

State of Texas

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County of Galveston

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Assignment Agreement -Hitchcock Boat Ramp Concession Agreement

This Assignment Agreement is entered into as of the 1st day of April, 2025 (the "Effective Date").

Assignor: Meisha Williams and Randy Williams doing business as Want More Bait Bar & Grill

And

Assignee: Richard and Lindsay Bjerke doing business as The Ramp

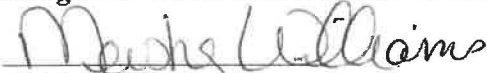
Assignment: The Assignor entered into an Agreement, included as an attachment hereto, namely Hitchcock Boat Ramp Concession Agreement ("Agreement") with Galveston County ("Obligor"). The Agreement has an expiration date of 07/12/2029.

The Assignor wishes to assign all of their rights and obligations under the Agreement to the Assignee. The Agreement requires the prior consent of the County.

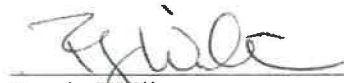
Agreement: The Assignee and the Assignor hereby agree that the Assignor will assign all their right, title, an interest, and delegate all their obligations, responsibilities, and duties, in and to the Agreement, to the Assignee.

The Assignee hereby accepts the assignment of all of the Assignor's obligations, responsibilities and duties under the Agreement and all of the Assignor's rights, titles and interest in and to the Agreement.

Assignors: Want More Bait Bar & Grill



Meisha Williams



Randy Williams

Assignee: The Ramp



Richard Bjerke



Lindsay Bjerke

Agreed and Consented on this 31st day of March, 2025.

Obligor: County of Galveston


Mark Henry, County Judge

HITCHCOCK BOAT RAMP CONCESSION AGREEMENT

STATE OF TEXAS

COUNTY OF GALVESTON

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THIS AGREEMENT IS MADE AND ENTERED INTO effective as of the COMMENCEMENT DATE by and between the COUNTY OF GALVESTON, TEXAS, hereinafter called "COUNTY", and Want More Bait Bar + Grill LLC doing business as Want More Bait Bar + Grill hereinafter called "CONCESSIONAIRE".

DEFINITIONS

1. COUNTY - means the County of Galveston, Texas.
2. CONCESSION - ☒ food and beverage refreshments and/or ☒ bait and fishing supplies and/or ☒ Logoed Apparel and/or () "Want more Bait Bar + Grill LLC"
3. CONCESSIONAIRE - means Meisha Williams and Randy Williams doing business as Want more Bait Bar + Grill
4. CONCESSION PREMISES - means a designated area located adjacent to the Highland Bayou Diversionary Canal on 2nd Avenue, Hitchcock, Galveston County, Texas. The location of the concession premises is more fully shown on the plat attached hereto as Exhibit "A".
5. COMMENCEMENT DATE - Commencement date means the date of execution of this agreement by the County.
6. AUTHORIZED REPRESENTATIVE - means the Director of the County Parks Department or her written designee.
7. AGREEMENT - means this Agreement and the Request for Proposal, Requirements for Submission of Proposal, and Concession Proposal Form attached hereto as Exhibit "B".

RECITALS

WHEREAS, the County owns the tract of land more fully described in the following deed:

Warranty Deed from James P. Nash, et.al., dated October 9, 1973, found of Record in Volume 2419, Page 140 et. seq. of the Deed Records of the County Clerk of Galveston County, Texas; and

WHEREAS, the lands that make up the Concession Premises were acquired as part of the Highland Bayou Diversionary Canal Project (Project). The Project was constructed using federal funds. Upon completion of the Project the County entered into an Operations and Maintenance Agreement with the United States Army Corp of Engineers to maintain the Project indefinitely in the future; and

WHEREAS, the lands that make up the Concession Premises were acquired by the County for spoil disposal purposes associated with the Project. It is important that the paramount use of these lands is that it be used as a spoil disposal site as and when needed as such by the County; and

WHEREAS, subordinate to the possible future paramount use of this land, the County desires to grant to concessionaire an exclusive concession to maintain and operate a "Concession", on Concession Premises; and

WHEREAS, the Concessionaire desires to secure such concession rights in the Concession Premises.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the payments to be made by Concessionaire and the mutual covenants, terms, provisions, conditions herein set forth, the parties hereby agree as follows:

ARTICLE I SCOPE AND USE

1.1 That the County, for and in consideration of: i) the payments to be made by Concessionaire; ii) the terms, provisions and conditions herein set forth; iii) any and all other Concession Agreements, Licenses or Permits heretofore or hereinafter granted and iv) any other conditions, restrictions, covenants, licenses, rights of way or easements affecting the Concession Premises heretofore or hereinafter granted gives to Concessionaire, for the term hereinafter stated, the right to manage and operate the Concession upon the Concession Premises. Upon prior approval of the County being obtained, Concessionaire may also offer such other items of merchandise as are customarily offered for sale under similar circumstances at other bait camp operations within Galveston County.

