licensor’s satisfaction.

ARTICLE 5 – LIABILITY

5.1 **Liability.** Solely to the extent permitted by the Texas constitution, Licensee assumes all risks and liability resulting or arising from or relating to Licensee’s use of the Licensed Property, the

existing condition or location of the Licensed Property or the state of maintenance, repair or operation of the Property. Lessor shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Lessor shall not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

5.2 Disclaimer/Waiver of Damages/Liability.

(a) **LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR PROVIDES THE LICENSED PROPERTY AS-IS. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR IS NOT PROVIDING ANY GUARANTEE, REPRESENTATION OR WARRANTY RELATED TO THE LICENSED PROPERTY, AND LICENSOR HEREBY DISCLAIMS ANY GUARANTEE, REPRESENTATION OR WARRANTY: (I) OF THE CONDITION OR SUITABILITY OF THE LICENSED PROPERTY, IN WHOLE OR IN PART, FOR THE PERMITTED USES; OR (II) THAT LICENSEE'S PERSONAL PROPERTY WILL NOT BE DAMAGED, STOLEN OR IN ANY OTHER WAY COMPROMISED WHILE THE SAME IS LOCATED ON THE LICENSED PROPERTY. LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(b) Solely to the extent permitted by the Texas constitution, Licensee agrees that Lessor shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

ARTICLE 6 – INSURANCE

6.1 **Licensee's Insurance Requirements.** Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Lessor. Licensee shall procure and maintain the insurance required in Exhibit A hereto. Licensee shall deliver to Lessor the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) Name Lessor, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.
- (ii) Provide for at least thirty (30) days prior written notice to Lessor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).

- (iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (iv) Include all endorsements applicable to each policy.
- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

ARTICLE 7 – INDEMNITY

7.1 INDEMNIFICATION. SOLELY TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION, LAWS, AND RULES, AND WITHOUT WAIVING ANY IMMUNITIES OR DEFENSES AVAILABLE TO TARRANT COUNTY AS A GOVERNMENTAL ENTITY, TARRANT COUNTY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR, THE CITY, THE CLUB, THE STADIUM MANAGER, THE DEVELOPER, LEGENDS HOSPITALITY, LLC, AT&T SERVICES, INC., THEIR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, PARTNERS, EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, OWNERS OR AGENTS ("INDEMNITEES"), FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN, AROUND OR UPON THE STADIUM: (I) IN CONNECTION WITH TARRANT COUNTY'S USE OR OCCUPANCY OF THE SUITE, REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (II) DUE TO ANY CONTRAVENTION OF THE PROVISIONS OF THE AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS. NOTHING CONTAINED HEREIN IS INTENDED TO WAIVE ANY APPLICABLE SOVEREIGN IMMUNITY.

THIS ARTICLE 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8 – NOTICE

8.1 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Licensor, addressed to:
 Cowboys Stadium, L.P.
 1 Cowboys Way, Suite 100
 Frisco, Texas 75034
 Attn: Legal Department

Tarrant County
2700 Premier St.
Ft. Worth, Texas 76111
Attn: _____

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 **Findings Incorporated.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensor and Licensee.

9.2 **Relationship of Parties.** The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

9.3 **Licensee's Warranties/Representations.** All warranties, representations and covenants made by Licensee to Licensor in this Agreement or in any certificate or other instrument delivered by Licensee to Licensor under this Agreement shall be considered to have been relied upon by Licensor and will survive the termination of this Agreement, regardless of any investigation made by Licensor.

9.4 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

9.5 **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

9.6 **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.7 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

9.8 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature

hereto is authorized to do so, and such authorization is valid and effective on the Effective Date of this Agreement.

9.9 **Savings/Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

9.10 **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

9.11 **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

9.12 **Assignment.** This Agreement is not assignable by Licensee without the express written consent of Licensors.

9.13 **Indemnification.** The parties agree that the Indemnity provisions set forth herein are conspicuous, the parties have read and understood the same, and they are subject to the extent permitted by the Texas constitution, laws, and rules, and without waiving any immunities or defenses available to Tarrant county as a governmental entity, Tarrant county.

9.14 **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

9.15 **Reference to Licensee.** When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

9.16 **Reference to Licensor.** When referring to "Licensor" herein, this Agreement shall refer to and be binding upon Licensor, and its officers, agents, representatives, employees and/or any other third parties for whom Licensor is legally responsible.

9.17 **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. 10/17/2024, 2024 will be deemed the effective date of this Agreement ("Effective Date").

