

LICENSE AGREEMENT

This License Agreement (this “License”) is made by and between the City of Dripping Springs, a Type A General Law city (“Licensor”), and Dripping Springs Visitors Bureau, a Texas non-profit corporation (“Licensee”), effective as of the date set forth on the signature page hereto.

WHEREAS, that certain property more particularly described below (the “Property”) is public property owned and maintained by Licensor; and

WHEREAS, as a public service, for the benefit and improvement of the community, Licensee intends to display holiday decorations and lights; and

WHEREAS, subject to the terms and conditions of this agreement, the City hereby grants Licensee a revocable exclusive license to display holiday decorations and lights at the locations described below; and

WHEREAS, the Licensor finds that it is the best interest of the City and its residents to display holiday decorations and lights;

WHEREAS, the City finds that the placement of decorations and the use of funds in the City’s downtown area and City facilities serves a public purpose;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. License. Licensee shall have the right to enter upon the Licensed Property including City Property and right-of-way to install, mount, maintain, and take down holiday decorations and lights and for all purposes related thereto. Licensed property is:

- (a) Both areas around entrance signs to Mercer Street Historic District;
- (b) Corner at Mercer Street in front of 330 Mercer Street;
- (c) Flower bed in front of Grant property at 300 Mercer Street;
- (d) Large Oak Tree adjacent to Mazama Coffee at 301 Mercer Street;
- (e) Giving Tree wall at the corner of Mercer Street and North Bluff Street;
- (f) Dripping Springs Visitors Bureau and Dripping Springs Chamber of Commerce offices located at 509 Mercer Street;
- (g) Corner at Mercer Street and North San Marcos Street near Wells Fargo Bank; and
- (h) East side of the Old Fitzhugh Road right-of-way, north of Mercer Street.

2. Licensor. Shall provide:

- (a) A City agrees to match up to five thousand dollars (\$5,000) of funds donated to or used by the Visitors Bureau for the projected, City “donated funds” to the Visitors Bureau Lighting Program to be used for lighting and decorations as listed in Section 1 above; and
- (b) City Staff assistance under the direction of the City Administrator or the Administrator’s designee for the photo opportunity on Mercer Street.

3. **Decorations.** Decorations include lighted holiday structures including deer, a tree, wreaths, snowmen, string lights, and a sign thanking donors. Additional decorations may be allowed contingent on the approval of the City Administrator
4. **Duration.** Decorations may be on City Property until January 7, 2021.
5. **Consideration.** In consideration for this License, Licensee agrees to install the holiday decorations and lights in a good and workmanlike manner.
6. **Assignment.** Licensee shall not assign this License to any third party without the express written consent of Licensor, such consent not to be unreasonably withheld. This License shall bind and inure to the benefit of the parties hereto, their respective heirs, successors and permitted assigns.
7. **Licensee's Duties.**
 - (a) **Compliance with City Code.** Decorations shall be done to City Standards. All decorating shall be done in a safe and workmanlike manner and shall not interfere with the use of the city right-of-way or city property.
 - (b) **Coordination with City.** Decorations shall be placed with supervision of City Staff if requested by Licensor. Licensee shall give Licensor at least twenty-four (24) hours' notice before placing any decorations or lights.
 - (c) **Use of Donated Funds.** Licensee agrees to use the donated funds as listed above only in the manner described in this Agreement and to provide all information, receipts, and records related to the expenditure of the funds upon request of the City.
 - (d) **Inspection.** The Licensee shall allow for inspection by the Licensor at any time.
8. **Licensor's Duties.**
 - (a) Licensor shall provide an adequate site for the decorations as outlined above.
 - (b) Licensor shall allow decorations requiring electricity to use Licensor's electricity supply at no cost to Licensee.
9. **Licensor's Rights.** The Licensee's right to use the Licensed Property as provided in this Agreement is expressly subject and subordinate to the present and future right of the Licensor to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets, and related appurtenances on, beneath, or above the Licensed Property. The Licensor shall take reasonable measures to prevent damage to the decorations.
10. **Contingency.** This Agreement is contingent on the Licensee putting up and taking down the holiday decorations and lights without damaging Licensed Property.

- 11. Termination.** Either party may terminate this Agreement with seven (7) days' notice for any reason.
- 12. Indemnity.** Licensee shall hold harmless, defend and indemnify Licensor against any suits, liabilities, claims, demands or damages, including without limitation personal injuries and attorneys' fees, arising from Licensee's exercise of the License. The Licensor shall not be responsible for any damages to the holiday decorations.

IN WITNESS WHEREOF, the undersigned have executed this License Agreement effective as of the ____ day of _____, 2020.

LICENSOR

City of Dripping Springs

LICENSEE

Dripping Springs Visitors Bureau

Bill Foulds, Jr. Mayor

Pam Owens, President & CEO

Date

Date

ATTEST:

Andrea Cunningham, City Secretary