

Received

AUG 17 2021

City of Dripping Springs



Application # _____
Date Received _____
Date Complete _____
Conditions _____

Accepted by _____
Approved _____ Denied _____

PERMIT FOR SPECIAL EVENTS ON NON-CITY PROPERTY CITY OF DRIPPING SPRINGS, TEXAS

City Code §6.02.071 requires a permit for a Special Event. Such events can and often do impact surrounding properties and public rights of way, as well as the general health, safety, and welfare of the public. Sponsors of an activity open to the public which can be expected to have fifty (50) or more people in attendance need a permit. A permit applicant must complete the following information prior to being issued a permit and must conform to permit requirements and conditions.

	Applicant	Property Owner
Name	Christopher Dorst + Gretchen Bray	ICO Jenny Pack
Entity (if applicable)	Dripping Springs Pumpkin Fest	Friends of the Pound House Foundation
Mailing Address	402 Teal Lakeway, Tx 78734	419 B. Founders Park Rd, Dripping Springs 78620
Phone	512-940-3798	512-858-2030
Email	gretchen-bray@dell.com	drpoundfarmstead.org
Date	8-17-2021	8-17-2021

All actual events active must be in compliance with the descriptions, disclosures, and other representations of the applicant, and the applicant warrants by the signature below that all material facts are fully described in this permit application and attached submittals. The approval of this permit does not relieve the sponsor, tenant, or owner from abiding by any other law applicable to the use of the property, including but not limited to applicable zoning, or applicable to the conduct of activity during the event. The City's sole action is to deny, approve, or approve with conditions the event as described; and the City is in no way responsible or liable for acts and omissions of the permitted or others associated with the event.

Applicant's Signature:  Date: 8-17-2021

Property Owner's Signature:  Date: 8-17-21

Property Owner's Signature: _____ Date: _____

Application # _____
 Date Received _____ Accepted by _____
 Date Complete _____ Approved _____ Denied _____
 Conditions _____



PERMIT FOR SPECIAL EVENTS ON NON-CITY PROPERTY CITY OF DRIPPING SPRINGS, TEXAS

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	Applicant	Property Owner
Name	Christopher Durst Gretchen Bray Will Loconto	City of Dripping Springs
Entity (if applicable)	The Friends of the Round House Foundation	Founders Memorial Park
Mailing Address	402 Teal St 78734	419 Founders park Rd.
Phone	512-940-3798-Gretchen 562-682-7909-Jenny	512-708-0457 Melanie Blakely
Email	gretchen@dripping Springspumpkinfest.com pioneer@drpoundfarmstead.org	
Date	8-26-2021	8-26-2021

All actual events active must be in compliance with the descriptions, disclosures, and other representations of the applicant, and the applicant warrants by the signature below that all material facts are fully described in this permit application and attached submittals. The approval of this permit does not relieve the sponsor, tenant, or owner from abiding by any other law applicable to the use of the property, including but not limited to applicable zoning, or applicable to the conduct of activity during the event. The City's sole action is to deny, approve, or approve with conditions the event as described; and the City is in no way responsible or liable for acts and omissions of the permitted or others associated with the event.

Applicant's
 Signature: [Handwritten Signature] Date: 8-26-2021

Property Owner's
 Signature: _____ Date: _____

Property Owner's
 Signature: _____ Date: _____

INSTRUCTIONS

- 1) Submit the completed application to the City Administrator at City Hall, 511 Mercer Street, Dripping Springs, Texas 78620 between 8:00 am and 5:00 pm Monday through Friday.
- 2) The completed application must be submitted **at least thirty (30) days prior to the start of the event** being considered.
- 3) The applicant will remove all temporary furnishings, fixtures, equipment and signs installed for the event within twenty-four hours of the cessation of the event, unless the applicant shows a good cause for the City Administrator to allow additional time.

Name of the Event	Dripping Springs Pumpkin Fest
Purpose of the Event	Community event & Fund Raiser
Location (Street Address or Property Tax ID)	419-B Founders Park Rd. Dripping Springs, TX 78620
Date(s) of the Event <small>(If this is a recurring event, please attach separate list of dates and times)</small>	Sept 25 - Oct 31 2021
Start Time	10am
End Time	8pm
Set-Up Begins	Sept 20, 2021
Clean-Up Ends	Nov 4, 2021
Estimated Attendance	average 400 daily

SPECIAL EVENT PERMIT

Please submit documentation that the Special Event complies with the following standards:

1) Site Plan: Provide a reasonably accurate representation of the boundaries of the site and the location and character of uses of any property abutting the property on which the event is to occur, including ingress and egress of vehicles if applicable. Include items below.

