

**LICENSE AGREEMENT BETWEEN THE CITY OF SEGUIN  
AND THE WILSON POTTERY FOUNDATION FOR THE DISPLAY OF POTTERY AND  
OTHER ARTIFACTS AT THE SEBASTOPOL HOUSE**

**WHEREAS**, the City of Seguin ("the City") owns the property located at 704 Zorn Street, Seguin, Texas, known as the Sebastopol House; and

**WHEREAS**, the Wilson Pottery Foundation is a non-profit entity formed to preserve the cultural legacy of pottery and other artifacts from the H. Wilson and Company; and

**WHEREAS**, H. Wilson and Company, founded by freed slaves, began crafting its unique style of pottery in the Seguin area in 1869; and

**WHEREAS**, H. Wilson and Company is widely considered the first African-American owned business in the State of Texas; and

**WHEREAS**, the Wilson Pottery Foundation was established to preserve the legacy of H. Wilson and Company by operating a museum and educating the public on this important aspect of Texas history; and

**WHEREAS**, the Wilson Pottery Foundation's mission is in the public's interest, and serves a public purpose for the City of Seguin; and

**WHEREAS**, the City of Seguin has taken over the ownership and operation of the Sebastopol House, subject to certain restrictions aimed at protecting the historical limecrete structure; and

**WHEREAS**, the City's use of the Sebastopol House as a museum and an example of limecrete construction leaves ample space for joint use by the Wilson Pottery Foundation for a museum; and

**WHEREAS**, the City of Seguin finds that the use of the Sebastopol House by both the City and the Wilson Pottery Foundation is in the public interest.

**FOR AND IN CONSIDERATION** of the premises and mutual agreements, covenants, and conditions hereinafter set forth, the City and the Wilson Pottery Foundation agree as follows:

1. **Premises:** Wilson Pottery Foundation ("WPF") shall share the use of the Sebastopol House with City of Seguin (the "City").
2. **Use:** As to WPF the Sebastopol House shall be used as a museum dedicated to preserving the legacy of H. Wilson and Company and the history of the African-American people of Seguin and Guadalupe County.
3. **Duration:** The term of this License is ten (10) years. The License will automatically renew for successive five year terms unless either party seeks

to terminate the License, by giving the other party notice of termination at least sixty (60) days prior to the end of a given License term.

4. **Termination:** This License may be terminated by either party, for any reason, upon receipt of written notice sixty (60) days prior to the termination date.
5. **Insurance:** WPF shall purchase and maintain the following insurance policies from a company licensed to sell insurance in the state of Texas: (1) a Commercial General Liability policy with a combined single limit of at least One Million Dollars (\$1,000,000.00). The City shall be named as an additional insured on each policy. **WPF AGREES THAT THE CITY SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSS OR DAMAGE TO ANY WPF PROPERTY LOCATED IN THE SEBASTOPOL HOUSE.**

6. **Clauses & Covenants:**

a. At its own expense WPF agrees to:

- i. Display items in freestanding display cases, with the full understanding that no alterations may be made to the inside of the Sebastopol House. No alterations means that no nails, screws, or other devices may be placed into or onto the walls for any purpose whatsoever.
- ii. Pay the City the sum of \$850.00 per month for personnel costs necessary to keep the Sebastopol House open an additional two days. Payment of this sum shall begin on the date WPF begins to utilize the Sebastopol House and shall continue for the remainder of the 2012 fiscal year (ending September 30, 2012). Each fiscal year this sum shall be adjusted to include the actual costs of maintaining personnel.
- iii. Install signage identifying and promoting the Wilson Pottery Foundation Museum, provided that the signage receives the approval of the City of Seguin City Council, and complies with Chapter 82 of the Code of Ordinances, City of Seguin.
- iv. Only access or use the Sebastopol House on the days and times established by the City. The Sebastopol House will be open on Wednesday through Sunday each week during normal business hours, after approval of this Agreement. Use outside of these hours must be approved, in advance, by the City in order to coordinate access to the property. WPF shall be responsible for the staffing costs associated with use outside normal work hours.



- v. Provide educational training and materials to City personnel so that the City may best present to the public information on the displays maintained by the WPF.
- b. WPF agrees not to:
  - i. Use of the Sebastopol House for any purpose other than that stated in this License.
  - ii. Create a nuisance or permit any waste.
  - iii. Use of the Sebastopol House in any way that is extra-hazardous, would increase insurance premiums, or would void insurance on the building.
  - iv. Alter the Sebastopol House, including the walls, fixtures or other areas of the inside of the Sebastopol House without the City's written consent, which may be given by the City Manager.
  - v. Use the Sebastopol House, or any of the contents therein, in any manner that would violate the Agreements between the City of Seguin and the Texas Parks and Wildlife Department.
- 7. **Initial Plans.** Within six months from the date this License becomes effective working with professionals and the Texas Historical Commission, WPF shall develop a conceptual plan, including layout and design, for utilizing the available space in the Sebastopol House to tell the story of Wilson Pottery and the African-American Community in Seguin, and the surrounding area, and show how artifacts and pottery will be displayed.
- 8. **Transferability:** The rights and obligations created by this License may not be transferred or assigned to another party without the express written consent of the City.
- 9. **Venue:** This License shall be interpreted and executed in accordance with the laws of the State of Texas and the ordinances of the City of Seguin, Texas. Venue and jurisdiction of any suit or right or cause of actions arising under or in connection with this License shall be exclusively in Guadalupe County, Texas, and any court of competent jurisdiction shall interpret this License in accordance with the laws of the State of Texas.
- 10. **Amendment of License:** This License may be amended only by an instrument in writing and signed by the City and WPF.
- 11. **Entire Agreement:** This document represents the entirety of the License between the City and WPF. No oral or other written contracts outside of this

License shall have any effect unless they are approved in writing by both parties and made a part of this License.

In witness whereof, the parties have signed and executed this License Agreement this, the 10 day of March, 2012.

CITY OF SEGUIN

WILSON POTTERY FOUNDATION

Douglas G. Faseler  
Douglas G. Faseler, City Manager  
City of Seguin

Laverne E. Britt  
Laverne Britt, President  
Wilson Pottery Foundation

ATTEST:

Lisa Mervino

ATTEST:

\_\_\_\_\_