

AGREEMENT FOR MUSIC FRIENDLY PROGRAM

Dripping Springs Visitors Bureau and City of Dripping Springs for the Music Friendly Community Program with the Texas Office of the Governor

THIS AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and the Dripping Springs Visitors Bureau, a registered Texas non-profit organization.

I. RECITALS

- A. The Dripping Springs Visitors Bureau is a registered Texas non-profit in good standing whose purpose is to promote tourism and serve as ambassadors to connect visitors-guests and the community.
- B. The City and Visitors Bureau wishes to enter into an agreement in order to ensure compliant with the Music Friendly Community Program with the Texas Office of the Governor.
- C. The City and Visitors Bureau entered into a Memorandum of Understanding with the State of Texas for the Maintenance of the Texas Music Industry Directory related to the Music Friendly Community Program outlining certain responsibilities for becoming a Music Friendly City in February 2021 in Attachment “A”.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants described herein, the parties hereto agree as follows:

A. Duties of Dripping Springs Visitors Bureau

- 1. Assist the Office of the Governor (OOG) in maintaining the Dripping Springs Music Industry dataset, located at: <https://gov.texas.gov/apps/music/directory/results/all/p1/city/dripping%20springs>.
- 2. Update and export the Dripping Springs dataset twice annually during the months of January and July, to be sent to the OOG for update of the online Directory within three (3) months of receiving the exported dataset from the OOG.
- 3. Promote public awareness of the Dripping Springs Music Industry dataset and encourage utilization by industry members.

4. Maintain a webpage related to the Music Friendly Community Program for the City of Dripping Springs.
5. Hold committee meetings related to the Music Friendly Community Program.

B. Duties of the City

1. Assist the Visitors Bureau in promoting public awareness of the Dripping Springs Music Industry dataset and encourage utilization by industry members.
2. Provide a representative to the Committee created by the Visitors Bureau.
3. Assist with marketing and marketing materials related to the Texas Music Friendly Community Program as needed.

D. Designations

1. The Dripping Springs Visitors Bureau is designated as the managing party for the City for the Texas Music Friendly Community Program related to the Memorandum of Understanding with the State of Texas.
2. The Dripping Springs Visitors Bureau is designated as the point of contact for the public for the Texas Music Friendly Program.
3. The City of Dripping Springs will also provide a managing party related to the Memorandum of Understanding with the State of Texas.

E. Miscellaneous

1. Term: Upon execution by the Parties, this Agreement shall commence effective upon the signature of the last Party to sign this Agreement, and shall remain in effect for a period of one year, unless extended by option of the Parties or terminated earlier pursuant to the terms of this Agreement. This Agreement may be extended by agreement of the Parties in any increment of months, for up to thirty-six (36) months.
2. No part of this Agreement may be assigned or delegated without the prior written consent of the other party.
3. Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party thirty (30) days written notice.
4. This Agreement shall be subject to the laws and statutes of the State of Texas. The Venue for any legal disputes arising under this Agreement shall be Hays County.

5. Each party to this Agreement shall be solely responsible and liable for the acts, errors, and omissions of its officers, agents, and employees, and for any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees. No indemnification of one party by the other party is intended or shall be implied by this Agreement.
6. This Agreement will automatically terminate if the City ceases participation in the Texas Music Friendly Program.
7. All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient's address as stated in this Agreement; or Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement:

To the City:

City of Dripping Springs
 Attn: City Administrator
 PO Box 384
 Dripping Springs, TX 78620

To Visitors Bureau:

Dripping Springs Visitors Bureau
 Attn: Pam Owens
 509 Mercer Street
 Dripping Spring, TX 78620

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and the Visitors Bureau.

8. This Agreement shall be effective upon final signing by both parties.

IN WITNESS WHEREOF, The City of Dripping Springs and Visitors Bureau have executed this Agreement on the dates indicated.

CITY OF DRIPPING SPRINGS:

VISITORS BUREAU:

 Bill Foulds Jr., Mayor

 Pam Owens, President/CEO

 Date

 Date

ATTEST:

Andrea Cunningham, City Secretary

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING