

Co-Sponsorship Agreement

This *Dripping Springs Visitors Bureau Co-Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and the Dripping Springs Visitors Bureau ("Co-Sponsor").
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Stephenson Building, the field adjacent to the building, and the parking adjacent to the building by Co-Sponsor. The event will promote tourism in the City of Dripping Springs.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold an event at the area shown in Attachment "A". The Dripping Springs Visitors Bureau seeks to have an event at the area in Attachment "A" that includes twelve local breweries which will set up in 10 x 10 foot tents in the parking lot of the Stephenson Building. Live entertainment consisting of a band will be present. Parking will be available for the event in the field adjacent to the Stephenson building.
4. **SCOPE:** This Agreement applies to Co-Sponsor's utilization of the area as shown in Attachment "A" for the reasons stated above, which shall be conducted March 25, 2023 from 11 a.m. – 5 p.m.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at 101 Old Fitzhugh Rd, Dripping Springs, Texas 78620 and adjacent field.
6. **OBLIGATIONS OF THE CITY:**
 - 6.1. The City agrees to allow Co-Sponsor to utilize the area in Attachment "A" for the purpose stated in Section 3, at no cost. The use will include use by tents for brewers, parking, food trucks, and related activities. This obligation is contingent on final special event permit and site plan approval by the City.
 - 6.2. The City agrees to provide City maintenance staff to assist with parking set up and set up of city trash receptacles. The Co-Sponsor will collect the trash and provide the trash bags. The Co-Sponsor will work with the Maintenance Director to establish a plan for pre-event and post-event assistance.

- 6.3. The City agrees to provide use and setup of barricades for the event, but is not obligated to fill them with water or drain them in accordance with the safety plan.
- 6.4. The City agrees to allow the Co-Sponsor to use the City's logo for this event subject to the City's Branding Guidelines as directed by the City's Communications & Marketing Director.
- 6.5. The City will provide access to water and electricity for the event as shown in Attachment "B".
- 6.6. The City will waive the special event bond.
- 6.7. The City agrees to allow the Co-Sponsor to use trash receptacles from Dripping Springs Ranch Park at no cost and to store the trash receptacles on the Stephenson Building porch March 24th through 26th, 2023.

7. OBLIGATIONS OF THE CO-SPONSOR:

- 7.1 Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event.
- 7.2 Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.3 Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.
- 7.4 Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.
- 7.5 Co-Sponsor agrees not to perform waste or damage to the area.
- 7.6 Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- 7.7 Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the area.
- 7.8 Co-Sponsor shall deliver three hundred dollars (\$300) in compensation to the City prior to the event to reimburse the City for staff time and rental of the barricades.

8. INDEPENDENT CONTRACTOR: The Parties agree that Co-Sponsor and their attendees and agents are independent contractors and are neither agents nor employees of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff to achieve the goals of this Agreement.

9. INJURIES/INSURANCE: Co-Sponsor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees, if any. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees

may sustain while performing services under this Agreement. Co-Sponsor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Co-Sponsor uses the services of any of Co-Sponsor's employees for the provision of services to the City.

10. DURATION: This Agreement shall be enforceable when signed by both parties and shall be deemed terminated March 26th, 2023 or as outlined below.

11. TERMINATION:

- 11.1 This Agreement may be terminated by mutual consent of the parties.
- 11.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to commencement of the use of the area.
- 11.3 Termination shall release each party from all obligations of this Agreement, except as specified below.
- 11.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 11.5 *Force Majeure:* In situations in which Co-Sponsor's participation at the area must be delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

12. INDEMNIFICATION:

CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CITY.

13. CONTROLLING LAW & VENUE: Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

14. NOTICES: Any notice provided for by this Agreement and any other notice, demand, or communication which either party may wish to send to the other, shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, or (c) registered or

certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended at such party's address as set forth below.

City:

Attention: City Administrator
Post Office Box 384
Dripping Springs, Texas 78620
Phone: (512) 858-4725

Co-Sponsor:

Attention: Pam Owens
509 West Mercer, Unit 13
Dripping Springs 78620

- 15. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.
- 16. ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other Party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- 17. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 18. SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 19. MERGER:** This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written, made with respect to the participation at DSRP.
- 20. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 21. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the _____ day of _____ 2023.

