

BREWERS FESTIVAL (2025)
COLLABORATION
AGREEMENT

between

City of Dripping Springs

and

Dripping Springs Chamber of Commerce,
Inc.

Contract No. DRI20250218

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BREWERS FESTIVAL (2025) COLLABORATION AGREEMENT

THIS BREWERS FESTIVAL (2025) COLLABORATION AGREEMENT IS ENTERED BY AND BETWEEN THE CITY OF DRIPPING SPRINGS AND DRIPPING SPRINGS CHAMBER OF COMMERCE, INC.

WHEREAS, the City of Dripping Springs hosts various community events aimed at fostering local culture, arts, and commerce, including events intended to promote local brewers, in Dripping Springs, Texas; and

WHEREAS, the Chamber of Commerce is dedicated to building the best environment for business in the region and is committed to improving the economic vitality of the Dripping Springs area; and

WHEREAS, the Parties mutually desire to collaborate on hosting the 2025 Brewers Festival on March 29, 2025, which will serve as a platform for local brewers to display, sample and sell their craft beers, while also enhancing community engagement and supporting local economic development; and

WHEREAS, the Parties have successfully worked together on previous events and wish to build on that success by formalizing their collaboration for the upcoming Festival; and

WHEREAS, the Parties recognize the importance of establishing clear terms and conditions to govern their collaboration, ensuring a well-organized and successful Festival;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND THE CHAMBER AGREE AS FOLLOWS:

ARTICLE 1. GENERAL

1.1 Recitals

The foregoing recitals are incorporated into this Agreement by reference as if expressly set forth herein.

1.2 Effective Date

This Agreement shall be effective on the date upon which all the binding signatures of all Parties to this Agreement are affixed.

1.3 Term

This Agreement shall remain in effect until December 31, 2025 unless earlier terminated in accordance with section 1.5 below.

1.4 Purpose and Scope

The purpose of this Agreement is to establish the terms and conditions under which the Parties will collaborate to the Festival.

1.5 Termination

This Agreement may be terminated by either Party with 30 days' written notice. In the event of termination, any payments due to each Party will be paid within 30 days of being invoiced by the other Party.

ARTICLE 2. DEFINITIONS

In this Agreement:

- (a) **“Chamber of Commerce”** means Dripping Springs Chamber of Commerce, Inc., a corporation registered to do business in Texas.
- (b) **“City”** means the City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas.
- (c) **“Festival”** means a festival hosted in accordance with this Agreement.

ARTICLE 3. FESTIVAL HOSTING

3.1 Date, Time and Location of Festival

A Festival will be held on March 29, 2025 at a location and during times to be determined by the City.

3.2 City Management

Except as otherwise specifically set out in this Agreement, the City will have broad discretion to determine, select, secure and manage all aspects of the Festival, including but not limited to the following:

- (a) Festival layout,
- (b) vendor and brewer capacity,
- (c) live music (if any),
- (d) tent rental,
- (e) solid waste removal,
- (f) ice,
- (g) security,
- (h) tables and chairs,
- (i) washrooms,

- (j) fees,
- (k) Texas Alcoholic Beverage Commission permitting, and
- (l) the procurement of any goods or services conducive to the successful hosting of the Festival.

3.3 Chamber Support and Participation

The Chamber will use its best efforts to help promote the Festival, solicit sponsors and partners, and provide volunteers to staff the Festival.

3.4 Adverse Weather

If the Festival cannot be hosted on its scheduled date at the scheduled location due to adverse weather conditions, the City may, at the City's sole discretion:

- (a) cancel the Festival,
- (b) reschedule the Festival to a different date at the same or an alternate location, or
- (c) relocate the Festival indoors to an alternate location on the originally scheduled date.

ARTICLE 4. FINANCIAL

4.1 Profit Sharing

The parties agree to equally share the profits of the Festival, being all the net revenue remaining after deducting reasonably incurred direct expenses related to the Festival. For greater certainty, each party shall bear its own costs of internal labor related to the Festival.

4.2 Accounting

Each party will maintain accurate records and receipts of expenses and income subject to this Article, which will be open for inspection and review by the other party and its advisors, auditors and relevant consultants upon reasonable notice subject to applicable law.

ARTICLE 5. MARKETING AND PROMOTION

5.1 Press Releases

- (a) Subject to paragraph (b), each of the parties will draft and issue one or more press releases promoting the Festival.
- (b) Each party will collaborate with the other party before issuing a press release regarding the Festival and, in particular, will provide the other party with a reasonable opportunity to review and comment on each proposed press release.

5.2 Design Approval

Each banner and social media design related to the Festival must be approved by the City before posting.

5.3 Logo Usage

Without limiting the generality of section 5.2 above, use of City logos in connection with the Festival must comply with the City's Logos and Seal Ordinance.

5.4 Sponsorships

Event sponsorships for the Festival may be negotiated and agreed upon by mutual consent of the Parties, provided that the Parties will each receive 50% of sponsorship revenue.

ARTICLE 6. MISCELLANEOUS

6.1 Assignment

Neither Party's obligations under this Agreement may be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other Party.

6.2 Insurance

The Chamber agrees to maintain public liability insurance carried by one or more insurance companies duly authorized to transact business in Texas in an amount of at least one million dollars (\$1,000,000) and naming the City of Dripping Springs, Texas as an additional insured. The Chamber agrees to deliver to the City certificates of insurance confirming the coverages required under this section upon execution of this Agreement and thereafter as requested.

6.3 Indemnification

THE CHAMBER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR IN CONNECTION WITH THE FESTIVAL, EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6.4 Compliance with Laws

Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and applicable to the Parties performing the terms and conditions of this Agreement.

6.5 Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

6.6 Amendment

This Agreement may only be amended in writing signed by both parties.

6.7 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

6.8 Notice

- (a) All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
P.O. Box 384
Dripping Springs, TX 78620

For the Chamber:

Attention: Susan Kimball
400 W. Hwy 290 Suite B-205
Dripping Springs, TX 78620
susan@dstxchamber.com.

- (b) Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

6.9 Force Majeure

Each of the Parties shall be excused from any delays and failures in the performance of the terms and conditions of this agreement, to the extent that such delays or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

6.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

6.11 Venue

The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas.

6.12 Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, e mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.13 Section Headings, Exhibits

The article, section and subsection headings of this Agreement, shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

6.14 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

6.15 Binding Effect

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

[THIS SPACE INTENTIONALLY BLANK]

6.16 Survival

Despite the duration of this Agreement, the following provisions, and the terms and conditions contained therein, shall remain in effect: 1.1, 1.5, Article 2, section 3.2, Article 4, section 5.4, and Article 6.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

THE CITY:
City of Dripping Springs

THE CHAMBER:
Dripping Springs Chamber of Commerce, Inc.

Michelle Fischer
City Administrator

Susan Kimball
President

Date

Date