



Travis County Commissioners Court Agenda Request

Meeting Date: December 13, 2011

Prepared By: John Carr **Phone #:** 854-4772

Director/Manager: Roger El Khoury, M.S., P.E., Director, FMD

Roger El Khoury
12/2/11

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Carl B. Manilla

Sponsoring Court Members: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on the following requests from the Travis County Youth Show in Precinct One:

- A. Reduced rental fee to use the Travis County Exposition Center on January 12-15, 2012 and January 20-21, 2012; and
- B. Waiver of Section 14, Food and Beverage Catering.

BACKGROUND/SUMMARY OF REQUEST:

Jim Sylvester, President of the Travis County Youth Show, has requested the use of the Exposition Center Show Barn and Banquet Hall from January 12-15, 2012; the use of the Banquet Hall on January 20, 2012; and the use of the Luedcke Arena on January 21, 2012. The use of the facilities is for the annual Travis County Youth Show, which has been held at the Exposition Center for several years. Mr. Sylvester, as in previous years, is requesting approval of a 50% reduction in the rental fees, and waiver of the restrictions in Section 14 of the contract dealing with Food and Beverage Catering that would restrict them from preparing and distributing food and non-alcoholic beverages. The Youth Show is requesting that the Future Farmers of America and 4-H Booster Clubs in Travis County be allowed to prepare, cook, and serve (at no cost), food and non-alcoholic beverages to the students, parents, and supporters of the Travis County Youth Show during the event. Travis County Youth Show and its supporters agree not to bring in any food or beverage into the Show Barn during the livestock show as not to compete with the licensed caterer.

STAFF RECOMMENDATIONS:

Facilities Management Department (FMD) recommends approval of the request from the Travis County Youth Show to reduce the rental fees at the Exposition Center by 50%. FMD also recommends approval of the requested waiver to Section 14, Food and Beverage Catering.

ISSUES AND OPPORTUNITIES:

The contract for the Travis County Youth Show is at Attachment One. As reflected on Exhibit "A" of the contract, a 50% reduction in facilities rental fees for the Banquet Hall, Show Barn and Luedecke Arena would be \$7,650. At Attachment Two is the request from Mr. Sylvester for exception to Section 14, Food and Beverage Catering and the 50% reduction in rental fees.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY 12 impact if approved is \$7,650 reduction in revenue.

ATTACHMENTS/EXHIBITS:

1. License Agreement with Travis County Youth Show
2. Mr. Sylvester ltr, November 15, 2011

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

**TRAVIS COUNTY EXPOSITION CENTER
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this **27th** day of **October**, 2011 between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and **Jim Sylvester, Vice President, Travis County Youth Show** whose address is **5555 Airport Blvd., Austin, Texas 78751** and contract number is **(512) 854-9787** ("LICENSEE"), includes the following terms:

1. **Representatives of Parties.** LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates **Jim Sylvester**, who is LICENSEE's **Member of Travis County Youth Show Board**, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.

2. **Licensed Space.** Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate **1 & 2** and no other Gates.

3. **Restrictions.** The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. **Purpose.** The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

**Travis County Youth Show
January 12-15, 2012 – Show Barn
January 12-15 & 20, 2012 – Banquet Hall
January 21, 2012 – Luedecke Arena**

5. **License Date and Time.** LICENSEE shall have access to the use of the Licensed Space from **6:00 (a.m.) until 11:59 (p.m.) on January 12-15, 2012 in the Show barn** and on **January 12-15, 2012 from 7:00 (a.m.) to 7:00 (p.m.) in the Banquet Hall** and on **January 20, 2012 from 6:00 (a.m.) until 11:00 (p.m.) in the Banquet Hall** and from **6:00 (p.m.) until 11:00 (p.m.) on January 21, 2012 in the Luedecke Arena**. LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

6. Fee Terms.

6.1 Original Contract Sum and Original Contract Sum Deposit. LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the "Original Contract Sum") representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in Exhibit "A." All prices shown on Exhibit "A" have been calculated in accordance with the Travis County Exposition Center Rate Schedule (the "Rate Schedule"), attached hereto as Exhibit "B" and incorporated herein for all purposes. A non-refundable deposit in an amount equal to twenty percent (20 %) of the Original Contract Sum (the "Original Contract Sum Deposit") is due at the time this Agreement is signed by LICENSEE. The balance of the Original Contract Sum is due no later than thirty (30) days prior to commencement of the Event. In the event that LICENSEE cancels the Event for any reason other than breach of this Agreement by LICENSOR or fails to pay the balance of the Original Contract Sum in a timely manner, LICENSOR shall have the right to retain the Original Contract Sum Deposit as liquidated damages, and not as a penalty, for LICENSOR's rental costs.

