

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**MASTER AGREEMENT
BRAZORIA COUNTY and BRAZORIA COUNTY FAIR ASSOCIATION**

This Agreement is entered into by and between Brazoria County, Texas (hereinafter referred to as the "County"), a body politic acting herein by and through its Commissioners Court and the Brazoria County Fair Association, Inc., d/b/a Brazoria County Fair Association, Inc. (hereinafter referred to as the "Association"), a Texas non-profit corporation.

WHEREAS, section 319.001 of the Texas Local Government Code authorizes a County to provide for annual exhibits of horticultural, agricultural, livestock, mineral, and other products of interest to the community; and

WHEREAS, the County desires the assistance of the Association in the oversight and the conducting of such exhibits, including, but not limited to, the use and operation of buildings and improvements at the Brazoria County Fairgrounds; and

WHEREAS, the Association desires the County to assist in conducting such exhibits, including, but not limited to, the use and operation of buildings and improvements at the Brazoria County Fairgrounds; and

NOW THEREFORE; it is mutually agreed by the parties hereto as follows:

**Section I
Definitions**

1.1 For the purpose of the Agreement, the following shall mean:

- a. **Property**: The real property commonly referred to as the "Brazoria County Fairgrounds" and the improvements, fixtures, and facilities located thereon more specifically described in Exhibits A, B-1, B-2, B-3, C, and D attached hereto.

- i. **County Property:** The following real property, improvements, fixtures, and facilities owned by the County: Tracts 73, 73A, 74, 74A, 75, 75A, 76, and 98 as described and shown on Exhibits A and B-1, together with (1) a one-acre tract out of Tract 76 designated as Tract 76A on Exhibit B-2; (2) the tract out of Tract 98 designated as Tract 98A on Exhibit B-2; (3) 2.42 acres, being an 80 foot road out of Tracts 75, 76, and 88 as shown on Exhibit B-1; (4) the remaining 18.79 acres in Tract 89 notwithstanding the 12.899 acres in Tract 89 as designated on Exhibit B-3; (5) the real property improvements, fixtures, and facilities located on these tracts, as described in Exhibit C, and (6) any other real property improvements, fixtures, and facilities located on the above-described tracts.
 - ii. **Association Property:** The following real property, improvements, fixtures, and facilities owned by the Association: Tract 88 as described and shown on Exhibits A and B-1, together with (1) a 4.727-acre tract west of Tract 88 designated as Tract 88A on Exhibit B-2; (2) a 12.899 acre tract out of Tract 89 as designated on Exhibit B-3; (3) the real property improvements, fixtures, and facilities located on these tracts of land, as described in Exhibit D; and (4) any other real property improvements, fixtures, and facilities located on the above-described tracts.
- b. **Rent:** Any and all rental amounts, security deposits, and any other fees paid by tenants of the Property for use and occupation of the Property, or any portion thereof.
 - c. **Tenant Lease:** Any agreement between the County, the Association, and any individual, group of individuals, or entity to pay Rent in return for the use of the Property, or any portion thereof. The County, when using the Property, or any portion thereof, for a County purpose as deemed by Commissioners Court, shall be treated as any other tenant except no Rent shall be paid by the County.
 - d. **Arena:** The open arena located on the tract of land designated as Tract 88 on Exhibits A and B-1 with seating used for horse shows, roping competitions, and rodeo events.

- e. **Barns:** Livestock buildings erected west of the Arena. These buildings include a livestock barn, three cattle barns, a show arena, and a scramble barn.
- f. **Repairs:** The restoration of property, including improvements, fixtures, and facilities, to sound condition after damage or injury.
- g. **Maintenance:** Keeping property, including improvements, fixtures, and facilities, in proper condition, i.e. the activity involved in maintaining something in good working order. This term includes labor only and does not include the purchase or provision of materials.
- h. **Clean-Up:** Buildings, barns, and arena being "broom cleaned" and in good order as existed at the commencement of the lease term.
- i. **County Fair Period:** The month of the year in which the Association conducts the Brazoria County Fair. The Brazoria County Fair is typically held in the month of October.

