

**CITY OF MANOR  
LICENSE AGREEMENT**

This License Agreement (the “Agreement”) is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”) by and between the CITY OF MANOR, a home-rule municipal corporation and political subdivision of the State of Texas situated in Travis County, Texas (the “City” or “Licensor”), and \_\_\_\_\_, a \_\_\_\_\_ (the “Licensee”). The City and the Licensee are referred to together as the “Parties”.

RECITALS:

**WHEREAS**, the Licensee intends to conduct the Work (as defined below) entirely on the applicable portions of the Licensed Property (as defined below) that is owned by the City; and

**WHEREAS**, the Licensee has requested access to the Licensed Property to perform the Work; and

**WHEREAS**, the City desires to grant the Licensee a license to enter the City’s property for the purposes set forth herein, subject to the terms and conditions set forth in this License Agreement.

**NOW, THEREFORE**, in consideration of the premises, in furtherance of the mutual benefits to be derived by the general public, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Licensee agree as follows:

**I. RECITALS**

1.01. The Recitals set out above in this Agreement are hereby adopted in whole as if each were set out herein.

**II. PURPOSE OF LICENSE AGREEMENT**

2.01. (a) The City grants to Licensee permission to use the Licensed Property for the following purpose only:

Construction, improvement, maintenance, and repair of \_\_\_\_\_ and related facilities located in that certain area of real property owned by the City that is shown and described in **Exhibit “A-1”** attached hereto (the “Improvements”);

(b) All work required to complete the construction, improvement, maintenance and repair of the \_\_\_\_\_ Improvements, along with any other activities that are reasonably necessary or incidental to thereto, are referred herein collectively as the “Work”. The real property that is described in **Exhibits “A”** attached hereto is referred to herein as the “Licensed Property”.

2.02. The City makes this grant solely to the extent of its right, title and interest in the Licensed Property without any express or implied warranties to allow the Licensee to enter the Licensed Property for the Work at the Licensee's sole expense.

2.03. Licensee agrees that: (a) the Work shall be done in compliance with all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted; (b) the Work will be completed in a reasonably timely manner without delay that is caused by Licensee; and (c) Licensee will conduct the Work according to plans filed with the City. Any changes in construction will be approved by the City. Licensee agrees to obtain the City's approval to any material changes in the Work which are not shown on the approved plans. Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with the Work permitted under this Agreement.

### **III. FEE**

3.01. No annual fee shall be due in connection with this Agreement.

3.02. Licensee shall be responsible for all costs and expenses associated with the preparation, negotiation, and execution of this Agreement, including but not limited to attorney's fees, document preparation costs, and any related expenses incurred by the City. The City shall have no responsibility for any such costs, and Licensee agrees to promptly reimburse the City for any amounts invoiced for these services.

### **IV. CITY'S RIGHTS TO LICENSED PROPERTY**

4.01. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the Licensed Property.

4.02. Said uses of the Licensed Property by the City are permitted even though such use may substantially interfere with Licensee's use of the Licensed Property.

4.03. Notwithstanding any provisions in this Agreement to the contrary, the City retains the right to enter upon the Licensed Property, at any time and without notice, assuming no obligation to Licensee, whenever the City deems it necessary for: (a) exercising the City's rights or duties with respect to the Licensed Property; or (b) the public health or safety with respect to the Licensed Property.

### **V. LICENSEE RESPONSIBILITIES**

5.01. Licensee shall pay, in full, all persons who perform labor. Licensee will not allow any mechanic or material liens to be filed or enforced against the Licensed Property, or the property of the City for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to immediately remove the same at Licensee's own cost and

expense, without regard to the legal enforceability of such liens. Should Licensee fail, neglect or refuse to do so, the City shall have the right to terminate this Agreement or at its option pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to the City for all costs, damages and attorney's fees, and any amounts expended in defending any proceedings, or in the payment of any of such liens, or any judgment obtained against the City upon demand with interest at the maximum rate from demand until payment.

