



# City of Dripping Springs Co-Sponsorship Agreement

CLEAR

Co-Sponsor Name: Juana Searcy

Organization: Pride of Dripping Springs

Address: 220 Retha Dr., Dripping Springs, TX 78620

Phone Number: 5123088646 Email: juana.searcy@gmail.com

## Event Description/Purpose:

Family-friendly indoor festival celebrating the LGBTQ+ community and the positive impact that inclusivity and collaborative resources can provide. It's a REALLY fun party. Highlights include local vendors, live entertainment, concessions, a Kids Corral sponsored by the YMCA with athletic activities and bounce houses. In the evening, an over-the-top Drag Queen Show tops the marquee for attendees 18 and older. Proceeds from the event sponsor scholarships for local seniors.

Event Date: 24-Mar-2023 Event Location: DSRP, 1042 Event Center Dr., Dripping Springs, TX 78620

## THIS CO-SPONSORSHIP AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- **Parties.** The City of Dripping Springs, Texas ("City") and Co-Sponsor, as indicated above.
- **Agreement.** The agreement documents shall consist of the Co-Sponsorship Agreement, Policy and Application form ("Attachment "A").
- **Scope.** This Agreement applies to Co-Sponsor's utilization of the City's property for the Event and reasons stated above.
- **Obligations of the City.** The extent of the City's obligations under this Agreement is that the City agrees to display a banner for the Event at city facilities and parks, post the Event on the City's website calendar and City social media sites, and adhere to all obligations described in Attachment "A".
- **Obligations of Co-Sponsor.** Co-Sponsor agrees to oversee the organization and execution of the Event and agrees to keep the City informed of plans for the Event as described in Attachment "A". Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event. Co-Sponsor will put City logo on event banners.
- **Independent Contractor.** The Parties agree that Co-Sponsor is an independent contractor and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.
- **Safety.** Co-Sponsor agrees to abide by all state, federal, and local rules and regulations. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage. Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable.
- **Site Maintenance.** Co-Sponsor agrees not to waste or damage City property and right-of-way. In addition, Co-Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-of-way. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
- **Duration.** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

- **Termination.** This Agreement may be terminated by mutual consent of the parties. It may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, thirty (30) days prior to the Event. Termination shall release each party from all obligations of this Agreement, except termination of this agreement shall not prohibit or impair a claim by either party based upon any breach of this Agreement.
- **Force Majeure.** In situations in which Co-Sponsor's participation in the Event is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.
- **INDEMNIFICATION.** CO-SPONSOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH CO-SPONSOR UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CO-SPONSOR.
- **Notice.** Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended. Mail notice to the City as: Attention: City Administrator, Post Office Box 384, Dripping Springs, Texas 78620.
- **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without prior written consent of the other party. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and Co-Sponsor.
- **Severability.** In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within this Agreement.
- **Modifications.** All amendments or modifications to the Agreement must be in writing. No amendment or modification shall be effective until it is in writing and approved by both parties.
- **Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. To the extent there are any conflicts between this Agreement and the attachments, this Agreement shall govern. This Agreement supersedes all other agreements, oral or written.
- **Venue for Disputes.** In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is *Hays County, Texas*. This Agreement shall be construed in accordance with the laws of the State of Texas.

**ACKNOWLEDGMENT:**

**Owner:**  
City of Dripping Springs, Texas

**Co-Sponsor:**  
Pride of Dripping Springs

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_  
Juana Searcy, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**DRIPPING SPRINGS**  
Texas

**SUBMIT**

## Co- Sponsorship Application

SPONSORING ORGANIZATION NAME: Pride of Dripping Springs

### APPLICANT

Name: Juana Searcy

Position: President

Contact Number: 5123088646

Email: juana.searcy@gmail.com

Address: 220 Retha Dr., Dripping Springs, TX 78620

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### EVENT

NAME: Pride of Dripping Springs Festival 2023

START DATE/TIME: 3/24/23

END DATE/TIME: 3/24/23

ADDRESS: DSRP, 1042 Event Center Dr., Dripping Springs, TX 78620

ESTIMATED ATTENDANCE: 2000

### EVENT DESCRIPTION

Family-friendly indoor festival celebrating the LGBTQ+ community and the positive impact that inclusivity and collaborative resources can provide. It's a REALLY fun party. Highlights include local vendors, live entertainment, concessions, a Kids Corral sponsored by the YMCA with athletic activities and bounce houses. In the evening, an over-the-top Drag Queen Show tops the marquee for attendees 18 and older. Proceeds from the event sponsor scholarships for local seniors.

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes  No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes  No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes  No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes  No

WILL ADMISSION BE CHARGED?

Yes  No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes  No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes  No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes  No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes  No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes  No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

Logo will be showcased on all promotional material and logo will be on digital marquee.

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

Facebook, Twitter, Instagram, advertising at the Triangle, Dripping Springs Outlook, advertising through neighboring community PRIDE organizations.

WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?

We had incredible success with our last two events. Community support was overwhelming. Last year we were able to give out 6 \$500 scholarships.

PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:

This Event

- Promotes the City as a desirable place to live, visit and do business.
- Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.
- Enhances the quality of life and wellbeing of some or all residents of the community.
- Advances the City's commitment to and pride in being a multicultural community.  
Promotes the historic districts.
- Promotes cultural and artistic awareness among the citizenry.

Pride of Dripping Springs strives to broaden awareness and create an environment of diversity and inclusion through education, resources, and events for the LGBTQ+ community. In its third year of existence, Pride of Dripping Springs continues to make significant progress in showcasing the positive impact that inclusivity and collaborative resources can provide by expanding its offerings of scholarship programs, resources and visibility within the community. Support of Pride of Dripping Springs Festivals showcases the City's commitment to being a multicultural community, as well as it's committment to providing resources to residents who are undersupported and marginalized.

\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE:

COMMENTS:

**CITY ADMINISTRATOR:**

DATE:  APPROVE  DENY  NOT REQUIRED

**DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:**

DATE:  APPROVE  DENY  NOT REQUIRED

**CITY COUNCIL:**

DATE:  APPROVE  DENY  NOT REQUIRED

## ***Sign Request Form***

*THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.*

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

**Banner Width & Height: 4 feet tall by 8 feet wide**

**Banner Material and Grommets: vinyl with hemmed grommets every 2 feet**

**WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.**

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

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NAME OF ENTITY: **Pride of Dripping Springs**

NAME OF REPRESENTATIVE: **Juana Searcy**

MAILING ADDRESS: **220 Retha Dr., Dripping Springs, TX 78620**

TELEPHONE NUMBER **5123088646**

EMAIL ADDRESS: **juana.searcy@gmail.com**

**DESCRIPTION OF EVENT OR SERVICE:**

Family-friendly indoor festival celebrating the LGBTQ+ community and the positive impact that inclusivity and collaborative resources can provide. It's a REALLY fun party. Highlights include local vendors, live entertainment, concessions, a Kids Corral sponsored by the YMCA with athletic activities and bounce houses. In the evening, an over-the-top Drag Queen Show tops the marquee for attendees 18 and older. Proceeds from the event sponsor scholarships for local seniors.

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

Pride of Dripping Springs Festival 2023  
Date: June 23, 2023 Time: 1pm - midnight  
Location: Dripping Springs Ranch Park

SIGN DIMENSIONS AND HEIGHT: 4 ft x 8 ft

SIGN MATERIALS:

Vinyl banner with hemmed grommets every 2 feet

REQUESTED DATE FOR SIGN TO BE DISPLAYED:

(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER  NONCOMMERCIAL  TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

At the Triangle located at the junction of 12 & 290.



\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE:

APPROVE



DENY





Event General Liability Insurance  
**Proposal & Application**

All Premiums have been paid!

<b>PROPOSAL NUMBER</b> 3110483
<b>PREPARED ON</b> 02/10/2023
<b>PRICING VALID UNTIL</b> 02/17/2023 (7 days)

