

Dripping Springs Ranch Park Tractor Sponsorship & Purchase Agreement

THIS AGREEMENT made this the _____ day of September, 2023, by and with John Deere hereinafter called the “*Sponsor*”, 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 Sponsor will sell for purchase below fair market value at a cost of \$30,464.64, including a trade-in value of \$45,000 for Kioti equipment, a 5100E with loader tractor to the City of Dripping Springs to be used at Dripping Springs Ranch Park (“Ranch Park”) for their events; and

WHEREAS, the Sponsor will lease at no charge a 5100E no loader tractor to the City of Dripping Springs to be used at Dripping Springs Ranch Park (“Ranch Park”) for their events; and

WHEREAS, the tractors are 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 Sponsor 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 5100E with loader to the City and take two Kioti RX7320 tractors in trade in partial payment for the 5100E with loader. The Sponsor shall lease a 5100 E with no loader to the City at no cost. The Sponsor shall exchange the leased tractor upon each 150 hours of use. During the lease, the Sponsor shall provide a replacement tractor any time either tractor requires off-site repair/maintenance.
2. **Purchase.** The City shall purchase the tractor from the Sponsor for thirty thousand dollars four hundred sixty-four dollars and sixty-four cents (\$30,464.64) as shown in the attached invoice in Attachment “A” in addition to the trade in tractors.
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. Signage will be allowed on the John Deere tractors.

ARTICLE 3. City's Duties

1. **Signage.** The City shall allow the placement of signs at Dripping Springs Ranch Park at 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 the tractors. The placement shall be mutually agreed to by Ranch Park staff and the Sponsor to avoid issues related to access and safety of events and shall be completed after the regular set up of any event.
4. **Liability Coverage.** The City will ensure an appropriate amount of liability coverage for the leased tractor. In addition, the City will be responsible for all physical damage to the leased tractor and for any tractors that are loaned to the City.
5. **Maintenance.** The City will maintain both tractors including purchasing parts and arranging for a Tellus technician.
6. **Additional benefits.** The City will provide up to six (6) tickets to each City Co-Sponsored Event upon request of the Sponsor. The events include Ranch Park Riding Series, Dripping Springs Rodeo, Ice Rink, and other similar events. In addition, the City will provide access to the Ranch Park facilities for use by Sponsor for training up to four (4) times a year on Mondays through Thursdays. Each training includes use of a facility for up to 12 hours. All requests must be made at least thirty (30) days prior to use. Use will be at no charge. Any other fees including staffing, cleaning, or other additional fees, if used, are not included in the discount.

ARTICLE 4. Miscellaneous Provisions

1. **Term.** The term of this agreement is twenty-four (24) 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:

Emily Nelson
 DSRP Manager
 Dripping Springs Ranch Park
 511 Mercer Street/P.O. Box 384
 Dripping Springs, Texas 78620

If to the Sponsor

Caitlin Angelmyer
 canglemyer@tellusequip.com
 Tellus Equipment Solutions
 13220 W Highway 290
 Austin, Texas 78737

5. **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.
6. **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.
7. **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.
7. **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, Texas

Sponsor-Tellus Equipment Solutions

By: _____

By: _____

Michelle Fischer, City Administrator

Date: _____

Date: _____