5.02. Licensee shall be solely responsible for obtaining any and all regulatory approvals and any other licenses, easements, permits, consents, or permissions necessary for Licensee's use of the Licensed Property including, without limitation, from any owner of an interest in the Licensed Property.

5.03. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee. Notwithstanding the foregoing, it is hereby acknowledged that the Work conducted by Licensee shall not constitute damage to or destruction of the City's property provided that the Work is conducted in accordance with this Agreement.

## VI. INSURANCE

6.01. Licensee shall, at its sole expense, obtain and maintain insurance of the types and in the amounts as set forth on **Exhibit "B"** attached to this Agreement. If Licensee fails to do so, Licensor shall have the immediate right (but not the obligation) to affect such insurance without notice to Licensee, in which event the amount so paid by Licensor shall be paid by Licensee to Licensor upon demand with interest at the maximum rate allowed by law from demand until payment. Such insurance coverage shall specifically name the City as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement, or otherwise within the public right-of-way and within the Licensed Property. Licensee shall be responsible for any deductibles stated in the policy. The amount of such coverage may be increased from time to time as may be deemed necessary and prudent by the City and the Licensee based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. A certificate of insurance evidencing such coverage shall be delivered to the City Secretary of the City within thirty (30) days of the Effective Date of this Agreement.

6.02. Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail. Notwithstanding the foregoing, in the event obtaining such provision for prior notice to the City is not reasonably available, Licensee agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of the insurance policy required to be obtained and

maintained by the Licensee under the terms of this Agreement. Within ten (10) days after a suspension, cancellation or non-renewal of coverage, Licensee shall provide a replacement certificate of insurance to the City. The City shall have the option to suspend Licensee's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

6.03. LICENSEE WAIVES ALL RIGHTS OF RECOVERY AGAINST LICENSOR (AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF LICENSOR), AND AGREES TO RELEASE THE LICENSOR FROM LIABILITY, FOR LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE IS COVERED BY VALID AND COLLECTIBLE PROPERTY INSURANCE IN EFFECT COVERING LICENSEE AT THE TIME OF SUCH LOSS OR DAMAGE WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES. IT IS THE EXPRESS INTENT OF LICENSOR AND LICENSEE THAT THE WAIVER OF SUBROGATION CONTAINED IN THIS SECTION APPLY TO ALL MATTERS DESCRIBED HEREIN, INCLUDING, WITHOUT LIMITATION, ANY OF THE SAME THAT ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF LICENSOR OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES.

## **VII. INDEMNIFICATION**

7.01. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the Licensee under this Agreement, including any acts or negligent omissions of the Licensee, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

7.02. To the extent permitted by law, the City shall indemnify, defend, and hold harmless Licensee and its officers, members, managers, agents and employees against all claims, suits, demands, judgments, damage, costs, losses, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the activities of the City on, within, or with respect to the Licensed Property and/or the Work, including any acts or negligent omissions of the City, and its agents, officers, directors, or employees, while in the exercise or performance of the rights or duties under this Agreement. This indemnification provision, however, shall not apply to any claims, suits, demands, judgments, damage, costs, losses, or expenses arising solely from the negligent or willful acts or omissions of Licensee; provided that for the purposes of the foregoing, Licensee entering into this Agreement shall not be deemed to be a "negligent or willful act."

**VIII. CONDITIONS**

8.01. Licensee’s Responsibilities. Licensee shall be responsible for any and all damage to or repair of the Improvements or damage to the Licensed Property caused as a result of acts or omissions by Licensee, its agents, officers, directors, or employees. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City or of others which was damaged or destroyed as a result of activities under this Agreement by, or on behalf of, Licensee.

8.02. Default Notice. In the event Licensee fails to comply with any term or condition set forth herein, the City shall provide written notice of such default to Licensee by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to remedy the failure. If Licensee fails to correct the default within the thirty (30) day period, the City shall have the right to terminate this Agreement.

