

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 three (3) visitors guide boxes (the “Displays”); and

WHEREAS, subject to the terms and conditions of this agreement, the City hereby grants Licensee a revocable exclusive license to display three (3) visitors guide boxes at the locations described below; and

WHEREAS, the Licensor finds that it is the best interest of the City and its residents to display three (3) visitor guide boxes;

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 post and takeaway, three visitor guide boxes and for all purposes related thereto. Licensed property is:
 - (a) next to the pedestrian light in front of the Home Sweet Home store located at the corner of Mercer Street and Old Fitzhugh Road (see **Attachment A**);
 - (b) next to the bike racks in front of the Revel Wilde store located on Mercer Street (see **Attachment A**); and
 - (c) a location along Mercer Street to be mutually agreed upon by the City Administrator and the Dripping Springs Visitors Bureau Director.
2. **Duration.** Displays may be on City Property until December 31, 2025.
3. **Consideration.** In consideration for this License, Licensee agrees to install the visitors guide boxes in a good and workmanlike manner.
4. **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.
5. **Licensee’s Duties.**

- (a) **Compliance with City Code.** Displays shall be done to City Standards. All displays shall be installed 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.** Displays 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 Displays.
 - (c) **Inspection.** The Licensee shall allow for inspection by the Licensor at any time.
6. **Licensor's Duties.** Licensor shall provide an adequate site for the Displays as outlined above.
 7. **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 Displays.
 8. **Contingency.** This Agreement is contingent on the Licensee putting up and taking down three (3) visitors guide boxes without damaging Licensed Property.
 9. **Termination.** Either party may terminate this Agreement with seven (7) days' notice for any reason.
 10. **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 Displays.

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

ATTACHMENT A



