



Travis County Commissioners Court Voting Session Agenda Request

Meeting Date: February 18, 2020

Agenda Language:

Consider and take appropriate action regarding agreements to use St. Edwards University, Peace Lutheran Church, Good Shepherd of the hills and Austin Ridge Bible as polling locations for the March 3, 2020 Joint Primary Elections.

Prepared By/Phone Number: Bridgette Escobedo, Elections Division Director, Travis County Clerk's Office, 512-854-4177.

Elected/Appointed Official or Department Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor(s): Travis County Judge Sarah Eckhardt

Press Inquiries: Victoria Hinojosa / victoria.hinojosa@traviscountytexas.gov / 512-854-9587

Background/Summary of Request and Attachments:

-see attached agreements

Staff Recommendations:

The County Clerk's Office recommends that the Court approve the attached license agreement.

Issues and Opportunities:

N/A

Fiscal Impact and Source of Funding:

N/A

Required Authorizations:

Adana Hess, Chief Deputy County Clerk, 512-854-9587

Related Departments:

Jennifer Hopgood, Assistant Travis County Attorney, 512-854-2912

AGENDA REQUEST & BACKUP MATERIALS DEADLINE: Agenda requests and backup materials must be submitted in PDF format via email to agenda@traviscountytexas.gov by **12 noon on Tuesday** in order to be considered for inclusion in the following week's voting session.

St. Edward's University, Inc.
Ragsdale Center
Conference Group Contract – Travis County Clerk

This agreement is entered into between **St. Edward's University, Inc.** and Travis County Early Clerk, herein known as the conference group. The Ragsdale Center shall provide meeting space as requested by the conference group.

MEETING SPACE

Ragsdale Lobby
On March 3, 2020
From 6:00 a.m. to 10:00 p.m.
For general primary voting

RIGHTS AND RESPONSIBILITIES

The conference group hereby agrees to indemnify, protect, defend and hold harmless St. Edward's University, Inc. and its respective affiliates, contractors, officers, directors, trustees, employees and agents from and against all claims, liabilities, damages, and expenses, including attorney's and other professional's fees, arising out of or related to the intentional or negligent acts or omissions of conference group, its affiliates, contractors, officers, directors, trustees, employees, guests or agents.

The conference group is responsible for damages or loss caused by the conference group's participants whether accidental or intentional. Damages will be reported immediately to the Ragsdale Center Office through the conference agent and will be billed at the close of the conference. The determination of the cost to repair or replace damages shall be made by the Ragsdale Center Office at its sole discretion.

The conference group is responsible for providing adult supervision for youth groups according to the guidelines provided by the university. Supervision must be provided in the Ragsdale Center, RCC, and Residence halls.

The Ragsdale Center Office reserves the right to reassign the conference groups to meeting space with prior notice to group due to changes in anticipated occupancy of the conference group.

The Ragsdale Center Office reserves the right to cancel this agreement with proper notice if the conference group defaults in the performance of any term or condition of this agreement. This agreement may be revoked for failing to abide by the policies provided to conference groups by the university.

PARKING

Please work with your Event Coordinator to make parking arrangements for events. If your event has 25 or more external attendees, occurs during regularly scheduled classes and has 10 or more vehicles coming from off campus, valet parking will be required. Please contact the Ragsdale Center for a complete copy of the St. Edwards Parking Policy and suggested valet companies.

Valet parking required	Fall and Spring Semester (<i>while classes are in session</i>) (M-Th) 8 a.m. – 5:30 p.m.; (Fri.) 8 a.m. – 3 p.m.
May use employee lots; valet encouraged	Fall and Spring Semester (<i>while classes are in session</i>) (M-Th) after 6:30 p.m.; (Fri.) after 3 p.m.
Open Parking	Summer Semester

Visitor Parking:

In addition, the visitor parking lot is located on the East end of campus next to the parking garage and is available for use by all visitors and guests. Please visit this site <http://www.stedwards.edu/map/maincampus> for updated parking information.

FOOD AND BEVERAGES

Bon Appétit is the preferred food service provider for St. Edward's University. Please contact Catering Manager Elvin Lubrin at (512) 428-1019 to discuss your catering needs.

If you are considering using an external caterer, conference group is responsible for:

- Ensuring the caterer fulfills all Travis County Health code policies.
- Ensuring any clean up associated with the preparation, delivery or consumption of food for the event.
- No food may be left at the facility following the event.
- Preparing for no kitchen facilities being available.

If giving or selling open, unpackaged food to the general public (*not prepared by Bon Appétit or another caterer*), ensuring a temporary food-service permit is completed and available in the event of inspection by the Austin/Travis County Health & Human Services Department. Contact Ragsdale professional staff for additional information.

In order to accommodate patrons of the South Congress Market and the Meadows Coffeehouse, food and beverages from outside businesses are not allowed in the Cullen and Kresge Rooms or in the Meadows Coffeehouse.

If an external caterer is being used, ensuring the caterer meets all Travis County Health code policies including any clean up associated with any preparation of food from the event. (Kitchen facilities are not available at Ragsdale Center.)

ALCOHOL

Bon Appétit is the exclusive alcohol service provider for external events at St. Edward's University. If you plan on having alcohol service at your event, please contact Bon Appétit Catering Manager Elvin Lubrin at (512) 428-1019.

The alcohol policy for St. Edward's University is in accordance with the current policy established in the St. Edward's University Handbook and the laws of the state of Texas restricting possession and consumption of alcohol to persons 21 years of age or older.

Alcohol permits must be obtained for any campus event at which alcohol is served. In addition, food must be served at the event. Alcohol permits must be submitted a minimum of a week in advance of the event. Permits can be requested from Ragsdale staff member working with the event.

BUILDING HOURS

A fee of \$80/hour will be charged for any time required to keep the building open outside of normal operating hours. This applies to both event and set up/breakdown hours. Requests for changes to building hours must be submitted a minimum of 2 weeks in advance. If a request is submitted and needs to be cancelled, it must be done no later than 48 hours prior to event.

EQUIPMENT/FURNISHINGS

Equipment, furnishings and plants assigned to the Ragsdale Center may not be removed from the facility or rearranged within the Ragsdale Center without approval of the Ragsdale Center Director.

ROOM CONDITION POLICY

The designated contact for the room reservation assumes responsibility for ensuring that the room is in the same condition it was before use. The designated contact is also responsible for notifying the Ragsdale Center Information Desk when a space is vacated if there is equipment in or outside the room (e.g. lecterns, easels, decorations and/or A/V equipment). Unless arrangements are made with the Ragsdale staff, leftover equipment or decorations will be removed once the event is over and their security is not assumed.

A cleaning fee of \$35 per hour will be charged for all spaces left with excessive trash debris or require extra cleaning.

There will be a setup fee of \$75 per classroom for any classroom not returned to its original condition set-up for classroom use.

GUIDELINES FOR DECORATING

All decorations are subject to approval by a member of the Ragsdale Center staff, and must adhere to the following guidelines:

- Please remove decorations immediately following the event.
- Use of tacks, nails, staples, foam sticker tape, transparent packing tape, double-sided tape or fasteners are not allowed due to potential wall or furniture damage.
- The following items are not allowed due to cleaning challenges: rice, birdseed, confetti, potpourri, and glitter.
- Due to fire hazard, the use of candles or any open flame device is allowed.

