



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 11

DATE: 1/14/2025

SUBJECT: APPROVAL TO HOLD THE 2025 TARRANT COUNTY JUNIOR LIVESTOCK SHOW AT THE WILL ROGERS MEMORIAL CENTER AND FINDING OF A DIRECT PUBLIC PURPOSE

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve the request to hold the Tarrant County Junior Livestock Show at Will Rogers Memorial Center and find the event serves a direct public purpose.

BACKGROUND

In 2023, Tarrant County entered into an Interlocal Agreement with the City of Fort Worth to facilitate the cooperation between City and County concerning the usage of Will Rogers Memorial Center and the Fort Worth Convention Center for County-related events that serve to benefit the public and are of interest to the community. This agreement allows the County to use the facilities and associated parking for events, without payment, in an amount not to exceed \$100,000.00 and not more than ten (10) events per year. As part of the agreement, the event being held must be of interest to the community and approved by the Tarrant County Commissioners Court.

The Tarrant County Junior Livestock Show would like to host their event at the Will Rogers Memorial Center on February 24 – March 1, 2025. In order to satisfy the Facilities Use Agreement with the City of Fort Worth, Court approval is required to utilize a portion of the \$100,000.00 credit towards this event. If approved, the Tarrant County Junior Livestock Show will execute a Facility License Agreement with the City of Fort Worth.

The Criminal District Attorney's Office has reviewed this request.

FISCAL IMPACT

Tarrant County is allocated up to \$100,000.00 per fiscal year to utilize space within Will Rogers Memorial Center or Fort Worth Convention Center, subject to space availability. The estimated cost to hold this event at Will Rogers Memorial Center is \$15,750.00. County funds will not be expended on this event. \$84,250.00 will remain allocated for use of the facilities.

SUBMITTED BY	Commissioner, Precinct 4	PREPARED BY:	Maegan South
		APPROVED BY:	Manny Ramirez



**PUBLIC EVENTS DEPARTMENT
WILL ROGERS MEMORIAL CENTER
3401 W. LANCASTER AVENUE
FORT WORTH, TEXAS 76107-3078
(817) 392-SHOW (7469)**

**LICENSE AGREEMENT
No. 20159**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as of the date of execution set forth in the last paragraph of this agreement, by and between the CITY OF FORT WORTH, a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized representative (“City”), and **TARRANT COUNTY JUNIOR LIVESTOCK SHOW** (“Licensee”) acting by and through its duly authorized representative.

In consideration of the use of the Facilities and the performance of the mutual covenants and agreements herein contained and in consideration of the payment by the Licensee to the City, it is mutually agreed as follows:

1. FACILITIES

City agrees to license to Licensee, for the purpose of holding the **TARRANT COUNTY JUNIOR LIVESTOCK SHOW**, (“Event”) certain facilities within the Will Rogers Memorial Center, as set forth and described below (“Facilities”). Subject to the terms of this Agreement and the following conditions, limitations and restrictions listed below, Licensee may occupy and use the Facilities, necessary to accommodate patrons for the above stated purpose. Licensee has a non-exclusive right to use of common areas within the Will Rogers Memorial Center, which include, but are not limited to, restrooms, elevators, stairways, lobbies, corridors, walkways, entrances, parking lots, and sidewalks.

Day	Date	Room	Time	Usage	License Fee
Monday	02/24/2025	Swine Barn	8:00 AM - 11:59 PM	Set Up	0.00
Monday	02/24/2025	Small Exhibits Bldg	8:00 AM - 11:59 PM	Set Up	0.00
Monday	02/24/2025	Sheep Barn	8:00 AM - 11:59 PM	Set Up	0.00
Tuesday	02/25/2025	Small Exhibits Bldg	8:00 AM - 11:59 PM	Move In	500.00
Tuesday	02/25/2025	Swine Barn	8:00 AM - 11:59 PM	Move In	625.00
Tuesday	02/25/2025	Sheep Barn	8:00 AM - 11:59 PM	Move In	625.00
Wednesday	02/26/2025	Swine Barn	8:00 AM - 11:59 PM	Event	1,250.00
Wednesday	02/26/2025	Small Exhibits Bldg	7:00 AM - 10:00 PM	Event	1,000.00
Wednesday	02/26/2025	Sheep Barn	8:00 AM - 11:59 PM	Event	1,250.00
Thursday	02/27/2025	Small Exhibits Bldg	8:00 AM - 5:00 PM	Event	1,000.00
Thursday	02/27/2025	Swine Barn	7:00 AM - 10:00 PM	Event	1,250.00
Thursday	02/27/2025	Sheep Barn	8:00 AM - 11:59 PM	Event	1,250.00
Friday	02/28/2025	Sheep Barn	8:00 AM - 12:00 PM	Event	1,250.00
Friday	02/28/2025	Swine Barn	8:00 AM - 5:00 PM	Event	1,250.00
Friday	02/28/2025	Small Exhibits Bldg	8:00 AM - 5:00 PM	Event	1,000.00
Saturday	03/01/2025	Small Exhibits Bldg	8:00 AM - 11:59 PM	Event	1,000.00
Saturday	03/01/2025	Sheep Barn	8:00 AM - 11:59 PM	Event	1,250.00
Saturday	03/01/2025	Swine Barn	8:00 AM - 5:00 PM	Event	1,250.00
				Total:	15,750.00

2. TERM

The term of said License will be for a period beginning no earlier than 7:00 a.m., **02/24/25** and ending at 11:59 p.m. on **03/01/25**. Event preparation by Licensee in the Facilities and delivery of Licensee’s freight or other properties will take place on or upon the dates and times specified in this Agreement.

