

FIRE IN THE SKY CO-SPONSORSHIP AGREEMENT

This **Fire in the Sky Co-Sponsorship Agreement** (“**Agreement**”) is entered into effective as of _____, (the “**Effective Date**”), by and between the **City of Dripping Springs, Texas**, a Texas general law municipality (the “**City**”), and **Carrie Isaac**, an individual (the “**Co-Sponsor**”). The City and Co-Sponsor may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

Recitals

- A. The City hosts and supports various community events in Dripping Springs, Texas.
- B. The Parties desire to collaborate on the public portion of the **Fire in the Sky/Fourth of July Fireworks Event** to be held at **Dripping Springs Ranch Park and Event Center** on or about **July 4, 2026** (the “**Event**”), subject to the terms and conditions of this Agreement;
- C. The Parties recognize the importance of establishing clear terms to protect public safety, City property, and the City’s financial and operational interests; and
- D. Co-Sponsor acknowledges that the City is entering into this Agreement in reliance on Co-Sponsor’s obligations, representations, insurance, payment, and compliance with all applicable laws and City requirements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Co-Sponsor agree as follows:

- 1. **Scope of Agreement.** This Agreement applies only to Co-Sponsor’s use of City property and City support for the public portion of the Event at Dripping Springs Ranch Park and Event Center. This Agreement does not grant Co-Sponsor any right to use City property for any private event or activity except as expressly stated in this Agreement or in a separate written rental agreement approved by the City.
- 2. **City Obligations.** The City’s obligations are limited to the following, unless otherwise approved in writing by the City Administrator:
 - (i) displaying a banner for the Event at the intersection of U.S. Highway 290 and Ranch Road 12, subject to City approval of the banner content, size, placement, and timing;
 - (ii) posting the Event on the City’s website calendar and City social media sites, subject to City approval of the content and timing of such postings; and
 - (iii) recognizing Co-Sponsor as the title sponsor for the Event.
- (b) The City does not assume responsibility for Event production, Event management, vendor coordination, fireworks operations, crowd control, traffic control, safety planning, cleanup, or any other obligation not expressly stated in this Agreement.

3. **Co-Sponsor Payment Obligation.**

- (a) Co-Sponsor shall pay the City a flat rate of Five Thousand and No/100 Dollars (\$5,000.00) for the public portion of the Event. This amount covers City staff labor for Dripping Springs Ranch Park staff, consumables, and equipment rental related to the public portion of the Event.
- (b) Co-Sponsor shall pay the \$5,000.00 flat rate no later than May 29, 2026, unless the City Administrator approves a different deadline in writing. The City may condition any Event approval, site access, City promotion, or City support on timely receipt of this payment.

4. **Additional City Costs; After-Event Invoice.** Co-Sponsor shall be responsible for any additional staff hours, labor, equipment, repair, replacement, or other costs incurred by the City due to excessive setup, excessive cleanup, damage, failure to comply with this Agreement, or Event conditions exceeding the City's ordinary expectations for the public portion of the Event. The City may invoice Co-Sponsor after the Event for such additional costs, and Co-Sponsor shall pay the invoice within thirty (30) days after receipt.

5. **No City Obligation to Pay Event Costs.** Except for the City obligations expressly stated in Section 2, Co-Sponsor is solely responsible for all costs, expenses, vendors, contractors, permits, licenses, security, traffic assistance, safety measures, insurance, taxes, fees, and obligations associated with the Event. The City shall not be responsible for any cost overrun, price escalation, surcharge, vendor invoice, third-party claim, or expense incurred by Co-Sponsor.

6. **Security and Traffic Assistance.**

- (a) Co-Sponsor shall, at Co-Sponsor's sole cost, arrange for and provide three (3) uniformed peace officers to provide security and traffic assistance for the public portion of the Event. The officers required by this Agreement are separate from and in addition to any uniformed officers required for Co-Sponsor's private event under any separate rental agreement.
- (b) Co-Sponsor shall provide the City with written confirmation of the officers' engagement, schedule, and assignment no later than ten (10) days before the Event. The City may require additional security, traffic control, emergency access, or public safety measures if the City determines such measures are necessary or appropriate for public safety.