Section II

Term

- 2.1 The term of this Agreement commences on July 1, 2024, and expires July 1, 2026, provided that the term of the Agreement may be extended for one (1) year upon written notice of either party to the other party not later than 30 days before the lease term ends or a shorter period by agreement of the parties. The term of this Agreement is subject to termination by either party upon giving a 9-month written notice to the other party, unless termination is due to a breach of the Agreement by either party. If the Agreement is breached, the offended party may deliver a written notice of breach and initiate a 90-day period correction. If breach is not corrected within the 90-day period, the offended party may accelerate termination by giving 3-months written notice of cancellation. Should the parties neglect to renew this agreement, it shall continue in force on a month to month basis. Unless by express order of a majority vote of Commissioners Court, this contract shall not be terminated 180 days before or during Fair (The annual Brazoria County Fair and Livestock (Fat) Show).

Section III

Party Representatives

- 3.1 **County Fairgrounds Representative:** The County designates its Fairgrounds Manager as the County's representative (the "County Fairgrounds Representative"). The County shall have the right, from time to time, to change the County Fairgrounds Representative by giving the Association written notice thereof. Unless otherwise determined by the Brazoria County Commissioners Court, with respect to any action, decision, or determination which is to be taken or made by the County under this Agreement, the County Fairgrounds Representative may take such action or make such decision or determination or shall notify the Association in writing for a response or action. However, the County Fairgrounds Representative shall not have any right to modify, amend, or terminate this Agreement. The current County Fairgrounds Representative is, Randy Ryan.
- 3.2 **Association Fairgrounds Representative:** The Association designates the Fair Manager as the Association's representative (the "Association Fairgrounds Representative"). The Association shall have the right, from time to time, to change the Association Fairgrounds Representative by giving the County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by the Association under this Agreement, the Association Fairgrounds Representative may take such action or make such decision or determination or shall notify the County in writing for a response or action. However, the Association Fairgrounds Representative shall not have any right to modify, amend, or terminate this Agreement.

Section IV

Duties & Responsibilities

- 4.1 **Collection of Rent:**
- a. The County shall collect and enforce the collection of all Rent due for County Property.
 - b. The Association shall collect and enforce the collection of all Rent due for Association Property.
 - c. In the event that a tenant leases both County Property and Association Property, the County shall collect and enforce the collection of all Rent due to

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the County and the Association shall collect and enforce the collection of all Rent due to the Association.

4.2 Tenant Leases, Maintenance and Other Matters:

- a. In the event of a Tenant Lease of the Property in its entirety, Rent shall be established at an amount agreed upon by the Association and the County. Rental amounts will be allocated between the Association and the County according to a negotiated tenant agreement between the County, the Association, and the tenant. The County shall assist the Association with set-up of the Arena and Barns for Tenant Leases. Panels shall be the responsibility of the Association and the tenant for Tenant Leases.
- b. In consideration of the covenants, agreements, and conditions set forth herein, the County shall pay no Rent when the County is a tenant or any portion of the Property that is used for a County purpose. However, when the County uses the Property, any third-party user operating as part of such use by the County must execute and are subject to the terms and conditions of the Tenant Lease.
- c. The Association shall be responsible for all Repairs to the Arena and improvements described in Exhibit D. The County shall perform Maintenance on the Arena and improvements listed in Exhibit D upon written request to the County Fairgrounds Representative.
- d. The County shall assist the Association with clean-up of the Property upon written request by the Association to the County Fairgrounds Representative.
- e. The County agrees to allow the Association or beverage corporation to acquire proper license for beer, wine or liquor on premises and to negotiate soft drink contracts.
- f. The Brazoria County Commissioners Court may review any approval or denial for the use of the County Property, or any other decision or action by the County Fairgrounds' Representative, and Commissioners' Court shall have the final authority as to any decision or action taken by the County Fairgrounds Representative.

- g. The Association shall furnish cleaning materials and supplies for the County Fair Period. The County shall furnish cleaning materials and supplies for all other months of the year.
- h. The County shall be responsible for all Repairs and Maintenance of County Property, with the exception of Repairs of damage caused by the Association.
- i. The Association shall be responsible for all costs related to rental of dumpsters and removal of trash from dumpsters.
- j. By or before the last day of October in the year the Fair is held, the Fair Association must have the grounds returned to the same or better condition than it was prior to the beginning of the Fair

4.3 **Tenant Matters:**

- a. The County Fairgrounds Representative shall handle tenant concerns and complaints regarding County Property.
- b. The Association Fairgrounds Representative shall handle tenant concerns and complaints regarding Association Property.
- c. The County Fairgrounds Representative and the Association Fairgrounds Representative shall jointly handle tenant concerns and complaints concerning the Property in its entirety or tenant issues not specific to County Property or Association Property.

