

## **Dripping Springs Ranch Park Tractor Sponsorship**

**THIS AGREEMENT** made this the 11<sup>th</sup> day of December 2018 by and with ACM Tractors hereinafter called the "*Sponsor*", and the City of Dripping Springs hereinafter called "*City*" (also both individually referred to as the "*Party*" or collectively as "*Parties*") acting herein by its Mayor, Todd Purcell hereunto duly authorized.

**WHEREAS**, the Sponsor will fund a tractor to be used at Dripping Springs Ranch Park ("Ranch Park") for their events; and

**WHEREAS**, the tractor is equipment needed for the operation of the Ranch Park for the citizens of the City; and

**WHEREAS**, the City agrees to provide signage and event benefits to the Sponsor.

**WITNESSETH**, that the Sponsor and the City for the considerations stated herein mutually agree as follows:

### **ARTICLE 1. Statement of Sponsorship**

The Sponsor shall fund required equipment, including a tractor for use at the Ranch Park by the City.

### **ARTICLE 2. Sponsor's Duties**

- 1. Required Equipment.** The Sponsor shall fund a Kioti Tractor Model KL 7320 to be leased to the City for a period of eighteen (18) months for use at Ranch Park.
- 2. Purchase.** After conclusion of the term of this Agreement, the Sponsor shall give the City an opportunity to purchase the equipment at its fair market value. The City shall have thirty (30) days to either: (1) return the equipment; or (2) enter into a purchase agreement with the Sponsor following the term of this Agreement.
- 3. Logos.** The Sponsor shall provide the desired logos to the City within seven (7) days of execution of this Agreement. Sponsor may change logos at any time, but the City will only fund one set of logo signs at Ranch Park.

### **ARTICLE 3. City's Duties**

- 1. Signage.** The City shall allow the placement of three signs at Dripping Springs Ranch Park at three mutually agreed locations. No sign shall be larger than 32 square feet and the City shall provide and place the signs within thirty (30) days of receipt of usable logo from the Sponsor.
- 2. Verbal Recognition.** The City shall provide verbal recognition of the Sponsorship at City-Sponsored Events. These include, but are not limited to, the DSRP Riding Series Horse Shows, the Dripping Springs Fair and Rodeo and other city and co-sponsored events. This includes up to two announcements at each event or one announcement each day at multi-day events.

3. **Social Media and Website.** The City shall place the logo and link of the Sponsor on the Dripping Springs Ranch Park Facebook Page and Ranch Park Web Page for the term of this Contract. Logos and links shall be placed within fourteen (14) days of receipt of usable logo from the Sponsor.
4. **Special Event Permit Fees.** The City shall waive half of all fees for special event room rentals for the Sponsor during the term of this Agreement for up to two (2) days of discounted rental.
5. **Display of Equipment.** During Horse Shows, Rodeos, Bull Rides and other Livestock events the Sponsor shall be given space to be determined depending on the event to display tractors and other equipment. The placement shall be mutually agreed to by Ranch Park staff and the Sponsor in order to avoid issues related to access and safety of events and shall be completed after the regular set up of any event. The City shall not be responsible for any damage to or by any displayed equipment. Before displaying equipment, Sponsor shall show proof of property damage and liability coverage for the displayed equipment.
6. **Display of Logo on Screens.** During events where the tv screens are in use, the City shall display the logo of the Sponsor on digital screens in use at the event.
7. **Maintenance of Equipment.** The City shall be responsible for maintenance of the equipment and shall use Sponsor for all maintenance services.
8. **Insurance.** The City shall maintain adequate property coverage on the equipment that includes the total cost of the equipment in case of damage to equipment.

#### **ARTICLE 4. Miscellaneous Provisions**

1. **Term.** The term of this agreement is eighteen (18) months. The Agreement can be renewed by written agreement of both parties. The effective date of this Agreement will be the date both parties have signed.
2. **Non-assignability.** Neither the City nor the Board shall assign any interest in this Agreement without the prior written consent of the other Party.
3. **Amendment.** This Agreement embodies the entire agreement between the Parties and may not be modified unless in writing and executed by all Parties.
4. **Warranty.** The Sponsor agrees to remedy all defects appearing in the equipment that are not strictly related to wear and tear for the period of this Agreement, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects.
5. **Termination.** The City or the Sponsor may terminate this Agreement: (a) for a breach of any term in this Agreement upon thirty (30) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such

failure is not cured within thirty (30) days of receipt of written notice of default; or (b) by the mutual written consent of both the City and the Sponsor.

6. **Notice.** Any notice and/or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

**To the City:**

City of Dripping Springs  
Attn: Michelle Fischer  
PO Box 384  
Dripping Springs, TX 78640

**To the Sponsor:**

ACM Kioti Tractors  
Attn: Allen Berry  
2407 S IH35, Suite 120  
San Marcos, TX 78666

7. **Force Majeure.** No party to this Agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.
8. **Law & Venue.** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.
9. **Severability.** If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.
10. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter.

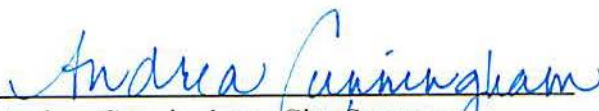
**CITY OF DRIPPING SPRINGS:**

  
\_\_\_\_\_  
Todd Purcell, Mayor

**ACM TRACTORS:**

\_\_\_\_\_  
Allen Berry, President

**ATTEST:**

  
\_\_\_\_\_  
Andrea Cunningham, City Secretary



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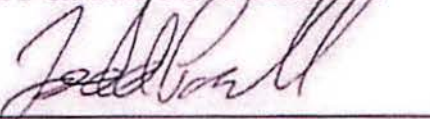
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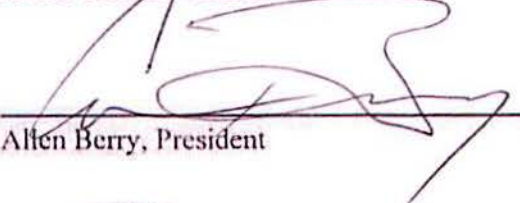
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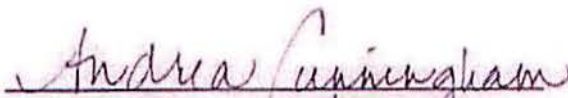
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Todd Purcell, Mayor

**ACM TRACTORS:**

  
\_\_\_\_\_  
Allen Berry, President

**ATTEST:**

  
\_\_\_\_\_  
Andrea Cunningham, City Secretary





## **CORPORATE CERTIFICATIONS**

I, Sandra Berry, certify that I am the Secretary/Treasurer of the corporation named as Sponsor herein; that **Allen Berry** who signed this Agreement on behalf of the Sponsor, was the **President** of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

  
Sandra Berry, Corporate Secretary