

MARGIE R IBARRA  
COUNTY CLERK  
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**WEBB COUNTY FAIRGROUNDS PROMOTOR  
EVENTS MANAGEMENT AGREEMENT**

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WEBB COUNTY, TEXAS

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This Webb County Fairgrounds ("Fairgrounds") Promotor Events Management Agreement (as may be amended, the "Agreement") is made this the 20th Day of November 2023, between G&G PROMOTIONS ("G&G " and/or "Service Provider"), a Texas limited liability company and Webb County, political subdivision of the state of Texas ("OWNER").

WHEREAS, OWNER holds title to the Webb County Fairgrounds located along US-59, at 6010 E. Saunders, Laredo, TX 78043, which contains indoor and outdoor facilities for public and private events (hereinafter referred to as "Events") and contains a pavilion, animal pens, dipping vats, bench seating, warehouse, rodeo arena, gates, a kitchen, a ticket booth, restrooms, an outdoor stage, locations for vendors to sell/provide food and beverage operations, parking, floodlighting, electricity, running water, sewer, and also houses Webb County Employees for maintenance and business operations in connection with the Webb County Fairgrounds ("Webb County Fairgrounds "); and

WHEREAS, Webb County published a Request for Proposal (RFP) titled "RFP 2024-002" seeking, at a minimum, a two-year (2) service agreement with a selected respondent through competitive sealed proposals for a highly qualified promotion management company to bring live entertainment events to the existing Webb County Fairground Facility, including but not limited to booking, producing and marketing events, ticket sale management, promoting live entertainment events consistent with the goals and discretion of the Webb County Commissioners Court; and

WHEREAS, G&G was the sole bidder, and the Webb County Commissioners Court approved said respondent during a special called meeting on November 20, 2023, and

WHEREAS, OWNER desires that G&G provide Event promotional services with budgets and operations structured to attempt to accomplish OWNER's financial needs; and

WHEREAS, G&G has agreed to provide such services on the terms and conditions herein contained; and

WHEREAS, OWNER, Webb County, by and through the Webb County Commissioners Court, considered this Management Agreement on November 20, 2023, and approved this Agreement as being in the best interests of Webb County; and

WHEREAS, OWNER hereby appoints G&G to promote and manage the Events held at the Webb County Fairgrounds, and G&G hereby accepts such appointment on the terms and conditions of this Agreement. Without limiting the generality of the foregoing, G&G shall provide to OWNER the services more particularly set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

The recitals set forth above are included herein for all intents and purposes.

I. TERMS AND CONDITIONS

A. BASIC TERMS:

1. Contract Term: Two (2) years, beginning November 20, 2023, and ending November 19, 2025 (the "Initial Term"), unless extended as provided in this Agreement or unless terminated sooner pursuant to this Agreement. This Agreement may be extended for an additional one-year term beginning on November 20, 2025, and ending November 19, 2026 (hereinafter "Renewal Term") upon approval by Commissioners Court: in the following manner:
  - a. G&G shall provide OWNER with written notice of G&G's desire to renew this Agreement ("Renewal Notice") no less than ninety (90) days preceding the expiration of the Initial Term. Within forty-five (45) days of receipt of the Renewal Notice, OWNER shall provide G&G written notice of OWNER'S decision on whether to renew the Agreement. Such determination shall be in the sole discretion of OWNER.
  - b. OWNER and G&G shall execute an amendment to this agreement to acknowledge acceptance of the Renewal Term; wherein the terms and conditions of this Contract (including any authorized amendments) shall remain the same.
2. The Webb County Fair Grounds and Facility Use Fee Schedule is incorporated into this agreement and set out in Attachment "A."
3. Facility Description: Located at 6010 E. Saunders, Laredo, TX 78043, along US-59, Laredo, TX 78043, and is found as Attachment "B."
4. The singular includes the plural, and words importing one gender include the other gender.
5. The headings in this Agreement are for convenience only and shall not affect its interpretation.
6. "Rental Agreement" shall mean an Agreement between a Customer and Webb County to utilize the Webb County Fairgrounds for an Event.
7. "Customer" shall mean any individual or business entity that will be signing a Rental Agreement for the use of the Webb County Fairgrounds, regardless of the type of Event.

II. RESPONSIBILITIES: WEBB COUNTY

- A. All annual budgets will have explanations for each category of revenue or expenditure and in a format as required by the Webb County Auditor and OWNER's Budget Officer.
- B. All line items within the annual budget shall have sufficient detail and backup data
- C. OWNER shall consider each annual budget and may alter, modify, or amend it in its sole discretion after coordination and consultation with G&G.

- D. Each annual budget, with the exception of the initial operating budget, shall be approved during OWNER's yearly budget process.
- E. The initial operating budget for the Webb County Fairgrounds includes future improvements to the Fairgrounds. At the discretion of the OWNER, it may add the availability of facilities and additional services upon completion of those improvements. Any such improvement plan may be approved, subject to any modifications or changes requested by OWNER, within 45 calendar days of submission or as soon as practical. As such, no rental fees may be charged by G&G, in anticipation of improvements that may or may not be available by the date of any contracted Event. The Webb County Fairgrounds or its amenities may be contracted or promoted as available for rental by G&G for each event **“As Is.”**
- F. Annual operating budgets, business plans, and facility improvement plans (as applicable) will be presented to the Commissioners Court as any new amenities and improvements are cleared to be open for public or private events. Said improvements may be added at the OWNER's sole discretion to this Agreement by way of written amendment.
- G. Setting Fee Schedules for Events by and through its authority.
- H. Promptly respond to the Service provider any request for authorization to modify an Event package at the Webb County Fairgrounds.

### III. RESPONSIBILITIES OF G&G

- A. Arrange and Manage the sale of tickets, Ticketed Events, and Package Events at the Fairgrounds.
  - 1. “Ticketed Events” shall mean live entertainment events held at the Fairgrounds that require the sale of a ticket to attend by any individual and/or business entity.
  - 2. “Package Events” shall mean the Events listed in Attachment “A” or any amendments thereto.
- B. Collect and Deposit Sales Revenue. “Sales Revenue” shall mean the revenue that comes from sales of products and services. “Deposit” shall mean payment to Webb County.
- C. Negotiate with Customers (for non-ticketed private events i.e. weddings, quinceaneras, reunions, etc.) for the sale and the serving of alcohol, subject to obtaining a license from the Texas Alcoholic Beverage Commission (“TABC”) to sell and serve alcohol beverages.
  - 1. Liquor License: G&G or its affiliate shall process, when applicable to an Event or, if required by law, an application for beer, wine, and mixed-beverage liquor license for the Events on the Fairgrounds. Upon issuance of such license, G&G shall comply with the agreed Beer & Alcohol Concession Rental Fee and shall make payment to Webb County for the Concession. For purposes of this paragraph “Concession” shall mean a location, bar, booth and/or open area designated as space for serving alcoholic beverages.
- D. Use a software program to track ticket sales for transparency purposes.