1.2 No other use of the Concession Premises shall be permitted, unless consent to such use is obtained in writing from the County's Authorized Representative.

1.3 No portion of the Concession Premises is being leased to Concessionaire. Concessionaire is a licensee and not a lessee of the Concession Premises.

1.4 The right of Concessionaire to occupy the Concession Premises shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by Concessionaire.

1.5 The County reserves the right to enter any portion of the Concession Premises for any reason.

1.6 The County also retains the right to enter the Concession Premises and to make any and all repairs and other improvements it deems necessary during the term of this Agreement and any renewals thereof.

ARTICLE II TERM

2.1 This Agreement, unless terminated early by County, shall begin on the commencement date and terminate at midnight nine (9) years after the execution date. The Concessionaire may request the County to exercise two (2) three (3) year renewal options. Such request shall be made in writing to the County no later than 60 days, but no sooner than 90 days, prior to the expiration of the agreement. County may, but is not obligated to grant the request for either renewal.

2.2 County may terminate this Agreement early, with or without cause or for any reason or no reason and without damages or liability to Concessionaire for such early termination, upon one hundred eighty (180) days prior written notice to Concessionaire. In addition, if it is determined by County that the Concession Premises are required for spoil disposal purposes or other purposes associated with the Highland Bayou Diversionary Canal Project, County may similarly terminate this Agreement without damages or liability to Concessionaire for such early termination upon thirty (30) days prior written notice to Concessionaire.

ARTICLE III PERMITS, OTHER AGREEMENTS AND APPROVAL

3.1 This Agreement is granted by the County subject both to all of the terms and conditions of this Agreement, as well as to all design standards and requirements of the County for Concessions. This Agreement will not be effective until it has been approved by the Commissioners' Court of Galveston County and fully executed by the County Judge.

3.2 This Agreement is made and accepted subject to all easements, rights of way, roadways, encroachments, and prescriptive rights, whether of record or not; all previously recorded restrictions, reservations, covenants, and conditions, if any; any and all oil and gas and other mineral leases, mineral severances and other instruments that affect the property; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent they are still in effect relating to the hereinabove described property.

3.3 This Agreement is subject to all necessary Federal, State and/or local permits required for purposes of construction, including but not limited to permits of the U.S. Army Corps of Engineers, and the City of Hitchcock, if any, being secured.

3.4 The lands that make up the Concession Premises were acquired as part of the Highland Bayou Diversionary Canal Project (Project). Upon completion of the Project the County entered into an Operations and Maintenance Agreement with the United States Army Corp of Engineers to maintain the Project indefinitely in the future. The County acquired this land for spoil disposal purposes associated with the Project. It is the only land permanently acquired by the County for such

purposes in the lower reach of the Project. It is therefore imperative that the paramount use of this land is that it be readily available as required as a spoil disposal site as and when needed by the County. This Agreement is subject to this paramount use.

3.5 On July 12, 1999 the County entered into a License Agreement with the City of Hitchcock. This Agreement granted the City the right to construct, use and maintain a road over a portion of the Concession Premises. Currently, this road runs through the parking lot which Concessionaire will be used. This Agreement is subject to this July 12, 1999 Agreement.

ARTICLE IV OWNERSHIP OF TITLE TO IMPROVEMENT

4.1 All improvements already in place upon and within the Concession Premises belong to and shall remain the property of the County during the full term of this Agreement and any renewal thereof. Concessionaire will not commit waste upon, remove, or voluntarily destroy any improvements unless to construct other improvements that meet the requirements specified herein.

4.2 Concessionaire may, from time to time, upon prior written approval being obtained from the County's Authorized Representative, make such permanent changes, alterations and additions to the County-owned improvements (such changes, alterations and additions hereinafter to be called "modifications") as Concessionaire deems desirable for the purpose of maintaining the Concession Premises as an efficient high quality facility, provided: i) such modifications do not diminish the value or utility of the improvements or change the use thereof, ii) all modifications are designed, engineered, developed and once completed, maintained and operated at no expense to the County, and iii) all modifications meet the requirements contained in Article V. Any modifications must either complement the current use of the Concession Premises as a bait camp or be in keeping with Concessionaire's proposed usage of the Concession Premises.

