No. [Event ID]
Date [Date]

OUTDOOR FACILITY LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** ("Agreement") is made by and between **Houston First Corporation** ("HFC"), a local government corporation created under Chapter 431 of the Texas Transportation Code, whose address for the purposes of this Agreement is 510 Preston St., Houston, Texas 77002 and [**Licensee Name**] ("Licensee"), whose address is:

[**Address**]
[**City, State & Zip**]

1. License. HFC hereby grants and Licensee hereby accepts a license to use and occupy **[Facility name and location]** (the "Facility") **AS IS**, **RAIN OR SHINE**, from **[Start Time & Date]** until **[End Time & Date]** (the "License Period"), as more particularly described as follows:

Date	Function	Hours	License Fee(s)
		Total License Fee:	

2. Event. Licensee represents and warrants that it will use the Facility for the following function or activity: **[Event Name]** (the "Event"), more particularly described by Licensee as follows: **[Event description]**. Licensee shall not change the function or activity described herein without a written amendment to this Agreement signed by HFC and Licensee.

3. License Fee Payment. Licensee shall pay HFC the License Fee of **[Payment Amount]** on or before **[Payment Date]**. If an instrument given for payment for an amount due under this Agreement is dishonored, then the HFC, without foregoing any other available remedy, shall assess and Licensee shall pay a charge of twenty-five dollars ($25.00).

4. Deposit. Licensee shall post a Deposit (the "Deposit") in the amount of **[Deposit Amount]** with HFC on or before **[Payment Date]**. All fees, charges and expenses described in this Agreement other than the License Fee shall first be deducted from the Deposit and the remainder due and payable at the conclusion of the Event.

5. Concession Fees. In addition to the License Fee, HFC shall impose and Licensee shall pay a daily fee for each booth at the Event (the "Concession Fee"), to be assessed as follows:

[For-Profit Licensees]

Information booth	$25.00
Booth for distributing complimentary items	$30.00
Non-food product sales booth	$35.00
Food and/or non-alcoholic beverage sales booth	$50.00
Alcoholic beverage sales booth	$100.00

[Tax-Exempt Licensees]

Information booth	$0.00
Booth for distributing complimentary items	$0.00
Non-food product sales booth	$25.00
Food and/or non-alcoholic beverage sales booth	$40.00
Alcoholic beverage sales booth	$90.00

All Concession Fees shall be due and payable at the conclusion of the Event.

6. Gate Fee. If a ticket or any other form of entry control is utilized to impose a fee for admission to the Event, then Licensee shall pay HFC ten percent (10%) of the gross revenue derived from such fee, exclusive of sales tax (the "Gate Fee"). Licensee agrees to comply with the Gate Fee procedures set forth in the Exhibit "A" Rules & Regulations. Gate Fees are not imposed on private, invitation-only events, such as galas and dinners.

7. Equipment Rental. The License Fee does not include rental fees for HFC-owned fencing, tables, chairs, or any other equipment. Use of this equipment is at the option and additional expense of Licensee. Set-up changes by Licensee after the initial set-up are subject to additional charges.

8. Required Personnel. Licensee shall furnish, at its sole cost and expense, personnel in numbers sufficient to produce the Event in an orderly, safe, and professional manner, including, but not limited to security and first aid personnel in accordance with the Exhibit "A" Rules & Regulations.

9. Amplified Sound. Amplified sound at the Facility shall only be allowed during the following hours:

I. Monday through Friday, 11:00 a.m. – 1:00 p.m., provided that amplification shall not exceed 55 dB
II. Monday through Friday, 5:00 p.m. – 10:00 p.m., provided that amplification shall not exceed 75 dB
III. Saturday and Sunday, 10:00 a.m. – 10:00 p.m., provided that amplification shall not exceed 75 dB

Sound permits are not required at Jones Plaza, or at other facilities for amplification up to 68 dB, as measured from the nearest receiving property.

10. Condition of the Facility.
(a) HFC makes no warranty or representation to Licensee of any kind, express or implied, regarding the suitability of the Facility for any aspect of the use Licensee expects or intends to make of the Facility. The Facility is offered by HFC and accepted by Licensee in its current condition, on an "**AS IS**" basis, **RAIN OR SHINE**. Licensee agrees that it has examined the Facility and is satisfied with the condition, fitness and order thereof. Commencement of the use of the Facility shall be conclusive that the Facility was in good repair and in satisfactory condition, fitness, and order when such use commenced.

(b) At the end of the License Period, the Facility shall be vacated and surrendered up to HFC in the same condition found before the commencement of the License Period, excepting damage due to ordinary wear and tear, the elements, or occurrence of Force Majeure.

(c) Should Licensee fail to vacate and surrender the Facility at the end of the License Period, Licensee shall pay to HFC as liquidated damages and not as a penalty (both parties hereto agreeing that damages from such a holding over are difficult to ascertain) for each day or portion thereof during which all or part the Facility is not vacated and surrendered an amount equal to the non-event day license fee listed on the then-current rate sheet for use and occupancy of the Facility. Further, HFC may remove and store all goods and chattels at the sole expense of Licensee and may dispose of any such property if, after the expiration of three calendar days, Licensee has failed to remove the property from the possession of HFC. HFC shall not be liable to Licensee on account of so removing, storing, or disposing of any property as provided by this Section, and Licensee shall save and hold HFC harmless from any liability from another licensee who is prevented from occupying the Facility due to the holding over of Licensee.