1. Software should provide an itemized report(s) or the ability to generate a report that G&G shall provide with its own report to the Fairgrounds Director. The report(s) shall have, at the minimum, itemized:
  - i. Number of tickets printed
  - ii. Number of tickets sold
  - iii. Number of tickets Redeemed and
  - iv. Number of complimentary tickets gifted and to whom
  - v. Number of attendees at each Event
  - vi. Whether alcohol was sold and/or served at the Event and a copy of all alcohol and liquor purchases
  
- E. Promote Events and Work with other promoters and/or investors to bring ticketed Events to the fairgrounds, including the use of Complimentary Tickets and announcing the locations for individuals or entities to purchase Tickets.
- F. Within ten (10) days submit a report and remit payment to Webb County after the ticketed event is closed.
- G. G&G will Promote and Manage the Events held at the Webb County Fairgrounds in a good, workmanlike, and professional manner by: Managing all hiring, training, and termination of all G&G Promotion LLC management and personnel, including administering all labor relations, if any. Should G&G appoint a General Manager to monitor Event(s), said individual shall be subject to the Fairgrounds Director's approval as set out in the Request for Proposal.
- H. The Service Provider shall use its own employees, hire security, and shall be responsible through the Service Provider's insurance for liability on the premises and for the services rendered to Webb County herein. The Service Provider shall invoice promoters and/or investors for Security costs.
- I. G&G shall provide and supervise all personnel necessary to offer requested services for Events at the Webb County Fairgrounds.
- J. The Promoter shall pay all payroll and personnel costs associated with the requested services while arranging for and employing competent management personnel trained in all the necessary facets of Events management and with sufficient experience in the industry to oversee the Webb County Fairgrounds Events.
- K. The Service Provider shall be responsible for all equipment, materials, and supplies necessary to set up the Fairgrounds with personnel, alcohol sales, and security at each ticketed Event.
- L. The Service Provider shall be responsible for all required State and local permits to provide services requested on a ticketed Event basis and when applicable.
- M. All personnel, volunteers, and/or interns shall be considered employees of G&G.
- N. Deploy Service Provider's staff and shall subcontract for other services for resources to ensure proper care and safety at the Webb County Fairgrounds during an Event;
- O. G&G shall adhere to all state and federal employment laws while in the performance of any and all duties outlined by this Agreement.

- P. Plan and budget for future Events by collecting data such as Event(s) attendance, ticket sales, food and beverage sales, and rentals. Said plan and budget, along with daily and monthly point of sales reporting, will be provided to the Webb County Fairgrounds Director. Said reports shall aid in verifying compliance with OWNERS accounts payable and receivables for financial transparency and auditing purposes. Reports shall include all supporting documentation for services rendered by G&G.
- Q. Arranging for the purchase of such supplies and equipment as is reasonably necessary to operate the Webb County Fairgrounds by utilizing OWNER's purchasing processes and procedures or other methods acceptable to OWNER and compliant with State law governing County purchasing regulations; this paragraph does not authorize any reimbursement of expenses not expressed in this Agreement that G&G incurs with respect to any Event. The OWNER shall provide its employees to prepare any requests for the purchase of supplies and equipment for the Fairgrounds that require an agenda item to be approved by a majority of the Commissioners Court governing body.
- R. Coordinate with OWNER to cause the Webb County Fairgrounds to operate in compliance with applicable laws and regulations when required before a scheduled Event.
- S. G&G has the authority to implement by way of requesting OWNER to enhance the Webb County Fairgrounds for purposes of improved guest service(s) and community outreach for Events.
- T. Oversee the planning and implementation of all marketing, including developing and executing a business plan that utilizes the Webb County Fairgrounds package plan(s) for Events such as tournaments, catering, carnivals, rodeos, political events, e-marketing, promoting the food and beverage operation for Events, implementing pricing and revenue management techniques for all Events, and publishing to the appropriate media and/or advertising of the Event. The Webb County Auditor shall have the right of access to all documentation upon written demand or as part of any report submitted by G&G.
- U. Unless otherwise directed by OWNER, all contracts and agreements that relate specifically to the Webb County Fairgrounds shall be entered into by, through, and in the name of OWNER. No contract or agreement shall be entered into without OWNER approval.
- V. G&G and OWNER shall implement a process for the prompt payment of all operating expenses of Events and said process shall include the County Auditor's right to verify the receipts and expenses associated with each Event held at the Webb County Fairgrounds and any other reports or documents requested by the County Auditor. The County Auditor or his agents may audit any invoice for payment to G&G.

#### IV. SPECIAL PROVISIONS:

- A. G&G shall comply with the following special provisions for each Event:
  - 1. Complementary Tickets:

- a. As is customary within industry standards regarding Ticketed Events, a certain number of complimentary tickets may be set aside to promote the event.
  - b. The Promotor of an Event shall provide Webb County 60 tickets as complimentary tickets and shall be delivered to the Webb County Fairgrounds Director.
  - c. If the Promotor chooses to, the Promoter may request from the Service Provider no more than 100 complimentary tickets. Complimentary Tickets under this provision shall be used solely for the purpose of promotion of the Event; said promotions may include television and/or radio giveaways.
  - d. The promotor shall provide Webb County with SIX (6) Complimentary Very Important Person (“VIP”) tables, when applicable to Ticketed Events, at no Cost to Webb County. VIP tables shall not be interpreted to come from the complimentary tickets and shall be delivered to the Webb County Fairgrounds Director.
2. Non-Profit Status:
    - a. When a potential Customer seeks a Rental Agreement at the Fairgrounds, prior to entering into the agreement with a Customer, the Non-Profit Status of the Customer shall be made part and attached to any Event Agreement. The Service Provider, while organizing and seeking to schedule Events at the Fairgrounds, shall inform any potential Customer of this requirement prior to the execution of the Event Agreement with the Customer.
  3. Fee waivers:
    - a. G&G shall not waive any fee provisions to secure a Rental Agreement with a prospective Customer unless such waiver has already been approved under the Commissioners Court Fee Schedule or any amendments thereto. The Fee Schedule shall be placed in a conspicuous location, displaying the costs of renting the Webb County Fairgrounds or any of its facilities for an Event. The Fee Schedule shall be made available to the public when the Service Provider seeks prospective Customers.
  4. Customer Insurance:
    - a. G&G may not waive any insurance provisions to secure a Rental Agreement with a prospective Customer.
  5. Bonding:
    - a. G&G may not waive any bonding provisions to secure a Rental Agreement with a prospective Customer.
- B. Subrentals are prohibited, and therefore, it is the responsibility of G&G to inform and report any attempt by an entity or individual to utilize a discounted package, fee waiver, or negotiated special rate approved by the OWNER’s Fairgrounds Director by misrepresenting the individual or entity sponsoring the Event.