Tarrant County (2024)

LICENSOR:

COWBOYS STADIUM, L.P.

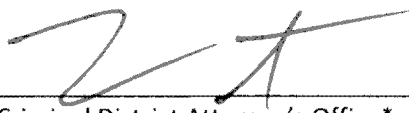
Signed by: _____
By: Thomas Walker
Printed Name: Thomas Walker
Title: CFO/Treasurer
Date: 10/17/2024

LICENSEE:

TARRANT COUNTY

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:


Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

EXHIBIT A
Insurance Requirements

Licensee hereby agrees to maintain the insurance requirements set forth below in accordance with the terms and conditions of the Agreement. Unless otherwise specified, all capitalized terms used in this Exhibit A will have the meanings ascribed to them in the Agreement.

General Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

BUSINESS AUTO LIABILITY (Occurrence Basis)

Combined Single Limit for Bodily Injury & Property Damage (Above to include Owned, Hired & Non-Owned Auto)	\$1,000,000
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WORKERS COMPENSATION/EMPLOYER'S LIABILITY

Each Accident	\$1,000,000
Disease Limit – Policy	\$1,000,000
Disease Limit – Each Employee	\$1,000,000

UMBRELLA LIABILITY (Over and above General, Auto and Employers Liability Limits)

Each Occurrence	\$2,000,000
Each Aggregate	\$2,000,000

Required provision for COI: The insurance policies covering Commercial General Liability shall name Released Parties as additional insureds for ongoing and completed operations as required in written contract and provide the Released Parties with waiver of subrogation. The insurance policies covering Business Automobile Liability and Umbrella Liability shall name Released Parties as additional insureds, with waiver of subrogation. Workers Compensation/Employer's Liability shall require waiver of subrogation in favor of the Released Parties. All of the foregoing insurance policies shall specifically state the coverage thereunder shall be deemed to be primary and not excess or contributory with respect to any other insurance available to any of the Released Parties.

Licensee shall require all of its vendors or subcontractors (if any) to provide foregoing coverages, as well as any other coverages Licensee deems necessary. Such policies shall include the additional insured and waiver of subrogation clause as set forth in this Exhibit A. However, the fact that any vendor or subcontractor provides or does not provide any of the foregoing coverages or any other coverages Licensee deems necessary, such coverage shall not itself relieve Licensee of its obligations to provide said coverages. To the extent Licensee does not require or the vendor/ subcontractor does not obtain such coverage, Licensee agrees to indemnify and save indemnified parties set forth in the Agreement and each

Tarrant County (2024)

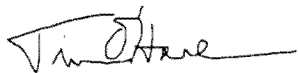
of their subsidiaries, and related or affiliated companies harmless from all Losses to which said coverages would have applied. The foregoing shall in no way limit the entire indemnity obligations of Licensee.

The required coverages may be satisfied through any combination of primary, excess and umbrella insurance coverages so long as all the terms and conditions set forth in this Exhibit A and the Agreement concerning additional insureds, waiver of subrogation, and primary and non-contributory coverage with respect to any other insurance available to the additional insureds apply to such combination of primary, excess and umbrella insurance coverages.

Consideration of a License Agreement between Tarrant County and Cowboys Stadium, L.P. for
Polling Location Space

SIGNED AND EXECUTED this <#MeetingDateLong#>.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge
10/16/2024

Certificate Of Completion

Envelope Id: EA6FE13E293048D1B03E7C93F93C2B36
Subject: Signature Request
Envelope Vendor:
Send to Laserfiche: Yes
Source Envelope:
Document Pages: 13
Certificate Pages: 2
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
Miroslava Tixi
One Cowboys Way
Frisco, TX 75034
MTixi@DallasCowboys.net
IP Address: 47.189.159.127

Record Tracking

Status: Original
10/17/2024 4:40:05 PM
Holder: Miroslava Tixi
MTixi@DallasCowboys.net

Location: DocuSign

Signer Events

Miroslava Tixi
mtixi@dallascowboys.net
Paralegal
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Thomas Walker
Signatories@JonesEntities.net
CFO/Treasurer
TLW
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

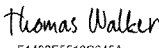
Signature

Completed

Using IP Address: 47.189.159.127

Timestamp

Sent: 10/17/2024 4:43:25 PM
Viewed: 10/17/2024 4:43:33 PM
Signed: 10/17/2024 4:44:10 PM

Signed by:

F1400E5510C645A...