City of Dripping Springs:

Dripping Springs Visitors Bureau

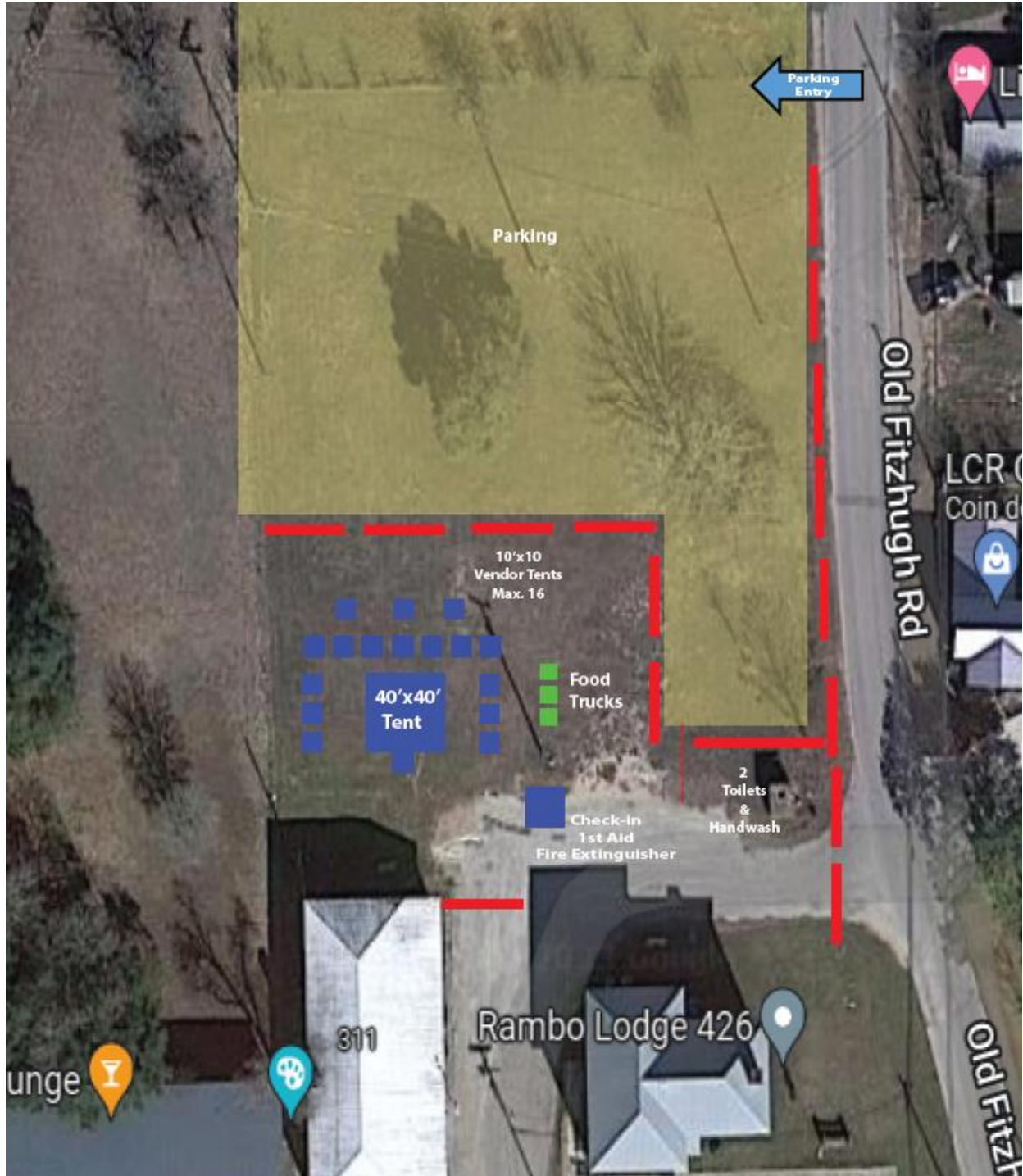
by: _____
Michelle Fischer, City Administrator

by: _____
Pam Owens, President

ATTEST:

by: _____
Andrea Cunningham, City Secretary

ATTACHMENT "A"



ATTACHMENT "B"