V. FEDERAL, STATE, AND COUNTY LAWS AND REGULATIONS

- A. 2 CFR § 200.323 Procurement of Recovered Materials requires that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- C. The Service Provider shall comply with the Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended.
- D. The Service Provider shall not discriminate against any person on the basis or status as a disabled veteran or veteran of the Vietnam era in the performance of this Agreement. G&G shall remain in full compliance with its obligations, if any.
- E. The Service Provider shall provide services in full compliance with all civil rights laws and regulations, and there shall be no discrimination of race, color, creed, sex, national origin, or religious preference in the performance of any and all duties outlined by this Agreement. All programs and services provided by the Service Provider under this Agreement shall be provided in accordance with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C.2000 (d)), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 3 et seq.), Age Discrimination Act (42 U.S. C. 6101 et seq.) Executive Order 11701, as amended; (c) Executive Order 11 246, as amended; (d) Rehabilitation Act of 1973, as implemented by 41 CFR 60-74 1, as amended.
- F. G&G shall not discriminate against any employee or applicant because of race, color, creed, sex, age, national origin, or non-disqualifying handicap. G&G shall not discriminate because of race, religion, color, ancestry, sex, national origin, or non-disqualifying handicap against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall G&G or its employees publicize the Webb County Fairgrounds in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, national origin, or non-disqualifying handicap, nor shall the Webb County Fairgrounds be so used.
- G. Conflict of Interest: G&G must disclose any existing or potential conflict of interest relative to the performance of the requirements of this Agreement. Examples of potential conflicts may include an existing business or personal relationship between G&G, and its principal servicers with any affiliate or subcontractor to perform the terms of this Agreement with the County. Similarly, any personal or business relationship between the Respondent, the

principals, or any affiliate or sub-Respondent with any employee of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in the termination of this Agreement.

- H. G&G must reveal any past or existing relationship between the County, its principal, employees, or any affiliate or subcontractor with any County agency, entity, County employee, or another person in any way involved in the County's procurement and/or contracting processes. It shall be the sole prerogative of the County to determine if such relationship constitutes a conflict of interest. By submitting G&G's proposal in response to RFP 2024-002, G&G affirmed that they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement and more specifically to any member of the Webb County Governing Body. The contract or contracts in this solicitation are subject to Texas Govt. Code Sec. 2261.252(b) prohibits Webb County from entering into contracts with certain private vendors in which certain Webb County officers and employees have a financial interest. Said duty shall continue during the initial and any renewal term with G&G, and this Agreement shall include its affirmation filed with its PROPOSAL, the statement that it is not prohibited from entering into a contract with Webb County as a result of a financial interest as defined under Texas Govt. Code Sec. 2261.252(b).

## VI. NOTICES

- A. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when.
- a. Any notice, document, or other item to be given, delivered, furnished, or received in writing and personally delivered to an officer of the applicable party, and sent by e-mail, receipt of which is confirmed; or
  - b. Upon delivery by a national overnight courier service to the addresses set forth in this Agreement or such other address as the party has notified the other party is their current delivery address; or
  - c. United States Postal Service five (5) days, counted the day after the notice was mailed to the other party by certified mail, return receipt requested, postage prepaid.

### B. ADDRESSES FOR NOTICES:

IF TO G&G PROMOTIONS, LLC:

Belinda Guerra Meurer

G&G PROMOTIONS, LLC

6402 N Bartlett Unit 1 Laredo, Texas 78041

Cell: (956) 740-9020

Email: [belinda93@icloud.com](mailto:belinda93@icloud.com)



IF TO WEBB COUNTY/OWNER:

Webb County  
Attn: Webb County Judge  
1000 Houston St., 3rd Floor  
Laredo, Texas 78040

COPIES REQUIRED:

Webb County Commissioners Court Administrator  
Attn: Administrator Re: Webb County Fairgrounds  
1000 Houston St., 2nd Floor  
Laredo, Texas 78040  
Email: Lrmedford@webbcountytx.gov

Webb County Civil Legal Division  
Attn: Civil Legal Division Re: Webb County Fairgrounds  
1000 Houston St., 2nd Floor  
Laredo, Texas 78040  
Email: Nbratton@webbcountytx.gov

VII. REPRESENTATIONS AND RESPONSIBILITIES

- A. Each party hereby warrants and represents that it has full authority to enter into this Agreement and to perform hereunder. Each party agrees to cooperate with the other and its officers, employees, agents, and contractors in connection with this Agreement.
- B. Confidentiality. Any confidential information provided to or developed by the Service Provider in the performance of this Agreement shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization without the prior written approval of the County.

VIII. RESTRICTIONS

- A. Subject to any provisions to the contrary herein contained, G&G may not subcontract the whole or any part of the performance of its obligations and duties herein of G&G, or any other person, firm, or corporation not approved by OWNER. The subcontracting of the whole or any part of G&G's obligations and duties as aforesaid shall not relieve G&G from liability for performing its obligations and duties hereunder.
- B. Upon expiration of the term of this Agreement, or the prior termination of this Agreement, and in any year before such expiration or termination, G&G agrees and covenants to cooperate fully with OWNER or OWNER's designated successor manager (subject to compliance with the restrictions elsewhere in this Agreement) in the smooth and businesslike transfer of the operations of Webb County Fairgrounds including but not limited to the assignment of accounts, contracts, policies, licenses, permits and improvements in connection with the Webb County Fairgrounds to OWNER or OWNER's designees, except such proprietary rights as to which G&G has the sole or

exclusive rights, and Service Provider agrees and covenants to execute all documents required or convenient to accomplish any such transfer in a timely, effective and efficient manner. On the expiration or the termination of this Agreement for any reason, all Webb County Fairgrounds property and interests therein, including cash, accounts, books, records, contracts, policies, licenses, permits, and improvements of the Webb County Fairgrounds, its facilities, property, except proprietary rights as to which G&G has the sole and exclusive rights, and property as to which the parties have agreed shall be the property of G&G, will be promptly turned over to OWNER and be the property of OWNER. OWNER shall assume the rentals/leases of all equipment located at the Webb County Fairgrounds. G&G shall execute and deliver to OWNER all documents necessary to legally effectuate each of the transactions. Unless otherwise agreed to in writing by the parties hereto, G&G shall remove its personnel and personal property from the Webb County Fairgrounds upon such expiration or termination. Upon such expiration or termination, G&G shall surrender to OWNER all cash and other assets of the Webb County Fairgrounds that may be in the possession of the G&G or its employees, agents, volunteers, or sub-service providers. The duties of G&G set forth in this section are expressly conditioned upon OWNER'S full payment of any fee due upon termination as set out in this Agreement.

