



Travis County Commissioners Court Agenda Request

Meeting Date: October 9, 2012

Prepared By: Daniel Perry **Phone #:** 263-9114

Division Director/Manager: Charles Bergh

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a request from Too Cool Racing, LLC, for a License Agreement to host a scavenger dash/race at Pace Bend Park.

BACKGROUND/SUMMARY OF REQUEST:

Too Cool Racing, LLC is requesting the use of Pace Bend Park on November 3, 2012, to host a scavenger dash/race (Backwoods Scavenger Dash). The Too Cool Racing, LLC is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Pace Bend Park. The races are to be confined to the primitive multi-use and mountain bike trails in the interior of Pace Bend Park. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ emergency medical staff to provide security, early hours fee collection and respond to emergency medical calls and to resolve any conflicts with regular park users.

The Backwoods Scavenger Dash is a half day event with several races occurring throughout the day. This will be the second year this event will be held at Pace Bend Park.

Race organizers anticipate that approximately 150 participants will take part in this year's event along with approximately 25-50 spectators.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

The races are scheduled to start at 12:00 (noon) and will conclude no later than 5:00 PM on Saturday, November 3, 2012. This time frame will not significantly impact

regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

By hosting sporting events in our parks, we are attracting new visitors to our recreation areas as well as building positive working relationships with the active outdoor organizations in the central Texas area.

FISCAL IMPACT AND SOURCE OF FUNDING:

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

ATTACHMENTS/EXHIBITS:

- Licence Agreement
- Special Event Checklist
- Event Map
- Copy of Insurance

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Chris Gilmore	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Division Director	Parks	854-9408
Robyn Cantor	Co Owner	Too Cool Racing, LLC	576-5388
Art Cook	Co Owner	Too Cool Racing, LLC	775-1503

CC:

Robert Armistead	Program Manager	Parks	854-9831
Daniel Perry	District Park Manager	Parks	263-9114
Keith Rawlings	Park Supervisor	Parks	264-3951
Daniel Chapman	Chief Park Ranger	Parks	263-9114

: :
0101 - Administrative -

TRAVIS COUNTY PARKS Special Event Checklist

Event information needed

- **Location:** Travis County - Pace Bend Park
- **Name of event:** Backwoods Scavenger Dash
- **Date & Time of event:** November 3, 2012 from 11 am until approximately 5pm.
- **Event Type (complete description and history if applicable):** Off road trail run/scavenger hunt. 2nd year held at Pace Bend Park. Event will involve participants running from checkpoint to checkpoint and performing physical or mental tasks (i.e. push-ups, belly crawls, puzzles, etc.) Digging, tree climbing, alteration/disruption of landscape or other environmental resources are prohibited.
- **Sponsors:** Hammer, Runtex, Hops & Grain, Raw Revolution, Blue Star, Hi Tec, Backwoods
- **Licensee:** Too Cool Racing, LLC
- **Type of organization:** Adventure Race Company
- **Primary contact personnel:** Robyn Cantor
 - Title: Co Owner
 - Address: 1000 Lisa Dr., Austin, TX, 78733
 - Phone numbers: 512-576-5388
- **Secondary contact personnel:** Art cook
 - Title: Co Owner
 - Address: 606 Monaco Dr., Cedar Park, TX, 78613
 - Phone numbers: 512-775-1503
- **Insured by:** FRANCIS L. DEAN & ASSOCIATES, INC.
- **Holder of Insurance:** Too Cool Racing, LLC
- **Estimated number of participants:** 150
- **Estimated number of spectators:** 25
- **Proposed concessionaires/vendors:** No concessions will be present at this event.

