

Co-Sponsorship Agreement

This *Dripping Springs 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 Ashley Tullis ("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 promotion and use of the event area located at 101 Old Fitzhugh Rd. and the field adjacent to the event area by Co-Sponsor. The event will promote tourism and civic engagement in the City of Dripping Springs which is considered to be a public purpose by the City.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to sponsor and help facilitate an event at the area shown in Attachment "A". The Co-Sponsor seeks to work in conjunction with the City to have an event at the area in Attachment "A" that includes showing a movie, supplying beverages and snacks to attendees, and providing other live entertainment. Parking will be available for the event on Mercer Street and in the public parking lots. No Parking shall be allowed on the field where the movie is being shown.
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 take place on December 2, 2022.
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 the 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. The use will allow use of tables and tents for beverages or food, public parking in the areas designated above, and other related activities.
 - 6.2. The City agrees to provide City staff to assist with facilitating the showing of the movie.
 - 6.3. The City agrees to provide and setup a projector and screen for the purposes of showing the movie. The City will provide an appropriate seasonal movie that the City has the right to show.

- 6.4. The City agrees to design promotional materials such as flyers and social media post listing Co-Sponsor as Title Sponsor for the event.

7. OBLIGATIONS OF THE CO-SPONSOR:

- 7.1 Co-Sponsor agrees to provide a sponsor fee of one thousand dollars (\$1,000) to the City prior to the event in furtherance of the public purpose stated herein.
- 7.2 Co-Sponsor agrees to provide hot chocolate, water, and popcorn for the event. Co-sponsor is responsible for providing all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.3 Co-sponsor agrees to provide a person dressed in an appropriate seasonal costume to greet the public at the event.
- 7.4 Co-Sponsor shall grant the City permission to use the Co-Sponsor's logo on any marketing and promotional material related to this event for the duration of this Agreement.
- 7.5 Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.
- 7.6 Co-Sponsor agrees not to perform waste or damage to the area.
- 7.7 Co-Sponsor shall exercise reasonable care and due diligence to avoid harming the area.

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.

10. DURATION: This Agreement shall be enforceable when signed by both parties and shall be deemed terminated after the completion of the obligations of each party 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, seven (7) 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

Co-Sponsor:

Attention: Ashley Tullis
333 East Hwy 290, Unit #300
Dripping Springs, Texas 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 the event area.
- 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 November 2022.

City of Dripping Springs:

Co-Sponsor

by: _____
Michelle Fischer, City Administrator

by: _____
Ashely Tullis, Co-Sponsor

ATTEST:

by: _____
Andrea Cunningham, City Secretary

ATTACHMENT "A"

**Christmas on Mercer
Movie Night Event Map**