7. Damages Deposit; Liability for Damages. LICENSOR shall not be obligated to grant LICENSEE access to the Licensed Space until LICENSEE posts with LICENSOR a damage and security deposit (the "Damages Deposit") in accordance with Exhibit "A." The Damages Deposit shall be in an amount equal to twenty percent (20%) of the total Facility Rental Fees, and shall be paid no later than one (1) day prior to commencement of the Event. LICENSOR shall be authorized to retain out of the Damages Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, LICENSOR shall refund the Damages Deposit to LICENSEE within thirty (30) days following Event conclusion. If the Damages Deposit is insufficient to cover the total cost of damages, LICENSEE shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, LICENSOR shall calculate the amount of excess damages after that date and shall send LICENSEE an invoice showing such amount, which LICENSEE shall pay within thirty (30) days of receipt.

8. Insurance. LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than TEN (10) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Licensed Space. The Director may accept a copy of a homeowner's insurance policy to substitute for the certificate described in Exhibit "C" if circumstances warrant.

9. Indemnity. Except for any matters over which LICENSOR retains exclusive control during the Event, LICENSEE agrees to and shall indemnify, save and hold LICENSOR and the City of Austin harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event.

10. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided

by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Center premises.

10A. ADA Compliance. LICENSEE shall be solely responsible for apprising LICENSEE's Event staff (to include employees, agents and independent contractors of LICENSEE), in writing, of the location of all Americans with Disabilities Act ("ADA")-accessible routes in and around the Center premises, including without limitation the location of all ADA-accessible elevators in the Luedecke (Main) Arena or another Center premises and any temporary ADA-accessible routes created by legally-permissible alterations or modifications made to the Center premises by or on behalf of LICENSEE in order to facilitate LICENSEE's Event activities. LICENSEE has the affirmative obligation to ensure that LICENSEE's staff is fully informed of such ADA-accessible routes, and is able to provide such information to Event attendees (including Event participants) at all times during the Event. LICENSEE acknowledges that it is solely responsible for compliance with and accessibility under the ADA or state law for modifications or alterations made to the Center in order to facilitate LICENSEE's Event activities.

11. Dangerous Wild Animals. LICENSEE may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i) LICENSEE is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the LICENSEE/Owner has provided LICENSOR with written approval from the City of Austin to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.

12. Licenses and Permits. Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

13. Concessions.

13.1 Food and Beverage Concessions. LICENSOR reserves all food and beverage concession rights.

13.2 Sales of Other Items. LICENSEE shall have the right to sell such items as programs, novelties and clothing as are approved in advance and in writing by LICENSOR. In no event shall LICENSEE be permitted to sell, or to offer for sale, any food or beverage item.

14. Food and Beverage Catering. LICENSOR reserves all food and beverage catering rights. Neither LICENSEE nor any of its patrons or guests shall be allowed to bring food or beverages upon the Center premises except through a qualified caterer expressly approved by LICENSOR in writing and except pursuant to the terms and conditions set forth in the "Special Terms and Conditions" attached hereto as Exhibit "D" and incorporated herein for all purposes. In no event shall LICENSEE's approved caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises.

15. Security. LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit "D". The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's

guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage.

16. Additional Equipment, Services and Fees. LICENSOR shall provide only the additional equipment and/or services indicated on Exhibit "A." LICENSOR reserves the right to require the use of any such additional equipment and/or services if and when LICENSOR deems that the safety of the Center and the public require the same. LICENSEE agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

17. Custodial Services. The Licensed Space shall be clean and orderly at the time LICENSEE is given access thereto. LICENSEE shall pay for custodial services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

18. Parking Surcharge. LICENSEE shall pay to LICENSOR one-third (1/3rd) of all parking charges, if any, collected by LICENSEE in connection with the Event, which LICENSEE shall pay upon Event conclusion.

19. Control of Facility and Right to Enter. In permitting LICENSEE to use the Licensed Space under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.