The University is not responsible for injuries that may occur while installing or removing decorations, or for theft or damage to decorations or other personal property.

NEWS MEDIA OR MEDIA COVERAGE

As a private institution, St. Edward’s University does not permit external news media on campus without prior approval from the St. Edward’s University Marketing Director of Communications. Media on campus without such approval are subject to expulsion by University Police. Coordinate media coverage at least two weeks prior to your event by contacting the director of communications at 512-448-8404.

FINANCIAL OBLIGATIONS

The conference group hereby agrees to pay the total charges for meeting space and other miscellaneous services.

1. Meeting Space	\$0.00
2. Media Services	\$0.00
Total Estimated Cost	\$0.00

Prices for audio/visual equipment are determined by the Ragsdale Center Manager.

The actual cost will be determined upon the end of the conference.

A deposit of 50% of *total estimated cost* is due 60 days *prior* to the event date(s) to ensure reservation confirmation. Failure to provide deposit may result in cancellation of event space. Any exception must be pre-approved by the Ragsdale Center Director. The balance of event costs, including any additions to the original contracted amount, will be invoiced upon completion of the event. Final payment is due within 30 days of the invoice date.

Conference group shall pay to St. Edward’s University Ragsdale Center all amounts for costs and expenses, including, but not limited to, reasonable attorneys' fees and amounts paid to any collection agency incurred by conference group in connection with any breach or default by conference group under this Contract or incurred in order to enforce or interpret the terms or provisions of this Contract. Such amounts shall be payable upon demand.

CANCELLATION OR CHANGE OF CONTRACT

If the group must cancel or if group numbers are reduced after signing the contract, notification must be provided at least thirty calendar days prior to the beginning of the conference to avoid paying cancellation or change fees. Cancellations made 14 – 29 days prior to the conference will result in a charge of 50% of the total contracted amount, and cancellations made 0 – 13 days prior to the conference will result in a charge of 100% of the contracted amount. All other changes pertaining to room reservations, set-ups, audio/visual equipment, and/or conference group number received 0 – 13 days prior to the conference date will charged a late fee of 10% of the total room rental cost. Cancellation notice must be received in written electronic form to Ragsdale Center Director.

An increase in the number of guests expected prompts an evaluation of available space, but St. Edward’s cannot guarantee meeting or lodging space for groups reporting increased numbers after the contract has been signed.

In the event that, for reasons beyond its effective control, the St. Edward’s University Ragsdale Center is prevented from delivering the premises or any negotiated services to conference group on the date originally scheduled, St. Edward’s University Inc. shall make every reasonable effort to deliver the premises and negotiated services to conference group, without extra charge, on an alternate date of conference group’s choosing. If conference group does not select an alternate date within thirty (30) days after being notified of such problem, the St. Edward’s University Ragsdale Center shall cancel this Contract and shall refund all sums theretofore deposited by conference

group but shall have no other responsibility or financial liability to conference group. St. Edward's University reserves the right to provide a delay in services and facilities agreed as a result of inability to deliver contracted services and facilities caused by forces beyond the party's control (war, acts of God, natural disasters, etc.).

AGREEMENT CLAUSE

This contract constitutes the whole agreement and no verbal or side agreements will be acceptable or enforceable. All contract provisions are governed by the laws of the State of Texas.

INSURANCE AND INDEMNIFICATION

St. Edward's is not liable for injuries or losses incurred while residing in the residence halls or apartments. Conference groups shall submit an insurance certificate reflecting insurance policy to remain in effect for the duration of the conference. Policy must include the following levels of coverage:

- Commercial liability with a minimum single limit of \$1,000,000, with \$2,000,000 aggregate
- Worker's compensation insurance for the group's employees with limits consistent with the statutory benefits described in the Worker's Compensation Act, including employer's liability in the amount of no less than \$1,000,000
- Vehicle liability insurance on any vehicles owned or rented by group with a minimum combined single limit of \$1,000,000 and to include hired and non-owned autos
- Certificate of Insurance must have Additional Insured endorsement and Waiver of Subrogation

AGREEMENT SIGNATURE(S):

Travis County, a political subdivision of the State of Texas
Conference Group

Judge Sarah Eckhardt
Conference Group Agent Name Printed

Authorized Agent's Signature Date

Gabriel Ornelas – Ragsdale Center Director Date

**Conference Group:
Name, Mailing Address, Email & Phone No.:**

Travis County Clerk
5501 Airport Blvd.
Austin, TX 78751

Reservation contact:
Andrew Dillard
512-854-7924
Andrew.Dillard@traviscountytexas.gov

**ST. EDWARD'S UNIVERSITY, INC,
3001 SOUTH CONGRESS
AUSTIN, TEXAS 78704**

(02/05/2020)

**ADDENDUM TO ST. EDWARD'S UNIVERSITY, INC.
RAGSDALE CENTER CONFERENCE GROUP CONTRACT
FOR VOTING POLLING LOCATION ON MARCH 3, 2020
AT RAGSDALE LOBBY**

This Addendum to the St. Edward's University, Inc. Ragsdale Center Conference Group Contract (this "Addendum") is made and entered into by and between St. Edward's University, Inc. ("St. Edward's"), a Texas nonprofit corporation, and Travis County, a political subdivision of the State of Texas (the "County").

WHEREAS, the County and St. Edward's have negotiated an agreement (the "Agreement") for the County to use the Ragsdale Lobby of the Ragsdale Center located on the St. Edward's campus on Tuesday, March 3, 2020 voting polling place for the March 3, 2020 Joint Primary Election; and

WHEREAS, in order to expedite the resolution of certain remaining issues connected to the Agreement, the County and St. Edward's have decided to set forth their remaining points of agreement in this Addendum, which will constitute a part of and be incorporated into the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. REVISIONS TO THE AGREEMENT

The Agreement is amended as follows:

1. The first sentence of the Agreement is deleted and replaced with the following:

This agreement is entered into between St. Edward's University, Inc. and Travis County, herein known as the conference group or the "County."

2. The following language from the section entitled "Rights and Responsibilities" is deleted from the Agreement:

The conference group hereby agrees to indemnify, protect, defend and hold harmless St. Edward's University, Inc. and its respective affiliates, contractors, officers, directors, trustees, employees and agents from and against all claims, liabilities, damages, and expenses, including attorney's and other professional's fees, arising out of or related to the intentional or negligent acts or omissions of conference group, its affiliates, contractors, officers, directors, trustees, employees, guests or agents.

The conference group is responsible for providing adult supervision for youth groups according to the guidelines provided by the university. Supervision must be provided in the Ragsdale Center, RCC, and Residence halls

The Ragsdale Center Office reserves the right to reassign the conference groups to meeting space with prior notice to group due to changes in anticipated occupancy of the conference group.

The Ragsdale Center Office reserves the right to cancel this Agreement with proper notice if the conference group defaults in the performance of any term or condition of this agreement. This Agreement may be revoked for failing to abide by the policies provided to conference groups by St. Edward's.

3. The following language from the section entitled "Parking" is deleted from the Agreement:

Please work with your Event Coordinator to make parking arrangements for events. If your event has 25 or more external attendees, occurs during regularly scheduled classes and has 10 or more vehicles coming from off campus, valet parking will be required. Please contact the Ragsdale Center for a complete copy of the St. Edwards Parking Policy and suggested valet companies.