City:

City of Manor  
Attn: City Manager  
105 E. Eggleston Street  
Manor, Texas 78653

with a copy to:

The Knight Law Firm, LLP  
Attn: Paige Saenz/Veronica Rivera  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

Licensee:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.03. Remedies. The Licensee agrees that in the event of any default on its part under this

Agreement, the City shall have available to it equitable remedies including, without limitation, the right of the City to seek to obtain a writ of mandamus or an injunction, or seek specific performance against the Licensee to enforce the Licensee's obligations under this Agreement.

8.04. Compliance. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to the Licensee, this Agreement is revocable by the City if Licensee fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein. Licensor shall give Licensee written notice specifically setting forth such non-compliance, and if Licensee fails to cure such non-compliance within thirty (30) days after receipt of such written notice, then Licensor may revoke this License Agreement.

8.05. Force Majeure. Licensor shall not be liable to Licensee for events beyond the control of Licensor that prevents or restricts access to the Licensed Property ("Event of Force Majeure"). Events of Force Majeure shall include, without limitation: Acts of God; strikes, lockouts, or other industrial disputes; epidemics, pandemics, civil disturbances, acts of domestic or foreign terrorism, riots or insurrections; landslides, lightning, earthquakes, fire, storms, floods or washouts; explosions; interruptions by government or court orders; declarations of emergencies by applicable federal, state or local authorities; and, present or future orders of any regulatory body having proper jurisdiction and authority. If the use of the Licensed Property is prevented in whole or in material part by an Event of Force Majeure that extends more than ninety (90) days, the Parties shall review the Event of Force Majeure to determine if termination of this Agreement is warranted by Licensor. If the Parties determine that the Event of Force Majeure indefinitely restricts Licensee from accessing the Licensed Property, then Licensor may terminate this Agreement upon written notice. Licensee agrees that its exclusive remedy in the event of termination under this paragraph shall be a refund of the unearned fees and charges paid by Licensee prior to the termination. Licensee hereby releases and waives all claims against Licensor for any cost, loss, expense, liability, or damages sustained by reason of such termination.

## **IX. COMMENCEMENT AND TERMINATION**

9.01. This Agreement shall begin with the effective date set forth above and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless otherwise terminated. If Licensee abandons construction of all or any part of the \_\_\_\_\_ Improvements or Licensed Property as set forth in this Agreement, then this Agreement, shall expire and terminate following thirty (30) days written notice to the Licensee if such abandonment has not been remedied by the Licensee within such period; the City shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the City as of the time abandoned.

## **X. TERMINATION**

10.01. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of

termination. If Licensee so terminates, then it shall remove all Improvements that it made to the Licensed Property within the thirty (30) day notice period at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

10.02. Termination by City. Subject to at least thirty (30) days' prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

- (a) The \_\_\_\_\_ Improvements, or a portion of them, interfere with the City's right-of-way; or
- (b) Use of the right-of-way area becomes necessary for a public purpose; or
- (c) Licensee fails to meet required safety standards for the applicable \_\_\_\_\_ Improvements during its required maintenance period; or
- (e) Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance or license fee requirements specified herein.

#### **XI. EMINENT DOMAIN**

11.01. If eminent domain is exerted on the Licensed Property by paramount authority, then the City will, to the extent permitted by law, cooperate with Licensee to affect the removal of Licensee's affected installations or Improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations or Improvements taken, if any.

#### **XII. INTERPRETATION**

12.01. Although drawn by the City, this Agreement shall, in the event of any dispute over its intent, meaning, or application, be interpreted fairly and reasonably, and neither more strongly for nor against either party.

#### **XIII. APPLICATION OF LAW**

13.01. This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

#### **IV. VENUE**

14.01. Venue for all lawsuits concerning this Agreement will be in Travis County, Texas.

#### **XV. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT**

15.01. This Agreement and all of the covenants herein shall run with the land; therefore, the

conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

## **XVI. ASSIGNMENT**

16.01. Except as provided herein, Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City Council, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, the Licensee shall furnish to the City an executed copy of any such assignment or transfer of any of the Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer within thirty (30) days of the date of the assignment.