4.4 **Payment of Utilities:**

- a. The Association shall provide and pay for the telephone system used by the Association.
- b. The Association shall pay for water and sewer charges for the County Fair Period. The County shall pay for water and sewer charges during the other months of the year.
- c. The Association shall be responsible for all electrical usage charges incurred on the Property during the County Fair Period and shall reimburse the County

for those charges incurred during said time period. The initial reading of the meter shall occur on the first business day of the County Fair Period. Final reading shall occur on the first business day following the County Fair Period. The Association will pay for electrical usage year round on the Fair Office.

- d. In the event of damage to any electrical equipment, air conditioning, or coolers caused by the activities of a tenant, such tenant shall forfeit any deposit. Forfeited deposits shall be paid to whichever party owns the damaged equipment. The forfeiture of a deposit does not limit the remedies available to the County or Association against a tenant.

4.5 **Liability Insurance:**

The Association shall, during the entire term hereof, keep in full force and effect a policy of commercial general liability insurance with respect to the Property, and the business operated by the Association, in which the limits of commercial general liability shall not be less than \$1,000,000.00 per occurrence. The policy shall name the County as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. The insurance shall be with a company acceptable to County and a copy of the policy or certificate of insurance shall be delivered to the County on the date hereof.

4.6 **Brazoria County Fair:**

- a. During the County Fair Period, the Association shall have exclusive, uninterrupted access (including ingress and egress) of the Property, to conduct the County Fair, in accordance with the terms of this Agreement. The Association shall have the sole, continuous, and exclusive right to use, occupy, possess, enjoy, and control the Property on each entire day during the County Fair Period, subject to the County's access to the County's facilities (provided that such access by the County does not interfere with the Association's use and enjoyment of the Property). The Association may (i) stage activities attendant to the County Fair anywhere on the Property, excluding County office spaces and reserved parking areas on County Property, (ii) cook and otherwise prepare and consume food and beverages at

the Fairgrounds in accordance with all applicable rules and regulations, and (iii) set up tents, booths, and other temporary facilities of any kind or nature on the Property. The Association will not have access to the County Storage Building during the County Fair Period.

- b. The Association shall retain all income derived from the annual Brazoria County Fair.

Section V

Limitation of Liability and Indemnity

- 5.1 Notwithstanding any provision of this Agreement to the contrary, the Association waives and releases any and all rights of recovery, claims, actions, or causes of action against the County and its officials, agents, employees, servants, and invitees for any loss or damage that may occur to the Property, or any improvements thereto. The Association agrees that it will **indemnify, release, and hold harmless** the County from and against all suits, claims, and actions of every kind by reason of any breach, violation, or non-performance of any term or conditions on the part of the Association hereunder. Association shall **indemnify, release, and hold harmless** County, its successors, assigns, agents, officials and employees, from and against any and all claims, demands, losses, damages, causes of action, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, and including injury to or death of any person, or for damage to any property, in any way arising out of or in connection with the negligent or willful acts or omissions of the Association, its agents, employees, or persons operating under the Association in the use of the Property. This paragraph is for the benefit of the County on the Property only, and no right of action shall accrue hereunder to any third party by way of subrogation or otherwise. The foregoing sentence shall not be effective, however, if the result is to invalidate any fire, casualty, commercial general liability, or other liability insurance policy.

Section VI

County Employees

- 6.1 The County retains sole discretion regarding hiring, termination, discipline, and working conditions of all County employees at the Property.
- 6.2 Employees of the County may perform services for the Association upon written request submitted to the County Fairgrounds Representative. Only officers of the

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Association can authorize services to be billed under this provision. The Association may be billed monthly, by the County Auditor, based on the time spent for the Association work by each County employee. The calculation of pay shall be based on the County employees' regular rate of pay plus overtime rate. The Association agrees to reimburse the County for such services at the County employee's overtime rate including benefits. The Association shall specify the hours and personnel needed in the request for County employees. The Association shall be billed for services provided outside the employee's normal maintenance functions for the County.

- 6.3 County employees and contractors shall have access to the Property in its entirety for the purposes of performing maintenance work that may be required by the County or Association.
- 6.4 County owned equipment shall be used or operated only by County employees. Request for assistance by the Association shall be made in writing to the County Fairgrounds Representative.
- 6.5 County employees are not responsible for handling or transporting money for the Association. No County employee shall be responsible for Association funds, or for transporting or handling beer or liquor at Association events.

