

FACILITY USE AND TRAINING AGREEMENT

This Facility Use and Training Agreement (the "Agreement") is entered into on this ___ day of _____, 2025, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and South Central Planning and Development Commission, a Louisiana entity with its principal office located at 5058 West Main Street, Houma, Louisiana 70360. (the "User").

WHEREAS,

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

1. Purpose and Facility Use

- (a) **Facility Use:** The City agrees to allow User the free use of the Large Event Room at the Dripping Springs Ranch Park and Event Center ("Facility") on October 1 and October 2, 2025 (the "Event Dates").
- (b) **Purpose:** The Facility is to be used by User exclusively for the purpose of hosting system training and education sessions related to the "My Government Online" program (the "Training"). The User agrees to provide free training to any and all City staff who wish to attend.

2. Consideration

- (a) **Facility Use Fee Waiver:** The City waives the standard facility rental fee for the use of the Large Event Room on the Event Dates. The provision of the training provides a public benefit to the City and surrounding communities.
- (b) **Training Services:** In exchange for the fee waiver, User agrees to provide free training and education on the "My Government Online" system at the Facility on the Event Dates.
- (c) **No Additional Fees:** The City shall not be required to pay any fees, costs, or expenses related to the training services provided by User.

3. Event Details

- (a) **Dates and Times:** The User shall have access to the Facility from 8:00 AM to 6:00 PM on the Event Dates. Any setup or breakdown time required by User must be coordinated with the City in advance.
- (b) **Point of Contact:** User designates Ryan Hutchinson as the primary point of contact for the event, reachable at ryan@scdpc.org or (866) 957-3764.

- (c) **Compliance with Facility Policies:** User agrees to adhere to all rules, policies, and procedures established by the Dripping Springs Ranch Park and Event Center for the use of its facilities.

4. User Responsibilities

- (a) **Training Content:** User represents and warrants that the training sessions will provide comprehensive and accurate education on the “My Government Online” system.
- (b) **Insurance:** User shall provide proof of liability insurance in an amount deemed acceptable by the City prior to the Event Dates as directed by the Dripping Springs Ranch Park Rental Agreement.
- (c) **Cleanup and Restoration:** Following the conclusion of the event, User shall ensure that the Facility is cleaned and returned to its original condition. User shall be responsible for any damage caused to the Facility during the event.

5. City Responsibilities

- (d) **Facility Access:** The City shall provide User access to the Large Event Room on the Event Dates, including necessary utilities and seating arrangements as agreed upon in the Dripping Springs Ranch Park Rental Agreement attached as Attachment “A”.
- (e) **Point of Contact:** The City will designate a staff member to coordinate with User regarding Facility access and any additional requirements.

6. Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW, USER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING OUT OF OR RESULTING FROM USER’S USE OF THE FACILITY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

7. Termination

Either party may terminate this Agreement with written notice to the other party no less than thirty (30) days prior to the Event Dates. In the event of termination, neither party shall have any further obligation to the other under this Agreement, except for obligations that expressly survive termination.

8. Notice.

All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

Attention: City Administrator
City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

For the User:

Attention: Ryan Hutchinson
P.O. Box 1870
Gray, LA 70359
ryan@scdpc.org

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

9. Miscellaneous.

- (a) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. The Dripping Springs Rental Agreement attached as Attachment "A" is incorporated into this Agreement.
- (b) **Amendment.** This Agreement may only be amended in writing signed by both parties.
- (c) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (d) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
- (e) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY:

City of Dripping Springs

THE USER:

South Central Planning and Development Commission

Michelle Fischer
City Administrator

Name:
Title:

Date

Date

APPENDIX “A”

Dripping Springs Rental Agreement

[Insert completed DSRP Rental Agreement here]