Signature Adoption: Pre-selected Style
Using IP Address: 162.232.245.77

Sent: 10/17/2024 4:44:11 PM
Viewed: 10/17/2024 4:46:49 PM
Signed: 10/17/2024 10:42:27 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Martin, Tod
TMartin@DallasCowboys.net
Stadium General Manager
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 10/17/2024 10:42:28 PM
Viewed: 10/17/2024 10:43:06 PM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

10/17/2024 4:43:25 PM
10/17/2024 4:46:49 PM
10/17/2024 10:42:27 PM
10/17/2024 10:42:28 PM

Payment Events

Status

Timestamps



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER

PAGE 1 OF

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10/15/2024

SUBJECT: **CONSIDERATION OF A LICENSE AGREEMENT BETWEEN TARRANT COUNTY AND COWBOYS STADIUM, L.P. FOR POLLING LOCATION SPACE**

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SUBMITTED BY	Elections Administration	PREPARED BY:	Miriam Garza
		APPROVED BY:	Clinton Ludwig

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between COWBOYS STADIUM, L.P. ("Licensor"), and TARRANT COUNTY ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor is the operator of AT&T Stadium located in Arlington, Texas, hereby grants Tarrant County permission to use mutually agreed upon areas in the Stadium including parking lot 2, parking lot 9, parking lot 10, and parking lot 11, the west plaza and west main concourse/platform to be used as a polling location (the "Licensed Property"); and

WHEREAS, Licensee desires to enter onto and use the Licensed Property at mutually agreed upon dates and times for those uses as a polling location ("Permitted Uses"); and

WHEREAS, Licensor agrees to grant Licensee a non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Licensor and Licensee agree as follows:

ARTICLE 1 – LICENSE

1.1 **Grant of License.** Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property at such mutually agreed upon dates and times during the Term (hereinafter defined) of this Agreement (the "License"). No fee will be charged for this License, except as provided in this Agreement. Licensee's right to enter on and use the Licensed Property shall be limited solely to the Permitted Uses and none other. Nothing contained herein grants Licensee any right to use the names, images or logos of Licensor or its affiliates.

1.2 **No Cost to Licensor.** The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement.

1.3 **Non-exclusive License.** This License is non-exclusive, and Licensor shall have the right to use the Licensed Property in any manner at its sole discretion.

1.4 **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits or other approvals from the City of Arlington and all other governmental agencies, federal, state or local, required to carry on any activity permitted herein. Nothing in this Agreement shall constitute such license, permit or other approval of any scope of work proposed by Licensee.

1.6 **Security of Licensed Property.** Licensee, at its sole cost and expense, shall provide all security on the Licensed Property during its use thereof.

1.7 **Consideration.** In exchange for the rights granted herein, Licensee shall be responsible for all costs and expenses related to the Permitted Uses as a condition to Licensee entering onto or using the Licensed Property under this Agreement. Licensee agrees to pay for any Licensor's out of pocket expenses related to the Permitted Uses within ten (10) days from receipt of an invoice from Licensor.

ARTICLE 2 – MAINTENANCE

2.1 **Maintenance.** Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements and equipment on or about the Licensed Property and any adjacent property owned by or under the control of Licensor, except as expressly provided herein. Licensee shall keep the Licensed Property free of trash and debris. Licensee shall not erect any improvements on the Licensed Property or remove any existing improvements other than as expressly permitted in this Agreement. Licensee shall be wholly responsible for maintaining the Licensed Property during its use and shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property, including damages caused by Licensee's employees, agents, vendors, guests, customers or invitees ("Licensee Damages"). All repairs shall be made at Licensee's sole cost and expense. Licensor shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensor's use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensor notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensor. If Licensor makes the repairs under the provisions of this Section 2.1, Licensor shall send a written invoice to Licensee in order to be reimbursed for the cost of the repairs. Licensee must pay the invoice within thirty (30) days of receiving the invoice. This Article 2 shall survive termination of this Agreement.

2.2 **Clean-Up.** Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.1 above, Licensee shall remove from the Licensed Property all trash, debris, equipment and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively, "Licensee's Personal Property"), and shall restore the Licensed Property to substantially the same condition that existed on the day before its use, to the satisfaction of Licensor. Should Licensee fail to remove Licensee's Personal Property in accordance with this Section 2.2, Licensor may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensor's removal of Licensee's Personal Property pursuant to this Section 2.2 shall be borne by Licensee.