Overtime: All events must end by Midnight unless otherwise stated on the Agreement and insurance certificate. Five hundred dollars (\$500.00) per hour will be invoiced to Licensee for any additional hour (or portion thereof) in which Licensee occupies space rented for said event and/or event activities, between the hours of 12 Midnight and 7:00 A.M.

Should Licensee release all or any portion of the Facilities described herein within twelve (12) months of the start date of the Event, Licensee will forfeit all payment made on the released space, unless the released space is re-booked to another party at the same rental rate and for the same rental period. The City is under no obligation to re-book the Facility for the benefit of the Licensee.

3. LICENSE FEE AND ANCILLARY CHARGES

License Fee. Licensee must pay to the City _____ **dollars (\$00,000.00)** for the use of the Facilities ("License Fee"). Licensee agrees to pay the License Fee in accordance with the schedule and terms set forth below:

- A. Contemporaneously with executing this Agreement, Licensee must deliver to the City a nonrefundable partial License Fee payment in the amount of _____ **dollars (\$00,000.00)**, which will be applied toward the total License Fee.
- B. No later than (date) _____, Licensee must deliver to the City full and final payment of the remaining License fee.
- C. The City is pleased to apply a facility rental credit against the Licensee's invoice of final charges upon conclusion of the event equal to 25% of the total building rental, not including stalls, with rental of 300 or more City-owned stalls. A minimum of 300 stalls rented is required to be eligible for the rental credit.
- D. Licensee will be invoiced at the prevailing rate per stall used prior to or after dates actually contracted for use of stalls.

Ancillary Charges. To the extent that Licensee desires to use any services or equipment provided or owned by the City for the Event, then Licensee shall be charged for such services and equipment at the rates in effect on the thirtieth (30th) day prior to the start of term of this Agreement ("Ancillary Charges"). Licensee will pay the Ancillary Charges, in full, no later than five (5) calendar days prior to the start of the term of this Agreement. To the extent that Licensee incurs any additional Ancillary Charges after the date for payment set forth immediately above, then the Licensee will pay all such Ancillary Charges, in full, on or before the final day of the term of this Agreement.

Payment Methods. All payments are due and payable in cash, certified or cashier's check, company check, money order, or credit card acceptable to the City and made payable to the City of Fort Worth, Texas, and will be mailed or delivered to the person and address set forth in the notice section of this Agreement.

4. EXHIBIT RENTAL

- A. It is agreed between Licensee and City that Licensee or its exhibitors will be responsible for collecting and paying all taxes due on items sold at the Event. City assumes no responsibility for payment of said taxes.
- B. It is further agreed that Licensee will abide by all rules and regulations set forth by the Fort Worth Fire Marshal and shall furnish City with a floor plan of exhibit area to be reviewed and approved by the Fort Worth Fire Marshal by no less than ten (10) business days prior to the date of the first activity. No doors, fire extinguishers or exit doors shall be blocked by any exhibit booths, tables, chairs, and the like.
- C. Licensee is responsible for all aspects of exhibitor booth spaces, including, without limitation, the furnishing, installation and removing of pipe and drape as well as tables, chairs, trash cans and any other display items.

5. FILING EVENT REQUIREMENTS WITH DIRECTOR

Licensee will file with the Director of Public Events or his or her designee ("Director") at least twenty (20) business days prior to the Event for which this Agreement is issued, a full and detailed outline, in writing of all staging, table and chair requirements, and other requirements the Licensee may need concerning the Event.

6. OUTSIDE SUBCONTRACT PERSONNEL

Licensee will, at its expense, provide all necessary and adequately trained personnel, including, but not limited to, ticket-sellers, ticket-takers, ushers, floor managers, stage crews (other than Public Events Department technical personnel), electricians, technicians, carpenters and machine operators in such number and manner as prescribed by the Director, and any and all other personnel necessary in the promotion and presentation of the Event. City assumes no responsibility for said personnel and Licensee hereby expressly releases and discharges City from any and all liability for any property damage or loss and personal injury, including death, arising out of or in connection with, directly or indirectly the occupancy or use of the Facilities and any and all activities conducted thereon that are sustained by reasons of the occupancy of said buildings under this Agreement. Nothing herein will be construed as creating a principal/agent, or employer/employee relationship between the City and Licensee's subcontracted personnel.

The City has the following exclusive agreements for subcontractor services at Will Rogers Memorial Center:

- a) **Concessions**
- b) **Alcohol Beverage Service**
- c) **Electrical Distribution**
- d) **Event Staffing/Security**
- e) **Internet/Telecom Services**

City reserves the right to enter into agreements for exclusive subcontractor services at Will Rogers Memorial Center at any time.