Valet parking required	Fall and Spring Semester (<i>while classes are in session</i>) (M-Th) 8 a.m. – 5:30 p.m.: (Fri.) 8 a.m. – 3 p.m.
May use employee lots; Valet encouraged	Fall and Spring Semester (<i>while classes are in session</i>) (M-Th) after 6:30 p.m.: (Fri.) after 3 p.m.
Open Parking	Summer Semester

4. The following language is added to the section entitled "Parking":

Election judges and staff from the Elections Division of the Travis County Clerk's Office will be allowed to park in the visitor parking lot from 6:00 a.m. to 10:00 p.m. on Tuesday, March 3, 2020.

5. The following language is deleted from the Agreement:

BUILDING HOURS

A fee of \$80/hour will be charged for any time required to keep the building open outside of normal operating hours. This applies to both event and set up/breakdown hours. Requests for changes to building hours must be submitted a minimum of 2 weeks in advance. If a request

is submitted and needs to be cancelled, it must be done no later than 48 hours prior to event.

6. The following language is deleted from the Agreement:

NEWS MEDIA OR MEDIA COVERAGE

As a private institution, St. Edward's University does not permit external news media on campus without prior approval from the St. Edward's University Marketing Director of Communications. Media on campus without such approval are subject to expulsion by University Police. Coordinate media coverage at least two weeks prior to your event by contacting the director of communications at 512-448-8404.

7. The following language is deleted from the Agreement:

INSURANCE AND INDEMNIFICATION

St. Edward's is not liable for injuries or losses incurred while residing in the residence halls or apartments. Conference groups shall submit an insurance certificate reflecting insurance policy to remain in effect for the duration of the conference. Policy must include the following levels of coverage:

Commercial liability with a minimum single limit of \$1,000,000, with \$2,000,000 aggregate Worker's compensation insurance for the group's employees with limits consistent with the statutory benefits described in the Worker's Compensation Act, including employer's liability in the amount of no less than \$1,000,000

Vehicle liability insurance on any vehicles owned or rented by group with a minimum combined single limit of \$1,000,000 and to include hired and non-owned autos

Certificate of Insurance must have Additional Insured endorsement and Waiver of Subrogation.

8. The following language is added to the Agreement:

Insurance. St. Edward's is not liable for injuries or losses incurred while residing in the residence halls or apartments. St. Edward's agrees that, so long as no default has occurred and is continuing under this Agreement, the County shall have the right to self-insure in accordance with generally accepted practices for self-insurance, which self-insurance shall be deemed to satisfy any insurance requirements St. Edward's requires of the County in this Agreement. Within five days after receiving a request from St. Edward's, the County will furnish to St. Edward's evidence that

the County is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

Indemnification St. Edward's acknowledges that the County does not have legal authority to indemnify St. Edward's. Therefore, any provision in the Agreement that requires the County to indemnify St. Edward's is deleted.

Liability. To the extent allowed by Texas law, St. Edward's and the County agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.

Claims Notification. If St. Edward's or the County receives notice or becomes aware of any claim or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against St. Edward's or the County in relation to this Agreement, the party receiving such notice must give written notice to the other party of the claim or other action within three working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice must be given in the manner provided in this Agreement. Except as otherwise directed, the notifying party must furnish to the other party copies of all pertinent papers received by that party with respect to these claims or actions.

Signage. St. Edward's grants County permission to install signage at and around the Ragsdale Center (a) to inform the public of the County's use of the Ragsdale Lobby for election purposes, (b) to mark the area within which electioneering or loitering is prohibited (these markers would be placed 100 feet from an outside door through which a voter may enter the Ragsdale Center to vote, and (c) to inform the public of the County's policy regarding firearms and other deadly weapons on County property. Notwithstanding any provision to the contrary, St. Edward's authorizes electioneering outside a 100-foot radius from the Ragsdale Center.

Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

St. Edward's: Gabriel Ornelas
Ragsdale Center Director
3001 South Congress
Austin, Texas 78704

County: Travis County Clerk
Elections Division
5501 Airport Blvd.
Austin, Texas 78751
Attention: Andrew Dillard

With a copy to: David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attention: File Number 64.811

B. LAW AND VENUE

The Agreement and this Addendum are governed by the laws of the State of Texas and all obligations under the Agreement and this Addendum are performable in Travis County, Texas. Venue for any dispute arising out of the Agreement or this Addendum will lie in the appropriate court of Travis County, Texas.

C. CONSTRUCTION

To the extent possible, the provisions of this Addendum are to be construed as supplementary to the provisions of the Agreement. In the event of any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will supersede and otherwise control over the conflicting provisions of the Agreement.

D. WORKING DAY

In this Agreement, "working day" and "business day" mean a calendar day that is not a Saturday, Sunday, or a holiday designated by the Travis County Commissioners Court.

E. THIRD PARTY RIGHTS NOT CREATED

This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.

F. COUNTERPARTS

This Agreement may be executed in separate counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Each of the signatories to this Agreement represents and warrants that he or she is duly authorized to sign this in the capacity indicated.

ST. EDWARD'S UNIVERSITY, INC., a Texas nonprofit corporation

By: _____

Name: _____

Title: _____

Date: _____

:

TRAVIS COUNTY, a political subdivision of the State of Texas

By: _____

Sarah Eckhardt
Travis County Judge

Date: _____

Peace Lutheran Church Property Use Agreement

This Property Use Agreement (the Agreement) between **Peace Lutheran Church, Cedar Park, Texas**, a Texas nonprofit corporation (the Church), and **Travis County**, a political subdivision of the State of Texas (the Group), is for the purpose of facilitating use the Properties of the Church by the Group. This Agreement includes all of the applicable Agreement documents as defined herein.

1. Agreement Documents

All component parts of the Agreement are intended to be complementary. In order of precedence, the Agreement documents consist of the following (“Agreement Documents”):

- a) This Agreement, along with any Exhibits, as they may later be modified by Supplemental Agreements
- b) Key Use Policy as described in Attachment A
- c) Building Security Procedures as described in Attachment B

2. Definitions

For the purposes of this Agreement, the following definitions are provided:

- a) Property – All of the buildings, common areas, parking lots, playgrounds, and other locations at 10625 Ranch Road 620, Austin, TX 78726.
- b) Agreement – This document and all Supplemental Agreements
- c) Supplemental Agreement – A further agreement executed by the designated representatives of the Church and the Group that modifies specific identified terms of the Agreement.
- d) Designated Representative – The individuals identified in the Notices Section below who are authorized by their respective organizations to enter into contracts and make commitments on behalf of their organizations.
- e) Sanctuary Building – The building located on the Property that contains the Church’s Sanctuary, narthex, and administrative offices.
- f) Education Building – The building on the Property that contains various classrooms and is located immediately adjacent to the Sanctuary Building.
- g) Community Building – The building on the Property that is north and east of the Education Building on the far side of the parking lots.
- h) Playground Areas – Those locations reasonably identifiable as children’s playgrounds located on the Property.
- i) Parking Lot(s) – Those reasonably identifiable parking locations found on the Property north and east of the Education Building.
- j) Common Areas – All other indoor or outdoor locations not specifically defined.
- k) Parties – The Church and Group as identified in this Agreement.

