

STATE OF TEXAS

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**PROPERTY USE AGREEMENT**

COUNTY OF TRAVIS

**THIS PROPERTY USE AGREEMENT** (the, "Agreement" ) is entered into on this 19<sup>th</sup> day of March 2025 (the, "Effective Date") by and between **THE CITY OF MANOR, TEXAS**, a Texas home rule municipal corporation (the, "City"), and **CC Leisure, LLC**, a Texas limited liability corporation (hereinafter, "CC"). Hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

**WHEREAS**, CC desires to use the property identified in Exhibit A attached hereto and incorporated by reference herein for all purposes (the, "Property") and;

**WHEREAS**, the City has determined to provide use of the Property subject to the terms and conditions contained herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the Parties agree to the following:

**Section 1. Permitted Use.** City agrees to allow CC to use the Property for the time period beginning on March 31, 2025, at 8am continuing until April 8, 2025, at 8pm for purposes of the "Big Bounce."

**Section 2. Payment.** CC shall pay to the City **\$12,250.00** within ten days of presentment of an invoice from the City.

**Section 3. Property Maintenance.** City hereby authorizes CC to use the Property, to the extent agreed upon by the Parties, for the term of this Agreement. CC shall clean the Property at termination of this Agreement and shall remove any litter, filth or other offensive material and return the Property to the state such Property was in prior to use by CC.

**Section 4. Duration or Termination of Agreement.** This Agreement shall become effective on the \_\_\_ day of \_\_\_\_\_, 2025 and shall continue in force until the \_\_\_ day of \_\_\_\_\_, 2025 (the "Term"). This Agreement may be terminated: (a) for cause in the event that either Party materially breaches the terms of this Agreement and fails to cure after notice and thirty (30) days to cure; (b) on thirty (30) days advance written notice by either party to the other party; or (c) the CC cancels the event. The right to terminate is in addition to all other rights and remedies available to either Party at law or equity, provided, however, that the Parties waive any right to consequential or punitive damages.

**Section 5. Rights and Duties of CC.** CC, its employees, officers, agents, contractors, and invitees, shall be permitted to utilize the Property for the Term of this agreement and:

- (a) Have a right to ingress and egress from the Property and use of the Property under the terms of this Agreement subject to any applicable local, state, or federal ordinances, laws, or regulations.
- (b) Not discriminate against any person based on race, religion, creed, national origin, sex, disability or any other legally protected classification.
- (c) Not convey, assign or otherwise subcontract this Agreement to any other person or entity without the express, written agreement of the City.

(d) Maintain risk pool insurance in the amount of \$1,000,000 from claims for bodily injury or death in any one accident or for property damage on an “occurrence” basis that may arise out of the activities of CC or the CC’s agents, employees, assigns, and invitees on the Property under this Agreement following the effective date of this Agreement, which insurance policy shall name the City as an additional insured and on an Indemnification Under Contract endorsement and shall further provide that such policy may not be canceled or modified without at least fifteen (15) days’ prior notice to the City, and provide the City with copies of certificates of insurance demonstrating compliance with this subsection prior to, and as a condition precedent for, the use of the Property on the date of the event.

(f) Not permit any construction or alteration of any buildings or facilities of the Property.

(g) Provide security and traffic control as determined by the City, at the City’s sole discretion, during the Term of this Agreement.

(h) CC is responsible for inspecting the Property and accept as suitable for the event.

(i) CC is permitted to use four or more 120KW diesel powered generators that are consistent with all local, state, and federal laws, ordinances or regulations.

(j) CC is permitted to utilized one telehandler and up to two skidsteers on the Property consistent with all local, state, and federal laws, ordinances or regulations.

(k) CC is permitted to utilize 10 or more speakers throughout the event for family-friendly music that is consistent with all local, state, and federal laws, ordinances or regulations.

(l) CC is responsible for obtaining, at CC’s sole expense, all licenses and permits required for the activities undertaken by CC, it’s employees, agents, and assigns, on the Property.

(m) CC is permitted to use stakes for inflatable structures measuring one inch thick and 30 inches in length.

(n) CC is responsible for:

1. Set up and break down of all inflatable structures associated with the use of the Property.
2. Managing ticket sales
3. Promotional activities.
4. Operate and maintain concessions, including, food and non-alcoholic beverages, branded merchandise and novelty vending.