7. ALCOHOL RIGHTS

Licensee must comply with City of Fort Worth food and beverage requirements and must contract with the current City of Fort Worth concession services provider regarding the serving of any alcoholic beverage services. Licensee will have no rights in the selling or dispensing of beer, wine or any alcoholic liquors.

8. CONCESSION/MERCHANDISE/SHAVINGS RIGHTS

The City reserves all concession, food and beverage, novelty and merchandise rights. Any matters not herein expressly provided for shall be left to the discretion of the Director.

City retains exclusive rights for the sale of all shavings at the prevailing market rate. Shavings in bags may not be brought onto show grounds by Licensee or any Event participants. If Licensee or any exhibitor brings shavings onto the show grounds or into the Facilities without the prior written consent of the Director, or in direct conflict with the exclusive rights of the City, then the Licensee will be responsible for paying a fee of \$5.00 per bag of shavings based on the equivalent of a 3½ cubic foot bag. The

total fine amount will be at the sole discretion of the Director. Facility cleanup of any alternate bedding not purchased through the City will be invoiced to the Licensee at the current hourly rate.

Licensee must comply with City of Fort Worth food and beverage requirements and must contract with the current City of Fort Worth concession services provider to handle all concession services. Any approved sampling is limited to products directly related to or sold by the exhibitors and must be approved by the Director in advance. All other give-away food and beverage products must be purchased through the in-house concessionaire.

Licensee will be invoiced **\$50.00 per designated inside space** and **\$150.00 per designated outside space** for use by approved commercial exhibitors. This fee does not apply to commercial exhibitors located in a designated "exhibits hall/facility" rented by Licensee for use by commercial exhibitors. Tables and chairs provided by city will be invoiced to the Licensee.

9. CATERING

9.01 The City currently has an open catering policy at the Facilities. All caterers who wish to provide services for any reception, luncheon, party or function where food or beverages are to be served or consumed within the Facilities must be approved by the Director at least thirty (30) calendar days prior to the Event. It is Licensee's responsibility to provide the Director with the name, address and contact person of the Licensee's caterer no later than thirty (30) calendar days prior to the food or beverage function. Any outside caterers will be required to pay the City a separate fee for the right and privilege to cater within the Facilities.

9.02 Any organized reception, luncheon, party or function where food and beverages are to be consumed must be approved by the Director at least seven (7) business days prior to function. Failure to do so will result in a one thousand dollar (\$1,000) per function charge to Licensee.

10. ACCEPTANCE OF FACILITIES

Licensee agrees that Licensee has examined the Facilities prior to the execution of this Agreement and is satisfied with the physical condition of the Facilities. Licensee's taking possession of the Facilities for the Event will be conclusive evidence of its receipt of the Facilities in a safe, sanitary and slightly condition and in good repair, except for those conditions which the Licensee provides City written notice of before Licensee takes possession of the Facilities.

11. CARE OF FACILITIES

- A. Licensee, at Licensee's own expense, will keep the Facilities and maintain all equipment and other properties of City in a safe, sanitary, slightly condition and in good repair, and will restore and yield said Facilities, equipment, and all other properties belonging to the City back to City at the expiration or termination of the License term in good or better condition as existed at the commencement of this Agreement and in which Licensee found them, ordinary wear and tear (including damage by acts of God or other causes beyond the control of Licensee) excepted.
- B. Licensee will not do or permit to be done any injury or damage to any buildings or part thereof, or permit to be done anything which will damage or change the finish or appearance of the Facilities or the furnishings thereof or any other property belonging to the City by the erection or removal of equipment or any other improvements, alterations or additions. No decorative or other materials will be nailed, tacked, screwed or otherwise physically attached to any part of the Facilities or to any of the furnishings or fixtures of the City without the written consent of the City. The illuminated sign above the clock in the Coliseum will remain lighted and visible at all times during the term of this Agreement.
- C. Subject to ordinary wear and tear, Licensee will pay the costs of repairing (to its condition immediately preceding the occurrence of such damage) any damage which may be done to the Facilities or any of the fixtures, furniture or furnishings by any act of Licensee or any of Licensee's employees, agents, officers, or anyone visiting the Facilities upon the invitation of the Licensee including the patrons of the Event or function for which Licensee hereby is leasing the Facilities. The City will determine, in its sole discretion, whether any damage has occurred, the amount of the damage and the reasonable costs of repairing the damage, and whether, under the terms of the Agreement, the Licensee is responsible. City will be the sole judge of the quality of the maintenance and/or damage of the Licensed Facilities, furnishings, fixture or furniture by the Licensee. The costs of repairing any damage to the Facilities will be immediately due and payable by the Licensee upon Licensee's receipt of a written invoice from the City.
- D. In licensing the Facilities, City does not relinquish the right to control the management of the Facilities, or the right to enforce all necessary and proper rules for the management and operation of the same. City, through its Manager, police and fire personnel and other designated representatives, has the right at any time to enter any portion of the Facilities (without causing or constituting a termination of the privilege or an interference for the possession of the Facilities by the Licensee) for any purpose, provided this will not authorize or empower City to direct the activities of the Licensee or assume liability for Licensee's activities.