20. Defacement of Center. LICENSEE shall not injure, nor mar, nor in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LICENSOR, nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Travis County Commissioners Court has expressly authorized such exception, in advance and in writing.

21. Occupancy Interruption. In the event that LICENSOR, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which LICENSOR has no control, should find it impossible to provide the Licensed Space as contracted herein, LICENSOR may cancel this Agreement and shall refund any prepaid charges to LICENSEE but shall have no other liability to LICENSEE on account of such cancellation.

22. Evacuation of Facility. Should it become necessary in the judgment of LICENSOR to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, LICENSEE, at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another LICENSEE. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.

23. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of

LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

24. Non-Assignment. LICENSEE may not transfer or assign this Agreement nor sublease the Licensed Space nor allow use of the Licensed Space other than as herein specified without the express written consent of LICENSOR.

25. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

26. Television Coverage. LICENSOR reserves the right to televise live coverage of the Event and to subsequently televise re-plays of the Event, either in total or in excerpts, over Travis County Channel 17. LICENSOR may, through its Director, waive part or all of its rights pursuant to this paragraph 26 by written waiver as specified in Exhibit "D."

27. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

28. Entire Agreement. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

LICENSEE:

Name: Travis County Youth Show

By: Jim Sylvester

Title: ~~Vice President~~ President

Signature: Jim Sylvester

Date: 10/31/11

LICENSOR: TRAVIS COUNTY

By: Roger A. El Khoury, M.S., P.E.

Title: Director, Facilities Management Department

Signature: _____

Date: _____

EXHIBIT A

Travis County Exposition Center - Event Costing Schedule					
Customer:	Jim Sylvester				
Event:	Travis County Youth Show			Date of Event:	Jan. 12-15/21,2012
Item	Details	Unit	Qty	Rate	Amount
Facility Rental Fees	Luedecke Arena - Rental Period is 16 Hours	Day	1	\$ 3,000.00	\$ 3,000.00
	Luedecke Arena for Each Additional Hour	Hour	6	\$ 100.00	\$ 600.00
	Skyline Club - Rental Period is 8 Hours	Day		\$ 950.00	\$ -
	Skyline Club for Each Additional Hour	Hour		\$ 75.00	\$ -
	Banquet Hall - Rental Period is 8 Hours	Day	4	\$ 1,800.00	\$ 7,200.00
	Banquet Hall for Each Additional Hour	Hour	6	\$ 100.00	\$ 600.00
	Show Barn - Rental Period is 12 Hours	Day	4	\$ 900.00	\$ 3,600.00
	Show Barn for Each Additional Hour	Hour	6	\$ 50.00	\$ 300.00
	Outside Show Barn Arena	Day		\$ 200.00	\$ -
	All Grounds - Non-Concert Event	Day		\$ 1,000.00	\$ -
	Part of the Grounds - Non-Concert Event	Day		\$ 500.00	\$ -
	Grounds - Concert Event	Day		\$ 2,000.00	\$ -
	Dressing Room	Day		\$ 100.00	\$ -
	Other - 50% discount by Court Order	DISC	-0.5	\$ 15,300.00	\$ (7,650.00)
	Total Facility Rental Fees				\$ 7,650.00
Equipment Rental Fees	Tables	Each/Event		\$ 6.00	\$ -
	Chairs	Each/Event		\$ 0.50	\$ -
	Picnic Table	Each/Event		\$ 10.00	\$ -
	Portable Bleachers	Each		\$ 20.00	\$ -
	Stalls	Each		\$ 15.00	\$ -
	Pens	Each		\$ 2.00	\$ -
	Cattle Ties	Each		\$ 2.00	\$ -
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -
	Other	Each		\$ -	\$ -
	Total Equipment Rental Fees				\$ -
Custodial Fees	Luedecke Arena	Day	1	\$ 600.00	\$ 600.00
	Skyline Club	Day		\$ 200.00	\$ -
	Luedecke Arena Including Skyline	Day		\$ 775.00	\$ -
	Luedecke Arena Dressing Rooms	Day		\$ 75.00	\$ -
	Banquet Hall	Day	4	\$ 200.00	\$ 800.00
	Grounds	Day		\$ 260.00	\$ -
	Show Barn - One day horse show event	Day		\$ 700.00	\$ -
	Show Barn - Two days horse show event	2-Day		\$ 750.00	\$ -
	Show Barn - Three days horse show event	3-Day		\$ 800.00	\$ -
	Show Barn - Any Event Except Horse Shows Events	Day	4	\$ 200.00	\$ 800.00
	Custodial Services During Event per Custodian	Hour	98	\$ 25.00	\$ 2,450.00
	Stall cleaning	Each		\$ 5.00	\$ -
	Total Custodial Fees				\$ 4,650.00
Other Fees	HVAC - Luedecke Arena	Hour	10	\$ 125.00	\$ 1,250.00
	Forklift - with Driver	Hour		\$ 35.00	\$ -
	Moving and Placing Dirt	Hour	16	\$ 200.00	\$ 3,200.00
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -
	Water Connection	Each		\$ 30.00	\$ -
	Other				\$ -
	Total Other Fees				\$ 4,450.00
ORIGINAL CONTRACT SUM					\$ 16,750.00
DEPOSIT	Non-Refundable = Percent of Original Contract Sum	1		20%	\$ 3,350.00
BALANCE	To Be Adjusted for Additional Services, If Applicable	2		80%	\$ 13,400.00
DAMAGES DEPOSIT	Refundable = Percent of Facilities Rental	3		20%	\$ 2,700.00
PARKING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4			\$ 1,500.00
1. Due at the Time the License Agreement is Signed by the Licensee					
2. Due 30 Days Prior to Commencement of the Event					
3. Due One Day Prior to Commencement of the Event					
4. Due upon Event Conclusion					
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Exhibit "B"