- **Special requests:** Post event party with beer and refreshments (participants must follow the “public display of alcohol consumption is prohibited” park rule).
- **Site visit date:** 08/20/12

From the site visit, park staff will determine the following:

- **Law enforcement required (if any):** No park rangers will be needed for this event since routine park operations will not be affected (i.e. direction of travel altered on roadway, diversion of traffic off of roadway, starting/finish line on roadway, traffic control at park entrance station.)
- **EMS coverage (must be TDSH certified) required (if any):** One Texas DSHS EMT will be onsite to provide any medical attention/treatment as needed.
- **Parking issues to be addressed (# volunteers, signage needed, barricades, etc.):** Parking area will be located behind (east) of restroom 11 in a large open field. No volunteers, signage or barricades will be needed. Race parking will not alter or interfere with routine park operations.
- **Access and traffic flow issues to be coordinated (race direction, Start/Finish Line determination, # volunteers, signs needed, barricades, etc.):** Race start/finish line will be located at the East Trailhead off of the paved road (Grisham Trail.) Race will be held within the interior of the park on the multipurpose trails and will not alter or interfere with routine park operations.
- **Additional portable restrooms required:** Not required.
- **Additional dumpsters required:** Not required.
- **Park fee collection issues:** Participants, including racers, event staff and spectators, will pay their own park entrance fees.
- **Public notices required (if any):** Public notice signs giving the name, date, and time of the event will be posted at the park entrance station and at the East Trailhead one week prior to the event.
- **License Agreement coordination:** Keith Rawlings, Pace Bend Park Supervisor. 512-264-3951.
- **Other items as necessary:** None at this time.

DATE (MM/DD/YY)
11/10/2011

PRODUCER
FOR SERVICE CALL:
FRANCIS L. DEAN & ASSOCIATES, INC.
1776 S. NAPERVILLE RD., BLDG. B
P.O. BOX 4200
WHEATON, IL 60189
(800) 745-2409
www.fdean.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A RIVERPORT INSURANCE COMPANY

COMPANY
B

COMPANY
C

COMPANY
D

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

Too Cool Racing LLC.
1000 Lisa Drive
Austin, TX 78733 CERT. #AP151650-00

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	FLDG180411	1/21/2012	1/21/2013	GENERAL AGGREGATE	\$ 2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ 2,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000.00
	<input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS				FIRE DAMAGE (Any one fire)	\$ 300,000.00
					MED EXP (Any one person)	\$ 5,000.00
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> W/C STATUTORY LIMITS	<input type="checkbox"/> OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT	\$
	<input type="checkbox"/> INCL				EL DISEASE - POLICY LIMIT	\$
	<input type="checkbox"/> EXCL				EL DISEASE - EA EMPLOYEE	\$
	OTHER				Total Certificate Premium:	\$637.50