## **XVII. MISCELLANEOUS**

17.01. No Warranty. LICENSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF ITS RIGHT, TITLE, OR INTEREST IN OR TO THE LICENSED PROPERTY, AND ANY IMPLIED REPRESENTATION OR WARRANTY AS TO THE NATURE OR EXTENT OF LICENSOR'S RIGHT, TITLE, AND INTEREST IN OR TO THE LICENSED PROPERTY IS HEREBY EXPRESSLY DISAVOWED BY LICENSOR. FURTHERMORE, LICENSEE ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE CONDITION OF THE LICENSED PROPERTY "AS-IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND LICENSEE ACKNOWLEDGES THAT LICENSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OF THE CONDITION OF THE LICENSED PROPERTY OR THAT THE LICENSED PROPERTY IS FIT FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES AND AGREES THAT IT WILL INSTALL ALL IMPROVEMENTS LICENSEE REQUIRES ON THE LICENSED PROPERTY, IS RESPONSIBLE FOR THEIR COMPLIANCE WITH ALL APPLICABLE LAWS, AND IS RESPONSIBLE FOR ALL LICENSES, EASEMENTS, PERMITS, CONSENTS, OR PERMISSIONS REQUIRED FOR LICENSEE'S USE OF THE LICENSED PROPERTY AND LICENSOR WILL HAVE NO LIABILITY OR RESPONSIBILITY THEREFORE.

17.02. Obligation to Report. If Licensee is aware of any dangerous or defective condition exists on the Licensed Property that, under the normal course of business is the responsibility of the Licensor, and Licensee fails to report the problem to Licensor, Licensee continues to be responsible for its obligations established in this Agreement. Under these circumstances, Licensor will not be liable for any detrimental consequences.

17.03. No Waiver. The failure of Licensor to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Receipt by Licensor of License Fees or of any other payment or the acceptance by Licensor of performance of anything required by this Agreement to be performed with knowledge of the breach of a covenant shall not be deemed a

waiver of such breach. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the Agreement or otherwise available to Licensor by law will not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. No waiver of any provision, covenant, agreement or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged. The express waiver by either Licensor or Licensee of any breach shall not operate to extinguish the covenant or condition, the breach of which has been waived.

17.04. Governmental Entity. The City of Manor is a governmental entity, and nothing contained herein shall be deemed a waiver of any rights or privileges afforded governmental entities under the laws of the state of Texas law or the Texas Constitution.

17.05. Compliance with Laws. Licensee agrees not to use the Licensed Property for any unlawful purpose. Licensor reserves the right, in its sole discretion, to unilaterally amend this Agreement at any time to incorporate any modifications necessary for Licensor's compliance, with all applicable state and federal laws, regulations, requirements and guidelines. Licensor will provide Licensee with notice of any such required changes by written notice.

17.06. No Joint Venture. This Agreement does not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture or other joint or equity type agreement between Licensor and Licensee.

17.07. No Third-Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement and no such other person, firm organization or corporation shall have any right or cause of action hereunder.

17.08. Severability. If any provisions of this Agreement are, for any reason, held by a court to be unenforceable, then the invalidity of such provision will not invalidate any other provisions, which other provisions will remain in full force and effect unless removal of such invalid provision destroys the legitimate purpose of the Agreement, in which event the Agreement will be terminated.

17.09. Personal License. The rights and privileges herein given are personal to the Licensee. Licensee has no exclusive rights or benefits other than those set forth herein.

17.10. Right of Entry. At any time during the term hereof, Licensor or its representatives shall have the right, without disturbance of Licensee's use or possession, to enter the Licensed Property.