Section VII

Association Fundraising

- 7.1 Subject to availability, the Association may use the Property free of charge for fundraising so long as proceeds are used directly for the Brazoria County Fair Association and/or scholarship fund.
- 7.2 No capital improvement projects can be commenced by the Association on the Property without the prior approval of the Brazoria County Commissioners Court.

Section VIII

Assignments

- 8.1 The Association shall not assign this Agreement without prior written approval of the Brazoria County Commissioners Court.

Section IX
Other Agreements

- 9.1 This Agreement constitutes the sole and only Agreement between the parties relating to the subject matter described herein.

Section X
Independent Contractor/No Co-Partnership

10.1 **Independent Contractors**

- a. It is agreed by the parties that at all times and for all purposes hereunder the Association is an independent contractor and not an employee of the County. No statement contained in this Agreement shall be interpreted as to entitle Association members, personnel, agents, or volunteers to any of the rights, privileges, or benefits of the County employees.
- b. The Association is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

10.2 **No Co-Partnership**

- a. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the Association (including its officers, employees, and agents) the agents, representative, or employee of the County for any purpose, or in any manner, whatsoever.

Section XI
Severability

- 11.1 **Severability:** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phase of this Agreement is for any reason held to be contrary to law, or contrary to any rule of regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement immediately upon the delivery of written notice of termination by the other party.

Section XII
Entire Agreement: Required of a Writing

- 12.1 **Entire Agreement**: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section XIII
Compliance with Laws and Regulations

13.1 **Compliance with Laws:**

- a. It is understood that the terms and conditions of this Agreement are governed by the laws of the State of Texas.
- b. Notwithstanding any other provision in this contract, in providing all services pursuant to this Agreement, the Association shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this contract immediately upon delivery of written notice to the Association.

Section XIV
Notices

- 14.1 **Notices**: Other than notices communications, and other communications required under this Agreement to be provided to the County Fairgrounds Representative or the Association Fairgrounds Representative, all notices, correspondence, and other communications shall be addressed to the following:

Brazoria County

ATTN: Brazoria County Judge
237 E. Locust, Suite 301
Angleton, Texas 77515

Brazoria County Fair Association

ATTN: President Brazoria County Fair Association
P.O. Box 818,
Angleton, Texas 77516

