

Dripping Springs Ranch Park Tractor Sponsorship & Purchase Agreement

THIS AGREEMENT made this the 8th day of September, 2020, by and with ACM Tractors and Kioti hereinafter called the “Sponsors”, 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, Bill Foulds, Jr. hereunto duly authorized.

WHEREAS, the Sponsors will sell for purchase below fair market value at a cost of \$25,000.00 a formerly leased 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 the placement of signage and event benefits to the Sponsor.

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

ARTICLE 1. Statement of Sponsorship. The Sponsor shall sell required equipment, including a tractor for use at Ranch Park by the City.

ARTICLE 2. Sponsor’s Duties

1. **Required Equipment.** The Sponsor shall sell a tractor to the City.
2. **Purchase.** The City shall purchase the tractor from the Sponsor for twenty-five thousand dollars (\$25,000) as shown in the attached invoice in Attachment “A”.
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 or banner shall be larger than 4 x 8 square feet and the City shall provide and place the signs within thirty (30) days of receipt of usable logo from the Sponsor.
2. **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.

3. **Display of Equipment.** City Co-Sponsored events and other requested events the Sponsor shall be given space to display up to (2) 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.

ARTICLE 4. Miscellaneous Provisions

1. **Term.** The term of this agreement is eighteen (18) months.
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:

If to the City:

City of Dripping Springs
Attn: City Administrator
511 Mercer Street/P.O. Box 384
Dripping Springs, Texas 78620

If to the Sponsors:

ACM Tractor Sales
Attn: Brian Kuehn
2407 S IH35 STE. 120
San Marcos, Texas 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:

Bill Foulds, Jr., Mayor

Date

Attest:

Andrea Cunningham, City Secretary

KIOTI:

Signature

Printed Name & Title

Date

Attest:

Signature

Printed Name & Title

ACM TRACTORS:

Signature

Printed Name & Title

Date

Attest:

Signature

Printed Name & Title

Attachment "A"

ACM TRACTOR SALES
2407 S IH35 STE. 120
SAN MARCOS, TX 78666

Invoice No. **QUOTE**

Customize...

Invoice

Customer

Name Dripping Springs Ranch Park
Address
City Dripping Springs State TX ZIP
Phone

Date 8/17/20
Order No. 0
Rep Brian Kuehn
FOB

Qty	Description	Unit Price	TOTAL
1	Kioti RX7320PCB TRACTOR SN# UW5000101	\$27,000.00	\$27,000.00
1	KIOTI KL7320QA LOADER SN# 180406013	\$4,000.00	\$4,000.00
-1	18 Month extension of sponsorship with KIOTI Tractor and ACM Tractor Sales. 09/01/2020 - 3/1/2020	\$6,000.00	(\$6,000.00)

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

SubTotal	\$25,000.00
Shipping & Handling	
Taxes State	
TOTAL	\$25,000.00

Office Use Only

Please fill free to call if you have any questions.
ACM TRACTOR SALES 512-392-2639

Thanks for the opportunity to serve you!