3. Building Use

The Group shall have use of the following areas (describe clearly):

- a) Sanctuary Building narthex (entry), bathrooms, and kitchen area. Group will not use Sanctuary, upstairs classrooms, or admin offices.

Peace Lutheran Church Property Use Agreement

- b) Playground Area—Group will not use the playground area
- c) Parking Lot—Group may use the following parking areas:
 - Main
 - Upper
- d) Common Areas—Group may use common areas associated with the Sanctuary Building only.

The Group shall have access to and limited use of the Property for the purpose(s) of providing an Election Day site for the Travis County Election to be held on March 3, 2020, and May 26, 2020.

The Group will be responsible for preparation and setup of the space for the election. The Group will be responsible for providing equipment necessary for the election including voting equipment and supplies, voting booths, election tables and chairs, traffic cones, and outdoor signage. The Group will be responsible for restoring the space back to its original state following the election prior to Sunday, March 8, 2020 and May 31, 2020. The Group will be responsible for any items they are storing on the premises. Any damage to or loss associated with the items while stored in the building will be the responsibility of the Group. The Group will be responsible for any modifications needed to the building in order to securely store the items during the term of this agreement.

The Church may require staff, committee representative or a designated Church member to be present to oversee activities of the Group, be responsible for monitoring use of the Property, and open and lock the building. The Church will provide a designated “lock out” contact, someone who can be reached by cell phone at 6 AM on election morning if, for any reason, the Group cannot gain access to the polling site.

THE GROUP IS AWARE AND AGREES THAT ITS USE OF THE PROPERTY IS NOT EXCLUSIVE AND THAT THE CHURCH, MEMBERS OF THE CHURCH CONGREGATION, OR OTHER GROUPS MAY HAVE ACCESS TO OR USE OF THE PROPERTY DURING THE TERM OF THE AGREEMENT. ADDITIONALLY, THE GROUP IS AWARE AND AGREES THAT THE CHURCH MEMBERS OF THE CHURCH CONGREGATION, OR OTHER GROUPS MAY HAVE CONCURRENT USE OF THE SANCTUARY BUILDING, EDUCATION BUILDING, AND COMMUNITY BUILDING, PLAYGROUND AREAS, PARKING LOTS, OR OTHER COMMON AREAS DURING THE GROUP’S USE OF THE PROPERTY UNLESS OTHERWISE SPECIFIED ABOVE.

4. Fees and Terms of Payment

Subject to the provisions of this Agreement, the Group will pay a discounted rate of one dollar (\$1) for the Property and Buildings described in Section 3.

At its sole discretion, the Church may assess any of the following ancillary fees:

- a) Property Access Fee – fifty dollars (\$50.00) – Requirement of the Group for a Church director, officer, congregation member employee, or Designated Representative to either open or close the Property.
- b) Security Fee – fifty dollars (\$50.00) – Failure to observe and comply with the required building security procedures.

Peace Lutheran Church

Property Use Agreement

- c) Return Check Fee – twenty five dollars (\$25.00) – Failure to provide proper payment by issuance of a check where insufficient funds are available.

5. Term and Termination

This Agreement commences on **March 3, 2020** at 6:00 a.m. and concludes at 10:00 p.m. and on **May 26, 2020** at 6:00 a.m. and concludes at 10:00 p.m. This Agreement may be terminated for convenience by the Church with 10 days written notice to the Group.

Notwithstanding any other provision of this Agreement to the contrary, the occurrence of any one or more of the following events will constitute an event of breach:

- a) Group's disregard of applicable laws or regulations;
- b) Group's disregard of the authority of the Church's Designated Representative;
- c) Group's violation in any material way of any provisions of the Contract Documents;
- d) Filing of any bankruptcy action.

If one or more of the events identified above occur, the Church may, at its sole discretion, choose to either terminate this Agreement immediately upon written notification to the Group, or provide a "Corrective Action Request", which instructs the Group to provide a corrective action plan within five (5) business days of issuance that will cure the breach. If this Agreement has been so terminated by the Church, the termination will not affect any rights or remedies of the Church against the Group or any surety then existing or which may thereafter accrue. No payment of monies due the Church by the Group will release the Group from liability. In such a circumstance, the Church shall notify the Group in writing of the termination. These rights of termination shall take precedence over all other provisions of this Agreement.

6. Responsibilities of the Parties

The Group is responsible for:

- a) any damage to the Church property or equipment,
- b) the actions and safety of all in attendance of the activity,
- c) the provision of adequate security for their event or activity,
- d) the general clean-up (sweeping and mopping if necessary) and removal of trash (replace all trash can liners),
- e) the replacement of all furniture and equipment to its original position,
- f) the removal all materials brought in by the Group after usage is complete,
- g) the covering of all tables with non-porous material if food or beverages are served (N/A),
- h) making arrangements in advance for arrival of caterers, florists, music, cakes, etc. with the Church administrator (N/A),
- i) ensuring the altar is not used for any purpose other than its designated religious purpose(N/A) ,
and
- j) Any and all losses or damages to items left by the Group on the Property.

Peace Lutheran Church

Property Use Agreement

The Church is responsible for:

- a) ensuring that the Property is maintained in a customary manner, and
- b) ensuring that the Property and Buildings described in Section 3 are available for use by the Group.
- c) ensuring help to facilitate proper hanging materials (i.e. corkboard strips, magnetic strips, etc.)

7. General Requirements and Prohibitions

The following requirements will be honored by the Group at all times.

- a) Proper adult supervision for individuals/Groups 18 years and under
- b) Food and beverages should be consumed in designated areas only (N/A)
- c) Thermostats may be adjusted within reason but should be returned to original settings when leaving (N/A)
- d) All chalkboard, whiteboards or bulletin boards used must be erased, cleaned and cleared OR rotated when group is finished for the day (N/A)
- e) All events/activities must end by **10:00 PM** without prior approval

The following general prohibitions will be observed by the Group at all times keeping in mind that this is a shared property with its main use being for the Church.

- a) No tobacco use is permitted on the Property at any time
- b) No alcoholic beverages are permitted in any Building or on the Property at any time
- c) No political activities
- d) No use of or moving the music equipment without specific prior written approval (N/A)
- e) No use of the kitchen facilities without prior agreement or approval (N/A)
- f) No confetti, rice, straw, birdseed or any other material should be used or thrown inside or outside the Church facilities (N/A)
- g) Nothing may be affixed to walls, doors or windows using any method. Permanent fixtures must receive Board of Property permission and will become the property of the Church.
- h) All trash should be removed at the end of the day and taken to the outside dumpster.
- i) Nothing is to be hung from the ceiling.
- j) No use of the Church offices or areas not specifically designated in this agreement
- k) Room must be restored to original state before leaving at the end of day (see posted maps) (N/A).
 - Clear all counter space before leaving.
 - Roll book shelves against one side of wall.
 - Remove all food and perishables.
 - Utilize closet as much as possible for storage.

8. Indemnity

THE GROUP SHALL INDEMNIFY AND HOLD THE CHURCH, ITS DIRECTORS, OFFICERS, CONGREGATION MEMBERS, EMPLOYEES, AND DESIGNATED REPRESENTATIVE HARMLESS AGAINST JUDGMENTS,

780070

Group Initial: _____

4

Version – December 2019

Church Initial: _____

Peace Lutheran Church

Property Use Agreement

LAWSUITS, CLAIMS, COSTS, AND EXPENSES AND DAMAGES (INCLUDING ATTORNEY'S FEES), RESULTING FROM NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF THE GROUP OR ITS MEMBERS.

