

LICENSE AGREEMENT FOR LAND USE

This License Agreement for Land Use (“Agreement”) dated this 8th day of October, 2024 is made and entered into by and between the City of Pflugerville (“Landlord”), and Black Locust Studios, LLC (“Tenant”), hereinafter collectively referred to as the “Parties,” or individually as “Party” for the purposes and consideration described herein.

BACKGROUND:

WHEREAS, the City of Pflugerville, Texas has been approached by Black Locust Studios in regard to setting up a Haunted House for the community during the Halloween season at 16430 Cameron Rd, Pflugerville, Texas 78660.

WHEREAS, the City of Pflugerville desires to facilitate this community event as it provides the citizens of Pflugerville a seasonal celebration for Halloween and will promote general welfare and happiness of our City.

WHEREAS, an Agreement is necessary for allowing the use of City property by a private group to host a community event

NOW, THEREFORE, the TENANT and the LANDLORD agree as follows:

IN CONSIDERATION OF the Parties agreeing to the obligations expressed in this License Agreement, for the use of the City’s real property located at 16430 Cameron Rd, Pflugerville, Texas 78660 (“The Property”) for the purposes of setting up a Haunted House for the Halloween season.

I. SCOPE OF USAGE

Landlord agrees to allow Tenant to have right of usage and possession of The Property with limited allowable purpose and for a limited and stated term. The Tenant hereby acknowledges and agrees that its allowable uses are limited to those expressly stated in this License Agreement. Tenant acknowledges and agrees that it is responsible for complying with any permitting, insurance, and safety regulations as well as complying with any applicable Federal, State and local laws, rules and regulations in regard to their desired use of The Property. Allowable uses are limited to:

- (a) The purposes of holding a Haunted House for the Halloween season.
- (b) The erection and set up of appropriate temporary structures required to facilitate the Haunted House.
- (c) The operation of the Haunted House and its associated events.
- (d) The removal and demolition of all temporary structures and materials after the conclusion of operation.

Tenant hereby acknowledges and agrees that any usage for any other purpose is prohibited and will require prior approval from Landlord prior to any use not expressly stated herein.

II. REQUIREMENTS

Tenant agrees to the following requirement regarding their use of The Property.

- (a) To follow and comply with all Federal, State and local laws, rules and regulation in the set up, operation, removal of their Haunted House.
- (b) To seek and acquire all proper permits required by the Landlord.
- (c) To provide proof of any insurance as may be required by Landlord.
- (d) To provide any and all proper safety mechanisms required by law or Landlord.
- (e) To remove all structures, materials, garbage and any other refuse as may be required or accumulated during Tenant's use and return The Property in the same condition in which it was received.
- (f) To make no permanent structures or permanent changes to the property.
- (g) Landlord at any time may have its personnel enter The Property for purposes of appropriate inspections, public health and safety or any other purpose required to maintain the health safety and welfare of the citizens of Pflugerville.

III. TERM

Landlord and Tenant hereby acknowledge and agree that Tenant's rights of usage will begin on **October 10, 2024** and end and expire on **November 11, 2024**. This term may only be modified by both Parties doing so in writing and being signed by both parties.

IV. ASSOCIATION

This License Agreement is to be in no way interpreted to form any new partnerships or association between Parties other than those specifically stated in the License Agreement and does not allow either of the Parties to contract on behalf of or bind the other Party to any obligation other than those specified in the License Agreement.

V. CHOICE OF LAW

Subject to the terms of the License Agreement, it is the intention of the Parties that this License Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

VI. VENUE

Venue for any action or proceeding in regard to this License Agreement will be in a court of competent jurisdiction in Travis County, Texas.

VII. NOTICE

Notice of any action or proceeding in regard to this License Agreement must be provided to the Parties at the addresses and to the persons as stated below.

IF TO THE CITY:

Agent Jonathan Hanson
Address 400 Immanuel Rd, Pflugerville, TX 78660
Phone 512-990-6363

IF TO BLACK LOCUST STUDIOS

Agent Kristopher Williams
Address 125 Grand Avenue Pkwy, Pflugerville, TX 78660
Phone 512-660-3448

VIII. INDEMNIFICATION

TENANT AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS LANDLORD, ITS AGENTS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AND AFFILIATES, OF AND FROM ANY AND ALL PRESENT OR FUTURE CLAIMS, DEMANDS OR CAUSES OF ACTION THAT MAY ACCRUE ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF, TENANT'S WRONGFUL ACTS AND/OR OMISSIONS UNDER THIS LICENSE AGREEMENT AND/OR TENANT'S MISUSE OF CITY INFORMATION AND/OR RESOURCES.

City of Pflugerville, Texas

By: _____

Title: _____

Date: _____

Black Locust Studios, LLC

By: _____

Title: _____

Date: _____