2.3 **No Signage or Alterations.** Licensee shall not be permitted to erect any signage that is visible from the outside of the Licensed Property except as expressly authorized by Licensor. Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensor. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

ARTICLE 3 – TERM AND TERMINATION

3.1 **Term.** The term of this this Agreement shall commence on the Effective Date and end one (1) day following the Event (as defined below) (the “Term”), unless terminated earlier as provided herein. Licensee and Licensors have agreed upon the use of the Licensed Property commencing November 4, 2024 to November 6, 2024 (the “Event”) in accordance with the terms set forth in this Agreement.

3.2 **Termination Without Cause.** Notwithstanding any statement to the contrary in this Agreement, either party may terminate this Agreement without cause by providing five (5) days’ prior written notice to the other party.

3.3 **Termination on Default.** Notwithstanding the foregoing, Licensors shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing to Licensee twenty-four (24) hours written notice of termination.

3.4 **Condition on Termination.** On termination of this Agreement, Licensee shall surrender the Licensed Property to Licensors.

3.5 **Holding Over.** If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from month to month, terminable by Licensors in accordance with Texas law. Licensee shall pay an amount per day (on a per day basis without reduction for partial days during the holdover) equal to one hundred and no/100s dollars (\$100.00), payable in advance, for the period of the holdover.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws.** Licensee shall, in connection with Licensee’s activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to signage and other laws related to election law; hazardous materials, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee’s use of the Licensed Property. Licensee acknowledges that Licensors has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time to time at Licensors’s sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensors in writing. Licensors must pre-approve any use of tents and may require Licensee to use its preferred tent vendor.

4.2 **Hazardous Materials.** In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensors’s use of the Licensed Property, Licensee shall immediately notify Licensors of the nature and extent of such event and shall, at Licensee’s sole cost and expense, promptly remedy the condition to Licensors’s satisfaction.

ARTICLE 5 – LIABILITY

5.1 **Liability.** Solely to the extent permitted by the Texas constitution, Licensee assumes all risks and liability resulting or arising from or relating to Licensee’s use of the Licensed Property, the

existing condition or location of the Licensed Property or the state of maintenance, repair or operation of the Property. Licensors shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensors shall not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

5.2 Disclaimer/Waiver of Damages/Liability.

(a) **LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR PROVIDES THE LICENSED PROPERTY AS-IS. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR IS NOT PROVIDING ANY GUARANTEE, REPRESENTATION OR WARRANTY RELATED TO THE LICENSED PROPERTY, AND LICENSOR HEREBY DISCLAIMS ANY GUARANTEE, REPRESENTATION OR WARRANTY: (I) OF THE CONDITION OR SUITABILITY OF THE LICENSED PROPERTY, IN WHOLE OR IN PART, FOR THE PERMITTED USES; OR (II) THAT LICENSEE'S PERSONAL PROPERTY WILL NOT BE DAMAGED, STOLEN OR IN ANY OTHER WAY COMPROMISED WHILE THE SAME IS LOCATED ON THE LICENSED PROPERTY. LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(b) Solely to the extent permitted by the Texas constitution, Licensee agrees that Licensors shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

ARTICLE 6 – INSURANCE

6.1 Licensee's Insurance Requirements. Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensors. Licensee shall procure and maintain the insurance required in Exhibit A hereto. Licensee shall deliver to Licensors the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

- (a) All insurance and certificate(s) of insurance shall contain the following provisions:
- (i) Name Licensors, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.
 - (ii) Provide for at least thirty (30) days prior written notice to Licensors for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).

- (iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
 - (iv) Include all endorsements applicable to each policy.
- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

ARTICLE 7 – INDEMNITY

7.1 INDEMNIFICATION. SOLELY TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION, LAWS, AND RULES, AND WITHOUT WAIVING ANY IMMUNITIES OR DEFENSES AVAILABLE TO TARRANT COUNTY AS A GOVERNMENTAL ENTITY, TARRANT COUNTY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR, THE CITY, THE CLUB, THE STADIUM MANAGER, THE DEVELOPER, LEGENDS HOSPITALITY, LLC, AT&T SERVICES, INC., THEIR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, PARTNERS, EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, OWNERS OR AGENTS ("INDEMNITEES"), FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN, AROUND OR UPON THE STADIUM: (I) IN CONNECTION WITH TARRANT COUNTY'S USE OR OCCUPANCY OF THE SUITE, REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (II) DUE TO ANY CONTRAVENTION OF THE PROVISIONS OF THE AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS. NOTHING CONTAINED HEREIN IS INTENDED TO WAIVE ANY APPLICABLE SOVEREIGN IMMUNITY.