9. Limitation of Liability

A. TO THE EXTENT PERMITTED BY LAW, THE GROUP SHALL PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CHURCH, ITS AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES AND SUBCONTRACTORS ("INDEMNIFIED PARTIES") FROM AND AGAINST ANY LOSSES, LIABILITIES, COSTS, EXPENSES, SUITS, ACTIONS, CLAIMS, AND ALL OTHER OBLIGATIONS AND PROCEEDINGS WHATSOEVER, INCLUDING WITHOUT LIMITATION, ALL JUDGMENTS RENDERED AGAINST AND ALL FINES AND PENALTIES IMPOSED UPON THE CHURCH OR ANY OF THE INDEMNIFIED PARTIES AND ANY REASONABLE ATTORNEYS FEES AND OTHER COSTS OF DEFENSE ARISING OUT OF INJURIES TO PERSONS, INCLUDING DEATH, OR DAMAGES TO CHURCH OR THIRD-PARTY PROPERTY TO THE EXTENT CAUSED BY OR OCCURRING IN CONNECTION WITH ANY WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF THE CHURCH, ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR CONTRACTORS (REGARDLESS OF WHETHER THE NEGLIGENCE MAY BE SOLE, CONTRIBUTORY, COMPARATIVE OR GROSS).

B. EXCEPT AS TO THIRD PARTY CLAIMS FOR WHICH AN INDEMNITY IS PROVIDED IN PARAGRAPH A. ABOVE, THE CHURCH SHALL NOT BE LIABLE TO THE GROUP FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUES, DUE TO THE USE OF CHURCH PROPERTY OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

10. Insurance

The Group shall maintain or cause to be maintained the insurance required by this Section, together with any other type of insurance required by this Agreement, with the following requirements:

- a) Policies shall be issued by insurance companies rated A- IX or better, by Best's Insurance Guide and Key Ratings (or, if Best's Insurance Guide and Key Ratings is no longer published, an equivalent rating by another nationally recognized insurance rating agency of similar standing) or other insurance companies of recognized responsibility satisfactory to the Church.
- b) The Group shall obtain and maintain the insurance coverage specified below on an occurrence-basis.
- c) THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING THE GROUP'S LIABILITY.
- d) The Church shall be listed as an "additional insured" on all policies other than the Workers' Compensation.
- e) The Group for itself and its insurers hereby waives subrogation against the Church, its directors, officers, congregation members, employees, and designated representative.
- f) If the Group fails to meet the requirements of this Section, the Church may terminate the Agreement for breach.
- g) All policies will be endorsed to provide that they may not be canceled, not renewed or materially changed without thirty (30) days' prior written notice sent to the Church.
- h) All policies will be endorsed to specify that they are primary to and not excess to or on a contributing basis with any insurance or self-insurance maintained by Church.

Peace Lutheran Church Property Use Agreement

- i) All liability policies shall include a cross liability or severability of interest or a separation of insureds clause.
- j) The Group shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. The deductible portion of each type of coverage shall not exceed ten percent (10%) of the coverage limit.

Insurance Requirements

<u>Type of Insurance</u>	<u>Minimum Coverage</u>
General Liability:	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
General Aggregate	\$1,000,000
Automobile Liability (including owned, non-owned, hired or leased vehicles)	
Bodily Injury	\$25,000 per person per occurrence
Property Damage	\$25,000 per occurrence

11. Warranty

The Church, its directors, officers, congregation members, employees, and Designated Representative do not warrant that the Property is fit for its intended purpose(s).

12. Notices

All notices or other communications required under this Agreement must be made in writing and sent by registered or certified United States mail, return receipt requested or by express mail to the address below. Notice may additionally be sent by email or fax as indicated below but such service shall not excuse proper notice as set forth above. Parties may change their address by notifying the other party pursuant to this Article.

The Church:
Peace Lutheran Church

The Group:
Travis County Clerk

Executive, Peace Lutheran Church
Designated Representative ,

Drew Dillard, Sites Coordinator
Designated Representative,

Address: 10625 Ranch Road 620
Austin, TX 78726
Email:
Work Phone:
Cell Phone:

Address: 5501 Airport Blvd,
Austin, TX 78751
Email: Andrew.Dillard@travicomtytx.gov
Work Phone: 512-854-7924
Work Cell Phone: 512-694-0828
Personal Cell Phone: 512-586-6076

Peace Lutheran Church

Property Use Agreement

13. Force Majeure

In the event that either of the Parties are unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Agreement by reason of municipal delays in providing necessary approvals or permits, the other Parties delay in providing approvals as required in this Agreement, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the Church or Group delayed or prevented from fulfilling any obligation in this Agreement (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such Party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

14. Non Assignment

The Group shall not assign this Agreement or grant access to the Property to any other individual or group for any reason whatsoever. An assignment or grant of unauthorized access to the Property will be void and will, at Church's option, terminate this Agreement.

15. General Provisions

The Contract Documents contain the entire and integrated agreement between the Church and the Group as to their subject matter and supersedes all prior negotiations, correspondence, understandings, representations and agreements, written or oral, related to it. All other understandings between the Parties, actions taken, and payments made, if any, under any other prior written or oral agreements, with respect to this Agreement, shall be deemed to have been performed.

- a) Severability. In case any one or more of the provisions or application of the provisions contained in the Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in the Agreement and their application shall not in any way be affected or impaired.
- b) Titles and Headings. Titles and headings to Articles and Sections are inserted for convenience of reference only and are not intended to affect the interpretation or construction.
- c) Preference in Interpretation. Each of the Parties acknowledges that it understands each and every provision in the Agreement, and shall not assert as a basis for the construction of language that the language was drafted by either Party or its counsel.
- d) Choice of Law. This Agreement shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of or related to this Agreement, venue for such litigation shall be in a court of competent jurisdiction in Travis County, Texas.
- e) Third Party Beneficiaries. All persons who are not Parties to this agreement, but who are entitled to the benefit of any indemnification provision, or of any additional insured provision or any waiver of subrogation are third party beneficiaries of this Agreement. Except for those

Peace Lutheran Church Property Use Agreement

persons just identified, there are no third party beneficiaries to this Agreement and the provisions of this Agreement.

- f) Survival. Termination or expiration of this Agreement shall not relieve, reduce, or impair any rights or obligations of a Party which expressly or by implication survive termination or expiration of this Agreement. Without limiting the generality of the foregoing, the following articles shall survive the termination or expiration of this Agreement: Indemnity, Limitation of Liability, Insurance, and General Provisions.
- g) Limitation of Liability. The Church shall not be liable to the Group for any incidental, indirect, special, punitive or consequential damages regardless of whether liability would arise under contract or tort (including negligence and strict liability). The Group must bring any cause of action arising under the Agreement within one (1) year from the time the cause of action accrues.

If the terms and conditions stated above are in accordance with your understanding, please so indicate by signing this Agreement and returning the original to the Church.