<b>PREPARED FOR</b> Pride of Dripping Springs Juana Searcy 220 Retha Dr., Dripping Springs, TX 78620 Phone: 5126262393 Email: kathleenb@dstxevents.com	<b>LICENSED AGENT (ALL 50 STATES)</b> East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley, CA 95945
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<b>PROPOSAL CREATED BY</b> www.TheEventHelper.com Inc. Direct Sale PO Box 1549, Grass Valley, CA 95945 Phone: (530) 477-6521 Email: info@eventhelper.com	<b>INSURED BY</b> Evanston Insurance Company NAIC: 35378 Rating: A.M. BEST A(Excellent) XV
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<b>COVERAGE LIMITS</b> Each Occurrence (Includes Bodily Injury and Property Damage) \$1,000,000 Damage to Rented Premises \$100,000 Personal & Advertising Injury \$1,000,000 Products / Completed Operations Aggregate \$2,000,000 General Aggregate \$2,000,000 Medical Payments \$5,000 Liquor Liability Host Included Waiver of Subrogation Not Included Primary & Non-Contributory Not Included Additional Insured(s) Included Hired & Non-Owned Auto Not Included Deductible \$1,000	<b>POLICY COVERAGE INTENT</b> <b>This is just a brief overview, see policy for exact coverage.</b> Property Damage Coverage for your rented Event Locations. Bodily Injury Coverage for your Event Attendees. Protection from Property Damage & Bodily Injury Lawsuits.
	<b>COST BREAKDOWN</b> Premium \$244.86 Stamping Fees \$0.18 Tax \$11.88 Policy Fee \$83.08 Risk Purchasing Group Membership Cost \$0.00
	<b>Amount Paid \$340.00</b>

<b>EVENT DETAILS</b> Where is your event? <b>TX</b> Total days of coverage you need? <b>3</b> Estimated total attendance? <b>2,000</b> <b>Festival &amp; Cultural Event - Indoor Only</b>	<b>UNDERWRITING QUESTIONS</b> See Underwriting Document
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<b>COVERAGE TERM</b> 06/23/2023, 06/24/2023, 06/25/2023	We can accept cash or check on a very limited basis and for only certain types of events. If you don't have a credit card or debit card, please contact us at least 30 days before the start date of your event at 855-493-8368 or info@theeventhelper.com. Payment must be made received and posted by us prior to the first coverage date on the policy.
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<b>ADDITIONAL INSUREDS (SHOWING 1 OF 1)</b> Dripping Springs Ranch Park 1042 Event Center Dr. Dripping Springs, TX 78620
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# Event General Liability Insurance Proposal & Application

All Premiums have been paid!

<b>PROPOSAL NUMBER</b> 3110483
<b>PREPARED ON</b> 02/10/2023
<b>PRICING VALID UNTIL</b> 02/17/2023 (7 days)

If I choose to cancel my general liability policy, I will be subject to a refund fee of \$83.08, the full Administration Charge on my policy. In the very unlikely case www.TheEventHelper.com's coverage terms do not meet my venue's insurance requirements and cannot be amended to do so, I am eligible for a full refund of my policy price. No refunds will be issued after the commencement of the policy period. [See full refund policy.](#)

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

I agree to and understand the terms and conditions of my policy(s).

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

I confirm that none of the excluded event types or services will be provided by the insured on this policy.

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

I understand injuries to athletic/sporting participants, performers/crews and volunteers will not be covered by this policy.

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

I understand there is no coverage for any losses due to any communicable disease such as Coronavirus disease (COVID-19).

**Kathleen Rogers Baligad Agreed on March 7, 2023 at 08:04 AM**

## NOTICE TO THE APPLICANT

No fact, circumstance or situation indicating the probability of a Claim or action for which coverage may be afforded by the proposed insurance is now known by any person(s) or organization(s) proposed for this insurance other than that which is disclosed in this application. It is agreed by all concerned that if there is knowledge of any such fact, circumstance or situation, any Claim subsequently emanating there from shall be excluded from coverage under the proposed insurance.

For the purpose of this application, I declare that to the best of my knowledge and belief, after reasonable inquiry, the statements in this application and in any attachments, are true and complete. Underwriting Managers or the Company are authorized to make any inquiry in connection with this application. Signing this application does not bind the Company to provide or the Applicant to purchase the insurance.

If the information in this application and any attachment materially changes between the date this application is signed and the effective date of the policy, I will promptly notify the underwriter, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

## INSURANCE FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions, and subjects the person to criminal and civil penalties.

[Click here for STATE-SPECIFIC FRAUD WARNING STATEMENTS](#)

[Please review SAMPLE POLICY here](#)

## TERMS AND CONDITIONS

A. I warrant to the Company, that I understand and accept the notice stated above and that the information contained herein is true and that it shall be the basis of the policy and deemed incorporated therein, should the Company evidence its acceptance of this application by issuance of a policy.

