STATE OF TEXAS

Ş

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JOHNSON §

AGREEMENT FOR USE OF THE GUINN JUSTICE CENTER BY THE JOHNSON COUNTY REPUBLICAN PARTY

PARTIES

This Agreement For Use Of The Guinn Justice Center By The Johnson County Republican Party (hereinafter referred to as the "Agreement") is by and between Johnson County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as the "County") and the Johnson County Republican Party, (hereinafter referred to as "JCRP"), individually referred to as "Party" and collectively referred to as the "Parties".

PURPOSE

JCRP must hold a Republican County Convention on Saturday, March 22, 2014. JCRP needs a venue to hold the Republican County Convention and has requested that County allow said Republican County Convention to be held at the Guinn Justice Center located at 204 South Buffalo Avenue, Cleburne, Johnson County, Texas 76033 on Saturday, March 22, 2014 and County has agreed to allow JCRP to use the Guinn Justice Center.

TERMS OF AGREEMENT

The Parties agree that term of this Agreement shall be for a period of a day, beginning at 7:00 a.m. and ending at 10:00 p.m. on Saturday, March 22, 2014 although the parties agree and understand that JCRP's actual use of the Guinn Justice Center is anticipated to be from 10:00 a.m. to 5:00 p.m.

SPACE AVAILABLE FOR USE

County shall allow JCRP to use the following rooms on the first floor of the Guinn Justice Center: (1) the central jury room, (2) the auxiliary courtroom, (3) the auxiliary courtroom jury room, (4) the auxiliary courtroom conference rooms, (5) the restrooms, and the (6) break room.

COUNTY'S OBLIGATION

County shall provide two deputies of the Johnson County Sheriff's Office for security purposes at the Guinn Justice Center during the time period of the JCRP County Convention at the Guinn Justice Center on Saturday, March 22, 2014.

JCRP'S OBLIGATION

JCRP shall reimburse County for the costs of security provided by two deputies, being Keith Hutchinson and Darby Tucker, of the Johnson County Sheriff's Office in the amount of \$25.98 per hour for Keith Hutchinson and \$22.31 per hour for Darby Tucker for the actual time spent for the deputy in providing security. County will invoice JCRP for the costs of security provided and JCRP agrees to pay said invoice within thirty (30) days of receipt of the invoice.

NATURE OF RELATIONSHIP

County and JCRP agree that the nature of the Agreement shall not be deemed or construed to create the relationship of principal and agent or that of partnership or of any association between the parties, and any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed.

GENERAL PROVISIONS

All notices shall be sent to the respective Parties by certified mail, return receipt requested, at the following addresses:

To County: County Judge

₹

Johnson County Courthouse

2 North Main Street Cleburne, Texas 76033

To JCRP: Pete Wrench

Chairman, Johnson County Republican Party

210 South Main Street Cleburne, Texas 76033

BINDING EFFECT

The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

AMENDENT

No provision in this Agreement shall be modified, altered or waived except by written amendment executed by the parties or their representatives.

APPLICABLE LAW AND VENUE

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of the State of Texas. This agreement shall be deemed to be performable in Johnson County, Texas, and the parties agree and consent to the jurisdiction and venue of the state courts of Johnson County, Texas or the federal district courts in Dallas County, Texas for any action under this Agreement.

SEVERABILITY

If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

LIABILITY

The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the County nor the JCRP waives any immunity or defense that would otherwise be available to it against claims by third parties.

EXECUTION AUTHORITY

By his or her signature below, each signatory individual certifies that he or she is the property authorized agent or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in force and effect.

IN WITNESS WHEREOF, intending to be legally bound, County and JCRP have caused their authorized representative to execute this Agreement and have set their hand and seal on the date set forth below.

FOR COUNTY:

Roger Harmon County Judge

ATTEST:

Becky Williams County Clerk

FOR JCRP:

Pete Wrench
Chairman, Johnson County Republican Party

Date: 3-10-14

ate: 2/19/20