- C. G&G shall not make, or suffer to be made, any alterations of the Webb County Fairgrounds or any part thereof if such alternation results in damage to the Webb County Fairgrounds or would require cleaning or repairing the property after an Event unless such alterations are already included within the then approved Commissioners Court Fee Schedule or Event plan. G&G shall use its best efforts to keep the Webb County Fairgrounds free from any liens arising out of any work performed, services rendered by agreement between any promotor and/or any service provider for services rendered, material furnished, or goods provided to the G&G for Events held at the Webb County Fairgrounds.

## IX. INSURANCE PROVISION

- A. The following insurance provisions shall apply to this Agreement, and the Service Provider shall comply with each and every condition contained herein. The Service Provider shall provide and maintain, while this Agreement is in effect the minimum insurance coverages as follows:
  - 1. Commercial General Liability insurance at a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained, covering the Service Providers obligations contained in this Agreement.
  - 2. Workers' Compensation insurance at statutory limits, including employee liability coverage, a minimum limit of \$1,000,000 for each occurrence of each

accident/\$1,000,000 by disease each-occurrence/\$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following the form. The Service Provider may maintain reasonable and customary deductibles, subject to approval by Webb County.

- B. For the term of this Agreement, G&G will carry reasonable amounts of liability and property and contents insurance, insuring all Webb County Fairgrounds assets and operations, including improvements now or hereafter located on the Webb County Fairgrounds real estate, against loss or damage by fire and other casualty, including theft, vandalism, and malicious mischief; and such other risks common to Webb County Fairgrounds properties. G&G will also provide additional insurance coverage as it considers necessary and standard for the operation of an Event at the Webb County Fairgrounds, including but not limited to automobile and liquor liability insurance/DRAM shop insurance. G&G, at its discretion, may provide crime and business interruption coverage. To the extent available, all of the foregoing insurance policies shall include waivers of subrogation, shall provide coverage from cross liability among co-insureds, and shall name Webb County as an additional insured. G&G shall be responsible for arranging for workers' compensation insurance for G&G employees located at the Webb County Fairgrounds. The cost of such insurance shall be an operating expense of G&G.
- C. G&G shall maintain other insurance to cover the Service Provider that is usual and customary with services that G&G will provide at the Webb County Fairgrounds. Such insurance will be an operating expense of G&G.

## X. COMPENSATION

- A. The following payments and consideration shall be made to G&G for the services to be provided by G&G under this Agreement:
  1. Compensation is set forth in Attachment "C" to be paid to G&G, with the first payment payable within ten (10) days of the execution of this Agreement and only after the Event has been concluded.
  2. In conformance with § 2251.021 of the Texas Government Code. A payment by a governmental entity under a contract is overdue on the 31st day after the later of:
    - a. the date the governmental entity receives the goods under the contract;
    - b. the date the performance of the service under the contract is completed;or

- c. the date the governmental entity receives an invoice for the goods or service.
3. G&G shall guarantee revenues from the ticket sales and alcohol booth rentals at the Webb County Fairgrounds as set out in Attachment "C."

#### XI. RECORDS, ACCOUNTS AND REPORTS

- A. G&G shall have a point-of-sale system for Events held at the Webb County Fairgrounds and maintain records of the fees, revenues, and cost of operations of the Webb County Fairgrounds Events and all transactions related to the Webb County Fairgrounds accurate in all material respects with periodic reporting to the OWNER. Said records shall be held for five (5) years after the termination of this Agreement or its renewal, whichever is later.
- B. OWNER shall have the right, upon request, to examine all books and records and to, at OWNER's expense, request an audit.
- C. G&G is required to immediately or timely, as the case may be, disclose to Webb County and Appropriate Texas State Agency the following:
  1. If any Person who is an employee or director of G&G or SUB-SERVICE PROVIDER is required to register as a lobbyist under Texas Government Code Chapter 305 at any time during the term hereof, G&G or the SUB-SERVICE PROVIDER shall provide Webb County and the appropriate State Agency timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305;
  2. If any Person who is an employee or SUB-SERVICE PROVIDER of G&G is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary or a United States congressman or senator) during the term hereof;
  3. Report any actions or citations by federal, state, or local governmental agencies that may affect G&G or SUB-SERVICE PROVIDER licensure status or its ability to provide Services hereunder.

#### XII. RESPONSIBILITY TO NOTIFY AND REPORT EXPENSES

- A. OWNER shall pay and be responsible for all costs and expenses of maintaining, operating, and supervising the property of the Webb County Fairgrounds when no Events are scheduled, including, but not limited to, the following:
  1. All costs and expenses of any maintenance of the Webb County Fairgrounds associated with general wear and tear of the property; However, this does not waive nor excuse the Service Provider notifying and encouraging any promotor from inspecting the property before an Event commences and requiring that any Renter confirm their own independent inspection of the rental property prior to the Renter's scheduled Event.

2. All expenditures incurred by each Event may include notice of necessary or emergency repairs along with any needed maintenance, equipment, and supplies to comply with this Agreement.

### XIII. UTILITIES

- A. Shall be at the expense of G&G.

### XIV. GENERAL ADMINISTRATIVE EXPENSES AND ACCOUNTING COSTS, INCLUDING FORMS, EVENT CONTRACTS, AND CHECKS

- A. OWNER is responsible for providing sufficient funds to cover Non-Event operating expenses for the Webb County Fairgrounds. G&G, acting as an authorized independent contractor for promoting Events, will collect fees, sales revenues, revenues, or money on behalf of Webb County for Events.
- B. G&G may cause the Webb County Fairgrounds to incur an expense (i) that is included in the approved annual operating budget or (ii) that is needed to remedy any emergency that, in G&G'S professional judgment, is potentially hazardous, unsafe or damaging to the Webb County Fairgrounds or to persons reasonably expected to be present at the Webb County Fairgrounds (e.g., employees, patrons, authorized visitors) ("Emergency Expenditure"). G&G shall notify the OWNER and provide the means to address the emergency before the scheduled Event.
- C. G&G shall not cause OWNER to incur any expense that is not consistent with the annual operating budget without the prior written consent of the OWNER, except in the case of an emergency (as elsewhere provided in this Agreement) or as otherwise provided in this Agreement. G&G shall not enter into any contract, even if otherwise authorized hereunder, which binds or purports to bind OWNER or the Webb County Fairgrounds without OWNER's prior written approval. Said expense, repair, remediation, lease of equipment, rental agreement, or service to repair or remediate the Webb County Fairgrounds if required for an Emergency as stated above, then G&G shall request in writing to the Commissioner Court or its designee to repair or remediate the hazardous or unsafe condition. The OWNER may, at its discretion, utilize its employees or seek a vendor to repair or remediate a hazardous or unsafe property condition.
- D. Notwithstanding any other paragraph, G&G shall have the duty to notify Webb County of any known Emergency Expenditures or repairs needed to protect the general public on said premises before, during, and after an Event at the Webb County Fairgrounds.

