



San Jacinto River Authority

Lake Conroe Office
P.O. Box 329 · Conroe, Texas 77305
(T) 936.588.1111 · (F) 936.588.1114

License No. _____

LICENSE AGREEMENT – RESIDENTIAL

Name of Applicant: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email Address: _____

Boat Slip Dimensions: _____ Constructed By: _____

Please check all that apply: Residential Structure Lawn Irrigation Other

Explain If Other: _____

Land/Subdivision: _____ Lot: _____ Block: _____ Section: _____

Site Address: _____

City: _____ State: _____ Zip: _____

Type of Construction: Wood Concrete Metal 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

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

Licensee represents and warrants that the proposed/existing structure or permitted or licensed activity described in this License 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, and 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 San Jacinto River Authority.

Licensee agrees to conduct the licensed and/or permitted activities 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 will be solely responsible for paying a reinstatement fee established by SJRA.

Applicant/Licensee agrees Licensee is required to timely pay SJRA annual license fees to maintain the Licensee's structures and facilities on SJRA property. The residential license fees are calculated according to an annual 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 all annual license fees owed under this License Agreement, Licensee will be in breach of this Agreement, this License will be considered revoked, and Licensee's unlicensed structure and/or facility will constitute a purpresture and trespass subject to penalties, as well as immediate removal by SJRA, at the trespassing person's or entity's expense. If Licensee fails to pay all required annual license fees when due, Licensee authorizes SJRA, without the necessity of any further notice, to remove any and all previously licensed structures and/or facilities at Licensee's own expense.

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.