12. CITY OF FORT WORTH OWNED EQUIPMENT AND PUBLIC EVENTS DEPARTMENT LABOR

Licensee and City understand that a rental charge will be assessed for any chairs, tables, stages, lights and sound equipment at the prevailing rate. Licensee shall pay for Public Events Department technical personnel in the number and manner prescribed by the Director to work all events using staging, lights, amplified sound, or related equipment. Any additional technical services will be provided by an approved vendor at the Licensee's expense.

13. EQUIPMENT

All equipment owned by Licensee must be removed from the Will Rogers Memorial Center immediately after completion of the Event. No equipment may be left in the Will Rogers Memorial Center. Any equipment or other property left by the Licensee at the Will Rogers Memorial Center for over thirty (30) calendar days will be considered abandoned and will become the property of the City and the City will dispose of the property as it deems appropriate. Any equipment used by the Licensee and owned by the City must be returned to the City in the same or better condition than when received by Licensee.

14. **PROPERTY LOSS**

City assumes no responsibility for any property placed in said buildings or any part thereof by the Licensee or any agent, officer, and/or employee of the Licensee. Licensee hereby expressly releases and discharges City from any and all liability for any property damage or loss and/or personal injury, including death, arising out of or in connection with, directly or indirectly the occupancy and/or use of the Licensed Facilities and any and all activities conducted thereon sustained by reasons of the occupancy of said buildings under this Agreement.

15. **REMOVAL OF DISORDERLY PERSONS**

City, through its Director, police and fire personnel and other designated representatives, retains the right to remove from the Facilities any and all such employees, agents and/or officers of Licensee and the right, with its officers and agents, including its police officers, to eject any objectionable person or persons from the Facilities or any other of its facilities. In the event of the exercise of this authority, Licensee hereby waives any and all claims for damages against the City on account of said removal.

16. **UTILITIES/HVAC**

City agrees to furnish the necessary light and existing electrical power for ordinary use only, in the opinion of the Director, including, but not limited to, lighting, heat or air conditioning sufficient to make the buildings comfortable (during event/show hours only), and water for ordinary use of the appliances installed but for no other purposes. City will not be responsible for accidents and unavoidable delays.

It is understood that the City enforces the adopted National Electrical Code to ensure the public is not exposed to electrical hazards. If extension cords are used, Ground Fault Circuit Interrupter (GFCI) Protection is required. These cords have a test and a reset button and have the words "GFCI protected" printed on the cord. All 120 volt extension cords must be three-wire grounding type cords. Extension cords may not be placed through doorways. Frayed or damaged cords may not be used.

17. **FLAMMABLE MATERIALS**

No flammable materials, such as bunting, tissue paper, crepe paper, and the like, will be permitted to be used for decorations and all materials used for decorative purposes must be treated with flame-proofing and approved by the City of Fort Worth Fire Department. Licensee will not operate or place any engine or motor or machinery on the Facilities or use oils, burning fluids, kerosene, naphtha or gasoline or any other flammable chemical for either mechanical or other purposes or any agent other than electricity for illuminating the premises without the written consent of the Fire Marshal.

18. **SEATING CAPACITY**

Licensee will not sell more tickets or allow more occupancy than the seating capacity of the Facilities permits or as allowed under any federal, state, and local laws, statutes, ordinances, charter provisions, rules and regulations of the City of Fort Worth; including, but not limited to, all rules, regulations and/or requirements of the City of Fort Worth Police and Fire Departments. **For ticketed events:** Licensee will furnish all admission tickets. All seats sold must be on a reserved basis and tickets are to be purchased from a bonded ticket printing company or service approved by the Director. Prior to tickets being sold, a ticket manifest is to be delivered to the Director. **Licensee is required to sell all tickets at the prices as advertised and is responsible for payment of State and local taxes, and no deviation will be allowed.** Licensee will deliver to the office of the Director free of charge a mutually agreed upon number of admission tickets to be used for promotional purposes for each performance during which the premises are open to the public during the term of this Agreement. Any unused tickets will be returned prior to opening of event.

19. **EMERGENCY PERSONNEL**

Licensee will be responsible, at its own cost and expense, to provide such emergency medical services as deemed necessary for its event as prescribed by Director. Any standby ambulance service must be provided by the City's current licensed ambulance provider, in accordance with the City Code. Standby ambulance service will be required, at Licensee's expense, for any event, which in the sole opinion of City requires such service. The costs must be paid directly to the emergency medical personnel.

20. **SECURITY PERSONNEL**

Licensee will be responsible for providing and paying for, at its sole cost and expense, such security services and personnel as deemed necessary for the Event by the Director in the Director's sole discretion.

All security personnel must be certified peace officers of the State of Texas or approved WRMC security companies. Any officers will be approved and scheduled by the Director.