### XV. TERMINATION

- A. The term of this Agreement shall be for the Initial Term plus Renewal Terms, if applicable.
- B. This Agreement May be Terminated:

1. At any time by mutual agreement between G&G and OWNER or in the event of a sale of the Webb County Fairgrounds.
  2. Upon the failure of the defaulting party to correct a material breach of this Agreement, the non-defaulting party must provide written notice of the default to the defaulting party. The defaulting party has TEN (10) calendar days to remedy the breach unless the breach is of a type that requires longer than TEN (10) calendar days to cure. If the breach requires more than TEN (10) calendar days to cure, the defaulting party must take diligent mitigation steps before the end of the TEN (10) day period and diligently pursue the cure thereafter. This applies to all matters except those subject to subsection 4 below. Any notice given pursuant to this subsection must specify the full particulars of the default alleged and may suggest a remedy to the breach.
  3. In the event of negligence in the operations of the Webb County Fairgrounds by G&G, upon written notice from OWNER.
  4. Immediately upon written notice from G&G to OWNER in the event OWNER fails to make any required repairs to the Webb County Fairgrounds that cause or prevent the scheduling of Events at the Webb County Fairgrounds to be postponed indefinitely.
  5. In the event OWNER sells the Webb County Fairgrounds, it shall be deemed a termination without cause. G&G shall receive ninety days written notice of the termination, and OWNER shall compensate G&G by paying the fees earned by G&G under this Agreement.
- C. Should either party terminate this Agreement, a complete accounting shall be made by the parties within thirty (30) days after such termination.

## XVI. INDEMNITY

- A. G&G SHALL, AT IT SOLE COST AND EXPENSE DEFEND, HOLD HARMLESS AND INDEMNIFY OWNER (WEBB COUNTY) AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, DESIGNATED VOLUNTEERS, SUCCESSORS, ASSIGNS, AND OTHER AFFILIATED ENTITIES SERVING AS INDEPENDENT CONTRACTORS ON OWNER'S BEHALF (COLLECTIVELY "INDEMNITEES"), FROM AND AGAINST ANY AND ALL DAMAGES, COSTS, EXPENSES, LIABILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, EXPENSES, JUDGMENTS, PENALTIES, LIENS, AND LOSSES OF ANY NATURE WHATSOEVER, INCLUDING FEES OF ACCOUNTANTS, ATTORNEYS, OR OTHER PROFESSIONALS AND ALL COSTS, ASSOCIATED THEREWITH AND THE PAYMENT OF ALL CONSEQUENTIAL DAMAGES (COLLECTIVELY "LIABILITIES"), AT LAW OR IN EQUITY, WHETHER ACTUAL, ALLEGED OR THREATENED, WHICH ARISE OUT OF, ARE CLAIMED TO ARISE OUT OF, PERTAIN TO, OR RELATE TO ACTS OR OMISSIONS OF G&G, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES,**

**SUB-CONTRACTORS, MATERIALMEN, CONSULTANTS OR THEIR OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES (OR ANY ENTITY OR INDIVIDUAL THAT CONSULTANT SHALL BEAR THE LEGAL LIABILITY THEREOF) IN THE PERFORMANCE OF THIS AGREEMENT, INCLUDING THE INDEMNITEES' ACTIVE OR PASSIVE NEGLIGENCE EXCEPT FOR LIABILITIES ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEES AS DETERMINED BY COURT DECISION OR BY THE AGREEMENT OF THE PARTIES. G&G SHALL DEFEND THE INDEMNITEES IN ANY ACTION OR ACTIONS FILED IN CONNECTION WITH ANY LIABILITIES WITH COUNSEL OF THE INDEMNITEES' CHOICE, AND SHALL PAY ALL COSTS AND EXPENSES, INCLUDING ALL ATTORNEY'S FEES AND EXPERT COSTS ACTUALLY INCURRED IN CONNECTION WITH SUCH DEFENSE. G&G SHALL REIMBURSE THE INDEMNITEES FOR ANY AND ALL LEGAL EXPENSES AND COSTS INCURRED BY INDEMNITEES IN CONNECTION THERWITH.**

#### XVII. REPRESENTATIONS AND WARRANTIES

A. OWNER represents and warrants to G&G as follows:

1. OWNER is duly organized and validly existing under the laws of the state of its creation, is qualified to do business and is in good standing in the state in which the Webb County Fairgrounds is located, with full power and authority to enter into and execute this Agreement and to consummate the transactions contemplated hereby. OWNER has received all requisite partner or corporate approvals necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement constitutes the legal, valid, and binding obligation of OWNER, enforceable against OWNER in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.
2. Except as disclosed in writing to G&G before the execution hereof or announced in RFP 2024-002, and to the best of OWNER's knowledge, OWNER has not received written notice from any governmental authority that the existing use, maintenance, and operation of the Webb County Fairgrounds or any portion thereof violates any law or ordinance which has not been cured and to the best of OWNER'S knowledge, the Webb County Fairgrounds is currently in compliance with applicable laws and ordinances, including, without limitation, applicable liquor license rules and REGULATIONS. OWNER has not received any written notice from any mortgagee, insurance company, fire marshal, or building inspector requiring or requesting the performance of any work or alterations to the Improvements which has not been performed.

3. OWNER has filed all federal, state, county, municipal, and city income and other tax returns and reports required to have been filed by OWNER with respect to the Webb County Fairgrounds and has paid all taxes that have become due pursuant to such returns or pursuant to any assessments received by OWNER or is contesting such taxes in accordance with the requirements of applicable law.
4. There are no actions, suits, or proceedings pending or, to the best of OWNER's knowledge, threatened in any court or before or by any governmental authority against or affecting OWNER or the Webb County Fairgrounds, except as disclosed in Exhibit A attached hereto and made a part hereof.
5. There are no pending eminent domain or condemnation proceedings against the Webb County Fairgrounds or any part thereof, and to the best of OWNER's knowledge, no such proceedings are presently threatened or contemplated by any authority with the power of eminent domain.
6. The OWNER is unaware of any contracts or other obligations outstanding for the sale, exchange, or transfer of the Webb County Fairgrounds or any portion thereof.