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Trail Run Activities

CERTIFICATE HOLDER

Too Cool Racing LLC.
1000 Lisa Drive
Austin, TX 78733

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Francis L. Dean

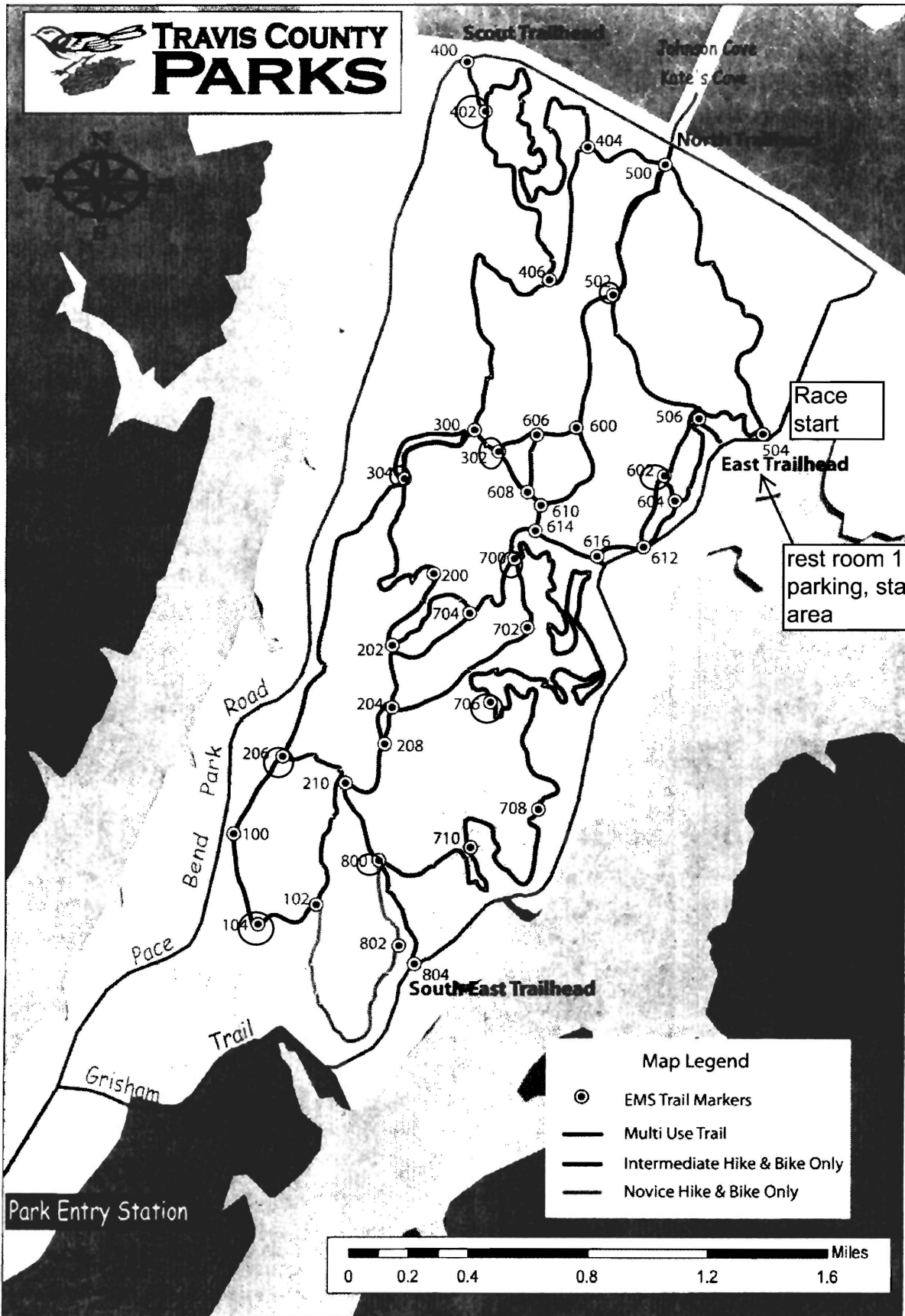
ADDITIONAL INSURED

Date (MM/DD/YY)
11/10/2011

AGENCY	PHONE (A/C, No, Ext): 800-745-2409	APPLICANT (First Named Insured)		Phone (A/C, No, Ext):	
	FAX (A/C, No.): 630-665-7294				
FRANCIS L. DEAN & ASSOCIATES, INC. 1776 S. NAPERVILLE RD., BLDG. B P.O. BOX 4200 WHEATON, IL 60187		Too Cool Racing LLC. 1000 Lisa Drive Austin, TX 78733			
CODE:	SUBCODE:	EFFECTIVE DATE 1/21/2012	EXPIRATION DATE 1/21/2013	CO/PLAN	
AGENCY CUSTOMER ID		POLICY NUMBER: FLDG180411			
		ACCOUNT NUMBER:			

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	LCRA 3701 Lake Austin Blvd. Austin, TX 78703-3598			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE				VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER				OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR				ITEM DESCRIPTION:	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Texas Parks and Wildlife Department Attn: State Parks Business Management Section 4200 Smith School Road Austin, TX 78744			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE				VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER				OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR				ITEM DESCRIPTION:	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Matt Peveto 8200 Sandy Point Road Bryan, TX 77845			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE				VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER				OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR				ITEM DESCRIPTION:	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Travis County Expo Center 7311 Decker Lane Austin, TX 78724			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE				VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER				OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR				ITEM DESCRIPTION:	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	City of Waco P.O. Box 2570 Waco, TX 76702			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE				VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER				OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR				ITEM DESCRIPTION:	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED	Travis County P.O. Box 1748 Austin, TX 78767			LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE				VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER				OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR				ITEM DESCRIPTION:	
<input checked="" type="checkbox"/>	ADDITIONAL INSURED				LOCATION:	BUILDING:
<input type="checkbox"/>	LOSS PAYEE				VEHICLE:	BOAT:
<input type="checkbox"/>	MORTGAGE				SCHEDULED ITEM NUMBER:	
<input type="checkbox"/>	LIENHOLDER				OTHER	
<input type="checkbox"/>	EMPLOYEE AS LESSOR				ITEM DESCRIPTION:	

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.