7. **Event Specifications; City Approval.**

- (a) Co-Sponsor shall provide the City, in a form acceptable to the City, all Event specifications requested by the City, including without limitation:
 - (i) a fire prevention and control plan;
 - (ii) a fireworks inventory;

- (iii) a site plan;
 - (iv) a vendor list;
 - (v) a traffic and parking plan;
 - (vi) security and emergency access information;
 - (vii) evidence of all required permits, licenses, and approvals; and
 - (viii) such other information as the City reasonably requests.
- (b) The City may approve, reject, condition, or require revisions to any Event specification in the City's discretion, acting reasonably. Co-Sponsor shall not proceed with any portion of the Event requiring City approval unless and until such approval has been provided in writing.
8. **Permits, Laws, and Regulatory Compliance.** Co-Sponsor shall comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances, permits, licenses, and orders, including those relating to fireworks, fire prevention, food service, vendors, public safety, traffic, accessibility, alcohol, sanitation, and use of public property. Participants, vendors, and contractors in the Event shall obtain all itinerant vendor licenses, temporary food establishment permits, mobile food unit permits, and other permits or approvals required by applicable law or City policy.
9. **Fireworks and Public Safety.** Co-Sponsor shall take all reasonable and necessary steps to protect public safety and prevent fire damage, personal injury, property damage, and interference with emergency access. Co-Sponsor shall ensure that all fireworks-related activities are conducted only by properly licensed and qualified persons and in compliance with all applicable laws and approvals. The City may suspend, cancel, or require modification of fireworks activities if the City determines that safety, weather, drought, fire conditions, operational concerns, or legal requirements warrant such action.
10. **No Political Advertising.** Because the Event is held on City property, Co-Sponsor shall ensure that no political advertising, as defined by the Texas Election Code, occurs at the Event or appears on any signage, advertising, promotional materials, or communications for the Event.
11. **Site Maintenance; Damage; Cleanup.**
- (a) Co-Sponsor shall not commit waste or damage City property, facilities, fixtures, equipment, grounds, parking areas, or rights-of-way. Co-Sponsor shall exercise reasonable care and due diligence to avoid harm to City property and shall ensure that all trash and waste are placed in City-approved containers or otherwise removed as directed by the City.

- (b) Co-Sponsor shall be responsible for all damage, excessive cleanup, repair, replacement, or restoration costs arising out of or related to Co-Sponsor's Event activities, vendors, contractors, employees, invitees, attendees, or failure to comply with this Agreement.
12. **Independent Contractor.** Co-Sponsor is an independent contractor and is not an agent, employee, partner, joint venturer, or representative of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources, employees, contractors, vendors, volunteers, and Event participants. Co-Sponsor has no authority to bind the City or represent that Co-Sponsor may act on behalf of the City.
13. **Employees, Contractors, Vendors, and Volunteers.** Co-Sponsor shall ensure that Co-Sponsor's employees, contractors, subcontractors, vendors, volunteers, and other persons acting on Co-Sponsor's behalf comply with this Agreement. At the City's request, Co-Sponsor shall provide adequate evidence of any required licensing, insurance, qualifications, or authorization for such persons.
14. **Insurance.**
- (a) Co-Sponsor shall obtain and maintain the insurance required by **Attachment "A"** and any additional insurance reasonably required by the City based on the Event activities. The City shall be named as an additional insured on all applicable policies. Co-Sponsor shall provide certificates of insurance and required endorsements to the City upon execution of this Agreement and no later than ten (10) days before the Event.
- (b) The City may withhold approval, deny site access, suspend performance, or cancel the Event if Co-Sponsor fails to provide acceptable evidence of required insurance. Co-Sponsor waives rights of recovery against the City to the extent covered by insurance or required by this Agreement.
15. **Indemnification.**
- (a) DESPITE ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND IN ACCORDANCE WITH APPLICABLE LAW AND THE TEXAS CONSTITUTION, THE CITY DOES NOT AGREE TO INDEMNIFY CO-SPONSOR OR ANY OTHER PERSON FOR ANY EXPENSE, CLAIM, DAMAGE, LOSS, LIABILITY, OR COST IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE EVENT.