4.3 All modifications made by Concessionaire remain the property of the Concessionaire during the term of the Agreement. Such modifications may not be removed from the Concession Premises prior to the end of the term without prior written consent from the County's Authorized Representative.

4.4 Upon termination of this Agreement, whether by expiration or early termination, the title to all Modifications (as the term is defined in Article V) constructed by Concessionaire and permanently fixed to the Concession Premises shall, unless otherwise directed by County, vest in the County. Upon such termination, Concessionaire shall remove his/her personal property, all non-permanent trade fixtures and such Modifications as the Authorized Representative shall direct, and shall restore the Concession Premises to the same condition it was in at Commencement Date, ordinary wear and tear and damage by unavoidable causes excluded.

ARTICLE V MODIFICATIONS

5.1 Concessionaire covenants and agrees that in the event Concessionaire wishes to make changes to the improvements, or to install or cause to be installed any trade fixtures, shades or awning, or to construct additional improvements on the Concession Premises (e.g. boat storage stalls), (collectively "Modifications"), Concessionaire will, at the Concessionaire's sole cost, risk and expense, and prior to commencement of construction, prepare and submit to the Authorized Representative preliminary plans and specifications of such requested Modifications for review and approval. The Authorized Representative, in turn, will submit such plans and specifications to the U.S. Army Corp of Engineers and the County Engineer to determine if such requested Modifications do not interfere with the requirements of the Corp's Operation and Maintenance Agreement. All of such plans and specifications, including architecture of buildings shall conform to standards of appearance and quality set by the Authorized Representative. Any revisions to Concessionaire's plans and specifications by the Authorized Representative, the Corp or the County Engineer shall be incorporated by Concessionaire into the final plans and specifications for the construction of the Modifications.

Approval of the final plans and specifications will be evidenced by Concessionaire and the Authorized Representative signing a set of the plans and specifications.

5.2 Prior to the commencement of construction of the Modifications, Concessionaire will obtain a building permit, if required, from the appropriate authority or authorities for the construction of the modifications. In addition, Concessionaire shall require his Contractor to furnish to the County, as owner of the Concession Premises, payment and performance bonds in accordance with Chapter 2253 of the Texas Government Code. These bonds will be in an amount sufficient to pay the estimated construction costs of such modifications. Such bonds shall be conditioned that the Concessionaire shall complete the Modifications in accordance with the approved plans and specifications and that the Concessionaire and Concessionaire's Contractors and Sub-Contractors shall pay for all labor, materials, tools, supplies and equipment furnished in connection with the construction. The payment and performance bonds must be approved by the Authorized Representative. The Authorized Representative will then issue a Notice to Proceed to Concessionaire.

5.3 Concessionaire further agrees that upon obtaining the Notice to Proceed he/she will thereafter proceed with reasonable diligence and without unreasonable interruption, to build and construct such Modifications on the Concession Premises. All such Modifications will be constructed in a good and workmanlike manner, substantially in accordance with the plans and specifications and in compliance with the regulations and requirements of all regulatory authorities having jurisdiction. Concessionaire further agrees to allow inspection of the progress to be made by the Authorized Representative. In case of disagreement with respect to the compliance with approved plans, such disagreement will be submitted to the County Engineer, whose decision shall be binding on all points contested. Concessionaire further agrees that all additional utility connections necessitated by the Modifications shall be at Concessionaire's expense.

5.4 Concessionaire agrees, upon completion of construction, to furnish Authorized Representative with a complete set of "as-built" drawings in hard copy mylar and editable soft copy electronic format (Auto Cad). This requirement may be waived by Authorized Representative if the circumstances warrant.

ARTICLE VI CONSIDERATION - OPERATION

6.1 The parties agree that the operations conducted upon the Concession Premises shall be operated at no expense to the County of Galveston. Concessionaire has agreed, during the initial term of this Agreement and all renewals thereof, to pay County a flat fee of One Thousand (\$1000.00) ^{First 6mo. six Hundred per mo. \$600.00} per month. The first payment will be due and payable on the fifth of the month following the commencement date. The first payment may be prorated by dividing the monthly fee by 30 and multiplying it times the number of days in the first payment period. The first payment period is the last day of the month minus the commencement date of the contract. All other payments are due on the fifth of each month thereafter in the amount of the full monthly flat fee listed above.

6.2 Payments shall be by cashier's check or money order. Cash payments and personal checks will not be accepted.

6.3 Concessionaire agrees that all areas of the Concession Premises shall be permanently identified as being publicly owned and operated as a public outdoor recreational facility in all signs, literature, and advertising and that Concessionaire will be identified solely as a concessionaire operating in a public park so as to not mislead the public into believing that the area is private. The 1st priority for parking in this area is for trucks and trailers for the boat ramp. The only designated parking in the area will be for ADA requirements.

