



City of Dripping Springs Co-Sponsorship Agreement

CLEAR

Co-Sponsor Name: Milena Christopher

Organization: LOOMC Charities, Inc.

Address: 3975 E US Hwy 290, Dripping Springs, TX 78620

Phone Number: 512-507-3441 Email: milena@christopherlawfirm.com

Event Description/Purpose:

A fun and fanciful event where community members, mayors, and first responders are invited to dress up a goat to compete in different costume categories. The event will feature a festival-type environment with games, activities, and exhibitor areas with shopping, food, and beverages.

Event Date: 09-Sep-2023 Event Location: Dripping Springs Ranch Park

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:
LOOMC Charities, Inc.

 Michelle Fischer, City Administrator

 Milena Christopher

 Date

 Date



DRIPPING SPRINGS
 Texas

SUBMIT



Co-Sponsorship

Policy & Application

I. Purpose

The purpose of this Co-Sponsorship policy is to set forth guidelines and criteria governing the granting of City of Dripping Springs funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs. The City recognizes that Co-Sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. This co-sponsorship agreement is separate from a request for a grant of Local Hotel Occupancy Tax funds.

II. Goals and Objectives

Co-Sponsorship of funds or in-kind services will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

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

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the particular special event, community project or program has on the community-at-large. Special attention is paid to Co-Sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

Co-Sponsorship benefits may include:

- Up to 10% fee discount
- Banner on the Triangle or other city-owned property for specified number of days
- Required use of City Logo on marketing
- In kind donations from current city resources

Any Co-Sponsorship requesting benefits in excess of this amount must request a Donation Agreement with the City through the City Administrator.

III. General Requirements, Eligibility Criteria and Conditions

The applicant for Co-Sponsorship of funds or in-kind services for special events, community projects or programs must meet all of the following requirements, eligibility criteria, and conditions:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax-exempt status. Co-application with a nonprofit corporation will make an applicant eligible to apply for co-sponsorship.
2. The special event, community project, or program supports the aforementioned goals and objectives.
3. Event and promotion must take place within the City of Dripping Springs limits or extraterritorial jurisdiction. Some limited exceptions will be made. Reason(s) for not holding the proposed event or promotion in the City of Dripping Springs must be stated on the application. Exemption from this requirement will be provided on a case-by-case basis and will favor activity promoting the City of Dripping Springs as a desirable place to live, visit and do business in.
4. The recipient of Co-Sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for the City's funds or in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
5. The nonprofit corporation must be ready, willing, and able to enter a contractual agreement for Co-Sponsorship with the City and provide a certificate of liability insurance.
6. The nonprofit corporation must comply with all City ordinances if applicable, wherein standards and procedures for the issuance of special event permits or other requirements are set forth.
7. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition or any condition related thereto.
8. All co-sponsorship applications will be reviewed by City Administrator once the application is complete unless the application is for a co-sponsorship for the Dripping Springs Ranch Park and Event Center (DSRP). For the DSRP co-sponsorship applications, the DSRP Board shall review all co-sponsorship applications submitted for events at DSRP. The DSRP Board shall forward recommendations for co-sponsorship applications to the City Council. For non-DSRP co-sponsorship applications, the City Administrator's decision is final. The City will inform the applicant in writing whether an application has been approved or denied.

9. All packets must be submitted at least ninety (90) days prior to the event and shall include:
- a completed sponsorship application;
 - a cover letter describing how the event will benefit the City, its residents, and its visitors; and
 - a budget sheet that includes the expenses for which the sponsorship is requested. Filing of an application is not a guarantee that it will be approved.

10. Items that will be considered include:

- Benefit to the community.
- Success of past events that included community involvement.
- How the event complements or conflicts with current City programming and policies.
- How the event aligns with the City's goals and objectives.

Co-Sponsorship Application

SPONSORING ORGANIZATION NAME: LOOMC Charities, Inc.

APPLICANT

Name: Milena Christopher

Position: Founding Attorney

Contact Number: (512) 507-3441

Email: milena@christopherlawfirm.com

Address: 3975 E US Hwy 290, Dripping Springs, TX 78620

EVENT

NAME: Goat Couture

START DATE/TIME: 10:00 am 9/9/23

END DATE/TIME: 3:30 pm 9/9/23

ADDRESS: Dripping Springs Ranch Park

ESTIMATED ATTENDANCE: 2000

EVENT DESCRIPTION

A fun and fanciful event where community members, mayors, and first responders are invited to dress up a goat to compete in different costume categories. The event will feature a festival-type environment with games, activities, and exhibitor areas with shopping, food, and beverages.

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?

As a co-sponsor, we will list the City as a \$300 level sponsor in all advertising

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

We have paid media scheduled in Dripping Springs and surrounding Hays and Blanco county communities. We have an actively engaged Facebook event (both ours and with DSRP), Instagram, email campaigns, media interviews, Texas Highways magazine, and over a dozen Texas event calendars.

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

Nothing like this has ever been held in the United States! Dripping Springs will be the first ever. The event manager has a long history in event planning. We will take learnings from the various ag programs our leaders have been involved in to make this a spectacular event!

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.

******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.

NAME OF ENTITY: LOOMC Charities, Inc.

NAME OF REPRESENTATIVE: Milena Christopher

MAILING ADDRESS: 3975 E US Hwy 290, Dripping Springs, TX 78620

TELEPHONE NUMBER (512) 507-3441

EMAIL ADDRESS: milena@christopherlawfirm.com

DESCRIPTION OF EVENT OR SERVICE:

A fun and fanciful event where community members, mayors, and first responders are invited to dress up a goat to compete in different costume categories. The event will feature a festival-type environment with games, activities, and exhibitor areas with shopping, food, and beverages.

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

We do not have a graphic yet. We'd like to include the Goat Couture logo, but it may be a photo of an appropriately dressed up goat with the date/time, and a QR code

SIGN DIMENSIONS AND HEIGHT: Allowed Maximum

SIGN MATERIALS:

Will work with DSRP on recommendations

REQUESTED DATE FOR SIGN TO BE DISPLAYED: 08/09/2023

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

TYPE OF SIGN: BANNER NONCOMMERCIAL TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle



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

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE:

APPROVE



DENY