**Section 6. City’s Rights and Duties.** The City agrees that for the sole consideration expressed herein, the CC shall have use of the Property as described. The City shall not charge any additional rental or admission fees to the City. The City shall:

(a) Not suffer, permit or allow the Property to be utilized in a manner inconsistent with the intended use as a location for parking for the Term of this Agreement.

(b) Provide a minimum of 180,000 sq. ft. of flat grass or asphalt space upon the Property.

(c) Provide parking for:

1. Four 53 ft trailers, three 48 ft trailers, and five SUV’s in close proximity to the Property with clear access.

2. Provide ingress and egress routes suitable to CC for CC owned and operated vehicles.
3. Provide customer parking during throughout the Term of the Agreement.

(d) The City shall provide twenty 55 gallon trash cans throughout the Term of the Agreement.

**Section 7. Notices.** Any notice required to be given under this Agreement shall be in writing. Any notice given shall be deemed to have been given when hand delivered, as indicated by the date of delivery from the records of the courier service or, if mailed, as of seventy-two (72) hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the Party to be served as indicated herein, whether or not actually received. Notice given in any other manner will be deemed given when and if actually received. Either Party may change its address for purposes of notice by giving notice of such a change of address to the other Party.

To the City:

The City of Manor, Texas  
Attn: City Manager  
105 E Eggleston St.  
Manor, TX 78653

To CC:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 8. Amendments and Changes.** No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both parties. Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of the agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

**Section 9. Hold Harmless and Indemnity.** The following provisions shall survive termination or completion of this Agreement:

- a) CC hereby RELEASES AND FOREVER DISCHARGES the City, from and against any and all costs and expenses, liabilities, claims, demands, rights, suits, controversies, damages or claims for damages, actions or causes of action of every kind and character whatsoever, both to person and to property, at common law, statutory or otherwise, known or unknown, which may now or at any time hereafter arise, directly or indirectly, out of or connection with the performance of this Agreement.
- b) Further, CC shall INDEMNIFY, DEFEND AND HOLD HARMLESS the City from and against any and all costs and expenses (including reasonable attorney's fees), liabilities, claims, demands, rights, suits, controversies, damages or claims for damages, actions or causes of action of every kind and character whatsoever, both to person and to property, at common law, statutory or otherwise, known or unknown, which may now or at any time hereafter arise, directly or indirectly, out of the actions of CC and CC's employees, agents, assigns, and invitees, on or around the Property, or the failure of the undersigned to act under circumstances that would lead a reasonable person to act, during the performance of this Agreement.

**Section 10. Texas Law Governs.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.

**Section 11. Prohibition of Exclusive Right.** It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

**Section 12. Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

**Section 13. Survival.** Any provisions of this Agreement that state that they survive termination or completion, or which are performable or which may be performed after termination or completion, shall survive termination or completion.

**Section 14. Force Majeure.** Neither party will be liable for inadequate performance to the extent caused by force majeure, including, natural disaster, act of war or terrorism, riot, labor condition, and governmental action that was beyond the party's reasonable control.

**Section 15. Independent Contractor.** CC shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. CC hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their officers thereunto duly authorized and such Agreement is effective as of the first date indicated above.

**THE CITY OF MANOR, TEXAS**

**BY:** \_\_\_\_\_  
**Scott Moore, City Manager**

**ATTEST:**

\_\_\_\_\_  
**Lluvia Almaraz, City Secretary**

**CC LIESURE, LLC**

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**EXHIBIT A**  
**(Property)**





**KEY** All measurements are in feet

-  Main Castle (263ft x 138ft)
-  The Giant (84 x 257)
-  City Xscape (169 x 82)
-  SportSlam (95 x 95)
-  AirSpace Slide (42 x 108)
-  AirSpace Spaceman (Ø55)
-  AirSpace Pink Alien (Ø50)
-  Dino Bounce (Ø50)
-  Octoblast Moonwalk (77x93.5)
-  Boom Box (20 x 13)
-  Spiders (Ø40)
-  VIP Spiders (100 x 100)
-  Food Truck (20 x 9)
-  Medic (13 x 13)
-  Tickets / Check-in (22 x 15)
-  Merchandise (20 x 13)
-  Lockers (13 x 13)
-  Generator (100kW) (16x7)
-  Generator (55kW) (14x6)
-  Generator (20kW) (9x5)
-  Dumpster (22x8)
-  Porta Potty Standard (4x4)
-  Porta Potty ADA (8x6)
-  Trailer (size up to 53x8.5)
-  Vanity Fence
-  Tree
-  Parking Area ~237,000 sq ft



Map Image © Google (Taken: December 2023)