

## **PARKING AGREEMENT**

This Parking Agreement (the “**Agreement**”) is made as of this \_\_\_ day of March 2023 (the “**Effective Date**”) by and between the City of Dripping Springs, Texas (the “**City**”) and Roxie’s, LLC (“**Roxie’s**”).

WHEREAS, City seeks to use the parking lot at 299 Mercer Street, Dripping Springs, Texas 78620 (the “**Premises**”) for the City’s Founder’s Day (the “**Event**”); and

WHEREAS, the City finds that it is a benefit to the City and its residents to use the premises for the described Event; and

NOW THEREFORE, for valuable consideration, the receipt which is hereby acknowledged, the City and Roxie’s, LLC agree as follows:

### **A. LIABILITY COVERAGE**

The City hereby agrees that it will obtain and keep in force liability coverage to cover its liability for its events to take place on the Premises in the minimum amounts of \$1,000,000 per occurrence (or another appropriate agreed upon amount) and will add Roxie’s and owner Charles Hayden as covered parties for personal injury, bodily injury and property damage claims arising from the City hosting the Event on the Premises. Said liability policies shall name Roxie’s and owner as additional covered parties. The City shall furnish to Roxie’s and the owner Certificates of Coverage evidencing that the aforesaid insurance coverage is in full force.

### **B. SPONSORSHIP**

During the term of this Agreement, the City agrees to identify and acknowledge Roxie’s as a sponsor of the Event, by displaying Roxie’s’ logo and other agreed-upon identifying information on the City’s marketing, advertising, and promotional media in connection with the Event, in the manner (placement, form, content, etc.) reasonably agreed upon by the City and Roxie’s, if any. Further, the City agrees to identify and acknowledge Roxie’s as an in-kind sponsor for the Event. Roxie’s agrees to provide all the necessary content and materials for use in connection with such sponsorship if needed. During the term of this Agreement, the Founders Day Festival will access and use the parking lot from 12:00 p.m. Thursday, April 26, 2023 to 12:00 a.m., Sunday, April 30, 2023.

### **C. TERM AND TERMINATION**

The Term of this Agreement will begin on the Effective Date and continue for a period of one (1) year. The Agreement shall automatically renew for one (1) year Terms unless (i) either party terminates for any reason upon sixty (60) days prior written notice to the other party; or (ii) both parties agree to terminate by mutual written consent. Notwithstanding the foregoing, should Roxie’s end its lease or the owner sells the Premises to any party other than Roxie’s, LLC, this Agreement may be terminated on the sale date of the Premises.

### **D. CLEANUP**

The City agrees that it will, within a reasonable period and using its own money and resources, clean the Premises after the Event is over.

**M. Scott Roberts**

**Roxie's, LLC**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY**

Bill Foulds, Jr.

Mayor, City of Dripping Springs

Signature: \_\_\_\_\_