Pace Bend Park Trail Map

Travis County Texas

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Too Cool Racing, LLC ("Licensee"), a Texas limited liability company.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's Backwoods Scavenger Dash off-road trail run and scavenger hunt (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Event start/finish will be at the east trailhead. The Event will be held within the interior of the park on multipurpose trails and will not impede routine park visitation. Pace Bend Road and Grisham Trail will not be part of the race course. Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas. The License includes the right to bring onto the County Park and to utilize thereon independent contractors and suppliers, personal property, materials and equipment during the term on the License. Public display of alcohol or the consumption and sale of alcohol is prohibited. Intoxicated persons will not be allowed in the park. Visitors who become intoxicated will be removed from the park. Solely for the duration of the License Term, as defined below, the License also includes the right to bring alcoholic beverages into the County Park and to consume such beverages ~~during at a post the Event party~~, an exception to the Travis County Park Rules currently in effect. Such Permission shall terminate automatically upon conclusion of the License Term.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of trail signs and markings along race course, using materials pre-approved by County Park Rangers and staff; (b) preparatory trail maintenance; and (c) pre-Event setup and staging activities;). ~~portable restrooms, as described below.~~ Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. Licensee acknowledges and agrees to refrain from digging, tree climbing, alteration or disruption of landscape or other environmental resources

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only the designated parking area ~~near behind restroom eleven in a large open field~~, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees,

agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion. ~~One ranger will be at the Grisham Trail restroom number eleven to direct traffic as participants and spectators cross Grisham Trail.~~

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not closed for purposes of the Event.

1.7 Licensee shall place public notice signs at fee booth and east ~~East~~ ~~Trailhead~~ at least one week in advance of Event.

II. TERM OF LICENSE

2.1 The License is granted for one day: from ~~approximately~~ ~~7:30~~ 11:00 a.m. until ~~7~~ 5:30 p.m., Saturday, November 3, 2012 (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense:

- (i) ~~all~~ utilities such as electricity, water and garbage management and removal (including the provision of additional dumpsters and trash pick-up);
- (ii) all traffic control devices, public notices, and signage determined to be necessary by Travis County Parks to aid in notifying the public of the Event, directing traffic and parking vehicles;
- ~~(iii) security through employment of two Travis County Park Rangers for a four hour minimum at \$35.00 per hour, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the~~

~~persons and property brought onto the County Park for the purposes authorized under this Agreement; and~~

~~(iviii) one Texas DSHS EMT will be onsite to provide any medical attention and or treatment as needed, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.~~

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting ~~Dan Perry~~ Keith Rawlings at 512.264.3951, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern. Licensee shall ensure that emergency medical responder personnel are on-site throughout the License term. All costs and expenses associated with this EMS obligation shall be the sole responsibility of Licensee.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:	Robyn Cantor Co-Owner Too_Cool Racing, LLC 1000 Lisa Dr. Austin, TX 78733 (512) 576-5388
_____ or _____	Art Cook Co-Owner Too Cool Racing, LLC 606 Monaco Dr. Cedar Park, TX 78613 (512) 775-1503

If to County:	Honorable Samuel T. Biscoe (or successor in office) Travis County Judge P.O. Box 1748 Austin, Texas 78767
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And: Steve Manilla (or successor)
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by either Party may constitute or be construed as a waiver of any breach or default of the other Party that then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

13.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XIV. MEDIATION

14.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XV. ENTIRETY OF AGREEMENT

15.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE: TooCool Racing, LLC

By: _____

Robyn Cantor

Title: Co-Owner

Date: _____

EXHIBIT A
LICENSED AREAS IN PACE BEND PARK
(to be attached)

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)