RATE SCHEDULE

A	Luedecke Arena
	Facility Rental Fees:
1	\$3,000 per day – Rental Period is 16 hours
2	\$100 per each additional hour
3	Dressing Room is \$100 per day
4	Damages Deposit is \$600 per Event
	Facility Equipment/Services Charges:
5	HVAC: \$125 per hour (Event Duration Plus 2 hours)
	Custodial Fees:
6	Luedecke Arena Custodial Fee is \$600 per day
7	Luedecke Arena (Including Skyline Club) Custodial Fee is \$775 per day
8	Luedecke Arena dressing Rooms Custodial Fee is \$75 per day
B	Skyline Club (350 Maximum Occupancy)
	Facility Rental Fees:
1	\$1,200 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$240 per Event
	Facility Equipment/Services Charges:
4	Chairs and Tables included in base price
	Custodial Fees:
5	Skyline Club Custodial Fee is \$200 per day
C	Banquet Hall (1,000 Maximum Occupancy)
	Facility Rental Fees:
1	\$1,800 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$360
	Facility Equipment/Services Charges:
4	Table is \$6.00 per each, per event
5	Chair is \$1.50 per each, per event
	Custodial Fees:
6	Banquet Hall Custodial Fee is \$200 per day
D	Show Barn
	Facility Rental Fees:
1	\$900 per day – Rental Period is 12 hours
2	\$50 for each additional hour
3	Damages Deposit is \$180
	Facility Equipment/Services Charges:
4	Stall is \$15 per each, per day (50 stalls free of charge if more than 100 stalls are rented)

5	Pen is \$2.00 per head per day
6	Cattle tie is \$2.00 per head per day
	Custodial Fees:
7	One-Day Horse Show Event = \$200 (Restrooms, Office, Wash Rack, and Common Area)
8	Two-Day Horse Show Event = \$250 (Restrooms, Office, Wash Rack, and Common Area)
9	Three-Day Horse Show Event = \$300 (Restrooms, Office, Wash Rack, and Common Area)
10	All Events Except Horse Shows = \$200 per day
11	Stall Cleaning = \$5.00 per each
	Outside Show Barn Facility Rental Fees:
12	Equestrian Show Barn Arena Fee is \$200 per day (includes indoor warm-up arenas)
E	Grounds
	Facility Rental Fees:
1	All Grounds, Non-Concert Event is \$1,000 per day
2	Portion of the Grounds, Non-Concert Event is \$500 per day
3	All or Portion of the Grounds, Concert Event is \$2,000 per day
	Facility Equipment/Services Charges:
4	Parking Surcharge: one-third of parking charges collected by Licensee
	Custodial Fees:
5	Grounds Custodial Fee is \$260 per day
F	Additional Equipment and Services Charges
1	Table is \$6.00 per each, per event
2	Chair is \$1.50 per each, per event
3	Picnic table is \$10.00 per each, per event
4	Portable bleacher is \$20 per each, per day
5	Forklift is \$35 per hour with driver (one-hour minimum)
6	Moving and Placing Dirt work is \$200 per hour
7	RV parking without hook-ups: \$20 per night
8	RV parking with hook-ups: \$35 per night
9	Electrical Hook-Ups is \$20 for 110-V duplex outlet per each connection (one-time charge)
10	Electrical Hook-Ups is \$25 for 220-V duplex outlet per each connection (one-time charge)
11	Water connection is \$30 per each connection (one-time charge)
12	Custodial Services during any events is \$25 per hour per person
G	Special Consideration
1	15% reduction in facilities rental if all facilities are rented for one event
2	10% reduction in facilities rental for multiyear contracts