- (b) TO THE FULLEST EXTENT PERMITTED BY LAW, CO-SPONSOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LIABILITIES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE EVENT, CO-SPONSOR'S USE OF CITY PROPERTY, CO-SPONSOR'S BREACH OF THIS AGREEMENT, OR THE ACTS OR OMISSIONS OF CO-SPONSOR OR CO-SPONSOR'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, VENDORS, VOLUNTEERS, INVITEES, ATTENDEES, OR ANYONE ACTING UNDER CO-SPONSOR'S DIRECTION OR CONTROL, EXCEPT TO THE EXTENT CAUSED BY THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
16. **Duration.** This Agreement becomes enforceable when signed by both Parties and remains in effect until all duties and obligations under this Agreement are fully satisfied, unless earlier terminated as provided herein. Obligations that by their nature should survive termination, including payment, reimbursement, insurance, indemnification, damage, cleanup, public records, governing law, venue, and dispute provisions, shall survive termination.
17. **Termination by City.**
- (a) The City may terminate this Agreement, suspend the Event, deny use of City property, or withdraw City support upon written notice to Co-Sponsor if:
- (i) Co-Sponsor fails to make any required payment when due;
 - (ii) Co-Sponsor fails to provide acceptable insurance;
 - (iii) Co-Sponsor fails to provide required Event specifications, permits, licenses, security, or safety information;
 - (iv) the City determines that proceeding with the Event may create an unacceptable public safety, fire, weather, operational, legal, financial, or reputational risk;
 - (v) Co-Sponsor breaches this Agreement; or
 - (vi) termination is required or advisable due to governmental order, emergency, drought, burn ban, severe weather, natural disaster, or other circumstances affecting the City or the Event.
- (b) Termination shall not release Co-Sponsor from any payment, reimbursement, indemnification, insurance, cleanup, damage, or other obligation accrued before termination or arising from Co-Sponsor's acts or omissions.

18. **Termination by Either Party.** In addition to the City’s termination rights, this Agreement may be terminated by mutual written consent of the Parties. Either Party may terminate this Agreement without prejudice by written notice to the other Party delivered at least thirty (30) days before the Event. Termination shall not prohibit or impair a claim based on breach of this Agreement.
19. **Force Majeure.**
- (a) Neither Party shall be liable for delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other Party in writing and uses diligent efforts to resume performance. A “Force Majeure Event” means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, governmental actions prohibiting performance, severe weather, state of public emergency, or strike, but excluding changes in market conditions, increases in costs, shortage of funds, vendor nonperformance, subcontractor delays, or Co-Sponsor’s failure to arrange required staffing, security, insurance, permits, or approvals.
 - (b) No Force Majeure Event shall entitle Co-Sponsor to a refund, price increase, additional compensation, or extension except as expressly approved by the City in writing. If a Force Majeure Event prevents or materially affects performance, the City may terminate this Agreement without liability, penalty, or further obligation.
20. **Allocation of Price Risk.** Co-Sponsor assumes all risk of cost increases, including increases in labor, materials, fuel, transportation, equipment, insurance, security, vendors, fireworks, supplies, tariffs, duties, taxes, or governmental assessments. Under no circumstances shall the City be responsible for any price escalation, surcharge, or increased cost incurred by Co-Sponsor.
21. **Mandatory Disclosures and Government Contract Requirements.**
- (a) Texas law requires certain disclosures and certifications. Prior to the Effective Date, Co-Sponsor shall submit to the City a completed Conflict of Interest Questionnaire form approved by the Texas Ethics Commission, if required by Texas Local Government Code Chapter 176.
 - (b) Co-Sponsor represents and confirms that Co-Sponsor is in compliance with all Texas requirements related to government contracts, including, as applicable: (a) no boycott of Israel; (b) not being listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (c) no policy or practice of discriminating against firearm entities or firearm trade associations; (d) no boycott of energy companies; and (e) all other applicable Texas law and disclosure requirements.