B. G&G represents and warrants to OWNER as follows:

1. G&G is duly organized and validly existing under the laws of the state of its creation as a TEXAS limited liability company and is qualified to do business and in good standing in the state where the Webb County Fairgrounds is located, with full power and authority to enter into and execute this Agreement and consummate the transactions contemplated hereby. G&G has received all requisite partner or corporate approvals necessary for the execution and delivery of this Agreement and the consummation of the transactions contemplated herein. This Agreement constitutes the legally valid and binding obligation of G&G, enforceable against G&G in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization, or other similar laws affecting debtors' and creditors' rights generally and general equitable provisions.

## XVIII. CONFIDENTIALITY

- A. Each party at all times hereafter shall attempt to preserve the secrecy and confidentiality of all the other party's confidential information (as defined hereafter) as it relates to the operation of the Webb County Fairgrounds and its facilities and shall not attempt to use or in any way appropriate the same to compete between the parties to this Agreement use and shall not knowingly disclose or knowingly permit to be disclosed to any person (other than employees of OWNER and G&G) confidential information without the prior written consent of the applicable party, except as required by law. Nothing contained in this Agreement shall obligate either party to transfer to the other party any confidential information at any time, including upon termination of this Agreement. Any data or information collected regarding the attendance of individuals, companies who sought services, or performers as part of this Agreement shall remain the OWNER's property and not subject to disclosure by G&G.



- B. "Confidential information" means all information and business-related information of either the OWNER or G&G. Business-related information of G&G obtained and or developed before this Agreement was entered into by G&G and utilized by G&G in connection with G&G'S obligations hereunder; that information and data that relates to G&G trade secrets, ideas, know-how, improvements, inventions, technologies or internal business facts (including financial and operating information) is confidential unless such information or data which is generally available to the public without OWNER's fault or is acquired in good faith by OWNER from a third party who OWNER has no reason to believe acquired the same in other than good faith; and who is not under any obligation to G&G in respect thereof.
- C. G&G is permitted to identify its relationship with the Webb County Fairgrounds in its advertising and marketing literature and website, including a photograph of the Webb County Fairgrounds acceptable to OWNER, with a generic reference stating that the Webb County Fairgrounds is a client (or upon expiration of the Contract Period, was a client) of G&G. For example, any advertisement identifying the property for an Event shall contain the name of the OWNER and shall be placed in/on the announcement/advertisement as follows:
1. **[Name of the Event]** at the **Webb County Fairgrounds located along US 59;** or
  2. In the event the OWNER enters into a lease agreement with another to place their company Name/Logo at the Webb County Fairgrounds, then **[Name of the Event] at the [NAME OF LESSEE] Fairgrounds located along US 59.**

#### XIX. FORCE MAJEURE

- A. For the purposes of this section, "force majeure" shall mean an act of God, strike, lockout or other industrial disturbance, act of a public enemy, war blockade, public riot, lightning, fire, storm, earthquake, flood, explosion, governmental restraint, breakage or accidents to equipment resulting from the aforementioned acts, which shall not reasonably be within the control of the party claiming suspension of this Agreement or suspension of an Event scheduled as a result of this Agreement. Force Majeure does not include any financial incapacity.
- B. If G&G or OWNER is unable, wholly or in part, by reason of force majeure (as herein defined) to carry out an obligation under this Agreement, such obligation shall be suspended so far as it is affected by such force majeure during the continuance thereof. The party unable to perform shall give the other party prompt notice of such force majeure with reasonable full particulars thereof and, insofar as is known, the probable extent to which it will be unable to perform or be delayed in performing such obligation. The party unable to perform shall use all possible diligence to remove such force majeure as quickly as possible when it can do so.

- C. The requirement that any "force majeure" shall be removed with all possible diligence shall not require the settlement by the party unable to perform due to strikes, lockouts, or other labor disputes or the meeting of any claims of or demands by any supplier or government entity contrary to the wishes of G&G or OWNER or which may be harmful to OWNER or G&G.

## XX. PERFORMANCE AND BREACH

### A. DEFAULT BY: G&G's

1. Time is of the essence in the performance of this Agreement.
2. The following shall constitute an event of default by G&G under this Agreement:
3. In the event of G&G 's insolvency; or
4. An assignment by G&G for the benefit of creditors; or
5. The filing by G&G of a voluntary petition in bankruptcy; or
6. Adjudication that G&G is bankrupt; or
7. The filing of an involuntary petition in bankruptcy and the failure of G&G to seek a dismissal of the petition within thirty (30) days after the filing or
8. A receiver is appointed for G&G; or
9. G&G assigns the Agreement without the written consent of OWNER; or
10. The failure or refusal to perform or comply with any of its obligations, duties, or provisions under this Agreement; or
11. If at any time the performance of the Services under this Agreement is being unnecessarily delayed, that G&G is violating any of the conditions of this Agreement, or that the Service Provider is executing the same in bad faith or otherwise not following the terms of said Agreement.

### B. DEFAULT BY: OWNER under this Agreement:

1. The failure or refusal to perform or comply with any of its obligations, duties, or provisions under this Agreement.

### C. REMEDIES ON DEFAULT

1. Upon default, the non-defaulting party shall give written notice thereof to the defaulting party. If the defaulting party does not, within TEN (10) calendar days after receiving such written notice, either (a) cure the default or (b) if the breach is not one that can reasonably be cured within TEN (10) days, develop a mutually agreed to plan to cure the failure and diligently proceed according to the plan until the default has been cured, then the non-defaulting party may terminate this Agreement for cause by written notice to the defaulting party. However, prior to giving notice of termination of this Agreement for cause, the purported defaulting party shall be afforded an opportunity to meet with the OWNER representative(s) of the non-breaching party to explain its position.
2. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to the County under applicable law.

XXI. NO WAIVER

- A. No delay or failure on the part of any party in exercising any right hereunder shall impair any such right or any remedy of the party so delaying or failing, nor shall it be construed to be a waiver of any continuing breach or default hereunder or any acquiescence therein or of any similar breach or default thereafter occurring nor shall any waiver of any single breach or default hereunder be deemed a waiver of any other breach or default theretofore or thereafter occurring.

XXII. AMENDMENTS

- A. This Agreement can be changed, waived, released, or discharged only by written amendment executed by the parties hereto.