21. **FIRE MARSHAL**

Licensee will be responsible, at its own cost and expense, to provide such fire marshal services as deemed necessary for its event as determined by Director of Public Events or his or her designee. Licensee understands that fire marshal personnel are independent contractors. Vendor bears sole responsibility, if any, for reporting its payment for each fire marshal's services as taxable income to the Internal Revenue Service. The costs must be paid directly to the fire marshal personnel.

22. **NON-SMOKING FACILITY**

Licensee understands that the Facility is a NON-SMOKING FACILITY and agrees to make hourly announcements to that effect, if possible. In any event, Licensee agrees to make at least three (3) announcements to that effect during an eight (8) hour period, with one announcement being made at the beginning of each event.

23. **OBSTRUCTIONS**

Sidewalks, entries, passage vestibules, halls, elevators or access ways to public utilities of the premises will not be obstructed or caused to be obstructed by Licensee, or caused or permitted to be used for any purpose other than ingress or egress to and from the Facility. The doors, skylights, stairways or openings that reflect or admit light into any portion of the building will not be obstructed by Licensee.

24. **PARKING**

City operates a paid parking system in all surface lots and parking garages at Will Rogers Memorial Center. All parking fees will be charged to the individual or Licensee at the prevailing rates. City will supply Licensee with five (5) complimentary parking passes per day, upon request, to be used during event.

25. **GENERAL INDEMNIFICATION**

(a) **LICENSEE AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS CITY AND CITY'S EMPLOYEES, REPRESENTATIVES, OFFICERS, AND SERVANTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND OR DESCRIPTION ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (INCLUDING, BUT NOT LIMITED TO, ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS) (1) RELATING TO THE USE OR OCCUPANCY OF THE FACILITY BY LICENSEE, ITS EMPLOYEES, PATRONS, AGENTS, INVITEE, LICENSEES AND ANY PARTY USING THE FACILITY OR (2) BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF LICENSEE OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, SERVANT, OR CONTRACTOR OF LICENSEE, OR ANYONE LICENSEE CONTROLS OR EXERCISES CONTROL OVER OR (3) BY ANY BREACH, VIOLATION OR NONPERFORMANCE OF ANY COVENANT OF LICENSEE UNDER THIS AGREEMENT (COLLECTIVELY, "LIABILITIES").**

(b) **IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH 25, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND WILL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION WILL CONTINUE IN FULL FORCE AND EFFECT.**

(c) If more than one Licensee is named under this Agreement, the obligation of all such Licensees will be, and is joint and several.

26. **INSURANCE**

Prior to the time Licensee is entitled to any right of access to or use of the Facilities, Licensee MUST procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Director. The following insurance must be evidenced by delivery to the Director of executed certificates of insurance or certified copies of policies, whichever is acceptable to the Director.

A. **Commercial General Liability (CGL) Insurance**

\$1,000,000 each occurrence
\$2,000,000 aggregate limit

B. **Business Automobile Liability Insurance**

i. \$1,000,000 each accident on a combined single limit

or

\$250,000 Property Damage; and
\$500,000 Bodily Injury per person per occurrence

ii. The insurance policy must be endorsed to cover "Any Auto", defined as autos owned, hired, and non-owned when said vehicle is used in the course of the Event herein.

C. **Workers' Compensation Insurance**

i. Part A: Statutory Limits

ii. Part B: Employer's Liability

- a) \$100,000 each accident
- b) \$100,000 disease-each employee
- c) \$500,000 disease-policy limit

Additional Requirements

A. Such insurance amounts must be revised upward at the Director's reasonable option and no more frequently than once every 12 months, and Licensee must revise such amounts within thirty (30) calendar days following notice to Licensee of such requirements.

B. To the extent permissible by applicable law, insurance policies required herein must be endorsed to include City as an additional insured as its interest may appear. Additional insured parties must include employees, representatives, officers, agents, and volunteers of City.