6.4 Concessionaire agrees to make the Concession Premises open and available to the public for public use at all times on a nondiscriminatory basis. All fees charged shall be fair and reasonable and nondiscriminatory.

ARTICLE VII TAXES

7.1 It is contemplated that Concessionaire may be subject to ad-valorem taxes upon all Modifications constructed by Concessionaire, as well personal property items, inventory and trade fixtures owned by Concessionaire and used at or in connection with Concessionaire's operations. Concessionaire's interest in this Agreement may also be the basis of an ad valorem tax. Concessionaire covenants to pay such ad valorem taxes as may be lawfully assessed against his/her operations as such taxes become due. Concessionaire also covenants to pay Texas state sales taxes and Federal income taxes as such taxes become due. Concessionaire agrees to provide to County receipts or other certified documentation that all taxes have been paid within thirty (30) days of the due date of such taxes.

ARTICLE VIII BOOKKEEPING

8.1 Concessionaire shall keep full, complete, and proper books, records, and accounts of all gross receipts, both for cash and on credit, of each separate activity, reported monthly. Said books, records and accounts, including any sales tax reports that may be required by any government or governmental agency, will be provided to the County or its authorized agent on the 1st Monday of each quarter – January, April, July & October.

ARTICLE IX REPAIRS AND MAINTENANCE

9.1 Concessionaire covenants and agrees, at Concessionaire's cost and expense, to keep all improvements, both exterior and interior, upon and within the Concession Premises as well as Concessionaire's contents thereon and therein in good and safe condition and to make, at Concessionaire's cost and expense, all repairs and replacements that may be necessary and required to keep same in good, safe and sound condition. Concessionaire also agrees to daily bag all trash and refuse found upon the Concession Premises and to place same in trash receptacle located on the property and to maintain the restrooms in a clean condition.

9.2 Concessionaire will also be responsible for:

- a. Mowing and trimming (Weed Eat) the grassy areas upon the Concession Premises and surrounding County owned areas on a weekly basis during the summer months and as often as determined needed by Authorized Representative during such other months;
- b. Trash removal from the trash receptacle in and around building, parking lots and boat ramps, and
- c. Maintaining exterior lights; and
- d. Maintaining the parking lot.

9.3 County, if and as budgeted funds become available for such purpose retains the right but not the obligation to make such repairs to the existing boat ramp it determines practicable or feasible. County, acting through its agents or representatives shall have the right to enter the Concession Premises, at such times as is required by County for purposes of inspection of same.

9.4 The County, acting through its agents or representatives, shall have the right to impose reasonable regulations to insure proper maintenance care, repair and upkeep of the Concession Premises and surrounding grounds outside of the Concession Premises which need attention. The degree of maintenance, repair and upkeep shall be in keeping with other Beach parks in the area and public parks operated by the County. If Concessionaire neglects or refuses to perform such maintenance care, repair and upkeep, the County may, but is not required to take such actions for the account of Concessionaire. Concessionaire shall promptly reimburse the County for the costs incurred by County on Concessionaire's behalf. Failure on

the part of Concessionaire to repair or maintain the Concession Premises, modifications and personal property items as herein provided, or to promptly reimburse the County as herein provided, shall be grounds for termination of this Agreement. But, such termination will not relieve Concessionaire of his obligation to pay County for such repairs or maintenance charges.

9.5 Concessionaire covenants and agrees to comply with all valid laws, ordinances, rules and regulations now or hereafter made by any governmental authority having jurisdiction in the premises respecting fire, cleanliness, health and safety, and operation of concession sales. Concessionaire also agrees to obtain and keep current any and all permits required by the State of Texas, the County, the City of Hitchcock the U. S. Army Corp of Engineers, and any other applicable entity.

ARTICLE X OPERATION

10.1 Concessionaires shall allow Authorized Representative the right to close or partially close all or any part of the Concession Premises, for potentially dangerous weather situations or other causes determined necessary by Authorized Representative.

10.2 Concessionaire shall comply with all applicable Federal, State, County and City laws governing the operation of the Concession Premises. Violation of any Federal, State, County or City laws ordinances, and/or regulations will be cause for termination of this Agreement.

10.3 Concessionaire warrants that no liens of any type or kind will be voluntarily or involuntarily placed or suffered to be placed on the Concession Premises. Any liens permitted or suffered to be imposed will be cleared by Concessionaire within ten (10) working days.

