

EVENT SERVICES AGREEMENT

This **Event Services Agreement** (the “**Agreement**”) is entered into effective as of _____, (the “**Effective Date**”) by and between the **City of Dripping Springs**, a Texas general law municipality (the “**City**”), and **[Contractor Legal Name]**, a **[entity type / individual]** (the “**Contractor**”). The City and Seller may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

1. ENGAGEMENT; SCOPE; AND TERM

- 1.1 The City engages Contractor to provide the goods and services described in Attachment A — Scope of Services, Schedule, and Pricing (the Services), and Contractor accepts that engagement subject to this Agreement.
- 1.2 Contractor shall furnish all personnel, supervision, equipment, materials, supplies, transportation, delivery, setup, operations, cleanup, removal, permits, and incidentals necessary for complete, safe, timely, and professional performance of the Services, except items expressly assigned to the City in Attachment A.
- 1.3 The term begins on the Effective Date and continues for five (5) years, ending on the fifth anniversary of the Effective Date (the **Contract Term**), unless earlier terminated under this Agreement. The Contract Term is subject to available appropriations and all required City approvals. No renewal is effective unless approved by a written amendment signed by the Parties as required by law and City policy.
- 1.4 During the Contract Term, the City may, at its option, obtain Services for City-sponsored events. The City reasonably expects annual Founders Day Festival and Christmas on Mercer events to occur during the Contract Term; those events are examples only and do not limit the City’s right to obtain Services for any other City-sponsored event. The City is not required to obtain Services for any event in any year.
- 1.5 The City shall request Services through a written Event Service Order signed by an authorized City representative. Each Event Service Order shall identify, as applicable: the event; service dates and hours; sites and access windows; required Goods or Services; quantities; the applicable notice category; the applicable uniform rate-card pricing or vendor price-sheet/list pricing and notice-tier discount; special performance requirements; and City and Contractor points of contact. An Event Service Order may be issued for all or part of the Services and may be amended only in writing by an authorized City representative.

- 1.6 **Uniform Pricing; Vendor Price Sheets.** Contractor shall provide the same rate for the same Good or Service whether ordered for Founders Day Festival or Christmas on Mercer. Contractor may submit either: (a) a rate card that identifies the unit rate applicable to each notice category; or (b) Contractor's own current price sheet or published price list, provided that Contractor identifies the applicable unit rate or percentage/other discount from that price sheet or list for each notice category. Contractor may charge only rates, discounts, and objectively defined supplemental charges expressly stated in Attachment A or in the accepted vendor price sheet/list, such as approved after-hours labor, delivery-zone charges, minimum-shift charges, or event-management charges.
- 1.7 **Notice Categories.** The City may issue an Event Service Order under one of the following notice categories: (a) Planned Event Order—at least 120 days before the first service date; (b) Standard Event Order—90 to 119 days before the first service date; (c) Expedited Event Order—30 to 89 days before the first service date; or (d) On-Call Order—fewer than 30 days before the first service date.
- 1.8 **Performance Obligation for Timely Orders.** For a Planned Event Order, Standard Event Order, or Expedited Event Order, Contractor shall furnish all Goods and Services ordered by the City in accordance with this Agreement, the applicable Event Service Order, and the accepted pricing. Contractor shall not decline, reduce, substitute, or delay those Goods or Services except with the City's prior written approval or due to Force Majeure. Contractor is not required to reserve or commit a specified capacity before receipt of an Event Service Order.
- 1.9 **On-Call Orders.** For an On-Call Order, Contractor shall promptly advise the City whether the requested Goods or Services are available. Contractor is not obligated to perform an On-Call Order unless Contractor accepts the order in writing. If accepted, the applicable On-Call rate applies.
- 1.10 This Agreement is nonexclusive and does not guarantee Contractor any minimum amount, volume, frequency, annual event assignment, or value of Services. The City may procure similar services from others, self-perform, or elect not to purchase Services. The City's decision not to issue an Event Service Order for a particular event or year is not a breach, waiver, termination, or representation that the City will order Services in a later year.

2. STANDARD OF PERFORMANCE; PERSONNEL; AND SAFETY

- 2.1 Contractor shall perform the Services in a timely, courteous, professional, safe, and workmanlike manner, consistent with applicable law, applicable industry standards, the solicitation documents, City event rules, and reasonable City directions.
- 2.2 Contractor represents that it has and will maintain the skill, experience, personnel, licenses, equipment, financial capacity, and resources necessary to perform the Services. Contractor shall provide the key personnel and staffing levels proposed in its response or otherwise approved by the City. Contractor shall not substitute key personnel or materially reduce staffing without the City's prior written approval.

2.3 Contractor is solely responsible for the acts and omissions of its employees, agents, subcontractors, suppliers, and anyone for whom Contractor is responsible. Contractor may not subcontract a material portion of the Services without the City's prior written consent.

2.4 Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, permits, and safety requirements. Contractor shall comply with site-access instructions, load-in/load-out schedules, traffic-control restrictions, and event rules. Contractor shall immediately notify the City of any unsafe condition, material service interruption, incident, claim, damage, or circumstance likely to impair timely performance.

3. COMPENSATION; INVOICING; AND CHANGES

3.1 As full compensation for Services expressly authorized in an Event Service Order, the City shall pay Contractor in accordance with Attachment A, the accepted rate card or vendor price sheet/list, and the applicable Event Service Order. Contractor's compensation includes all costs necessary to perform the Services unless Attachment A or the applicable Event Service Order expressly identifies an approved reimbursable cost.

3.2 Contractor shall submit a complete, accurate, itemized invoice after satisfactory performance or at the intervals stated in Attachment A. The City may reject an incomplete, inaccurate, unsupported, or noncompliant invoice. Payment is subject to the City's receipt and approval of a proper invoice and applicable law.

3.3 The City is exempt from sales and use taxes to the extent provided by law. Contractor shall not invoice the City for exempt taxes.

3.4 No change to the scope, price, schedule, personnel, or other Agreement term is valid or payable unless authorized in a written amendment, change order, or Event Service Order amendment signed by an authorized City representative. Contractor shall not perform extra work in reliance on oral direction, an invoice, a quote, a vendor form, or a communication from a person without authority to bind the City.

3.5 City payment or use of any Services does not constitute acceptance of nonconforming performance or waiver of any City right or remedy.

4. INSURANCE; INDEMNITY; AND RISK

4.1 Contractor shall maintain the insurance required by **Attachment B — City Insurance Requirements**, throughout the Agreement term and any period when Contractor is performing Services. Contractor shall furnish certificates and endorsements acceptable to the City before beginning performance and upon renewal of coverage.

- 4.2 To the fullest extent permitted by Texas law, Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees, agents, volunteers, attorneys, and representatives from and against claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney's fees and defense costs, to the extent arising out of or resulting from Contractor's negligence, recklessness, willful misconduct, violation of law, breach of this Agreement, or acts or omissions of Contractor or anyone for whom Contractor is responsible. Nothing in this Agreement requires the City to indemnify Contractor or waives any immunity, defense, or limitation of liability available to the City.
- 4.3 Contractor is responsible for loss of or damage to City property caused by Contractor or anyone for whom Contractor is responsible. Contractor shall promptly repair the damage or reimburse the City for reasonable repair or replacement costs.

5. CITY RIGHTS; SUSPENSION; AND TERMINATION

- 5.1 The City may monitor Services, inspect equipment and work areas, reject nonconforming Services, require cure when feasible, withhold payment for nonconforming or unperformed Services, and obtain replacement services at Contractor's expense to the extent permitted by law and this Agreement.
- 5.2 The City may suspend all or part of the Services by written notice. Contractor shall promptly protect and secure affected work, equipment, and materials. Any adjustment resulting from a City-directed suspension must be authorized in a written amendment.
- 5.3 The City may terminate this Agreement for cause if Contractor materially breaches the Agreement, fails to timely or safely perform, fails to maintain required insurance or licensing, makes a material misrepresentation, or fails to cure a breach after written notice when cure is feasible. The City may also terminate for convenience by written notice. Upon termination, Contractor shall stop Services as directed, protect City property, provide work product and records requested by the City, and submit a final invoice only for Services satisfactorily performed through the termination date.
- 5.4 Contractor's rights and remedies are limited to those expressly stated in this Agreement and applicable law. Contractor shall not be entitled to lost profits, consequential damages, or anticipated unperformed work.