C. All policies must include a Waiver of Subrogation (Right of Recovery) in favor of the City of Fort Worth.

- D. Any failure on part of Director to request certificate(s) of insurance will not be construed as a waiver of such requirement or as a waiver of the insurance requirements themselves.
- E. Insurers of Licensee's insurance policies must be licensed to do business in the state of Texas by the Department of Insurance or be otherwise eligible and authorized to do business in the state of Texas. Insurers must be acceptable to the Director insofar as their financial strength and solvency and each such company must have a current minimum A.M. Best Key Rating Guide rating of A-: VIII or other equivalent insurance industry standard rating otherwise approved by the Director.
- F. Deductible limits on insurance policies must not exceed \$10,000 per occurrence unless otherwise approved by the Director. Deductibles must be listed on the certificate of insurance.
- G. In the event there are any local, federal or other regulatory insurance or bonding requirements for Licensee's operations, and such requirements exceed those specified herein, then such requirements will prevail.
- H. Licensee will require its contractors and subcontractors to maintain applicable insurance coverages, limits, and other requirements as those specified herein; and, Licensee will require its contractors and subcontractors to provide Licensee and City with certificate(s) of insurance documenting such coverage. Also, Licensee will require its contractors and subcontractors to have City and Licensee endorsed as additional insureds (as their interest may appear) on their respective insurance policies.
- I. The term of insurance is for the duration of the License Period, which includes the period from the right of access to set-up through the period allowed for removal of property.
- J. The Licensee is responsible for providing the City with a thirty (30) calendar day notice of cancellation or non-renewal of any insurance policy and may not change the terms and conditions of any policy that would limit the scope or coverage, or otherwise alter or disallow coverage as required herein.
- K. Any self-insured retention in excess of \$25,000.00, affecting required insurance coverage, must be acceptable to and approved by the Director in regards to asset value and stockholders' equity. In lieu of traditional insurance, alternative coverage maintained through insurance pools or risk retention groups, must also be approved by the Director.
- L. The company issuing the insurance policy will have no recourse against the City of Fort Worth for payment of any premiums or assessments for any deductibles that all are at the sole risk of Licensee.
- M. For purposes of this insurance section, the terms "Owner", "City" or "City of Fort Worth" includes all authorities, boards, bureaus, commissions, divisions, departments, and officers of the City and the individual members, representatives, officers, employees, and agents thereof in their official capacities and while acting on behalf of the City of Fort Worth.
- N. Coverage must be written on a Per Occurrence basis and the policy must include Broad Form Property Damage Coverage with an insurance company satisfactory to the Director. If insurance policies are not written for specified coverage limits, an Umbrella or Excess Liability insurance for any differences is required. When required, Excess Liability must follow the form of the primary coverage.
- O. If coverage is underwritten on a claims-made basis, the retroactive date must be coincident with or prior to the date of the License Period and the certificate of insurance must state that the coverage is claims-made and the retroactive date. The insurance coverage must be maintained for the duration of the Agreement and for five (5) years following termination or expiration of the Agreement. An annual certificate of insurance submitted to the City must evidence such insurance coverage.
- P. Certificates of Insurance must be delivered to the Will Rogers Memorial Center, 3401 W Lancaster Avenue, Fort Worth, Texas 76107, evidencing all the required coverages, including endorsements.

Licensee hereby waives subrogation rights for loss or damage against City, and its officers, agents, representatives, servants, and employees for personal injury (including, but not limited to, death), property damage, and any other loss.

Licensee will not do or permit to be done anything in or upon any portion of the Facilities, or bring or keep anything therein or thereupon that will in any way conflict with the conditions of any insurance policy upon the Facilities or any part thereof, or in any way increase the rate of fire insurance upon the Facilities or on property kept therein, or in any way obstruct or interfere with the right of the other tenants of the Facilities, or injure or annoy them.

Notwithstanding anything to the contrary, City may terminate this Agreement immediately upon the failure of the Licensee to provide acceptable documentation of insurance as required herein.

27. **COMPLIANCE WITH LAW**

Licensee must ensure compliance with all federal, state, and local laws, statutes including, but not limited to, all ordinances, charter provisions, rules and regulations of the City of Fort Worth; including all rules, regulations and requirements of the City of Fort Worth Public Events, Health, Police and Fire Departments; and any and all requirements specifically made by the City of Fort Worth Fire Marshal in connection with the performances to be given hereunder. Licensee agrees to obey any other regulations of any municipal authority of the City of Fort Worth.

Licensee will obtain and pay for all necessary permits, licenses, and taxes from any governmental agency with jurisdiction thereof and to pay lawful taxes on tickets used in connection with the performances hereunder. Licensee will not do or suffer to be done anything on said Facilities during the terms of this License in violation of any such laws, statutes, ordinances, rules, regulations,

charter provisions, directives or requirements. If the City calls the attention of Licensee to any such violation on the part of said Licensee or any person employed by or admitted to said Facilities by Licensee, Licensee will immediately desist from and correct such violation or vacate the Facilities.

28. FEDERAL COPYRIGHT ACT

Licensee agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101, et seq.) and any Regulations issued thereunder including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use of copyrighted works in Licensee's performances or exhibitions to the copyright owner, or representative of said copyright owner. City expressly assumes no obligations, implied or otherwise, regarding payment or collection of any such fees or financial obligations. City specifically does not authorize, permit, or condone the performance, reproduction, or other use of copyrighted materials by Licensee or its agents or licensees without the appropriate licenses or permission being secured by Licensee in advance. It is further agreed that **LICENSEE WILL DEFEND, INDEMNIFY AND HOLD CITY HARMLESS FOR ANY CLAIMS ARISING FROM NONPAYMENT TO LICENSING AGENCIES, INCLUDING, BUT NOT LIMITED TO, ASCAP, BMI, AND SESAC OR DAMAGES ARISING OUT OF LICENSEE'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS.** City expressly assumes no obligation to review or obtain appropriate licensing and all such licensing will be the exclusive obligation of the Licensee. Licensee understands that they are responsible for securing any and all licenses by artists/performers giving permission for the recordings. Licensee is responsible for both reporting and payment of any music licensing fees that may be required by law.

Licensee understands and agrees that without the proper license obtained by Licensee, there is a risk of an injunction or money damages arising from a copyright lawsuit brought by ASCAP, BMI, SESAC or any other licensing agency.