Peace Lutheran Church, Cedar Park, Texas, a Texas nonprofit corporation

Signature: _____

Printed Name: _____

Title: Executive, Peace Lutheran Church

Date: _____

The Group

Travis County, a political subdivision of the State of Texas

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Peace Lutheran Church Property Use Agreement

Attachment A: Key Use Policy

Recurring access:

Only one member of the Group needing a key for recurring access will be issued a key by the Office Administrator. The member will be responsible for the safe use of the building when used and will ensure that all usage policies are adhered to per the Terms and Conditions of the Agreement. Issuance of keys may be determined on a case by case basis. All keys will be issued along with an alarm code. The member of the Group requesting the key on the Group's behalf will sign an acknowledgment of receipt of the keys. All keys must be returned to the Church office within 72 hours of the expiration or termination of the Agreement. No keys will be transferred to the custody of another member of the Group. No duplicate keys will be made by the Group. Lost keys will incur a fee for replacement and may incur additional costs of rekeying the locks if necessary.

I understand and agree to the above guidelines:

Signed: _____ Date: _____

Temporary access:

Only one member of the Group needing temporary access to any of the Church properties may sign out a key from the Office Administrator. The member will be responsible for the safe use of the building when used and ensure that all usage policies are adhered to per the Terms and Conditions of the Agreement. Issuance of keys may be determined on a case by case basis. All keys will be issued along with an alarm code. The member of the Group requesting the key on the Group's behalf will sign an acknowledgment of receipt of the keys. All keys must be returned to the Church office within 72 hours of the completion of the intended use. Lost keys will incur a fee for replacement and may incur additional costs of rekeying the locks if necessary.

I understand and agree to the above guidelines:

Signed: _____ Date: _____

Peace Lutheran Church Property Use Agreement

Attachment B: Building Security Procedures

The Group shall bear the responsibility for the following:

- a) Reset heating-a/c (N/A)
- b) Turn off lights. Security lights will remain lit (N/A).
- c) Insure building is empty
- d) If building is empty: lock and/or securely shut **ALL** doors in the building (not only the ones you unlocked)/set the alarm and exit (you have 30 seconds to exit after the alarm is set) (N/A)
- e) If building is not empty (car(s) in parking lot): Find the person(s) remaining and make sure they have plans for completing lock up security procedures. (N/A)

Failure to do so may at the sole discretion of the Church affect further use of the Property of Buildings. Further, the Group agrees to pay any and all costs associated with the Group's failure to comply with these policies. Costs associated with failure to set the alarm and secure all Building doors may include but are not limited to costs:

- a) assessed by the alarm company, (N/A)
- b) assessed by law enforcement for false alarms (N/A) , and
- c) assessed by the Church for congregation members to respond to false alarms. (N/A)

Costs associated with failure to reset the Building heating or AC includes but is not limited to costs (N/A):

- a) incurred by the Church for the repair of assets and
- b) for increased utility usage. Costs for increased utility usage will be the difference between the applicable utility invoices in the period of Group's failure to comply with the Building Security Procedures compared to the same period in the prior year.

I understand and agree to the above guidelines:

Signed: _____ Date: _____

Addendum to Liability Agreement between The Episcopal Church of the Good Shepherd and Travis County for Use of Good Shepherd Facilities on March 3, 2020 and May 26, 2020

This Addendum to Liability Agreement between The Episcopal Church of the Good Shepherd and Applicant for Use of Good Shepherd Facilities (this "Addendum") is made and entered into by and between The Episcopal Church of the Good Shepherd, a Texas nonprofit corporation ("Good Shepherd"), and Travis County, a political subdivision of the State of Texas ("Applicant" or the "County"), (together, the "Parties" or individually, "Party").

Recitals

1. The Parties have negotiated a Liability Agreement between The Episcopal Church of the Good Shepherd and Applicant for Use of Good Shepherd Facilities (the "Agreement") for the County to Good Shepherd facilities (the "Facilities") on Good Shepherd's The Hill – Woodland Campus located at 1700 Woodland Avenue, Austin, Texas (the "Hill Campus") on March 3, 2020 as an Election Day polling place for the upcoming March 3, 2020 Joint Primary Elections and on May 26, 2020 for a Joint Primary Elections run-off.
2. In order to expedite the resolution of certain remaining issues connected to the Agreement, the County and Good Shepherd have decided to set forth their remaining points of agreement in this Addendum, which will constitute a part of and be incorporated into the Agreement.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. REVISIONS TO THE AGREEMENT

The Agreement is amended as follows:

1. The following language is deleted from the Agreement:

Either party may terminate this Agreement by providing ten (10) days' prior written notice.

2. The following language is deleted from the Agreement:

The Applicant shall indemnify, defend and hold harmless Good Shepherd and the Episcopal Diocese of Texas and their respective officers, directors, employees, agents and representatives from and against any and all claims, demands, causes of action, losses, liabilities, damages and expenses (including

reasonable attorney's fees and costs) arising out of or in connection with any allegations brought against Good Shepherd and the Episcopal Diocese of Texas and their respective officers, directors, employees, agents and representatives from and against any cost expense (including reasonable attorney's fees and costs) arising out of the use of the premises or property of Good Shepherd by the Applicant.

3. The following language is added to the Agreement:

Addendum Section 1. Grant of License

- A. Good Shepherd hereby grants a license to the County to enter upon and use the Facilities as an Election Day polling place for the Joint General and Special Elections to be held on Tuesday, March 3, 2020 and Tuesday, May 26, 2020 (the "License").
- B. On March 3, 2020 and May 26, 2020, the Facilities may be used from 6:00 a.m. Central Time until the last voter has voted. After voting has ended, the County will continue to be in possession of the polling place area at the Facilities until the County has completed all election-related procedures in accordance with the Texas Election Code.

Addendum Section 2. Signage

Good Shepherd grants the County permission to install signage at the Facilities (a) to inform the public of the Travis County's use of the Facilities for election purposes; (b) to mark the area within which electioneering or loitering is prohibited (these markers would be placed one hundred feet from an outside door through which a voter may enter the Facilities to vote); and (c) to inform the public of the County's policy regarding firearms and other deadly weapons on County property. Notwithstanding any provision to the contrary, Good Shepherd authorizes electioneering outside a 100-foot radius from the Facilities.

Addendum Section 3. General Conditions

- A. The County agrees to make no structural changes to any portion of the Facilities. However, the License allows for superficial preparation to be made to the Facilities to facilitate Good Shepherd's use of the Facilities for elections purposes and other uses incidental and related thereto.
- B. The County will be responsible for the prompt removal of any trash or debris from the area used by it at its sole cost and expense, and, upon termination of the use of the area as a polling place by County, the County will leave the area used as a polling place in the same condition the area was in before its use by the County as a polling place, normal wear and tear excepted.

