TexAmericas CENTER

RESOLUTION NO. 20200324-12

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A LICENSE AGREEMENT WITH HOOKS YOUTH SPORTS ASSOCIATION, INC. FOR THE USE OF THE BASEBALL/SOFTBALL FIELD LOCATED NEAR THE OLD MAIN GATE TO THE FORMER LONE STAR ARMY AMMUNITION PLANT

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Hooks Youth Sports Association, Inc. is a Texas Non-Profit Corporation organized for the purpose of providing athletic and recreational opportunities for the youth of the City of Hooks, Texas, and the surrounding areas; and

WHEREAS, there is a baseball/softball field located near the old Main Gate to the former Lone Star Army Ammunition Plant Property now identified as TexAmericas Center-East Campus; and

WHEREAS, Hooks Youth Sports Association, Inc. has requested that it be authorized to use the baseball/softball field, and TexAmericas Center desires to cooperate with the Hooks Youth Sports Association, Inc. in providing athletic and recreational opportunities to the youth of the City of Hooks and surrounding area;

NOW, THEREFORE, BE IT RESOLVED that TexAmericas Center enter into a written License Agreement with the Hooks Youth Sports Association, Inc. on substantially the terms as set forth in the License Agreement to Use Designated Property attached to this Resolution as Exhibit "A"; and

BE IT FURTHER RESOLVED that Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to execute the License Agreement upon execution of the document by Hooks Youth Sports Association, Inc. and delivery by Hooks Youth Sports Association, Inc. of the required insurance in the form and amounts as set forth in Agreement.

PASSED AND APPROVED THIS 24th day of March, 2020.

Boyd Sartin, Chairman of the Board

ATTEST:

Ben King, Secretary

Attached: License Agreement to use Designated Property

TexAmericas CENTER

LICENSE AGREEMENT TO USE DESIGNATED PROPERTY

This License Agreement is entered into by and between TEXAMERICAS CENTER, a political subdivision of the State of Texas having its principal office at 107 Chapel Lane, New Boston, Bowie County, Texas 75570, hereinafter referred to as "TAC" and HOOKS YOUTH SPORTS ASSOCIATION, INC. a Texas Non-Profit Corporation having its principal address at P.O. Box 203, Hooks, Texas, hereinafter referred to as "Licensee".

RECITALS

WHEREAS, TAC is the owner of property commonly known as TexAmericas Center-East being a part of the former Lone Star Army Ammunition Plant located in Bowie County, Texas; and

WHEREAS, Licensee desires to use on a non-exclusive basis certain property of TAC; and

WHEREAS, TAC and Licensee have agreed to the terms of this License Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, TAC and Licensee do hereby agree as follows:

1. License. TAC does hereby grant to Licensee a non-exclusive License to use property owned by TAC upon the TexAmericas Center-East Campus (the Licensed Premises) during the term of this License Agreement which property is described as follows:

> Baseball/Softball field located near the old Main Gate to the former Lone Star Army Ammunition Plant, including roads necessary for ingress and egress to the above described property, and described in the plat attached hereto as Exhibit "A".

2. Term of License. The Term of this License is for a period of 12 months, beginning on the 1st day of January, 2020, and ending on the 31st day of December, 2020, unless terminated earlier as provided in this Agreement.

3. Consideration. Licensee will pay to TAC $10 upon execution of this agreement. The consideration will be paid by Licensee to TAC at TAC's office located at 107 Chapel Lane, New Boston, Bowie County, Texas 75570.

4. Compliance with Laws.

A. Licensee may not use, or permit using, the Licensed Premises in any manner that results in waste of the premises or constitutes a nuisance or for any illegal purpose. Licensee, at its own expense, will comply, and will cause its officers, employees, agents, subcontractors, and invitees to comply with all applicable laws, ordinances, and

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governmental rules and regulations concerning the use of the Licensed Premises, including Hazardous Materials Laws.

B. Hazardous Materials Laws means any federal, state or local statute, ordinance, order, rule, or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment, or any removal of such contamination, including, without limitation the Clean Water Act, 33 USC, Section 1251, et sec, listed pursuant to Section 307 of the Clean Water Act, materials defined as Hazardous Substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, materials defined as Hazardous Waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, Petroleum, Asbestos, and Polychlorinated Biphenyls.

5. Insurance. Licensee must, at its own expense during the term of this agreement and any extended term, maintain insurance as follows:

A. Prior to the start of Term, Licensee shall procure and maintain in force, General Liability Insurance. The General Liability Insurance shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and broad form property damage. The General Liability Insurance shall name TAC as an additional insured for liability arising out of the actions or inactions of Licensee, or any person or entity using the Licensed Premises.

Licensee will procure and maintain during the entire period of its performance under this contract the following minimum insurance:

General Liability: (at least)	
Per Occurrence:	$300,000.00
Aggregate:	$500,000.00

B. Licensee shall maintain in effect all insurance coverage required at Licensee's sole expense with insurance companies authorized to do business in the State of Texas. If Licensee fails to obtain or maintain any insurance coverage then TAC may deny the Licensee access to Licensed Premises.