B. I confirm that I understand that this policy excludes coverage for: any Person while Practicing for or Participating in a Demonstration, Show, Competition, Contest or Athletic Event; Animal Exposures; (classified animal event removes animal exclusion) Assault & Battery; Auto Exposures; Communicable Diseases; Cyber Acts, Incidents or Data Breaches; Explosives; Firearms; Unmanned Aircraft

C. I confirm that there will be no Mosh Pits or Fireworks/Pyrotechnics (Only Cold Sparklers OK).

D. I understand there is no coverage for water activities, amusement devices, inflatables, rides or animals (classified animal event removes animal exclusion). This does not mean I cannot have them at my event, it means this policy will exclude coverage for water activities, amusement devices, inflatables, rides or animals. This policy will not cover any athletic or sports participants, employees, volunteers, or individuals compensated by the insured.

E. I understand that the event types under "EXCLUDED EVENT TYPES" are excluded from this policy.

## EXCLUDED EVENT TYPES & ACTIVITIES

Aircraft Events; Boat Shows (on the open water); Cannabis Events or Products; Childcare; Concerts with Rap, Hip Hop, Heavy Metal, or Hard Rock; Firework/Pyrotechnics including Hot Sparklers; Fraternity Events; Go Kart Races; Hang Gliding/SkyDiving; Haunted Attractions; Haunted Houses; Hot Air Balloon Rides or Events; Motorized Sporting Events; Music Events with Overnight Exposure; Obstacle Races and Mud Runs; Parachuting; Parasailing; Political or Activist Events including Protests, Rallies or Marches; Raves; Roller Coasters/Sky Coasters; Roller Derby; Roller Skating Events; SkyDiving; Skateboarding; Sorority Events; Tractor Pulls; Trampolines; Unmanned Aircraft; Wall Climbing; War Games/Re-enactments; Water Events (unless classified as water event type); Water Slides; Weapon Events including Gun Shows

F. I am hereby notified that my policy will terminate effective no later than the date and time of its expiration. I have no right of automatic renewal and additional coverage will require application with no guarantee of approval or policy issuance.

I understand that by purchasing this insurance I am joining the Promotion, Event and Prize Purchasing Group.

[Click here for STATE-SPECIFIC NOTICES](#)

Licensed Agent in all 50 states: Will Maddux

<b>PROPOSAL NUMBER</b> 3110483
<b>ANSWERED ON</b> 02/10/2023
<b>POLICY EFFECTIVE</b> 06/23/2023

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## UNDERWRITING QUESTIONS & ANSWERS

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### Question 1:

Are there water activities, amusement devices, inflatables, rides or animals?

No  Yes

Answer Date: 02/10/2023

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### Question 2:

Will your event(s) be a political event, activist event, protest, rally or march?

No  Yes

Answer Date: 02/10/2023

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### Question 3:

Is there camping, sleeping overnight or events past 2am?

No  Yes

Answer Date: 02/10/2023

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### Question 4:

Will you or anyone under your direction be operating a golf cart, ATV or UTV?

No  Yes

Answer Date: 02/10/2023

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### Question 5:

Have you or anyone involved in the Event had more than 1 Event Liability Claims/Losses or any Event Liability Claim/Loss valued over \$10,000 in the past 5 years?

No  Yes

Answer Date: 02/10/2023

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### Question 6:

Does your event include a live concert or a DJ performance?

No  Yes

Answer Date: 02/10/2023

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### Question 6A:

Will your event have any of the following live music?

Alternative Rock, Heavy Metal, Hip Hop, Punk Rock, R & B, Rap, Ska or Spoken Word.

None of the Above Music Will Be Played  Yes

Answer Date: 02/10/2023

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### Question 6B:

Will someone else like the venue or an independent insured firm be in charge of security?

No  Yes

Answer Date: 02/10/2023

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### Question 7:

Will you, the insured, your operations, your products, or your event participation have any involvement with cannabis or cannabis-related products?

No  Yes

Answer Date: 02/10/2023

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### Question 8

Will your event involve any type of motorsports including but not limited to car, atv, utv or motorcycle racing, rallying,

stunts or burnouts?

No  Yes

*Answer Date: 02/10/2023*

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