11. Insurance. LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, PROCURE AND MAINTAIN THROUGH THE DURATION OF THE LICENSE PERIOD COMMERCIAL GENERAL LIABILITY INSURANCE AGAINST CLAIMS FOR BODILY INJURY OR DEATH AND PROPERTY DAMAGE OCCURRING IN OR UPON OR RESULTING FROM THE FACILITY, SUCH INSURANCE TO AFFORD IMMEDIATE PROTECTION TO THE LIMITS OF NOT LESS THAN $500,000 PER OCCURRENCE, AND $1,000,000 AGGREGATE, AND SUCH INSURANCE SHALL INCLUDE (a) ADVERTISING INJURY AND (b) PERSONAL INJURY.

HFC AND THE CITY OF HOUSTON SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY INSURANCE WITHOUT ANY RESTRICTIVE MODIFICATIONS AND SUCH POLICY SHALL CONTAIN AN ENDORSEMENT WAIVING ANY CLAIM OR RIGHT OF SUBROGATION AGAINST HFC AND THE CITY OF HOUSTON. LICENSEE SHALL GIVE WRITTEN NOTICE TO HFC AT LEAST THIRTY (30) DAYS PRIOR TO CANCELLATION, MATERIAL ALTERATION OR NON-RENEWAL OF ANY SUCH INSURANCE.

THE ISSUER OF ANY POLICY SHALL HAVE A CERTIFICATE OF AUTHORITY TO TRANSACT INSURANCE BUSINESS IN THE STATE OF TEXAS AND HAVE A BEST'S RATING OF AT LEAST B+ AND A BEST'S FINANCIAL SIZE CATEGORY OF CLASS IV OR BETTER, ACCORDING TO THE MOST RECENT EDITION OF BEST'S KEY RATING GUIDE, PROPERTY-CASUALTY UNITED STATES.

LICENSEE SHALL MAINTAIN WITH RESPECT TO EACH SUCH POLICY OR AGREEMENT EVIDENCING SUCH INSURANCE WITH SUCH ENDORSEMENT AS MAY BE REASONABLY REQUIRED BY HFC AND SHALL DELIVER TO HFC A CERTIFICATE WITH RESPECT TO SUCH INSURANCE IN A FORM REASONABLY SATISFACTORY TO HFC ON OR BEFORE [Insert Due Date].

NEITHER THE ISSUANCE OF ANY INSURANCE POLICY REQUIRED UNDER THIS AGREEMENT NOR THE MINIMUM LIMITS SPECIFIED ABOVE SHALL BE DEEMED TO LIMIT OR RESTRICT IN ANY WAY THE LIABILITY OF LICENSEE ARISING UNDER OR OUT OF THIS AGREEMENT. LICENSEE SHALL BE LIABLE FOR ANY LOSS, DAMAGE OR LIABILITY SUFFERED OR INCURRED BY HFC AS THE RESULT OF THE FAILURE OF LICENSEE TO MAINTAIN OR CAUSE TO BE MAINTAINED THE TYPES OR AMOUNTS OF INSURANCE REQUIRED TO BE MAINTAINED BY LICENSEE UNDER THE TERMS OF THIS AGREEMENT.

12. Release. LICENSEE AGREES TO AND SHALL RELEASE HFC, THE CITY OF HOUSTON, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, "HFC") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY HFC'S SOLE OR CONCURRENT NEGLIGENCE AND/OR HFC'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

13. Indemnification. LICENSEE AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC, THE CITY OF HOUSTON, THEIR AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY, "HFC") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, BY REASON OF COPYRIGHT INFRINGEMENT, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY, SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY LICENSEE'S AND/OR ITS AGENTS', SERVANTS', EMPLOYEES', CONTRACTORS', SUBCONTRACTORS', PATRONS', GUESTS', LICENSEES', OR INVITEES' OR OF ANY OTHER PERSON ENTERING UPON THE FACILITY WITH THE EXPRESSED OR IMPLIED INVITATION OR PERMISSION OF LICENSEE, (COLLECTIVELY, "LICENSEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; HFC'S AND LICENSEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER LICENSEE IS IMMUNE FROM LIABILITY OR NOT; AND HFC'S AND LICENSEE'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER LICENSEE IS IMMUNE FROM LIABILITY OR NOT.

LICENSEE SHALL DEFEND, INDEMNIFY, AND HOLD HFC HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. LICENSEE'S INDEMNIFICATION IS LIMITED TO $500,000 PER OCCURRENCE. LICENSEE SHALL NOT INDEMNIFY HFC FOR HFC'S SOLE NEGLIGENCE.