Exhibit "C"

INSURANCE COVERAGE REQUIREMENTS

11.1 LICENSEE LIABILITY INSURANCE

The License Agreement specifies those activities that may be permitted upon the Exposition Center premises. Depending on those activities, insurance protection may be required as outlined below. The type and amount of insurance required is shown below. Any questions concerning this insurance requirement should be directed to Travis County Risk Manager, 512-854-9499.

11.1.1 - If insurance is required, Licensee shall purchase and maintain such insurance, and shall likewise ensure that all of his Sub-Licensees purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from Licensee's operations under the License, whether such operations be by himself, by any Sub-Licensee, or by anyone directly or indirectly employed by anyone for whose acts any of them may be liable. If required by the License to provide liability insurance it shall be primary and the following shall be included in each policy's coverage:

1. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by Licensee, or (2) by any other person;
2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
3. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any amusement ride or motorized vehicle for which admission or ticket purchase is required, or which is part of an organized event.

If Licensee or Sub-Licensee offers any type of alcoholic beverage on a complimentary or for-charge basis, the following endorsement is required:

4. Claims for damages because of liquor liability where Licensee or Sub-Licensee sells, provides as part of an organized event or allows consumption of alcoholic beverages in the Licensed Space. **If alcohol is to be sold by concessionaire only, this section may be waived and the License shall be considered as "no alcohol" for purposes of insurance requirements.**
5. Independent Licensees Contingent Liability
6. Personal Injury Liability including claims related to employment

7. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion
8. Liquor Liability Endorsement
9. Amusement Ride Endorsement

11.1.2 - The insurance required by subparagraph 11.1.1 shall include Lease Liability insurance applicable to Licensee's obligations under the License Agreement.

11.1.3 - Licensee shall not occupy the Licensed Space until Licensee has obtained all the insurance required hereunder and certificates of such insurance have been filed with Licensor at least ten (10) business days prior to commencement of the Event and Licensor has reviewed such certificates. Acceptance of the insurance certificates by Licensor shall not relieve or decrease the liability of Licensee. Licensee shall not change or modify the insurance coverage without prior notice to Licensor.

11.1.4 - Licensor shall be named as an additional insured on the policies.

11.2 LICENSES REQUIRING INSURANCE

11.2.1 - Unless otherwise provided in the License Agreement, Licensee shall provide and maintain, until the License expires or is terminated, the minimum insurance coverages in the following schedule. The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

1. Workers Compensation compliant with statutory requirements. Employer Liability for bodily injury or disease in the amount of \$250,000 per occurrence with \$500,000 aggregate limits. **(Required only if Licensee retains employees).**
2. Commercial General Liability Insurance - Minimum Limits:

Leased Facility	Type Of Insurance	Per Occurrence
Banquet Hall	Commercial General/Public Liability	\$1,000,000
Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena and Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Show Barn (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Outside Events	General Liability Insurance (see below)	\$1,000,000
Outside Events (Amusement Rides)	General Liability Insurance (see below)	\$10,000,000

***** Proof of Auto Liability must be presented at time of licensed Event**

Providing the above insurance does not release or limit Licensee from financial responsibility for bodily injury or property damage caused by the negligent acts of Licensee, Licensee's employees, volunteers or Sub-Licensees.