6. CONTRACT DOCUMENTS; MUNICIPAL REQUIREMENTS; AND GENERAL TERMS

- 6.1 The Contract Documents consist of this Agreement; Attachment A; Attachment B; the City's solicitation and all written addenda; Contractor's response and pricing to the extent accepted by the City; required disclosures and certifications; and written amendments, change orders, and task orders. In the event of a conflict, the following order of precedence applies:
1. Written amendments, change orders, and task orders;
 2. This Agreement;

3. Attachment A and Attachment B;
 4. Written addenda;
 5. The City's solicitation; and
 6. Contractor's response and pricing, but only to the extent accepted by the City and not inconsistent with higher-precedence documents.
- 6.2 The City rejects any term in Contractor's quote, invoice, purchase order, work order, delivery ticket, online term, click-through term, or other Contractor document that changes this Agreement; limits Contractor's obligations; imposes City indemnity; waives immunity; changes governing law or venue; requires arbitration or mandatory mediation; modifies payment obligations; or is otherwise inconsistent with or less favorable to the City than the Contract Documents.
- 6.3 Contractor shall timely provide all disclosures, certifications, questionnaires, and filings required by applicable law, City policy, or the solicitation, including conflict-of-interest disclosures and a Certificate of Interested Parties when applicable. Contractor represents that its response was genuine and not collusive and that it did not collude, conspire, or agree with another person to manipulate competition or obtain an improper advantage.
- 6.4 Contractor is an independent contractor and not an employee, agent, partner, or joint venturer of the City. Contractor is solely responsible for its employees, payroll, taxes, benefits, workers' compensation, and operating methods.
- 6.5 Contractor shall retain records relating to Services, pricing, invoices, and performance for the period required by law or stated in the Contract Documents, and shall make those records available for City inspection or audit as permitted by law.
- 6.6 Neither Party is liable for delay caused by an event beyond its reasonable control and without its fault or negligence, including severe weather, fire, flood, or governmental order. Contractor shall use reasonable efforts to mitigate delay and promptly notify the City. The City may revise, postpone, relocate, or cancel an event by written direction; any resulting adjustment is limited to the adjustment expressly authorized by a written amendment.
- 6.7 Contractor may not assign this Agreement or any right to payment without the City's prior written consent. An attempted assignment without consent is void.
- 6.8 Notices must be in writing and delivered by hand, nationally recognized overnight courier, certified mail, or confirmed email to the contacts below or to a replacement contact designated by written notice.

To the City:

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

To Contractor:

[Contractor Legal Name]
Attn: [Name/Title]
[Address]
[City, State, ZIP]
Email:

- 6.9 Texas law governs this Agreement. Mandatory and exclusive venue for any suit, claim, or proceeding arising from or relating to this Agreement lies in a court of competent jurisdiction in Hays County, Texas.
- 6.10 This Agreement does not waive governmental immunity, official immunity, or any other City defense, limitation, or protection. The City's rights and remedies are cumulative. A waiver is effective only if in writing and signed by the City official authorized to grant it.
- 6.11 This Agreement contains the entire agreement between the Parties concerning its subject matter and may be amended only by a written instrument approved and signed by the Parties as required by law and City policy. If a provision is invalid or unenforceable, the remaining provisions remain effective.
- 6.12 This Agreement may be executed in counterparts and by electronic signature. Each person signing represents that the person has authority to bind the Party for whom the person signs.

CITY OF DRIPPING SPRINGS

[CONTRACTOR LEGAL NAME]

**ATTACHMENT A
SCOPE OF SERVICES, SCHEDULE, AND PRICING**

- A.1 Procurement Category:** [Insert]
- A.2 Authorized Annual Events:** [Founders Day Festival / Christmas on Mercer / other City-sponsored event if authorized]
- A.3 Contract Term:** Five (5) years from the Effective Date
- A.4 Event Service Order:** Required before performance for each event
- A.5 Applicable Notice Category:** [120+ days / 90–119 days / 30–89 days / on-call under 30 days]
- A.6 Pricing Source:** [Accepted rate card / accepted vendor price sheet or published price list and applicable discount]

Service / Item	Unit	Quantity or Schedule	Unit Price	Extended Price
[Insert]	[Insert]	[Insert]	\$	\$

- A.7 Special Performance Requirements:** [Insert]
- A.8 City Designated Contact:** [Insert]
- A.9 Contractor On-Site Contact:** [Insert]

**ATTACHMENT B
CITY INSURANCE REQUIREMENTS**

[Attach the City's current contractor insurance requirements, including applicable additional-insured, waiver-of-subrogation, primary/noncontributory, automobile, workers' compensation, professional liability, security, transportation, or other category-specific requirements.]