29. AMERICANS WITH DISABILITIES ACT (ADA)

It is understood that the event of Licensee is not an event of the City. Licensee acknowledges that it is responsible for and will make available the goods and services offered at its event to all attendees including those with disabilities. Licensee is responsible for non-permanent accessibility requirements, such as, but not limited to, seating accessibility and auxiliary aids for the visually impaired, hearing impaired and mobility impaired. **LICENSEE WILL NOT MOVE OR INTERFERE IN ANY WAY WITH ACCESSIBILITY TO ADA FACILITIES, SUCH AS, BUT NOT LIMITED TO, WHEELCHAIR SEATING. LICENSEE WILL NOT SELL TICKETS FOR ADA SEATING TO PERSONS WHO DO NOT REQUIRE ADA ACCOMMODATIONS. LICENSEE INDEMNIFIES THE CITY FOR ANY AND ALL CLAIMS AND LIABILITIES ARISING OUT OF LICENSEE'S DUTIES UNDER THE REQUIREMENTS OF ADA AND THIS SECTION.**

30. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that, if the performance of any obligations hereunder is delayed or cancelled by reason of war; civil commotion; acts of God; unusually inclement or severe weather conditions; fire; pandemic (including, but not limited to, COVID-19); epidemic; declaration of disaster or emergency by the State of Texas, Tarrant County, or the City of Fort Worth; or other circumstances that are reasonably beyond the control of the applicable party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (collectively referred to as "Force Majeure Event"), the Party so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance will be extended for a period of time equal to the period such party was delayed, unless the same results in canceling the Event. Measures taken by the Office of Homeland Security/Office of Emergency Preparedness ("OHS"), State of Texas, Tarrant County, or the City of Fort Worth to close facilities or venues related to the Event, for any reason, is an act of government and, as such, is also considered a Force Majeure Event.

The party asserting a Force Majeure Event must give written notice and full particulars of the Force Majeure Event, including how the Force Majeure Event prevents performance, to the other party as soon as practicable, but no later than seven (7) calendar days after the occurrence of the cause relied upon. This time period may be extended by written agreement of the parties.

If a Force Majeure Event causes the Event to be cancelled, in whole or in part, and the affected party complies with this Section regarding notice, the Licensee will owe the City the License Fee based on the time period (if any) during which the Licensee had reasonable commercial use of the Facilities. In the event that a refund of any deposits or prepayments is necessary, the City will refund such amounts promptly.

31. ASSIGNMENT

Licensee may not right to assign, sell, or transfer its rights or obligations under this Agreement without the prior written consent of the City. Any purported transfer or assignment in violation of this provision will be null and void and will constitute a default hereunder. If assigned per the written consent of the City, Licensee agrees to ensure that any assignee will comply with all terms, provisions, covenants, and conditions of this Agreement. Assignment or subletting of this Agreement will not relieve Licensee from any of its obligations under this Agreement.

32. EVENTS OF DEFAULT

The following events will be deemed to be events of default ("Events of Default") by Licensee under this Agreement:

- A. Licensee fails to pay any installment of the rent when due or any other payment of reimbursement to City required hereunder;
- B. Licensee attempts to assign this contract without the prior written consent of City;
- C. Licensee becomes insolvent or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
- D. Licensee fails to comply with the insurance requirements set forth in this Agreement; or
- E. Licensee fails to comply with any other term, provision or covenant of this Agreement.

33. TERMINATION

City will have the right to terminate this Agreement upon the occurrence of any Events of Default, or in the event that Licensee fails to timely take any action required under the terms of this Agreement, if the City provides Licensee with written notice of the claims default or failure to act and Licensee does not remedy the default within five (5) business days or prior to the start of the term of this Agreement, whichever is earlier.

If any Events of Default occur by the Licensee during the term of this Agreement, City will have the option to terminate this Agreement immediately after written notice of such default and a reasonable time to cure, such time to be subject to the Director's reasonable discretion. Licensee must immediately surrender the Facilities to City and, if Licensee fails to do so, City may, without prejudice to any remedy, enter upon and take possession of the Facilities and remove Licensee and any other person who may be occupying the Facilities by force, if necessary, without being liable for the prosecution or any claim of damages therefore. Licensee agrees to pay to City any undisputed amount of all loss and damage that City may suffer by reason of such termination within thirty (30) calendar days after written demand by the City.

City may, as a result of cancellation or termination, and at its discretion, relet the entire Facilities or relet any building or any portion of any building of the Facilities that is determined by the City not to be in substantial use by the Licensee and receive the rent therefore. Except as otherwise set forth in this Agreement, Licensee will not be entitled, under any circumstances, to any offset or any excess rental fees received by City as a result of reletting, and Licensee hereby waives any claim to such excess rental amounts.

No pursuit of any remedy by City constitutes a forfeiture or waiver of any rent or Licensee Fee due to City or of any damages accruing to City by reason of the violation of any of the terms, provisions, and covenants herein contained. No act or thing done by City or its officers, agents, representatives, or employees during the term of this Agreement will be deemed a termination of the Agreement or an acceptance of the surrender of the Facilities, and no agreement to terminate this Agreement or accept a surrender of the Facilities will be valid unless in writing signed by City. City's acceptance of the payment of rental or other payments after the occurrence of any Events of Default will not be construed as waiver of such default, unless City notifies Licensee in writing. Any act by City to enforce one or more of the remedies herein provided upon the Events of Default will not be deemed or construed to constitute a waiver of such default or of City's right to enforce any such remedies with respect to such default or subsequent default.

