



San Jacinto River Authority
P. O. Box 329
Conroe, TX 77305
Phone: 936-588-1111 / Fax: 936-588-1114



License No. _____

LAKE CONROE DIVISION

LICENSE AGREEMENT – COMMERCIAL OPERATIONS, STRUCTURES, AND FACILITIES

Name of Company _____

Name of Representative _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Email Address _____

Site Address _____

City _____ State _____ Zip _____

Type of Operation: () Vessel Livery () Restaurant () Contractor () Guide Service
() Marina () Storage Facility () Other

Explain If Other: _____

Does Applicant own land or lease land abutting Authority owned Reservoir? () Own () Lease

If leased, give name and address of owner: _____

I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT. I FURTHER CONFIRM THAT I HAVE CAREFULLY READ THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS LICENSE AGREEMENT AND THAT I HAVE AUTHORITY TO BIND THE PROPOSED LICENSEE. I UNDERSTAND THAT, IF A LICENSE ISSUED, THOSE TERMS AND CONDITIONS ARE CONTRACTUAL IN NATURE AND SHALL BE BINDING UPON THE LICENSEE, I FULLY UNDERSTAND THE TERMS AND I AGREE TO THOSE TERMS AND CONDITIONS IN THEIR ENTIRETY IN MAKING THIS APPLICATION.

Signature of Applicant (Licensee) Date

TERMS AND CONDITIONS OF LICENSE

When accepted by the San Jacinto River Authority ("SJRA") in writing, this document shall constitute a contractual agreement with legal and binding consequences. The applicant, who upon acceptance shall be referred to as the Licensee, hereby represents, covenants, and agrees, on behalf of Applicant and Applicant's heirs, assigns, and any other person claiming by, under, or through Applicant/Licensee, as follows:

Applicant/Licensee represents and warrants that the permitted or licensed commercial operation, structure and/or facility described in this License Application and Agreement is not in violation of or contrary to any deed restriction or covenant running with the land, if any, in which the herein described lot, tract or parcel of land is situated. Applicant agrees that, should such construction or use be in violation of any deed restrictions or covenants running with the land, this License shall automatically become void and of no effect, without the necessity of any action on the part of the SJRA.

Applicant/Licensee agrees to conduct and/or use the licensed and/or permitted commercial operations, structure, or facility in the manner and in accordance with the rules and regulations of the San Jacinto River Authority pertaining to such activities which are available for inspection at the SJRA headquarters or upon request. Any breach of any rules and regulations shall automatically void this License and Licensee shall be subject to penalties as provided under SJRA Rules and Regulations. If Licensee allows this License Agreement to lapse, and later seeks to renew or reinstate this License Agreement, Licensee must pay SJRA a reinstatement fee as set by SJRA.

Applicant/Licensee agrees Licensee is required to timely pay SJRA annual commercial license fees to maintain the Licensee's licensed commercial operations, structures, and facilities on SJRA property. This can include, but is not limited to, a commercial license fee, vessel fees, and/or fees in connection with licensed structures and facilities. The commercial license fees are calculated according to an annual commercial license rate which is set by SJRA. Licensee must pay all fees, regardless of the level or condition of Lake Conroe or any adjoining land or facilities.

Applicant/Licensee agrees that, if Licensee fails to timely pay any fees owed under this License Agreement, Licensee will be in breach of this Agreement and SJRA shall thereafter give the Licensee written notice of such breach and allow Licensee 30 days to cure such breach. If Licensee fails to timely cure such breach, this License will be considered revoked, and Licensee's unlicensed structure, facility, and/or commercial operation will constitute a purpresture and trespass subject to penalties and removal by SJRA and, in this regard, Licensee hereby authorizes SJRA, without the necessity of any further notice, to remove any and all previously licensed structures and/or facilities at Licensee's expense.

Licensee shall, at all times, maintain comprehensive general commercial liability insurance at no less than the limits of liability set by SJRA and providing for defense and indemnity for any claims asserted against SJRA related in any way to the Licensee's activities. Each insurer shall add SJRA, its officers, agents, and employees as an additional insured by written endorsement under each policy and shall stipulate that this insurance policy will operate as primary insurance under this Agreement and no other insurance affected by SJRA will be called upon to contribute to a loss. Licensee shall provide evidence of compliance with the insurance requirements by providing a certificate of insurance, in a form and manner satisfactory to SJRA concurrently with submission of this Application/Agreement and no less than annually. There can be no conditions to coverage of SJRA under the insurance policy which differ from those for the Licensee, and it is Licensee's obligation to ensure that any such language is eliminated from the policy. SJRA's acceptance of insurance certificates required under this Agreement does not relieve Licensee from liability under this Agreement. If Licensee fails to acquire and/or maintain such general commercial liability insurance and/or fails to maintain the SJRA as an additional insured listed on the policy for primary liability for both defense and indemnity, Licensee will be considered in breach of this Agreement and SJRA rules and regulations, this License shall be immediately and automatically revoked, and Licensee may be subject to penalties.

Licensee agrees to observe and abide by all applicable federal, state, and local laws, ordinances and regulations pertaining to the licensed activity herein permitted and nothing contained herein shall be construed as alleviating the Licensee of any responsibility to obtain any permit, license or any other approval required by any agency in connection with the activities herein permitted.

LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SJRA AND ITS EMPLOYEES AND AGENTS FROM ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES, INCLUDING CLAIMS FOR ATTORNEYS' FEES, INCURRED BY SJRA, ITS EMPLOYEES, OR AGENTS AS A RESULT OF ANY CLAIMS OR SUITS THAT ANYONE, INCLUDING LICENSEE, OR ANYONE CLAIMING BY, UNDER, OR THROUGH LICENSEE MAY BRING AGAINST SJRA, ITS EMPLOYEES, OR AGENTS TO RECOVER ANY ALLEGED LOSSES, LIABILITIES, COSTS, OR EXPENSES, WHICH ARISE DURING OR RESULT FROM LICENSEE'S OPERATIONS, OR FROM ANY LICENSED STRUCTURE OR FACILITY, REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY ANY ACT, ACTION, OR FAILURE TO ACT, INCLUDING BUT NOT LIMITED TO ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER FAULT OF SJRA AND/OR EMPLOYEES AND AGENTS.

Licensee accepts and voluntarily incurs all risk of, and intentionally waives all claims against SJRA and/or its employees and agents for, death and/or any injuries, claims, losses, liabilities, damages, costs, or expenses, whether known or unknown, which arise during or result from Licensee's operations or from any licensed structure or facility, regardless of whether caused in whole or in part by any act, action, or failure to act, **INCLUDING BUT NOT LIMITED TO ALLEGED NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER FAULT OF SJRA AND/OR EMPLOYEES AND AGENTS.**

Licensee has been informed and understands that SJRA has secured flowage or flood easements, and in some cases waiver and release of damages agreements, around the perimeter of the Lake Conroe reservoir at or above 201 feet above mean sea level. Licensee agrees and shall at all times comply with and be subject to the provisions, requirements, limitations, restrictions, and relinquishments of rights as contained in such flowage or flood easements and waiver and release of damage agreements.

Licensee agrees, for Licensee, its agents, employees and/or affiliates that these representations are contractually binding, and are not mere recitals, and that Licensee shall reimburse SJRA for all costs and expenses, including but not limited to attorney's fees and other costs and expenses, incurred by SJRA in enforcing any provision(s) of this Agreement.

Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions which shall remain binding and enforceable.