10.4 Concessionaire shall obtain and pay for all permits or licenses that may be required for the operation of all portions of the Concession Premises. In addition, Concessionaire shall meet all requirements of the County, City and State Health Departments covering the handling and dispensing of food and beverages. Any permits required for operating the Concession Premises must be timely obtained from the appropriate entity.

10.5 All electricity costs for the Concession Premises and the boat ramp will be borne by the Concessionaire. Concessionaire will also be responsible for costs associated with grease trap cleaning. Telephone expenses for the Concession Premises as well as costs for water, sewer, trash and other solid waste disposal, will be the responsibility of the Concessionaire. Gas is not available.

10.6 Concessionaire shall not erect any signs on the Concession Premises and modifications or in the vicinity thereof without obtaining the advance written approval of the Authorized Representative. Concessionaire may enter into advertising relative to the Concession that is consistent with the dignified approach necessitated by the reputation of the Concession Premises. The Concession Premises shall be known by the name set forth in Concessionaire's proposal. The name may not be changed without obtaining the advance written approval of Authorized Representative.

10.7 Concessionaire will manage and operate the Concession at the Concession Premises, providing food and beverages and bait and fishing supplies.

- a. Examples of the variety of food and beverages sold at the Concession Premises may include but are not limited to such items as hot dogs, nachos, popcorn, ice cream, chips, french fries, peanuts, soft drinks (cola, caffeine free, diet, non-cola, non-carbonated, etc...), bottled water, fruit juices, iced tea, beer in cans, coffee and lemonade.
- b. Examples of bait and fishing supplies may include but is not limited to live and dead shrimp, squid, live and dead finger mullet and mud fish, hooks, sinkers, fishing line, corks, bobbers, floats, stringers, ice, ice buckets, fishing licenses and other similar items.
- c. County, acting through its Authorized Representative, may prohibit Concessionaire from the sale or rental of any food, beverage, or item of merchandise that it finds objectionable.

10.8 Concessionaire shall promptly pay all debts incurred by him/her for the purchase of goods or services used by him in the operation of the Concession.

10.9 Concessionaire shall keep the Concession Premises, modifications and surrounding grounds in a clean and sanitary condition at all times. Concessionaire shall store all trash in the existing trash receptacles. If the existing trash receptacles are not sufficient, Concessionaires will provide such additional trash receptacles as are specified by the Authorized Representative.

10.10 The County and its representative(s) shall have access to the Concession Premises, modifications and to each part thereof, during the regular business hours of Concessionaire for the purpose of inspecting Concessionaires operations and his relationship with the public.

10.11 The boat ramp is open seven days a week, year round. The operating period of the Concession Premises shall be conducive to meeting the needs of boat ramp users. Concessionaire will adhere to the schedule set forth in Concessionaire's proposal. This schedule may be changed only upon prior approval of the Authorized Representative.

10.12 Concessionaire may not keep any explosive or hazardous materials on the Concession Premises and Modifications, conduct any offensive occupation thereon, or operate any machinery thereon that may injure the Concession Premises or modifications.

10.13 Vendors shall not be permitted or engaged by Concessionaire within the Concession Premises without prior written approval being obtained by Concessionaire from the Authorized Representative.

10.14 No vending machines shall be permitted within the Park.

10.15 Prices for all services and items shall be clearly posted by Concessionaire.

**ARTICLE XI
EROSION/ PARAMOUNT PURPOSE**

11.1 Concessionaire acknowledges that steady erosion and avulsion caused by moving water within the Highland Bayou Diversionary Canal is a constant problem and that all or a portion of the Concession Premises and Modifications and Concessionaire's trade fixtures, inventory and other personal property may be affected or destroyed. Concessionaire agrees that in the event such erosion or destruction imminently threatens or occurs, the County is not under any obligation: i) to repair to restore any Concession Premises and modifications which may have been lost, ii) to undertake any efforts whatsoever toward recapturing any shoreline lost to such erosion or avulsion, or iii) to reimburse or in any way be responsible to Concessionaire for any damages incurred. Concessionaire agrees that in the event he/she feels any Modifications constructed by Concessionaire are so threatened to undertake (subject to prior approval being obtained by the Authorized Representative and the U. S. Army Corps of Engineers) such steps as are necessary to prevent or minimize such damage.

11.2 As stated in the Preamble to this Agreement, the paramount purpose of this land is that of a spoil site for the Highland Bayou Diversionary Canal. Accordingly, this Agreement is made subordinate to the right of the County to use the Concession Premises as a spoil deposit site for the deposit of spoil without regard to any damages which might be caused to Concessionaire. Should the County decide to use the Concession Premises or any land owned by County adjacent to the Concession Premises for spoil site purposes, County will give Concessionaire thirty (30) days prior written notice of its intention to cancel this Agreement. Upon the expiration of the thirty (30) day notice by County, this Agreement will terminate and Concessionaire, upon request of Authorized Representative, will remove all Modifications and/or trade fixtures, inventory and other personal property from the Concession Premises. In the event Concessionaire fails to comply with this requirement, County shall have the right to remove all such Modifications and other property belonging to Concessionaire and assess the cost of all such work against Concessionaire and Concessionaire will immediately pay the cost.