34. NOTICES

All notices required or permitted under this Agreement may be given to a party personally or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. If more than one Licensee is named in this contract, service of any notice on any one of the Licensees will be deemed service on all Licensees. Any notice so given will be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Director of Public Events
Will Rogers Memorial Center
3401 W Lancaster Ave.
Fort Worth, Texas 76107

LICENSEE:

R.L. Feldt
Tarrant County Junior Livestock Show
4901 Nevada Trail
North Richland Hills, Texas 76180

35. SOLE AGREEMENT

This written instrument constitutes the entire Agreement by the parties hereto concerning the License of the facilities and obligations of the parties and any prior or contemporaneous oral or written agreement which purports to vary from the terms hereof, will be void. It is understood and agreed that all the provisions of this License Agreement are applicable except where specifically modified by Addendum, in which case such Addendum will apply.

36. AMENDMENT

This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

37. SUCCESSORS AND ASSIGNS

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and, except as otherwise provided in this contract, their assigns.

38. GOVERNING LAW AND VENUE

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action will lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas-Fort Worth Division. This Agreement will be construed in accordance with the laws of the State of Texas.

39. INDEPENDENT CONTRACTOR/NO PARTNERSHIP

It is expressly understood and agreed that Licensee will operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Licensee will have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors (except the City), and

subcontractors. Licensee acknowledges that the doctrine of *respondeat superior* will not apply as between the City, its officers, agents, servants and employees, and Licensee, and its officers, agents, employees, servants, contractors, and subcontractors.

Licensee further agrees that nothing herein will be construed as the creation of a partnership or joint enterprise between City and Licensee. It is further understood that the City will in no way be considered a Co-employer or a joint employer of Licensee or any officers, agents, servants, employees, contractors, or subcontractors of Licensee. Neither Licensee, nor any officers, agents, servants, employees, contractors, or subcontractors of Licensee will be entitled to any employment benefits from the City. Licensee will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its officers, agents, servants, employees, contractors, or subcontractors. Licensee will also be responsible and liable for any and all acts or omissions of Licensee and its officers, agents, servants, employees, contractors, and subcontractors.

Licensee represents and warrants that all of its officers, agents, servants, employees, contractors, and subcontractors who perform any services under this Agreement are qualified and competent to perform such services. The Director reserves the right to refuse to permit any officer, agent, servant, employee, contractor, or subcontractor of Licensee from providing service under this Agreement for any reason, provided that if the conduct of the any such individual or entity is correctable, Licensee will have first been notified of the objectionable conduct and will have had the opportunity to correct it.

40. SEVERABILITY AND CAPTIONS

In case any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof and this contract will be considered as if such invalid, illegal or unenforceable provisions were never contained herein.

Captions and headings used in this Agreement are for reference purposes only and will not be deemed a part of this Agreement.

41. WAIVER AND NO THIRD-PARTY RIGHTS

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

The provisions and conditions of this Agreement are solely for the benefit of the City and Licensee, and any lawful assign or successor of Licensee, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

42. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts and each counterpart will, for all purposes, be deemed an original, but all such counterparts will together constitute one and the same. An executed Agreement, modification, amendment, or separate signature page will constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by any party. Duplicates are valid and binding even if an original paper document bearing each party's original signature is not delivered.

43. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

44. AUDIT

Licensee agrees that the City will, until the expiration of three (3) years after the termination or expiration of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Licensee involving transactions relating to this Agreement. Instructor agrees that the City will have access during normal working hours to all necessary Licensee facilities and will be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City will give Instructor reasonable advance notice of intended audits.

Licensee further agrees to include in any contractor and subcontractor agreements hereunder a provision to the effect that the contractor and subcontractors agree that the City will, until the expiration of three (3) years after the expiration or termination of the contract or subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such contractor or subcontractor involving transactions of the contract or subcontract, and further that City will have access during normal working hours to all contractor and subcontractor facilities and will be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. City will give the contractor and subcontractor reasonable advance notice of intended audits.

45. SIGNATURE AUTHORITY AND REVIEW OF COUNSEL

The person signing this Agreement, and any amendments or addenda hereto, hereby warrants that he/she has the legal authority to execute this Agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or exhibits hereto.

EXECUTED on the _____ day of _____, 2024 in Fort Worth, Tarrant County, Texas.

City of Fort Worth, Texas

Tarrant County Junior Livestock Show

Allison McNamara*
Interim Assistant Facilities & Public Events Director

R.L. Feldt
President

* Allison McNamara has been delegated the proper authority to execute this document on behalf of the City pursuant to an Interoffice Memorandum from the City Manager dated August 19, 2019.

CITY OF FORT WORTH USE ONLY

Contract Compliance Manager:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Allison McNamara
Interim Assistant Facilities & Public Events Director