- C. Except for the County's use of the Facilities in accordance with this Agreement, the County will not disrupt or interfere with normal operations conducted by the Good Shepherd at the Facilities or elsewhere on the Hill Campus.
- D. Insurance. Good Shepherd agrees that, so long as no default has occurred and is continuing under this Agreement, the County shall have the right to self-insure in accordance with generally accepted practices for self-insurance, which self-insurance shall be deemed to satisfy any insurance requirements Good Shepherd requires of the County in this Agreement. Within five days after receiving a request from Good Shepherd, the County will furnish to Good Shepherd evidence that the County is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.
- E. Indemnification. Good Shepherd acknowledges that the County does not have legal authority to indemnify Good Shepherd or the Episcopal Diocese of Texas. Therefore, any provision in the Agreement that requires the County to indemnify Good Shepherd is deleted.
 - 1. To the extent permitted by law, Good Shepherd and the Episcopal Diocese of Texas shall not be held responsible to County or County's employees, contractors, guests, invitees, or licensees for any damages, injuries, or losses to person or property caused by an act, omission, or neglect of: (i) County; (ii) County's contractors, agents, guests, employees, invitees, or licensees; or (iii) third persons.
 - 2. County assumes all risk of damage or injury (including death) from any cause whatsoever to: (i) County's own property; or (ii) the property or person of County's agents, employees, contractors, guests, licensees, or invitees.

Addendum Section 4. Miscellaneous

- A. Force Majeure. In the event that the performance by the Parties of any of their obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then the respective party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereto.
- B. Amendment/Modification. This Agreement may not be amended or modified, except by a written agreement, executed subsequent to the date of this

Agreement, and signed by Good Shepherd and the County. IT IS EXPRESSLY ACKNOWLEDGED BY GOOD SHEPHERD THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

C. Notices.

1. Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing and given and deemed to have been given immediately if delivered in person to the address set forth in this Section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

2. Good Shepherd Address. The address of Good Shepherd for notice purposes under this Agreement is:

The Episcopal Church of the Good Shepherd

Austin, Texas _____
Attention: _____

3. County Address. The address of County for all purposes and all notices under this Agreement is:

Honorable Dana DeBeauvoir (or her successor)
Travis County Clerk
Elections Division
P.O. Box 149325
Austin, Texas 78714-9325

With a copy to:
Honorable David Escamilla (or his successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

4. Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

- D. Construction. This Agreement shall be construed in accordance with the Texas Election Code and all other applicable state and federal laws and regulations.
- E. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement; and, the parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms, conditions and provisions of this Agreement.
- F. Venue. All obligations and undertakings pursuant to this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate courts of Travis County, Texas.
- G. Breach. Failure by either party to meet any of its obligations under this Agreement shall constitute a breach of this Agreement; and in the event of such breach, the other party shall be entitled to any and all rights and remedies allowed under state or federal law.
- H. Non-Waiver. In the event either party to this Agreement commits a breach of this Agreement, as defined in Subsection G of this Section, the failure by the other party to enforce the defaulting party's obligation(s), or the failure by the other party to pursue any rights or remedies to which it may be entitled, or the partial exercise by the other party of any rights or remedies to which it may be entitled shall not constitute a waiver of such breach, or of any subsequent breach of this Agreement, or of said rights and remedies.
- I. Third Party Rights Not Created. This Agreement is not intended to and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and the Parties are not waiving any defense or immunity to which they are entitled against any person or legal entity that is not a party to this Agreement.
- J. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. Neither party may assign any rights under this Agreement without the written consent of the other party. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- K. Notwithstanding any provision to the contrary, a telecopied facsimile or electronic copy of a duly executed counterpart of this Agreement will be sufficient to evidence the binding agreement of each party to the terms of

this license agreement. This Agreement takes effect on the date it is fully executed by the Parties. Each Party consents to the use of electronic signatures by each other Party. This Agreement and any other documents requiring a signature under this Agreement may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in formation.

Except as otherwise set forth in this Addendum, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the Parties and their respective heirs, executors, administrators, successors, and assigns.

Each of the signatories to this Addendum represents and warrants that he or she is duly authorized to sign this in the capacity indicated.

THE EPISCOPAL CHURCH OF THE GOOD SHEPHERD

By: _____

Name: _____

Title: _____

Date: _____

TRAVIS COUNTY, a political subdivision of the State of Texas

By: _____

Sarah Eckhardt
Travis County Judge

Date: _____

**Liability Agreement between The Episcopal Church of the Good Shepherd
and Applicant for Use of Good Shepherd Facilities**

Travis County, a political subdivision of the State of Texas, (Name of Group) is referred to herein as the Applicant. The Episcopal Church of the Good Shepherd (“Good Shepherd”) will make available the portion of its facilities as scheduled by the Applicant from time to time. Such scheduling is subject to the availability of the facilities. Good Shepherd does not guarantee that its facilities are available at any particular dates or times, and Good Shepherd may refuse to permit the Applicant to use Good Shepherd facilities for any reason. This Agreement is effective upon execution by both parties. Either party may terminate this Agreement by providing ten (10) days’ prior written notice.

The Applicant agrees to be responsible for damage to the buildings, grounds, furniture, and equipment of Good Shepherd and for the safety of all guests. The applicant agrees to be responsible for costs for repair that exceeds normal wear and tear. The Applicant agrees that no part of the “building use” deposit or the “costs” deposit will be used to pay for costs associated with damage to any part of the grounds of Good Shepherd. If alcohol is served at an event, the applicant agrees to do so in accordance with the guidelines and requirements set forth in the Alcohol Use Guidelines.

The Applicant shall indemnify, defend and hold harmless Good Shepherd and the Episcopal Diocese of Texas and their respective officers, directors, employees, agents, and representatives from and against any and all claims, demands, causes of action, losses, liabilities, damages and expenses (including reasonable attorney’s fees and costs) arising out of or in connection with any allegations brought against Good Shepherd and the Episcopal Diocese of Texas and their respective officers, directors, employees, agents and representatives from and against any cost and expense (including reasonable attorney’s fees and costs) arising out of the use of the premises or property of Good Shepherd by the Applicant.

Any food service caterers used for an event at Good Shepherd must obtain and maintain liability insurance with limits of liability of at least one million dollars (\$1,000,000) per occurrence. The coverage is to be underwritten by an insurance company satisfactory to Good Shepherd. Such policy must list The Episcopal Church of the Good Shepherd and The Episcopal Diocese of Texas as additional insured. If alcohol is to be served or sold, the insurance certificate shall include liquor liability coverage.

The Applicant is responsible for obtaining any and all applicable licenses and permits. The Applicant agrees that this contract is personal and not assignable. The person signing this application is authorized to sign on behalf of the Applicant.

The Applicant agrees to provide a safe environment for guests and to take all reasonable measures to avoid damage to Good Shepherd property. The Applicant will remove individuals from Good Shepherd property who are not abiding by the terms of this Agreement and any other guidelines or requirements as established from time to time by Good Shepherd.

Agreed to by the Applicant and Good Shepherd:

Applicant’s Signature

Date

Good Shepherd’s Signature

Date

the morning, and not allow it to be otherwise used or known. The building shall be secured at all times when no one is present at the front door, and especially at the end of each day.

5. **RENTAL & SECURITY DEPOSIT.** Tenant shall pay to Landlord for the use of the Leased Premises the amount of \$0 per day/week/month (circle one), payable on n/a. Tenant shall also pay to Landlord a security deposit in the amount of \$0. The deposit will be returned, less charges for any damages within 15 days of the lease termination.