THIS ARTICLE 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8 – NOTICE

8.1 **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Licensor, addressed to:
Cowboys Stadium, L.P.
1 Cowboys Way, Suite 100
Frisco, Texas 75034
Attn: Legal Department

Tarrant County
2700 Premier St.
Ft. Worth, Texas 76111
Attn: _____

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 **Findings Incorporated.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensors and Licensee.

9.2 **Relationship of Parties.** The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

9.3 **Licensee's Warranties/Representations.** All warranties, representations and covenants made by Licensee to Licensors in this Agreement or in any certificate or other instrument delivered by Licensee to Licensors under this Agreement shall be considered to have been relied upon by Licensors and will survive the termination of this Agreement, regardless of any investigation made by Licensors.

9.4 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

9.5 **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

9.6 **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.7 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

9.8 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature

hereto is authorized to do so, and such authorization is valid and effective on the Effective Date of this Agreement.

9.9 **Savings/Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

9.10 **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

9.11 **No Third-Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

9.12 **Assignment**. This Agreement is not assignable by Licensee without the express written consent of Licensor.

9.13 **Indemnification**. The parties agree that the Indemnity provisions set forth herein are conspicuous, the parties have read and understood the same, and they are subject to the extent permitted by the Texas constitution, laws, and rules, and without waiving any immunities or defenses available to Tarrant county as a governmental entity, Tarrant county.

9.14 **Waiver**. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

9.15 **Reference to Licensee**. When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

9.16 **Reference to Licensor**. When referring to "Licensor" herein, this Agreement shall refer to and be binding upon Licensor, and its officers, agents, representatives, employees and/or any other third parties for whom Licensor is legally responsible.

9.17 **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. _____, 2024 will be deemed the effective date of this Agreement ("Effective Date").

LICENSOR:

COWBOYS STADIUM, L.P.

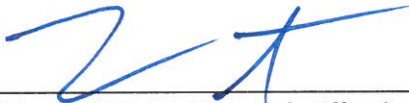
By: _____
Printed Name: _____
Title: _____
Date: _____

LICENSEE:

TARRANT COUNTY

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:



Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

EXHIBIT A
Insurance Requirements

Licensee hereby agrees to maintain the insurance requirements set forth below in accordance with the terms and conditions of the Agreement. Unless otherwise specified, all capitalized terms used in this Exhibit A will have the meanings ascribed to them in the Agreement.

General Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

BUSINESS AUTO LIABILITY (Occurrence Basis)

Combined Single Limit for Bodily Injury & Property Damage (Above to include Owned, Hired & Non-Owned Auto)	\$1,000,000
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WORKERS COMPENSATION/EMPLOYER'S LIABILITY

Each Accident	\$1,000,000
Disease Limit – Policy	\$1,000,000
Disease Limit – Each Employee	\$1,000,000

UMBRELLA LIABILITY (Over and above General, Auto and Employers Liability Limits)

Each Occurrence	\$2,000,000
Each Aggregate	\$2,000,000

Required provision for COI: The insurance policies covering Commercial General Liability shall name Released Parties as additional insureds for ongoing and completed operations as required in written contract and provide the Released Parties with waiver of subrogation. The insurance policies covering Business Automobile Liability and Umbrella Liability shall name Released Parties as additional insureds, with waiver of subrogation. Workers Compensation/Employer's Liability shall require waiver of subrogation in favor of the Released Parties. All of the foregoing insurance policies shall specifically state the coverage thereunder shall be deemed to be primary and not excess or contributory with respect to any other insurance available to any of the Released Parties.

Licensee shall require all of its vendors or subcontractors (if any) to provide foregoing coverages, as well as any other coverages Licensee deems necessary. Such policies shall include the additional insured and waiver of subrogation clause as set forth in this Exhibit A. However, the fact that any vendor or subcontractor provides or does not provide any of the foregoing coverages or any other coverages Licensee deems necessary, such coverage shall not itself relieve Licensee of its obligations to provide said coverages. To the extent Licensee does not require or the vendor/ subcontractor does not obtain such coverage, Licensee agrees to indemnify and save indemnified parties set forth in the Agreement and each

of their subsidiaries, and related or affiliated companies harmless from all Losses to which said coverages would have applied. The foregoing shall in no way limit the entire indemnity obligations of Licensee.