BRAZORIA COUNTY, TEXAS



L.M. "Matt" Sebesta, Jr.
County Judge
Brazoria County, Texas

Date: 8/28/24

BRAZORIA COUNTY FAIR ASSOCIATION



President
Brazoria County Fair Association

Date: 08-21-2024

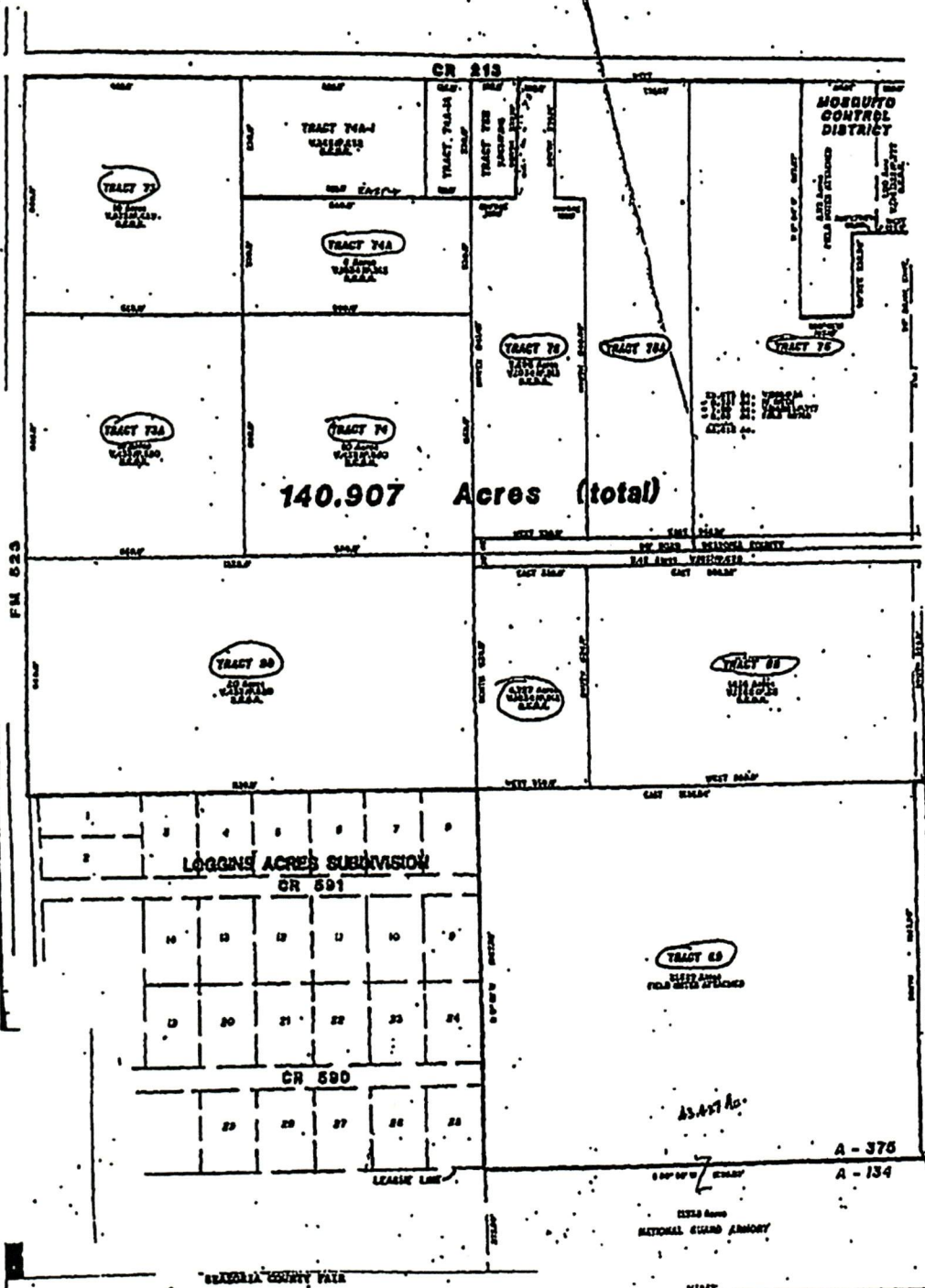
EXHIBIT A

**REAL PROPERTY COMPRISING
THE BRAZORIA COUNTY FAIRGROUNDS**

140.907 ACRES BEING 10 ACRES OUT OF THE NORTH HALF OF TRACT 73 (VOLUME 873, PAGE 489, BRAZORIA COUNTY DEED RECORDS), 10 ACRES OUT OF TRACT 74 (VOLUME 433, PAGE 580, BRAZORIA COUNTY DEED RECORDS), 5 ACRES OUT OF TRACT 74A (VOLUME 1034, PAGE 912, BRAZORIA COUNTY DEED RECORDS), 7.899 ACRES OUT OF TRACT 75 (VOLUME 1034, PAGE 912, BRAZORIA COUNTY DEED RECORDS), 20 ACRES BEING TRACT 98 (VOLUME 433, PAGE 580, BRAZORIA COUNTY DEED RECORDS), 4.727 ACRES OUT OF TRACT 88 (VOLUME 1034, PAGE 913, BRAZORIA COUNTY DEED RECORDS), 14.16 ACRES OUT OF TRACT 88 (VOLUME 1269, PAGE 25, BRAZORIA COUNTY DEED RECORDS), 2.42 ACRES BEING AN 80 FOOT ROAD OUT OF TRACTS 75, 76, AND 88 (VOLUME 1031, PAGE 398, BRAZORIA COUNTY DEED RECORDS), 31.689 ACRES OUT OF TRACT 89, AND 25.012 ACRES OUT OF TRACTS 75 AND 76 BEING A 29.673 ACRE TRACT (VOLUME 1269, PAGE 24, BRAZORIA COUNTY DEED RECORDS) LESS 0.731 ACRES IN A DRAINAGE DITCH AND LESS A 1.00 ACRE TRACT AND A 2.93 ACRE TRACT AS OCCUPIED BY THE BRAZORIA COUNTY MOSQUITO CONTROL OFFICE, ALL BEING OUT OF THE BRYAN AND KIBER SUBDIVISION OF THE I.T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS.