6. **INSURANCE.** Landlord acknowledges that Tenant is self-insured. Within three days after Tenant executes this Lease, Tenant must furnish to Landlord evidence that Tenant is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

7. **MAINTENANCE & REPAIRS.** Tenant agrees to keep the Leased Premises neat and clean, in the same condition as found, each day and at the end of each week. Tenant shall be responsible for all damages arising from the use of the Leased Premises by Tenant and its employees, agents, students, representatives, members, guests, and invitees. Tenant waives any claim it may have due to any damage occasioned by the physical condition or state of repair of the Leased Premises. Tenant shall clean the Leased Premises each day and at the end of each week, after using it, and remove all debris, trash, garbage, and paraphernalia from the Leased Premises.

8. **WAIVER.** Landlord will not be liable to Tenant or any of Tenant's employees, agents, students, representatives, members, guests, invitees, or other persons, for damage or loss to person or property, including, but not limited to, theft, burglary, assault, vandalism, or other crimes. Landlord will not be liable to Tenant or any of Tenant's employees, agents, students, representatives, members, guests, invitees, or any person for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences.

9. **NOTICE.** Any notice, demand or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt requested; however, such notice shall be deemed received two days after mailing as provided. Any such notice that either party gives to the other shall be addressed to the other party at the address set forth next to the party's name below. Either party may change its address by notifying the other party, in writing, of the change of address.

10. **SURRENDER OF LEASED PREMISES.** At the expiration or termination of each week and the term of this Lease, Tenant shall peaceably surrender to Landlord the Leased Premises in the same condition as they were at the commencement of this Lease.

11. **MISCELLANEOUS.**

This Lease may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same Lease.

Notwithstanding any provision to the contrary, a telecopied facsimile or electronic copy of a duly executed counterpart of this Lease will be sufficient to evidence the binding agreement of each

party to the terms of this Lease. However, Landlord and Tenant each agree to promptly return an original, duly executed counterpart of this Lease following the delivery of a telecopied facsimile or electronic copy.

This lease becomes effective when signed by both the Landlord and the Tenant.

LANDLORD:

TENANT:

Westlake Bible Church, a Texas nonprofit corporation, also known as Austin Ridge Bible Church

Travis County, a political subdivision of the State of Texas

By: _____

By: _____

Name: _____

Name: Sarah Eckhardt

Title: _____

Title: Travis County Judge

Date: _____

Date: _____

Address:

Address:

9300 Bee Cave Road

P.O. Box 1748

Austin, Texas 78733

Austin, Texas 78767

WITH COPY TO:

WITH COPY TO:

J. Winston Chapman, Jr.
RASH CHAPMAN SCHREIBER & PORTER, LLP
2112 Rio Grande
Austin, Texas 78705
512 / 477-7543
FAX: 512 / 474-0954

Andrew Dillard
Travis County Clerk's Office
P. O. Box 1748
Austin, Texas 78767
512/ 854-4724
andrew.dillard@traviscountytexas.gov

ADDENDUM TO AUSTIN RIDGE BIBLE CHURCH LEASE AGREEMENT

This Addendum to Austin Ridge Bible Church Lease Agreement (this “Addendum”) is made and entered into by and between WESTLAKE BIBLE CHURCH, a Texas nonprofit corporation, also known as Austin Ridge Bible Church (“Landlord”), and Travis County, a political subdivision of the State of Texas (“Tenant”).

WHEREAS, Landlord and Tenant have negotiated a lease agreement entitled Austin Ridge Bible Church Lease Agreement (the “Lease”) for the Tenant to use the front half of the 3rd-5th grade building (Building C-b) located at 9300 Bee Cave Road, Austin, Texas 78735 for elections purposes and other uses incidental and related thereto; and

WHEREAS, in order to expedite the resolution of certain remaining issues connected to the Lease, Landlord and Tenant have decided to set forth their remaining points of agreement in this Addendum, which will constitute a part of and be incorporated into the Lease; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. REVISIONS TO LEASE

The Lease is hereby modified as follows:

1. The first paragraph of the Lease is deleted and replaced with the following:

This Lease Agreement (called “Lease”) is made by and between WESTLAKE BIBLE CHURCH, a Texas nonprofit corporation, also known as Austin Ridge Bible Church, located in Travis County, Texas (called “Landlord”), and Travis County, a political subdivision of the State of Texas (called “Tenant”) and is subject to the terms and provisions set forth in this Lease.

2. Notwithstanding any provision to the contrary, Landlord grants Tenant permission to install signage on the Leased Premises (a) to inform the public of the Tenant’s use of the Leased Premises for election purposes; (b) to mark the area within which electioneering or loitering is prohibited (these markers would be placed one hundred feet from an outside door through which a voter may enter the Leased Premises to vote); and (c) to inform the public of the Tenant’s policy regarding firearms and other deadly weapons on Tenant property. Notwithstanding any provision to the contrary, Landlord authorizes electioneering outside a 100 foot radius from the Leased Premises.
3. Paragraph 1 of the Lease is deleted and replaced with the following:

1. **PREMISES.** Landlord leases to Tenant and Tenant leases from Landlord a portion of the real property (the "Property") located at 9300 Bee Cave Road, Austin, Texas 78735, described as follows:

1.1 The exclusive right to the following areas of the church only (the "Leased Premises"): front half of the 3rd-5th grade building.

1.2 The following areas are expressly excluded: the church offices and Buildings A, B, C, and D.

4. Paragraph 2 of the Lease is deleted and replaced with the following:

2. **TERM.** The terms of this Lease is for 1 day and shall begin at 6:00 a.m. Central Time on this date: March 3, 2020, and end at 8:00 p.m. Central Time on this date: March 3, 2020. This Lease shall automatically expire at the end of the term.

5. Paragraph 6 of the Lease is deleted and replaced with the following:

6. **INSURANCE.** Landlord acknowledges that Tenant is self-insured. Within three days after Tenant executes this Lease, Tenant must furnish to Landlord evidence that Tenant is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

6. Paragraph 8 of the Lease is deleted and replaced with the following:

8. **WAIVER.** Landlord will not be liable to Tenant or any of Tenant's employees, agents, students, representatives, members, guests, invitees, or other persons, for damage or loss to person or property, including, but not limited to, theft, burglary, assault, vandalism, or other crimes. Landlord will not be liable to Tenant or any of Tenant's employees, agents, students, representatives, members, guests, invitees, or any person for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences.

II. MISCELLANEOUS

1. Except as otherwise set forth in this Addendum, the Lease will remain in full force and effect in accordance with its original terms and be binding on the Landlord and Tenant and their respective administrators, successors, and assigns.

2. This Addendum may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the Addendum.

3. Notwithstanding any provision to the contrary, a telecopied facsimile or electronic copy of a duly executed counterpart of this Addendum will be sufficient to evidence the binding agreement of each party to the terms of this Addendum. However, Landlord and Tenant each agree to promptly return an original, duly executed counterpart of this Addendum following the delivery of a telecopied facsimile or electronic copy.

IN WITNESS WHEREOF, the Landlord and the Tenant hereto have executed this Addendum in multiple copies, each of equal dignity, and the Addendum will be effective when signed by both the Landlord and the Tenant.

Landlord:

Westlake Bible Church, a Texas nonprofit corporation, also known as **AUSTIN RIDGE BIBLE CHURCH**,

By: _____
Printed Name: Josh Thornton
Title: Facilities Manager

Date: _____

Tenant:

TRAVIS COUNTY, a political subdivision of the State of Texas

By: _____
Sarah Eckhardt
Travis County Judge

Date: _____