**ARTICLE XII
LIABILITY INSURANCE COVERAGE**

12.1 Concessionaire covenants and agrees that the Concessionaire will, throughout the term of this Concession Agreement, at the Concessionaire's cost and expense, maintain in force and effect a policy or policies of insurance with deductibles of no more than five thousand (\$5,000.00) dollars in which the County of Galveston, and Concessionaires are named as the insured's.

12.2 This insurance shall be of the kind commonly known as public liability and third party property damage insurance, insuring the insured's against liability under any claim by any third parties for personal injuries or property damage arising out of or related to the Concessionaire's operations, management or control of the Concession Premises and Modifications. The

amount of this insurance shall be not less than the minimum amounts set forth in Chapter 101, of the Revised Texas Civil Practice and Remedies Code, commonly known as the Texas Tort Claims Act, as it presently exists or hereinafter may be amended. Such policy of insurance shall be on the Texas Standard Form and shall be carried in a good and responsible company or companies authorized to do business in the State of Texas.

12.3 The insurance coverage referred to in paragraph 12.2 currently shall be in minimum amounts as follows:

- a. one hundred thousand dollars (\$100,000.00) for damages arising out of bodily injury to or death of two or more persons in any one accident; and
- b. three hundred thousand dollars (\$300,000.00) for damages arising out of bodily injury to or death of two or more persons in any one accident; and
- c. one hundred thousand dollars (\$100,000.00) for any injury to or destruction of property in any one accident.

12.4 If Concessionaire is engaged in any way in the sale of alcoholic beverages, either for consumption on or off the Concession Premises, Concessionaire will also maintain Liquor Liability Insurance with limits of not less than 1 Million Dollars each common cause and 1 Million Dollars aggregate.

12.5 Concessionaire shall furnish the County with a certificate evidencing the issuance of such insurance and the payment in advance of the premiums thereon no later than the date of execution of this Agreement by the County. At least thirty (30) days prior to the expiration of any such policy or policies of insurance, Concessionaire shall renew the same and furnish the County with evidence of such renewal and the payment of the premium thereon.

12.6 Concessionaire agrees, at the Concessionaire's expense, to obtain and maintain during the entire term of this Agreement a policy or policies of Workers' Compensation insurance covering all employees of Concessionaire involved in the operation and management of the Concession Premises and modifications.

12.7 Concessionaire covenants and agrees that the Concessionaire will, throughout the term of this Agreement, at the Concessionaire's sole cost and expense, keep the Concession Premises and Concessionaire's inventory, trade fixtures and personal property items, and all replacements thereof, and all other contents of the Concession Premises insured against loss, damage, and destruction by theft, vandalism, malicious mischief, "windstorm and hail", "fire and extended coverage", and such other hazards as are covered by and protected against under policies of insurance commonly referred to and known as "windstorm and hail", and "fire and extended coverage insurance" in an amount not less than eighty (80%) of the full replacement value of said improvements, personal property items and all other contents. In the event there is damage or destruction to the improvements or personal property items and/or other contents, Concessionaire shall have fifteen (15) days (or such greater periods of time as are permitted by Authorized Representative) after such damage or destruction occurs to repair or replace same. Flood insurance coverage is optional.

12.8 During the construction of any Modifications on the Concession Premises, Concessionaires will also obtain and keep, or cause to be obtained and kept, what is commonly referred to as Builder's Risk insurance in such amounts as is required by the Authorized Representative.

12.9 Concessionaire further covenants that in the event Concessionaire constructs Modifications which stand apart from County's current improvements on the Concession Premises (e.g. boat storage stalls) that he/she will, throughout the term of this Agreement, at the Concessionaire's sole cost and expense, keep such Modifications insured against loss, damage, and destruction by theft, vandalism, malicious mischief, windstorm, fire, and such other hazards as are covered by and protected against under policies of insurance commonly referred to and known as "windstorm and hail", and "fire and extended coverage insurance" in an amount not less than eighty hundred (80%) of the full replacement value of said Modifications. In the event there is damage or destruction to the Modifications, Concessionaire shall have fifteen (15) days (or such greater periods of time as are permitted by Authorized Representative) after such damage or destruction occurs to repair or replace same. Flood insurance coverage is optional.