EXHIBIT B-1

HILL-N-DALE SUBDIVISION



BRASORIA COUNTY MAP

A PLAT OF 140.907 ACRES BEING 10 ACRES OUT OF THE NORTH HALF OF TRACT 73 (VOLUME 913, PAGE 489, BRASORIA COUNTY DEED RECORDS), 20 ACRES OUT OF TRACT 71A (VOLUME 417, PAGE 150, BRASORIA COUNTY DEED RECORDS), 10 ACRES OUT OF TRACT 71B (VOLUME 417, PAGE 150, BRASORIA COUNTY DEED RECORDS), 3 ACRES OUT OF TRACT 71C (VOLUME 1034, PAGE 913, BRASORIA COUNTY DEED RECORDS), 3.899 ACRES OUT OF TRACT 71 (VOLUME 1034, PAGE 913, BRASORIA COUNTY DEED RECORDS), 20 ACRES BEING TRACT 78 (VOLUME 431, PAGE 150, BRASORIA COUNTY DEED RECORDS), 4.787 ACRES OUT OF TRACT 82 (VOLUME 1034, PAGE 913, BRASORIA COUNTY DEED RECORDS), 14.18 ACRES OUT OF TRACT 88 (VOLUME 1249, PAGE 28, BRASORIA COUNTY DEED RECORDS), 2.45 ACRES BEING AN 80 FOOT ROAD OUT OF TRACTS 73, 76 AND 89 (VOLUME 1031, PAGE 898, BRASORIA COUNTY DEED RECORDS), 21.649 ACRES OUT OF TRACT 89, AND 25.912 ACRES OUT OF TRACTS 75 AND 76 BEING A 29.673 ACRE TRACT (VOLUME 1249, PAGE 28, BRASORIA COUNTY DEED RECORDS), LESS 0.731 ACRES IN A DRAINAGE DITCH AND LESS A 1.00 ACRE TRACT AND A 2.93 ACRE TRACT AS OCCUPIED BY THE BRASORIA COUNTY MOSQUITO CONTROL OFFICE, ALL BEING OUT OF THE BRYAN AND BIERE SUBDIVISION OF THE I.T. TINSLEY SURVEY, ABSTRACT 373, BRASORIA COUNTY, TEXAS.