The required coverages may be satisfied through any combination of primary, excess and umbrella insurance coverages so long as all the terms and conditions set forth in this Exhibit A and the Agreement concerning additional insureds, waiver of subrogation, and primary and non-contributory coverage with respect to any other insurance available to the additional insureds apply to such combination of primary, excess and umbrella insurance coverages.

Consideration of a License Agreement between Tarrant County and Cowboys Stadium, L.P. for
Polling Location Space

SIGNED AND EXECUTED this <#MeetingDateLong#>.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a stylized flourish at the end.

Tim O'Hare
County Judge
10/16/2024

Consideration of a License Agreement between Tarrant County and Cowboys Stadium, L.P. for
Polling Location Space

SIGNED AND EXECUTED this 15th day of October 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal flourish extending to the right.

Tim O'Hare
County Judge

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between COWBOYS STADIUM, L.P. ("Licensor"), and TARRANT COUNTY ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor is the operator of AT&T Stadium located in Arlington, Texas, hereby grants Tarrant County permission to use mutually agreed upon areas in the Stadium including parking lot 2, parking lot 9, parking lot 10, and parking lot 11, the west plaza and west main concourse/platform to be used as a polling location (the "Licensed Property"); and

WHEREAS, Licensee desires to enter onto and use the Licensed Property at mutually agreed upon dates and times for those uses as a polling location ("Permitted Uses"); and

WHEREAS, Licensor agrees to grant Licensee a non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Licensor and Licensee agree as follows:

ARTICLE 1 – LICENSE

1.1 **Grant of License.** Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property at such mutually agreed upon dates and times during the Term (hereinafter defined) of this Agreement (the "License"). No fee will be charged for this License, except as provided in this Agreement. Licensee's right to enter on and use the Licensed Property shall be limited solely to the Permitted Uses and none other. Nothing contained herein grants Licensee any right to use the names, images or logos of Licensor or its affiliates.

1.2 **No Cost to Licensor.** The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement.

1.3 **Non-exclusive License.** This License is non-exclusive, and Licensor shall have the right to use the Licensed Property in any manner at its sole discretion.

1.4 **Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits or other approvals from the City of Arlington and all other governmental agencies, federal, state or local, required to carry on any activity permitted herein. Nothing in this Agreement shall constitute such license, permit or other approval of any scope of work proposed by Licensee.

1.6 **Security of Licensed Property.** Licensee, at its sole cost and expense, shall provide all security on the Licensed Property during its use thereof.

1.7 **Consideration.** In exchange for the rights granted herein, Licensee shall be responsible for all costs and expenses related to the Permitted Uses as a condition to Licensee entering onto or using the Licensed Property under this Agreement. Licensee agrees to pay for any Licensors' out of pocket expenses related to the Permitted Uses within ten (10) days from receipt of an invoice from Licensors.

ARTICLE 2 – MAINTENANCE

2.1 **Maintenance.** Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements and equipment on or about the Licensed Property and any adjacent property owned by or under the control of Licensors, except as expressly provided herein. Licensee shall keep the Licensed Property free of trash and debris. Licensee shall not erect any improvements on the Licensed Property or remove any existing improvements other than as expressly permitted in this Agreement. Licensee shall be wholly responsible for maintaining the Licensed Property during its use and shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property, including damages caused by Licensee's employees, agents, vendors, guests, customers or invitees ("Licensee Damages"). All repairs shall be made at Licensee's sole cost and expense. Licensors shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensors' use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensors notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensors. If Licensors makes the repairs under the provisions of this Section 2.1, Licensors shall send a written invoice to Licensee in order to be reimbursed for the cost of the repairs. Licensee must pay the invoice within thirty (30) days of receiving the invoice. This Article 2 shall survive termination of this Agreement.

2.2 **Clean-Up.** Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.1 above, Licensee shall remove from the Licensed Property all trash, debris, equipment and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively, "Licensee's Personal Property"), and shall restore the Licensed Property to substantially the same condition that existed on the day before its use, to the satisfaction of Licensors. Should Licensee fail to remove Licensee's Personal Property in accordance with this Section 2.2, Licensors may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensors' removal of Licensee's Personal Property pursuant to this Section 2.2 shall be borne by Licensee.

2.3 **No Signage or Alterations.** Licensee shall not be permitted to erect any signage that is visible from the outside of the Licensed Property except as expressly authorized by Licensors. Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensors. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

ARTICLE 3 – TERM AND TERMINATION

3.1 **Term.** The term of this Agreement shall commence on the Effective Date and end one (1) day following the Event (as defined below) (the “Term”), unless terminated earlier as provided herein. Licensee and Licensor have agreed upon the use of the Licensed Property commencing November 4, 2024 to November 6, 2024 (the “Event”) in accordance with the terms set forth in this Agreement.