14. Indemnification Procedures.
(a) Notice of Claims. If HFC or Licensee receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within thirty (30) calendar days. The notice must include the following: (i) a description of the indemnification event in reasonable detail, (ii) the basis on which indemnification may be due, and (iii) the anticipated amount of the indemnified loss.

This notice does not estop or prevent HFC from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If HFC does not provide this notice within thirty (30) calendar days, it does not waive any right to indemnification except to the extent that Licensee is prejudiced, suffers loss, or incurs expense because of the delay.

(b) Assumption of Defense. Licensee may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to HFC. Licensee shall then control the defense and any negotiations to settle the claim. Within ten (10) calendar days after receiving written notice of the indemnification request, Licensee must advise HFC as to whether or not it will defend the claim. If Licensee does not assume the defense, HFC shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(c) Continued Participation. If Licensee elects to defend the claim, HFC may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

Licensee may settle the claim without the consent or agreement of HFC, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require HFC to comply with restrictions or limitations that adversely affect HFC, (ii) would require HFC to pay amounts that Licensee does not fund in full, (iii) would not result in HFC's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

15. Force Majeure.
(a) The term "Force Majeure" shall include acts of God, acts of the public enemy, war, blockades, insurrections, riots, epidemics in the City of Houston, landslides, lightning, earthquakes, fires, storms, floods, tornadoes, hurricanes, explosions and other occurrences or conditions of like nature and shall further include a declaration of a state of emergency by the Mayor of the City of Houston, the Governor of the State of Texas, or the President of the United States of America. **Licensee acknowledges and agrees that Force Majeure shall not include inclement weather**.

(b) Either party may terminate this Agreement or suspend its obligations hereunder due to Force Majeure to the extent that such occurrence is beyond the reasonable control of the party whose performance is affected on such affected party's giving notice and full particulars to the other party of such Force Majeure as soon as practicable, but no later than seven (7) days after the occurrence of the cause relied upon.

(c) If this agreement is terminated due to Force Majeure, then the License Fee and Deposit previously paid by Licensee shall be refunded. **Licensee shall not receive a refund of the License Fee or credit of any kind if the Event is cancelled due to inclement weather**.

16. Default and Termination.
(a) Licensee shall be in default under this Agreement if (i) Licensee fails to observe any term of this Agreement, (ii) Licensee does not use and occupy the Facility for the purpose described in this Agreement, (iii) Licensee cancels this Agreement or some portion of the License Period, or (iv) Licensee assigns this Agreement without the prior written consent of HFC.

(b) If Licensee is in default, then HFC shall have the right, without further notice, to invoke any or all of the following remedies: (i) Terminate this Agreement and revoke the License granted hereunder, (ii) Institute legal proceedings against Licensee to recover any amount due under this Agreement and any damages sustained by HFC, (iii) Retain the License Fee and Deposit prepaid by Licensee as liquidated damages and not as a penalty (both parties hereto agreeing that damages from such a default are difficult to ascertain and that such amount is a reasonable forecast of just compensation for the harm to HFC resulting from such default by Licensee), (iv) Exercise any and all rights available at law or in equity.

17. Laws, Permits, Licenses, and Taxes. Licensee shall strictly comply with all applicable laws, rules and regulations including HFC's Code of Ordinances, as may be amended from time to time. This Agreement shall be construed in accordance with the laws of the State of Texas and is to be performed in Harris County, Texas. Licensee shall comply with and acquire any and all applicable federal, state and/or municipal permits or licenses required for the Event and shall pay all taxes of whatever nature becoming due by reason of its use of the Facility.

18. Notices. All notices to either party to the Agreement must be in writing and must be delivered by hand, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

19. Survival. Notwithstanding the acceptance of the License Fee by HFC and the expiration of the License Period, Licensee shall remain obligated to HFC under all clauses of this Agreement that expressly or by implication survive such acceptance and the expiration of the License Period, including but not limited to the indemnification provisions in the Agreement.

20. Definitions. Terms defined herein shall have the same meaning in the Exhibit "A" Rules and Regulations. Terms capitalized herein, but not defined herein, shall have the meaning assigned to such terms in the Rules and Regulations.

21. Rules and Regulations. The Rules and Regulations are attached hereto as Exhibit “A” and made a part hereof for all purposes.

22. Entire Agreement. This Agreement and the Rules and Regulations, constitute the entire agreement between HFC and Licensee. No prior written or contemporaneous oral promises or representations shall be binding upon HFC. The Agreement shall not be amended or changed except by written amendment signed by HFC and Licensee. In the event of a conflict between this Agreement and the Rules and Regulations, this Agreement shall control.

23. Signatures. All copies of the signed Agreement must be received by HFC no later than **[Payment Date]**, or the License Period dates are subject to being released at the sole discretion of HFC. This Agreement shall be effective on the date of signature by HFC. Licensee and HFC have executed this Agreement in multiple copies, each of which is an original.

[Licensee Name], "Licensee"
By:

_____ _____
By: **[Name]**, **[Title]** Date

Houston First Corporation, "HFC"
By:

_____ _____
Name: Dawn Ullrich Date
Title: President