Exhibit "D"

Special Terms and Conditions

1. CONCESSIONS; FOOD & BEVERAGE CATERING:

(a) All food and beverage concessions are provided by G & M Catering. G & M Catering also offers catering services in designated areas of the Center, and will provide such services if requested by Licensee in advance. To discuss and schedule food and beverage catering provided by G & M, please contact:

G & M Catering

Phone: 512-929-8305

Fax: 512-929-8307

Website: www.gmcatering.com

Email:

misty@gmcatering.com OR

sara@gmcatering.com

(b) LICENSEE is permitted to hire outside caterers only as provided in Section 14 of this Agreement. Such permission may be granted only by the Director, in writing, and shall be subject to the terms and conditions set forth below:

[Set forth terms and conditions of outside catering activity here]

2. SECURITY

LICENSEE shall arrange for security personnel in accordance with Section 15 of this Agreement. The number and schedule of security officers must be approved by the Expo Center Director, or authorized County representative, prior to commencement of the Event. To schedule security, please contact

TCSO Off Duty Facilitator

Josie Matthias

Phone: 512-854-7271

Offduty@co.travis.tx.us

3. CONDITIONS and SPECIAL PROVISIONS

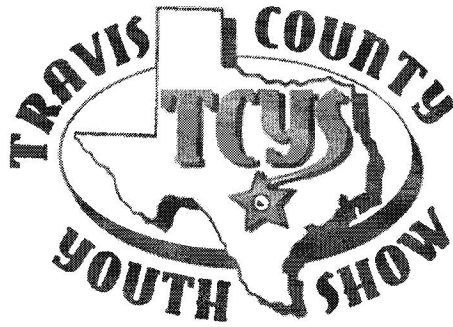
ALL tables and chairs must be rented from the EXPO Center for the rate shown in Exhibit B. If The vent is required to have quantity of chairs that the EXPO does not have, then the Licensee will rent all the Expo Center chairs and tables and be allowed to rent the rest from outside. Expo staff will set up only the portion that are rented from the Expo center.

LICENSEE will not use tape, nails or tacks of any kind on the Expo Center walls, doors, floors, windows, or ceilings except with prior written consent of the LICENSOR.

LICENSEE shall not post or paint any signs at, on, or about the premises or paint the exterior walls of the building except with the prior written consent of the LICENSOR. LICENSOR shall have the right to remove any sign or signs in order to maintain the premises or to make any repairs or alterations thereto.

3. CONDITIONS and SPECIAL PROVISIONS

1. Show Barn set up – Jan 10-11, 2012.
2. Goats only can be moved in to the Show barn on Jan 9-10, 2012 @ no charge.
3. Banquet Hall set up – January 10-11, 2012.
4. Luedecke Arena set-up - January 20, 2012.
5. Security will include APD and TCSO using their own privately owned vehicles on the grounds 24 hours from January 11-21, 2012.
6. Owner will take pens down on the North end of the Show Barn.
7. Additional RV hook-ups will be calculated and paid January 25, 2012.



MEMORANDUM

November 15, 2011

To: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner Pct #1
Sarah Eckhardt, Commissioner Pct #2
Karen Huber, Commissioner Pct #3
Margaret Gómez, Commissioner Pct #4

From: Jim Sylvester, President

Subject: Travis County Exposition License Agreement

The Travis County Youth Show (TCYS) respectfully request that the Travis County Commissioners Court grant us a 50% discount of the use of the Banquet Hall, Luedecke Arena, and Show Barn located at the Travis County Exposition Center.

We would also request that the court make an exception to Section 14, Food and Beverage Catering of the Travis County Exposition Center License Agreement, to allow FFA and 4-H Booster Clubs in Travis County to prepare, cook and serve, at no cost, food and non-alcoholic beverages to the students, parents, and supporters of the Travis County Youth Show, FFA, and 4-H Clubs at the Travis County Exposition Center.

The TCYS and its supporters agree not to bring in any food or beverage into the show barn during the livestock show as not to compete with the current licensed caterer. The TCYS and its supporters agree that we will not bring in, condone or support any private catering company to participate in this event except as approved by the Commissioner's Court.

The dates that will be affected by this exception are January 12 – 15, 2012 during the Livestock Show and Youth Fair, and January 20-21, 2012 during the Youth Fair and Livestock Auction and the PBR rodeo event. The Travis County Youth Show is a 501 (c) (3) organization.

Respectfully Submitted,


Jim Sylvester, President TCYS