3.2 **Termination Without Cause.** Notwithstanding any statement to the contrary in this Agreement, either party may terminate this Agreement without cause by providing five (5) days’ prior written notice to the other party.

3.3 **Termination on Default.** Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing to Licensee twenty-four (24) hours written notice of termination.

3.4 **Condition on Termination.** On termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor.

3.5 **Holding Over.** If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from month to month, terminable by Licensor in accordance with Texas law. Licensee shall pay an amount per day (on a per day basis without reduction for partial days during the holdover) equal to one hundred and no/100s dollars (\$100.00), payable in advance, for the period of the holdover.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws.** Licensee shall, in connection with Licensee’s activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to signage and other laws related to election law; hazardous materials, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee’s use of the Licensed Property. Licensee acknowledges that Licensor has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time to time at Licensor’s sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensor in writing. Licensor must pre-approve any use of tents and may require Licensee to use its preferred tent vendor.

4.2 **Hazardous Materials.** In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensor’s use of the Licensed Property, Licensee shall immediately notify Licensor of the nature and extent of such event and shall, at Licensee’s sole cost and expense, promptly remedy the condition to Licensor’s satisfaction.

ARTICLE 5 – LIABILITY

5.1 **Liability.** Solely to the extent permitted by the Texas constitution, Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Licensed Property, the existing condition or location of the Licensed Property or the state of maintenance, repair or operation of the Property. Licensors shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensors shall not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

5.2 **Disclaimer/Waiver of Damages/Liability.**

(a) **LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR PROVIDES THE LICENSED PROPERTY AS-IS. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR IS NOT PROVIDING ANY GUARANTEE, REPRESENTATION OR WARRANTY RELATED TO THE LICENSED PROPERTY, AND LICENSOR HEREBY DISCLAIMS ANY GUARANTEE, REPRESENTATION OR WARRANTY: (I) OF THE CONDITION OR SUITABILITY OF THE LICENSED PROPERTY, IN WHOLE OR IN PART, FOR THE PERMITTED USES; OR (II) THAT LICENSEE'S PERSONAL PROPERTY WILL NOT BE DAMAGED, STOLEN OR IN ANY OTHER WAY COMPROMISED WHILE THE SAME IS LOCATED ON THE LICENSED PROPERTY. LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(b) Solely to the extent permitted by the Texas constitution, Licensee agrees that Licensors shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

ARTICLE 6 – INSURANCE

6.1 **Licensee's Insurance Requirements.** Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensors. Licensee shall procure and maintain the insurance required in Exhibit A hereto. Licensee shall deliver to Licensors the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) Name Licensors, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.

- (ii) Provide for at least thirty (30) days prior written notice to Licensor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).
- (iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (iv) Include all endorsements applicable to each policy.

(b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

ARTICLE 7 – INDEMNITY

7.1 INDEMNIFICATION. SOLELY TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION, LAWS, AND RULES, AND WITHOUT WAIVING ANY IMMUNITIES OR DEFENSES AVAILABLE TO TARRANT COUNTY AS A GOVERNMENTAL ENTITY, TARRANT COUNTY AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR, THE CITY, THE CLUB, THE STADIUM MANAGER, THE DEVELOPER, LEGENDS HOSPITALITY, LLC, AT&T SERVICES, INC., THEIR AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, PARTNERS, EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, OWNERS OR AGENTS ("INDEMNITEES"), FROM AND AGAINST ANY LIABILITY, LOSSES, CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND LITIGATION EXPENSES, ARISING OUT OF ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING IN, AROUND OR UPON THE STADIUM: (I) IN CONNECTION WITH TARRANT COUNTY'S USE OR OCCUPANCY OF THE SUITE, REGARDLESS OF WHETHER SUCH PERSONAL INJURY OR PROPERTY DAMAGE WAS CAUSED BY OR RESULTS FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, EXCEPTING FROM THIS INDEMNITY ONLY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (II) DUE TO ANY CONTRAVENTION OF THE PROVISIONS OF THE AGREEMENT OR OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR ORDERS. NOTHING CONTAINED HEREIN IS INTENDED TO WAIVE ANY APPLICABLE SOVEREIGN IMMUNITY.