BRASORIA COUNTY MAP

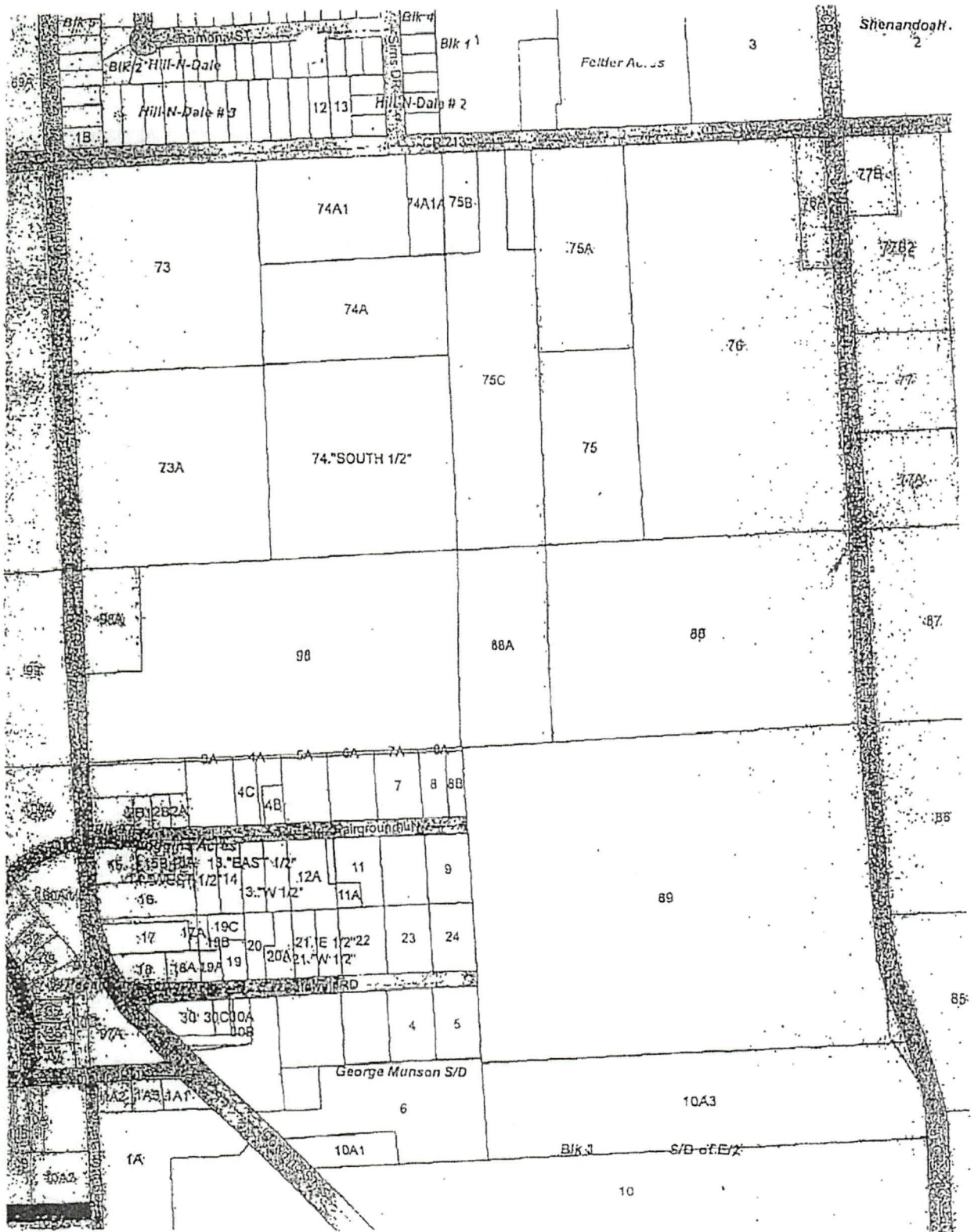
47-4844

11-17-88

PREPARED BY:
RANDY L. STEDDO,
REGISTERED PUBLIC SURVEYOR,
LICENSE #7112

EXHIBIT B-1

EXHIBIT B-2



Terra Trac - 2006 - tax office

EXHIBIT B-2

EXHIBIT B-3

Randy L. Stroud, P.E.
Civil Engineer and Land Surveyor

201 South Velasco
Angleton, Texas 77515
(979) 849-3141 Fax # (979) 849-9444

Randy L. Stroud, PE
RPLS #2112

Brian G. Fambrough
RPLS # 6017

FIELD NOTES OF A 12.899 ACRE TRACT OUT OF A 31.689 ACRE TRACT OUT OF A 43.427 ACRE TRACT OUT OF TRACT 89 OF THE BRYAN AND KIBER SUBDIVISION IN THE I. T. TINSLEY SURVEY, ABSTRACT 375, BRAZORIA COUNTY, TEXAS; SAID 43.427 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED IN A DEED RECORDED IN VOLUME 1722, PAGE 677 OF THE DEED RECORDS OF BRAZORIA COUNTY, TEXAS; AND SAID 12.899 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rod found marking the Northwest corner of said Tract 89 and the Southwest corner of Tract 88 of the Bryan and Kiber Subdivision in the I. T. Tinsley Survey, Abstract 375, Brazoria County, Texas;

THENCE; East (Reference Bearing) 125.00 feet, along the South line of said Tract 88, the North line of Tract 89, and the North line of said 31.689 acre tract, to a ½" iron rod set for the place of beginning of the herein described tract;

THENCE; East 1168.54 feet, along the North line of Tract 89 and the North line of said 31.689 acre tract, to a ½" iron rod found marking the Northeast corner of said 31.689 acre tract; said rod being in the West line of a 25 foot drainage easement;

THENCE; South, along the East line of said 31.689 acre tract and the West line of said 25 foot drainage easement, for a distance of 480.84 feet to a ½" iron rod set for corner;

THENCE; West 1168.54 feet to a ½" iron rod set for corner;

THENCE; North 480.84 feet to the place of beginning.

Said tract therein containing 12.899 acres of land.

Certified Correct: Randy L. Stroud
Randy L. Stroud, P. E. Registered Professional Land Surveyor #2112

*See attached plat.