XXIII. SEVERABILITY

- A. If it is held by a court of competent jurisdiction that:
  - 1. Any part of this Agreement is void, voidable, illegal, or unenforceable unless such part were severed from this Agreement; then that part/parts shall be severable from this Agreement and shall not affect the continued operation of the rest of this Agreement.
- B. The provision above regarding severability shall not apply if the part/parts of the Agreement affected is a substantive part; in such an event, the parties shall, in good faith, renegotiate the provisions or the part/parts so affected.

XXIV. ASSIGNMENT

- A. This Agreement shall be binding on all parties hereto and their respective successors and assigns.
- B. G&G shall not assign its rights and shall not be (except as provided herein) released from its obligations in, to, or under this Agreement.

XXV. COUNTERPARTS

- A. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, and such counterparts shall together constitute an agreement.

XXVI. MISCELLANEOUS

- A. The relationship between OWNER and G&G is that of independent contractors. Except as herein expressly provided, neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other or to bind the other in any manner or thing whatsoever.

- B. This Agreement constitutes the entire agreement between the parties regarding the terms and conditions of the Webb County Fairgrounds, and all prior or contemporaneous, oral, or written agreements or instruments are merged herein.
- C. The remedies provided herein for breach of this Agreement are not exclusive, and, in the event of a breach, the parties hereto have all the remedies provided by law.
- D. This Agreement is not intended and does not create any rights or interest in persons not a party hereto.
- E. In those circumstances provided herein in which approval by a party is required, such approval shall not be unreasonably withheld, conditioned, or delayed.
- F. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this agreement or any amendments or exhibits hereto.
- G. OWNER does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
- H. The parties hereto agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations that are in connection with or as a consequence of this Agreement. Thus, this agreement is subject to all applicable present and future valid laws governing the activities contemplated hereunder. In the event that any of the parties to this Agreement are required by law or regulation to perform any act inconsistent with this agreement or to cease performing any action required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule. This provision shall not apply if the part of the Agreement affected is a substantive part, in such an event, the parties shall, in good faith, renegotiate the provisions of the part or parts so affected that will correct this Agreement to comply with federal, state and local statutes, ordinance, rules and regulations.

XXVII. APPLICABLE LAW

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Texas State District Courts or County Courts at law located in Webb County, Texas.

XXVIII. WEBB COUNTY FAIRGROUNDS EVENT AGREEMENT LIST OF EXHIBITS

1. Attachment "A" Webb County Fairgrounds and Facility Use Fee Schedule
2. Attachment "B" Facility Description and RFP Picture of Property Google Map
3. Attachment "C" Compensation Paid To G&G PROMOTIONS, LLC

IN WITNESS WHEREOF, the parties have signed this agreement on the date first hereinbefore written.


G&G, LLC.

Date


  
\_\_\_\_\_  
Belinda Guerra Meurer  
CEO Of G&G , LLC.

12/8/23

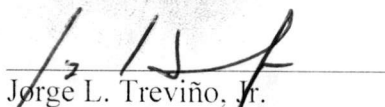
WEBB COUNTY

  
\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge

ATTESTED:

  
\_\_\_\_\_  
Margie Ramirez-Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jorge L. Treviño, Jr.  
Assistant General Counsel  
Civil Legal Division

\*The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court  
On \_\_\_\_\_ 2023 item No. \_\_\_\_\_

Attachment "A" Webb County Fairgrounds and Facility  
Fee Schedule

**WEBB COUNTY FAIRGROUNDS  
FEE SCHEDULE**

**PAVILION EVENT PRICING**

**PACKAGE A – Formal 4-hrs. Event - Odisa Menu/Decorations**

- Includes use of venue
- Tables & Tiffany chairs
- Set up and break down of event
- Venue Decor (table covers, chair covers, plates, utensils, napkins, center pieces)
- Ceiling and Walls Drapery
- Food Menu (i.e., your choice of chicken or beef\*, and two sides)
- Drinks & Set-ups (i.e., ice, water, sodas, tea, lemonade, water, mineral water)
- DJ
- Security (certified peace officers)

Rate	\$45.00 per person *Beef Option \$50 per person
Non- Profit Organization Rate	20%
Webb County Employee Rate	20%

**PAVILION PACKAGE B – Casual 4-hrs. Event – Suarez Menu**

- Includes use of venue
- Folding Tables/chairs (22 rounds/22 rectangular tables and up to 280 chairs)
- Set up & Break down of event
- Table covers & Drapery

Suarez Catering Menu	\$18 per person <i>(See menu for options)</i>
Suarez Combos Menu	Sliced Brisket -\$13/Hamburger \$12 Jumbo Hot Dog - \$10
Suarez Children's Menu	Pizza Slice Combo - \$10 Jr. Hamburger Combo - \$10
Webb County Employee	20%

**PAVILION FACILITY RENTAL**

- Folding Tables/chairs (22 rounds/22 rectangular tables and up to 280 chairs)
- Set up & Break down of event
- *Security & Insurance must be provided by Renter in addition to rental fee.*

Venue Fee	\$3,500.00
Non-Profit Organization	20%
Webb County Employee	20%

**FAIRGROUNDS RENTAL (non-concert/festival events (family reunions, company events, etc.))**

- Set up & Break down of event
- *Security & Insurance must be provided by Renter in addition to rental fee.*

Venue Fee comparable is	\$3,500
Non-Profit Organization	\$3,500
Webb County Employee	\$3,500

**WEBB COUNTY FAIRGROUNDS  
FACILITY USE FEE SCHEDULE**

**FAIRGROUNDS CONCERT STAGE VENUE**

*(i.e., Concerts, Festivals, and any other ticketed event using fairgrounds)*

Webb County Fee	\$5 per ticket sale
Non-Profit Organization Fee	\$2 per ticket sale
Table Sales & Packages	10% Commission

**PAVILION TICKETED EVENTS**

Dances, Comedy Shows, Wrestling, Circus, Boxing, Indoor Concerts, etc.

Webb County Fee	\$5 per ticket sale
Non-Profit Organization	\$2 per ticket sale
Table Sales & Packages	10% Commission

**RODEO ARENA**

*(i.e., Monster trucks, Rodeos without Concerts/Entertainment, etc.)*

Webb County Fee	\$3 facility fee per ticket sale
Non-Profit Organization	\$2 facility fee per ticket sale
Table Sales & Packages	10% Commission

*In lieu of the Event Promoter/Lessee being charged a leasing fee for the facility, the County's contracted Promotion/Management Services Company shall collect the Facility Fee. Event Promoter/Lessee shall be responsible for liability insurance and security costs.*

\* \* \*

**PARKING FEE**

Webb County does not charge for parking; however, should an event promoter/lessee choose to charge a parking fee, the County shall receive a 20% commission. Event promoter/lessee shall be responsible for staffing and traffic control.