THIS ARTICLE 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8 – NOTICE

8.1 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Licensor, addressed to:
Cowboys Stadium, L.P.
1 Cowboys Way, Suite 100

Frisco, Texas 75034
Attn: Legal Department

If to Licensee, addressed to:

Tarrant County
2700 Premier St.
Ft. Worth, Texas 76111
Attn: _____

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 **Findings Incorporated.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensor and Licensee.

9.2 **Relationship of Parties.** The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

9.3 **Licensee's Warranties/Representations.** All warranties, representations and covenants made by Licensee to Licensor in this Agreement or in any certificate or other instrument delivered by Licensee to Licensor under this Agreement shall be considered to have been relied upon by Licensor and will survive the termination of this Agreement, regardless of any investigation made by Licensor.

9.4 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

9.5 **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

9.6 **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.7 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

9.8 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action

has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date of this Agreement.

9.9 **Savings/Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

9.10 **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

9.11 **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

9.12 **Assignment.** This Agreement is not assignable by Licensee without the express written consent of Licensor.

9.13 **Indemnification.** The parties agree that the Indemnity provisions set forth herein are conspicuous, the parties have read and understood the same, and they are subject to the extent permitted by the Texas constitution, laws, and rules, and without waiving any immunities or defenses available to Tarrant county as a governmental entity, Tarrant county.

9.14 **Waiver.** Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

9.15 **Reference to Licensee.** When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

9.16 **Reference to Licensor.** When referring to "Licensor" herein, this Agreement shall refer to and be binding upon Licensor, and its officers, agents, representatives, employees and/or any other third parties for whom Licensor is legally responsible.

9.17 **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. _____, 2024 will be deemed the effective date of this Agreement ("Effective Date").

LICENSOR:

COWBOYS STADIUM, L.P.

By: _____
Printed Name: _____
Title: _____
Date: _____

LICENSEE:

TARRANT COUNTY

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

EXHIBIT A
Insurance Requirements

Licensee hereby agrees to maintain the insurance requirements set forth below in accordance with the terms and conditions of the Agreement. Unless otherwise specified, all capitalized terms used in this Exhibit A will have the meanings ascribed to them in the Agreement.

General Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
<u>BUSINESS AUTO LIABILITY</u> (Occurrence Basis)	
Combined Single Limit for Bodily Injury & Property Damage (Above to include Owned, Hired & Non-Owned Auto)	\$1,000,000
<u>WORKERS COMPENSATION/EMPLOYER'S LIABILITY</u>	
Each Accident	\$1,000,000
Disease Limit – Policy	\$1,000,000
Disease Limit – Each Employee	\$1,000,000
<u>UMBRELLA LIABILITY</u> (Over and above General, Auto and Employers Liability Limits)	
Each Occurrence	\$2,000,000
Each Aggregate	\$2,000,000

Required provision for COI: The insurance policies covering Commercial General Liability shall name Released Parties as additional insureds for ongoing and completed operations as required in written contract and provide the Released Parties with waiver of subrogation. The insurance policies covering Business Automobile Liability and Umbrella Liability shall name Released Parties as additional insureds, with waiver of subrogation. Workers Compensation/Employer's Liability shall require waiver of subrogation in favor of the Released Parties. All of the foregoing insurance policies shall specifically state the coverage thereunder shall be deemed to be primary and not excess or contributory with respect to any other insurance available to any of the Released Parties.

Licensee shall require all of its vendors or subcontractors (if any) to provide foregoing coverages, as well as any other coverages Licensee deems necessary. Such policies shall include the additional insured and waiver of subrogation clause as set forth in this Exhibit A. However, the fact that any vendor or subcontractor provides or does not provide any of the foregoing coverages or any other coverages Licensee deems necessary, such coverage shall not itself relieve Licensee of its obligations to provide said coverages. To the extent Licensee does not require or the vendor/ subcontractor does not obtain such coverage, Licensee agrees to indemnify and save indemnified parties set forth in the Agreement and each

of their subsidiaries, and related or affiliated companies harmless from all Losses to which said coverages would have applied. The foregoing shall in no way limit the entire indemnity obligations of Licensee.

The required coverages may be satisfied through any combination of primary, excess and umbrella insurance coverages so long as all the terms and conditions set forth in this Exhibit A and the Agreement concerning additional insureds, waiver of subrogation, and primary and non-contributory coverage with respect to any other insurance available to the additional insureds apply to such combination of primary, excess and umbrella insurance coverages.