17.11. Dates of Performance. In the event that the date for performance by either party of any obligation under this Agreement are required to be performed by such party falls on a Saturday, Sunday or national holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

17.12. Exhibits. This Agreement incorporates by reference the following Exhibits:

Exhibit “A” – Licensed Property  
Exhibit “B” – Insurance Requirements

17.13. Entire Agreement. This Agreement, and any exhibits, embodies the entire agreement and understanding between the Parties relating to the transaction contemplated hereby and supersedes any and all prior or contemporaneous oral or written statements concerning the subject matter of this Agreement. In executing this Agreement, the Parties do not rely upon any statement, promise, or representation not expressed herein.

17.14. Modification. This Agreement may not be modified, changed or altered in any respect except by the mutual written agreement of the Parties.

17.15. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which, together shall constitute one and the same instrument.

17.16. Interpretation. Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation”. Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

17.17. Survival. Termination of this Agreement shall not relieve Licensee’s liability or obligation set forth in this Agreement that is expressly stated to survive termination of this Agreement.

**[remainder of page intentionally left blank; signature pages to follow]**

ACCEPTED this the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

THE CITY:  
CITY OF MANOR

\_\_\_\_\_  
Scott Moore, City Manager

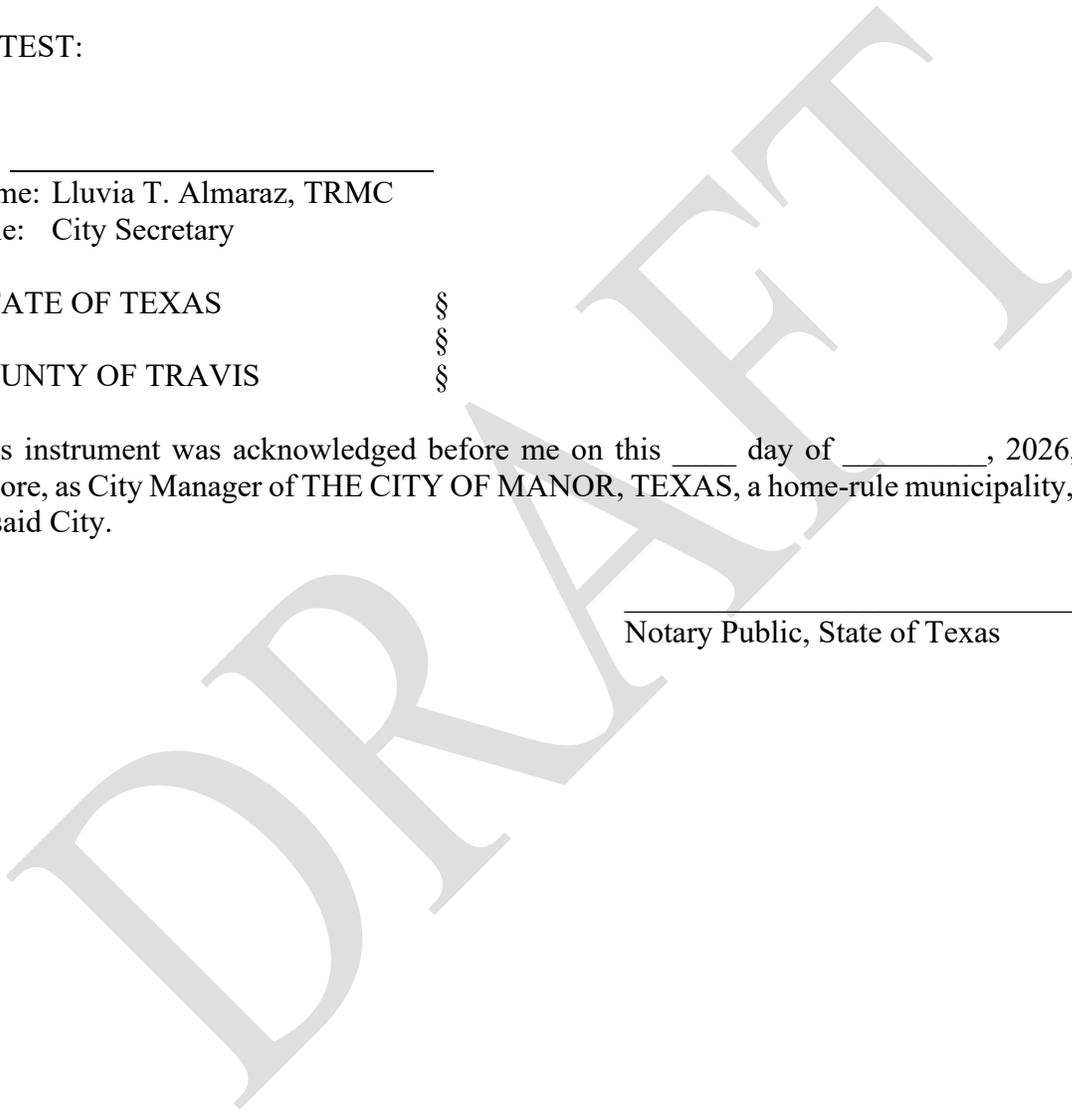
ATTEST:

By: \_\_\_\_\_  
Name: Lluvia T. Almaraz, TRMC  
Title: City Secretary

STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS       §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by Scott Moore, as City Manager of THE CITY OF MANOR, TEXAS, a home-rule municipality, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas



LICENSEE:

\_\_\_\_\_,  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF TRAVIS    §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, a \_\_\_\_\_  
\_\_\_\_\_, on behalf of said company.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

City of Manor  
Attn: City Secretary  
105 E. Eggleston Street  
Manor, Texas 78653

**Exhibit “A”**

**Licensed Property**

[attachment follows this page]

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**Exhibit "B"**  
**Insurance Requirements**

CITY OF MANOR INSURANCE  
REQUIREMENTS

Licensee shall, at its own cost and expense, procure the insurance set forth below and promptly pay when due all premiums for the insurance. The insurance shall be kept in full force during the life of the Agreement.

Licensee's insurance shall be: primary and non-contributory with respect to any insurance which might be carried by Licensor and contain a contractual waiver of subrogation.

Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage and endorsement(s) and, upon request, a certified duplicate original of any of those policies.

Licensee shall notify Licensor in writing of any material alteration of such policies, including any change in the retroactive date in any "claims-made" policy or substantial reduction of aggregate limits, if such limits apply or cancellation thereof at least thirty (30) days prior thereto.

All insurance policies shall be written by reputable insurance company or companies acceptable to Licensor with a current Best's Insurance Guide Rating of A+ and Class XIII or better. All insurance companies shall be authorized to transact business in the State of Texas.

CITY OF MANOR MINIMUM COVERAGE REQUIREMENTS

1. Commercial General Liability Insurance Coverage with limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) per occurrence and a combined Aggregate of Two Million Dollars and No/100 Dollars (\$2,000,000) with coverage that includes:

- Premises/operations
- Independent contractors
- Personal Injury
- Contractual Liability pertaining to the liabilities assumed in the agreement
- Underground (when ground surface is disturbed),

which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance shall include a contractual endorsement pertaining to the liabilities assumed in the Agreement.

2. Comprehensive Automobile insurance coverage with minimum limits of not less than One Million Dollars and No/100 Dollars (\$1,000,000) with combined single limit of Two Million Dollars and No/100 Dollars (\$2,000,000).

3. Workers' Compensation with Statutory limits

4. Employer Liability Insurance with minimum limits of \$1,000,000

Such insurance shall include a contractual endorsement which acknowledges all indemnification requirements under the Agreement.

**Note:** Such policies of insurance and certificates provided by Licensee shall provide (i) that Licensor is named as an additional insured (except for workers' compensation insurance), (ii) that the named insured's insurance is primary and non-contributory with any insurance maintained by Licensor, (iii) a contractual waiver of subrogation where required by written contract or agreement, and (iv) that Licensor shall receive notice of any cancellation of the policy.

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