22. **Public Information.** Co-Sponsor acknowledges that the City is a governmental body subject to the Texas Public Information Act. The City shall have no obligation to assert confidentiality for information submitted by Co-Sponsor except as required by applicable law. Co-Sponsor is responsible for clearly identifying any information Co-Sponsor believes may be confidential or proprietary, but the City's obligations shall be governed by applicable law.
23. **Assignment.** Co-Sponsor may not assign, delegate, transfer, or subcontract any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment, delegation, transfer, or subcontract without the City's prior written consent is void. Nothing in this Agreement gives any rights or benefits to any person other than the City and Co-Sponsor.
24. **Notices.**
- (a) All notices required or permitted under this Agreement shall be in writing and shall be delivered in person, by email with confirmation of transmission, or by deposit in the United States mail, postage prepaid, addressed as follows:
- | | |
|----------------------------|-------------------------------|
| To the City: | To Co-Sponsor: |
| City of Dripping Springs | Carrie Isaac |
| Attn: City Administrator | 100 Commons Road, Suite 7-125 |
| PO Box 384 | Dripping Springs, TX 78620 |
| Dripping Springs, TX 78620 | |
- (b) Either Party may change its notice address by providing written notice to the other Party. Notice is deemed received upon delivery if delivered in person, upon confirmation of transmission if delivered by email, and three (3) days after deposit in the U.S. mail if mailed.
25. **Entire Agreement; Priority.** This Agreement, including all attachments, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether oral or written. If there is a conflict between this Agreement and any attachment, this Agreement controls.
26. **Amendment.** This Agreement may be amended or modified only by a written instrument signed by both Parties. No City employee, officer, official, contractor, or representative may orally modify this Agreement or waive any requirement of this Agreement.
27. **Severability.** If any provision of this Agreement is held invalid, illegal, void, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law. The Parties agree to amend this Agreement to replace any invalid provision with a valid provision that most closely reflects the intent of the invalid provision.

28. **Waiver.** No waiver of any provision of this Agreement is effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach constitutes a waiver of any later breach of the same or any other provision.
29. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any legal action arising out of or related to this Agreement shall be in a court of competent jurisdiction located in Hays County, Texas. No dispute arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both Parties agree in writing to submit a specific dispute to arbitration or mediation after such dispute arises.
30. **Consequential Damages.** Neither Party shall be liable to the other for loss of profits or revenue, loss of use or opportunity, loss of goodwill, cost of substitute facilities, goods, or services, cost of capital, or any special, consequential, indirect, punitive, or exemplary damages. This limitation shall not limit Co-Sponsor's payment, reimbursement, repair, replacement, cleanup, insurance, or indemnification obligations under this Agreement.
31. **No Waiver of Immunity; No Debt.** Nothing in this Agreement waives or shall be construed to waive any immunity or defense of the City, including governmental immunity, sovereign immunity, official immunity, or any other immunity or defense available under law. Nothing in this Agreement creates a debt of the City in violation of the Texas Constitution or applicable law.
32. **Multiple Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which is considered an original and all of which together constitute one instrument. Signatures transmitted electronically or by facsimile shall be effective as originals.

CITY OF DRIPPING SPRINGS

CARRIE ISAAC

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS:

Parties providing goods, materials or services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein.

All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as an additional insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by insurance.
4. Be primary and non-contributory with respect to any insurance or self-insurance maintained by the City, to the extent applicable.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificates and Endorsements

Certificates of Insurance evidencing all required insurance coverages, together with additional insured endorsements and waiver of subrogation endorsements where applicable, shall be submitted to the City upon execution of this Agreement and no later than ten (10) days before the Event. Copies of any modifications, amendments, renewals, cancellations, non-renewals, or terminations of any coverage shall be promptly submitted to the City.

Type of Contract and Amount of Insurance

Co-Sponsor shall maintain at least the following coverage:

- (a) **Workers' Compensation Insurance** as required by Texas law, if Co-Sponsor has employees.
- (b) **Commercial General Liability Insurance** with minimum limits of **\$500,000 per occurrence** for bodily injury, personal injury, and property damage.
- (c) **Automobile Liability Insurance** with a minimum limit of **\$500,000 combined single limit**.
- (d) **Any additional insurance required by the City** based on Event activities, fireworks operations, vendors, contractors, alcohol, food service, crowd size, or other risk factors associated with the Event.