12.10 Concessionaire agrees to waive any right of recovery against the County for loss or damage to person or property. Concessionaire further agrees that no insurance company or companies with which Concessionaire may maintain any insurance shall be subrogated to any claim of Concessionaire against the County.

12.11 County is under no obligation to furnish insurance coverage of any kind covering the Concession Premises. In addition, in the event of partial or complete destruction of the Concession Premises, County shall have no duty or obligation to make any repairs or to otherwise restore the Concession Premises or any part thereof.

ARTICLE XIII ASSIGNMENT OF AGREEMENT

13.1 This Agreement shall not be assigned or sold in whole or in part unless and until the County, acting solely through its Commissioners' Court, authorizes such assignment or sale, pursuant to duly authorized written Resolution. Such approval of assignment, if made, will be provided to Concessionaire in writing delivered by the County's Authorized Representative.

ARTICLE XIV DEFAULT BY CONCESSIONAIRE

14.1 If, during the term of this Agreement, Concessionaire defaults in the prompt and punctual payment of any amount payable by Concessionaire to the County, or defaults in any other payment provided for herein, or if Concessionaire abandons the premises, or makes default in any other covenant of the Concessionaire contained in this Agreement, including but not

limited to failure to perform necessary maintenance and repairs or to obtain all required insurance, and such default shall continue for fifteen (15) days (ten (10) days in the event of procurement of insurance requirements) after written notice thereof by the County's Authorized Representative to Concessionaire (without being fully remedied within such fifteen (15) or ten (10) day period) or if such default is a kind or nature which is not capable of being physically remedied within such time and the Concessionaire does not begin and proceed diligently to remedy such default within such fifteen (15) or ten (10) day period and continue without interruption (except that if Concessionaire is delayed by strike, lockout, shortage of material or labor, act of God, riot, failure of carriers to transport materials, or by order, regulations or requisition of any governmental authority, or other causes beyond Concessionaire's control, the time of such delay or interruptions shall not be counted against Concessionaire) until the same is completely remedied, the County, acting through its County Commissioners' Court, shall have the right to declare this Agreement forfeited and the Agreement term hereof ended.

14.2 In the event the County declares this Agreement forfeited and the Agreement term ended, the County shall have the right to re-enter the Concession Premises and Modifications, with process of law and to remove all persons or chattels therefrom, as though such date of termination was originally set forth for the expiration hereof, and, except for the payment of all fees or other debts which may accrue through the date of such termination, and the performance of each, every and all of the other obligations of the Concessionaire which may accrue to such date, Concessionaire's obligations hereunder and this Agreement shall cease and terminate and Concessionaire shall be under no further obligation to the County hereunder, provided the Concessionaire surrenders to the County the complete physical possession of the Concession Premises, including the Modifications on or before such date of termination.

ARTICLE XV EMPLOYEES OF CONCESSIONAIRE

15.1 Concessionaire shall at all times employ only those persons of good moral character, and Concessionaire shall not retain any employee that the County considers to be unfit for such employment or otherwise objectionable. All employees of Concessionaire shall be neatly dressed at all times. All employees shall conduct themselves courteously in their relations with the public. Concessionaire shall observe the rate of pay, benefits and working conditions that are being generally paid to persons employed in similar businesses in the County.

ARTICLE XVI QUALITY OF SERVICE

16.1 All items sold by Concessionaire shall be of first rate quality and the service provided by Concessionaire shall be rendered courteously and efficiently. The County's Authorized Representative reserves the right to prohibit the sale of any item(s) that he deems objectionable and shall have the right to order the improvement of the quality of either the

merchandise or the services rendered. Failure of Concessionaire to abide by the terms of this Article shall be grounds for termination of this Agreement.

ARTICLE XVII INDEMNIFICATION

17.1 Concessionaire shall protect, indemnify and save harmless, the County, its Commissioners, officers and employees from and against any and all claims, demands and causes of action of any nature whatsoever for injury to, or death of persons, or loss or damage to property occurring on the Concession Premises and Modifications or in any manner growing out of or connected with Concessionaire's use and occupation of the Concession Premises and Modifications during the term of this Agreement. Concessionaire shall give the County prompt notice of any claim coming to their knowledge that in any way directly or indirectly affects either Concessionaire or the County. All parties shall have the right to participate in the defense of such claim to the extent of their interest.

ARTICLE XVIII FEES AND PRICES

18.1 All fees, charges and prices for services rendered and goods sold by Concessionaire shall be approved by the County's Authorized Representative and shall be competitive with similar sources in the Gulf Coast Region. Concessionaire is granted the right, once said fees, charges and prices are established, to increase same a percentage equal to but not greater than the average annual cost of living index increase for the Houston/Galveston SMSA as established by the Department of Labor. Any increase above this must be approved by the County's Authorized Representative.