**RESERVATION DEPOSIT/CANCELLATION FEE**

Event promoter/lessee shall pay a refundable deposit of \$1,000 to reserve event date. Shall the Event promoter/lessee cancel the event, Reservation Deposit will be forfeited. Rescheduling/Postponement fee is \$500.

**WEBB COUNTY EMPLOYEE RATE**

All Webb County employees will be provided with a discounted rate for the use of the Fairgrounds. Webb County employees will be allotted/limited to one (1) discounted event per fiscal year.

**NON-PROFITS & FEE WAIVERS**

The South Texas Food Bank (Empty Bowls), Laredo International Fair & Exposition (L.I.F.E. Fair purposes), and Laredo Crime Stoppers (Menudo Bowl) shall receive a fee waiver for the use of the Fairgrounds. However, all attendee tickets shall include the Facility Use Fee (Non-Profit Organization rate) referenced in the "Facility Use Fee Schedule". The Facility Use Fee shall be paid to Webb County. Each member of the Webb County Commissioners Court shall be allotted one (1) fee waiver for non-profit use, per fiscal year.



## **EVENT SECURITY REQUIREMENTS**

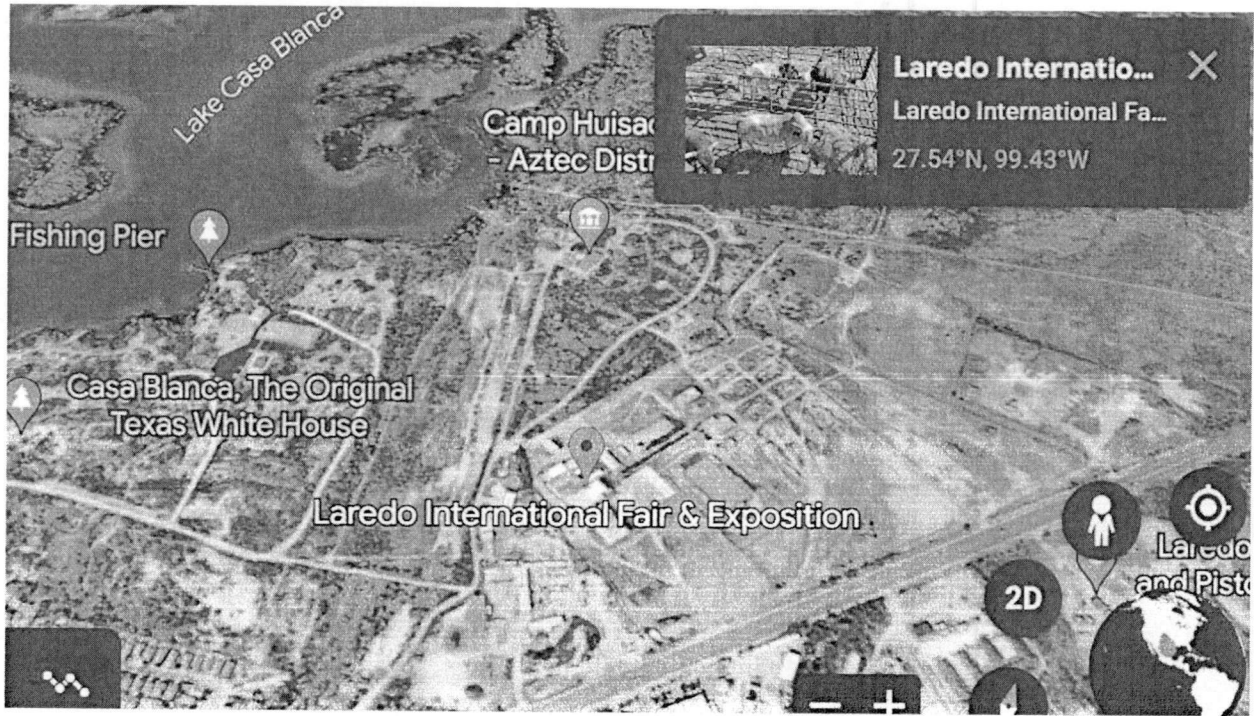
All events shall have certified peace officers serving as security; if needed EMS/EMT services will be required. The County's contracted Promotion Management Services Company shall contract security and/or EMS/EMT services and invoice Event promoter/lessee. Event promoter/lessee shall pay for security and/or EMS/EMT services ten (10) days before Event. The amount of peace officers and/or EMS/EMT services per event shall be determined by the Promotion Management Services Company, Fairgrounds Director, and the designated Head of Security.

## **DIRECTOR'S DISCRETION**

The Webb County Commissioners Court authorizes the Fairgrounds Director to modify the Fee Schedule solely to increase fees. The Webb County Commissioners Court further authorizes the Fairgrounds Director to negotiate fees and services with event promoters/lessees with an effort to attract events to the Fairgrounds. The Webb County Commissioners Court shall approve such modifications and/or negotiations through ratification.

## Attachment "B" Facility Description

6010 E. Saunders, Laredo, TX 78043, along US Hwy 59 East of Bob Bullock Loop and near Lake Casa Blanca International State Park



Attachment "C" Compensation Paid  
To G&G PROMOTIONS, LLC  
And fees paid to WEBB COUNTY, TEXAS

**General Events**

G&G shall be paid Two Dollars (\$2) for every individual that is charged the Five Dollars (\$5) facility use fee by Webb County at the Webb County Fairgrounds for Events contracts/rentals acquired through the work of G&G. No compensation will be paid to Service Provider for Complementary Tickets.

**Events hosted by Non-Profits**

G&G shall be paid One Dollar (\$1) for every individual that is charged the Three Dollar (\$3) facility use fee by Webb County at the Webb County Fairgrounds for Events contracts/rentals acquired through the work of G&G. No compensation will be paid to Service Provider for Complementary Tickets.

**Calculation of Fees Owed to Webb County**

The County shall receive its portion of the facility ticket sales as stated herein and in addition the event that a Beer Booth is included at the Event then the Count will also be compensated based on the number of individuals that attend the Event.

The County shall be compensated by G&G a rental fee for the use of the Beer Booth. G&G shall compensate the County \$5.00 for each adult redeemed ticket for any concert, dance or event with live music or live entertainment. G&G shall compensate the County a flat \$500.00 fee for the use of the Beer Booth for Family Entertainment Events (i.e. monster trucks, circus, theatre performances, etc.).

The Fairgrounds Director shall have the discretion to determine the type of event, for the purposes of calculating fees owed to Webb County.