C. The policies of insurance required shall contain a provision that the coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the TexAmericas Center.

6. Hold Harmless and Indemnity. Licensee will indemnify and hold TAC harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees for defending claims and demands, arising from the conduct of Licensee's activities on the Licensed Premises or its use of the Licensed Premises; from any breach by Licensee of any conditions of this License Agreement; or from any act of negligence of Licensee, its agents, volunteers, spectators, contractors, employees, licensees, invitees, or participants on or about the Licensed Premises. If any action or proceeding is brought against TAC by any reason of any such claim, Licensee, on notice from TAC, will defend the action or proceeding by counsel

acceptable to TAC. Licensee shall repair any and all damage caused to the Licensed Premises by Licensee, its agents, volunteers, spectators, contractors, employees, licensees, invitees and/or participants.

7. Condition of Licensed Premises; Limitation of Tax Liability. Licensee has had the opportunity to inspect the Licensed Premises which are the subject matter of this License Agreement and accepts said Licensed Premises in their current condition as suitable for Licensee's use. Licensee accepts the condition of the Leased Premises in their current "AS IS-WHERE IS" condition. TAC shall have no responsibility to provide maintenance to said Licensed Premises during the term. Licensee hereby waives any and all claims it may now have, or may hereafter have, against TAC which arise out of Licensee's use of the Licensed Premises designated in this agreement. Licensee shall not make any changes or modifications to the Licensed Premises without first submitting written plans to TAC and receiving TAC's written approval of such plans. In the event of any approved construction, Licensee and/or its contractors and subcontracts shall provide the insurance policies and coverages required by the terms of the Memorandum of Agreement (Section 15) by and between TAC and the United States of America, Department of the Army dated September 1, 2010, a copy of which is available for inspection at the offices of TAC.

8. Assignment. Licensee may not assign or otherwise transfer this License Agreement, or any right or interest in it, without TAC's written consent.

9. Notices and Addresses. All notices required or permitted under this agreement shall be delivered to the respective parties at their addresses as set forth below their signatures to this agreement.

10. Parties Bound. This agreement binds, and inures to the benefit of, the parties to this agreement and their respective successors and permitted assigns.

11. Texas Law To Apply. This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Bowie County, Texas. Any and all litigation arising out of this agreement shall be filed and maintained in the District Court of Bowie County, Texas.

12. Prior Agreements Superseded. This agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this agreement.

13. Amendment. No amendment, modification or alternation of this agreement is binding unless in writing, dated subsequent to the date of this agreement, and executed by both of the parties.

14. Attorney's Fees and Costs. If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this agreement, then the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce this agreement.

15. Time of Essence. Time is of the essence of this agreement.

16. Alternative Dispute Resolution. TAC and Licensee shall submit in good faith to mediation any and all disputes before filing suit. Each party shall pay its own counsel fees in such mediation and shall each pay one-half of the mediator's charges. The parties shall mutually agree upon the mediator, and upon failure to agree within thirty (30) days of a request by either party to mediation, shall request the County Judge of Bowie County to select a mediator whose selection shall be binding on the parties. All mediations shall take place in Bowie County, Texas.

17. LIMITATION OF WARRANTIES. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS AGREEMENT. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE, IF ANY, EXPRESSLY STATED IN THIS AGREEMENT.

18. TAC reserves the right to terminate this agreement for any reason, or for no reason, by giving Licensee no less than 24 hours notice.

19. TAC may grant to others a non-exclusive license to use the License Premises upon such terms as TAC deems appropriate. In this regard Licensee shall provide to TAC upon execution of this agreement the days and times when Licensee plans to use the Licensed Premises.

20. Army Imposed Restrictions. Notwithstanding any other provision of this agreement, this agreement is made subject to, and Licensee agrees to be bound by those certain exceptions, limitations, covenants, conditions and reservations set forth in the Deed Without Warranty conveying the TexAmericas Center-East Campus Premises from the United States of America, acting by and through the Secretary of the Army to Red River Redevelopment Authority (now TexAmericas Center) to the extent said provisions apply to the Licensed Premises. A copy of the Deed Without Warranty is available at the offices of TAC.

EXECUTED and EFFECTIVE as of the date of the second party to execute the same as indicated below.

TEXAMERICAS CENTER

By: _____
Scott Norton,
Executive Director/CEO
107 Chapel Lane
New Boston, Texas 75570
Telephone: 903-223-9841
Facsimile: 903-223-8742
Email: scott.norton@texamericascenter.com

Date: 3/24/20

LICENSEE
HOOKS YOUTH SPORTS ASSOCIATION, INC.
By: _____
Name: JESSE SMITH
Title: BASEBALL COMMISSIONER
Address: PO BOX 703

Telephone: 903-933-9700
Facsimile: _____
Email: jesse.g.smith12.cw@mail.

Date: 2/26/20