** All ½" iron rods set for this survey have a plastic cap stamped "RPLS 2112 - RPLS 6017"

4T 25933
May 28, 2010
fn88.8



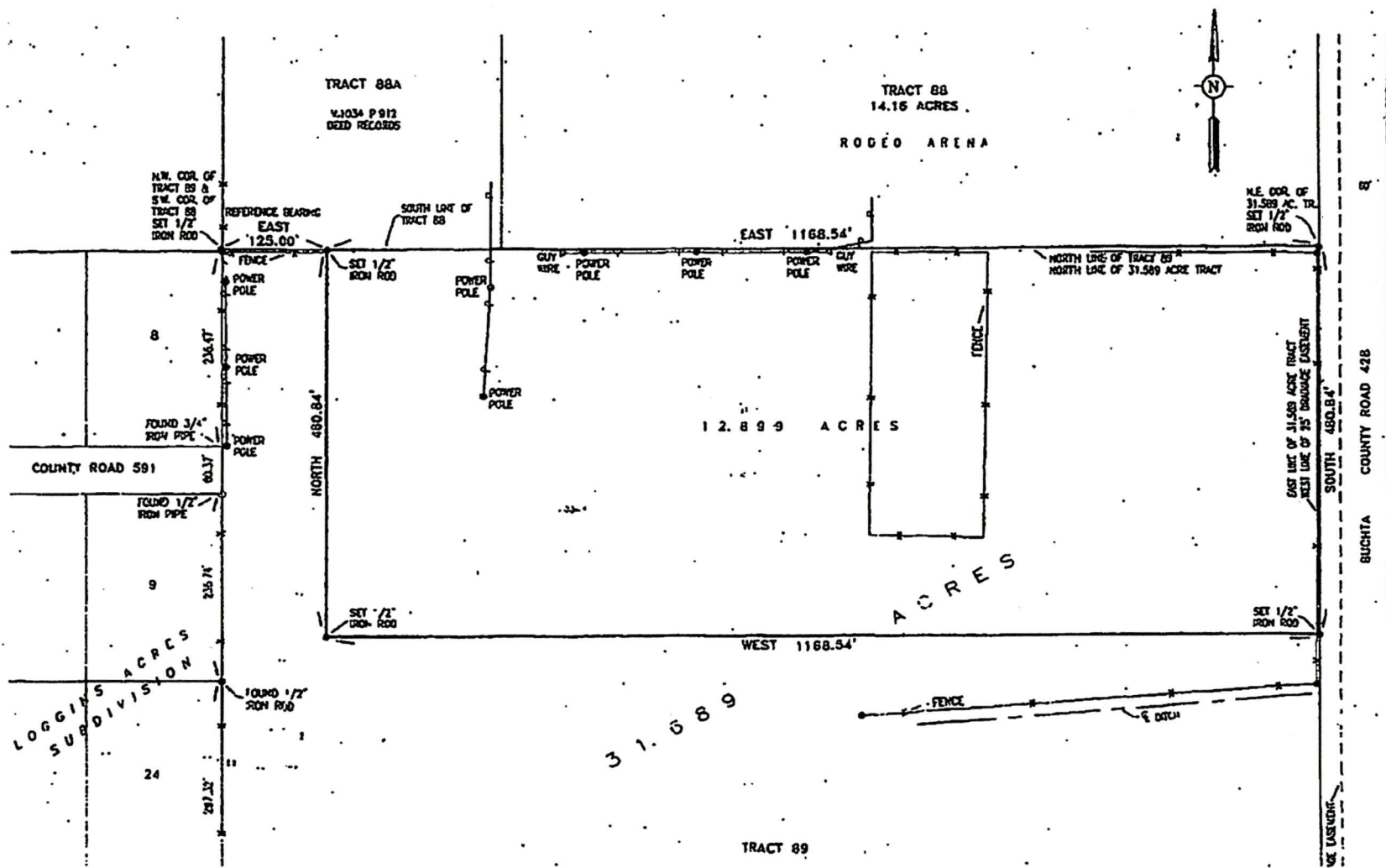


EXHIBIT D

**REAL PROPERTY IMPROVEMENTS AND FIXTURES OWNED
BY THE BRAZORIA COUNTY FAIR ASSOCIATION AT THE
BRAZORIA COUNTY FAIRGROUNDS**

All improvements and fixtures located upon Association Property, including, but not limited to, the following:

Tract 75:	Ticket Booth
Tract 88A:	Judging Booth Miscellaneous Buildings
Tract 88:	Rodeo Arena Concession-Area Structures Ticket Booth Restrooms Practice Arena