

Co-Sponsorship Agreement

This *Texas Beef Initiative Co-Sponsorship Agreement* ("Agreement") is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement by and between the City of Dripping Springs, Texas, a Type A, general-law municipality incorporated pursuant to the laws of the State of Texas and located in Hays County, Texas, ("City"), and the Texas Beef Initiative ("Co-Sponsor").
2. **PURPOSE:** This Agreement serves as a statement or exchange of promises between the City and Co-Sponsor. It is enacted to provide clear responsibilities and duties for the use of the Dripping Springs Ranch Park ("DSRP") by Co-Sponsor. This Agreement will encourage the development of DSRP as all funds generated by the City from this agreement will go to the DSRP General Operating Fund.
3. **DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following events ("Event"):
 - 3.1. Texas Beef Initiative weekly roping practices at a reduced rental cost of \$50 for the outdoor arena and \$100 for the indoor arena.
 - 3.2. Texas Beef Initiative weekend events at a discounted rate of \$450 per day in the indoor arena, plus custodial/overtime staffing fees if outside of operational hours
 - 3.3. Scheduling of all events shall be in coordination with the DSRP staff and shall be scheduled at least 60 days in advance of any event. A event rental agreement shall be completed for each event or series of events. Unless otherwise scheduled, roping practices shall be from 6 p.m. to 9 p.m. on scheduled dates.
4. **SCOPE:** This Agreement applies to Co-Sponsor's utilization of DSRP for the reasons stated above, which shall be conducted weekly beginning on June 3, 2021.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take place at DSRP, the premises located at: 1042 Event Center Drive, Dripping Springs, TX, 78620.
6. **OBLIGATIONS OF THE CITY:**
 - 6.1. The City agrees to allow Co-Sponsor to utilize DSRP for the purpose stated in Section 3.
 - 6.2. The City and Co-Sponsor agree to jointly create a Committee to oversee the organization and execution of the Event. The Committee will consist of one representative appointed by the City and two representatives appointed by Co-

Sponsor.

- 6.3. The City agrees to grant Co-Sponsor access to the City's tractor and skid steer. Co-Sponsor agrees that all drivers of the tractor and skid steer must be approved and registered with the City.
- 6.4. City agrees to provide Co-Sponsor with access to the following utilities for the limited purpose of Co-Sponsor's performance under this Agreement.
 - a. Electricity
 - b. Water
- 6.5. City shall provide trash cans for the event, for the collection and disposal of solid waste generated at the event.
- 6.6. City will provide staff for each event and shall provide that the arena is ready for each scheduled event.
- 6.7. City agrees to allow the Co-Sponsor to house stock at the park.

7. OBLIGATIONS OF THE CO-SPONSOR:

- 7.1 Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event.
- 7.2 Co-Sponsor will be responsible for the care and feeding of the cattle at DSRP and all expenses related to the care and feeding of the cattle.
- 7.3 Co-Sponsor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 7.4 Co-Sponsor agrees to the standard twelve (12) hour rental and fees may be applicable if the event goes over the 12 hours to include setup and breakdown. All other fees needed for the event, including RV stalls, additional equipment, or related fees shall be paid by Co-Sponsor with an estimate provided at scheduling of event and use of equipment or facilities.
- 7.5 Co-Sponsor agrees to abide by all state, federal and local rules, and regulations.
- 7.6 Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage.
- 7.7 The Co-Sponsor shall require and be responsible for obtaining liability waivers (to be provided to the City) to be signed by all arena event participants. Such waiver will be provided by the City and is required to be executed by all roping participants. All

executed waivers must be returned to the City within seven (7) calendar days prior to the event.

- 7.8 Co-Sponsor agrees not to perform waste or damage DSRP.
 - 7.9 Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
 - 7.10 Co-Sponsor shall exercise reasonable care and due diligence to avoid harming DSRP.
 - 7.1. Co-Sponsor agrees to utilize good management practices, including but not limited to safe animal handling techniques. Co-Sponsor will be responsible for the care and feeding of the cattle at DSRP and all expenses related to the proper health, care, and maintenance of the Stock. They will also furnish all labor required to maintain the proper health, care, and maintenance of the Stock.
 - 7.2. Co-Sponsor will maintain fencing in a reasonable manner to prevent escape of Stock from Land. The Texas Beef Initiative will regularly maintain the space utilizing good land management practices. They will not make any improvements without DSRP's written permission.
- 8. 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 to achieve the goals of this Agreement.
- 9. INJURIES/INSURANCE:** Co-Sponsor acknowledges his/her obligation to obtain appropriate insurance coverage for the benefit of Co-Sponsor's employees, if any. Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor and/or Co-Sponsor's employees may sustain while performing services under this Agreement. Co-Sponsor is to provide a copy of a certificate of insurance coverage to City at least ten (10) days prior to end of any existing coverage period if Co-Sponsor uses the services of any of Co-Sponsor's employees for the provision of services to the City.
- 10. DURATION:** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated March 31, 2022 or as outlined below.
- 11. TERMINATION:**
- 11.1 This Agreement may be terminated by mutual consent of the parties.
 - 11.2 This Agreement 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 commencement of the use of DSRP.
 - 11.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

- 11.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 11.5 The City shall determine if Co-Sponsor shall be relieved of Co-Sponsor's obligation to participate at DSRP due to inclement weather.
- 11.6 *Force Majeure*: In situations in which Co-Sponsor's participation at DSRP is delayed, cancelled, or suspended due to Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.

12. 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 CITY.

- 13. CONTROLLING LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in *Hays County, Texas*.

- 14. NOTICES:** 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 (a) hand delivery, (b) express overnight delivery service, or (c) 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 at such party's address as set forth below.

City:

Attention: DSRP Manager
Post Office Box 384
Dripping Springs, Texas 78620
Phone: (512) 858-4725

Co-Sponsor:

Attention: Noel McAlexander
P.O. Box 189
Dripping Springs 78620
Phone: 512-981-8482

- 15. HEADINGS:** The headings and titles to the Articles, Paragraphs and Subparagraphs of this Agreement are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provision hereof.

- 16. ASSIGNMENT:** Neither Party shall assign, sublet, or transfer any interest in this Agreement without 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.
- 17. BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 18. SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- 19. MERGER:** This instrument, and all 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, made with respect to the participation at DSRP.
- 20. MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- 21. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

BE IT HEREBY AGREED & APPROVED, for good & valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

Executed this, the 16 day of June 2021.

City of Dripping Springs:

by: Bill Foulds, Jr.
Bill Foulds, Jr, Mayor

Texas Beef Initiative

by: Noel McAlexander 6.10.21
Noel McAlexander, President

ATTEST:

by: Andrea Cunningham
Andrea Cunningham, City Secretary