18.2 Concessionaire is not granted the authority for allowing free food or services except as may be approved by the County's Authorized Representative.

18.3 Concessionaire's initial proposed fee structure is attached as Exhibit "C".

18.4 Concessionaire may not charge any "launch fee" to any person wishing to use the County Boat Ramp located adjacent to the Concession Premises.

ARTICLE XIX INDEPENDENT CONTRACTOR

19.1 This Agreement is not a contract of employment. No relationship of employer and employee exists between the County and Concessionaire or between the County and any employee or agent of Concessionaire. Concessionaire shall at all times be deemed to be an Independent Contractor. Concessionaire is not authorized to bind the County to any Agreements or obligations. The County shall not be liable for any acts or omissions of Concessionaire, his employees, or his agents in performing the duties prescribed herein.

**ARTICLE XX
NON-DISCRIMINATION**

20.1 Concessionaire agrees that in the use and occupancy of the Concession Premises and modifications, no discrimination of any kind shall be practiced by any party which is based upon a person's race, sex, color, religion, ancestry or national origin, disability, age, military status, or sexual orientation, whether in employment or in the provision of goods and services.

**ARTICLE XXI
AMERICANS WITH DISABILITIES ACT**

21.1 Concessionaire agrees to comply with the American with Disabilities Act, which requires access to the facilities for handicapped, disabled, or differently abled persons.

**ARTICLE XXII
WAIVER OF DEFAULT**

22.1 Any waiver of the County of any default or breach of this Agreement shall not be construed to be a continuing waiver of such default or breach nor as a waiver of permission, express or implied, or any other or subsequent default or breach.

**ARTICLE XXIII
GENERAL CLAUSES**

23.1 All references to the parties of this Agreement and all covenants, conditions and agreements of this Agreement shall apply to and be binding upon the County and Concessionaire and their respective legal representatives, successors and assigns (when assignment is made in accordance with the provisions hereof) as if they were in each case fully named and stated. In this Agreement, both County and Concessionaire are referred to in the singular, plural and/or neuter gender. However, such words and all other terms and words used in this Agreement regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular and plural) and any other gender (masculine, feminine and neuter) as the sense of the writing herein may require number and gender.

23.2 Unless otherwise stated, County's Authorized Representative is authorized to act on the County's behalf on all aspects of this Agreement.

23.3 Any notice required or permitted between the parties under this Agreement must be in writing and shall be delivered in person or mailed, return receipt requested, or may be transmitted by fax as follows:

Hon. Mark A. Henry
County Judge
County Courthouse, 2nd Floor
Galveston, Texas 77550
Fax: (409) 766-2653

with a copy to:

Julie Diaz
Director
Galveston County
Parks and Cultural Services Department
4105 Main St. (FM 519)
La Marque, Texas 77568
Fax: (409) 934-8140

with a second copy to:

Rufus G. Crowder, CPPB CPPO
Purchasing Agent
Galveston County Purchasing Department
722 Moody Avenue (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987

and to Concessionaire at address listed in RFP or at such other address as Concessionaire may designate by written notice to the County.

23.4 This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written.

23.5 Any and all provisions and clauses in this Agreement can be amended or deleted by the County and Concessionaire only by mutual agreement and any such change shall be in writing and attached to this Agreement as an addendum.

23.6 This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this contract shall lie exclusively in Galveston County.

23.7 This Agreement is executed to be effective as of the commencement date.


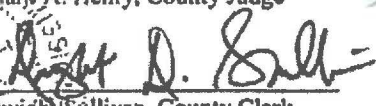
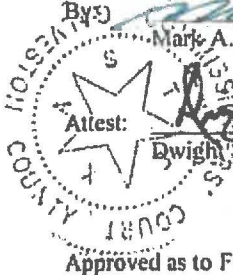
CONCESSIONAIRE:

By: Michael Williams / [Signature]

Date: 06/11/2020

THE COUNTY OF GALVESTON:

The County of Galveston, acting by the through Mark A. Henry, County Judge, pursuant to Order of the Commissioners' Court of Galveston County, Texas, adopted on date indicated below hereby acknowledges that the foregoing Agreement has been submitted to it and that the Court has authorized its execution by the County Judge.

By: 
Mark A. Henry, County Judge
Attest: 
Dwight D. Sullivan, County Clerk

Approved as to Form

Date: July 13, 2020

By: _____
Galveston County General Counsel