- a. Toilets at least one toilet for each 250 attendees with substantiation that the toilets will be clean, sanitary, functioning, and useable throughout the event.
- b. Hand washing sinks
- c. Parking lawful and sufficient for the anticipated attendance.
- d. Tents (include tent sizes)
- e. Food vendors
- f. Beverage vendors
- g. Alcoholic beverage vendors including type (draft beer, canned beer, or wine) and provide proper TABC permits
- h. Fire extinguishers
- i. Stages or amplified sound
- j. Bleachers
- k. Retail merchants
- l. First Aid and/or EMS
- m. Garbage receptacles
- n. Recycling containers
- o. Location and number of barricades
- p. Trailers, vehicles, storage facilities
- q. Fire lane
- r. Sign or banners with dimensions
- s. Temporary lighting (must be shielded and comply with City Code)
- t. Security
- u. Generator/electricity
- v. Assembly areas

2) Sound Control

- a. Provide evidence of workable plans to mitigate and limit the sound from the event so that the effects of excessive noise are minimized.
- b. Abide by the plans and control excessive noise which occurs despite the plan.
- c. All noise associated with the event shall cease by 10:00 p.m.
- d. Provide voice and music amplification schedule, including start and finish times as well as any sound check times.

Please note a Hays County Sheriff's Department Deputy or other Peace Officer may determine that noise during a permitted event is offensive to others and may require applicant to stop or reduce activities causing the noise. Also, the City of Dripping Springs may order musical entertainment to cease because it may incite a crowd to become unruly and risks injury.

- 3) Maintenance and Clean Up: Provide a workable plan for the control of solid waste during the event and a cleanup plan for after the event.
- 4) Monitoring and security:
 - a. Provide a description of the method for monitoring activity and general crowd movement including pedestrian safety, as well as a description of security measures and personnel.
 - b. Include at a minimum the placement, duties, and authority of personnel.
 - c. Provide owners' and tenants' written authorization. The signatures of the property owner and tenant or other lawful occupant, if different from the owner, or a written affirmation that they are both aware of the event and that they authorize the occurrences.
 - d. Provide contacts for nearby occupants and owners.
- 5) Neighborhood Notification
 - a. Contact persons owning and occupying property within 500 feet of the event site and provide Special Event contact information: name, telephone numbers (including cell number available and operating during the event) and hours of special event operation.
 - b. Provide documentation to the City of Dripping Springs that the neighbors have been notified.
- 6) Bond: Provide a bond or other acceptable security of \$200.00 to cover the costs attributable to the costs of clean up and repair of nearby streets, other public property, and private property for litter and damage reasonably attributable to event sponsors or attendees. Absent a need to draw down upon the bond, it will be released in full within 48 hours of the event.
- 7) Proof of Insurance: Provide proof that insurance been obtained to cover this event.
- 8) License: All itinerant vendors, as defined on the City of Dripping Springs City Code that are participating in the event must have a City of Dripping Springs Itinerant Vendor's License. Contact (512) 858-4725 for license information.

City of Dripping Springs,

8/24/2021

The Dripping Springs Pumpkin Fest is requesting use of Founders Memorial Park property located between Dr Pound Historical Farmstead and the Dripping Springs City Pool off Founder's Park Rd. to place a private rollaway dumpster next to the City's rollaway dumpster that is currently on park property for ease of waste disposal. Proposed dates of request Sept 20-Nov 4. The Dripping Springs Pumpkin Fest will operate: Sept 25- Oct 31.

Additionally, the Dripping Springs Pumpkin Fest is requesting to add an additional portable toilet next to the one that is currently in the park parking lot off Founder's Park Rd. This is a courtesy for both patrons and park visitors.

The location of both the additional rollaway and portable toilet will be cleaned and maintained by the Dripping Springs Pumpkin Fest.

Furthermore, we are requesting shared use of the Founders Memorial Park parking lot for event attendees in addition to street parking. We have listed the City of Dripping Springs as additional insured on our special events insurance policy.

Thank you for your consideration,

Christopher Durst, Will Loconto, and Gretchen Bray

Dripping Springs Pumpkin Fest LLC. (owners/producers)

Direct Contact : 512-940-3798 (Gretchen Bray)

From: [Travis Leopold](#)
To: [Dr. Pound Farmstead](#); [Christopher Durst](#); [Brian Engel](#); [Mandy Cook](#); [Joe Wright](#); [Kelly Schmidt](#); [Michelle Fischer](#); [Melanie Blakely](#)
Subject: Founders Fall Park Event
Date: Tuesday, August 24, 2021 12:54:24 PM

Please accept this email as confirmation DSYSA has discussed the upcoming Founders Fall Park Event with Jenny at the Pound House concerning parking and usage and we are in agreement.

Please let me know if you need any additional information or consent from DSYSA.

Thank you.

Travis Leopold
DSYSA Umbrella Board President
512.413.0274

Off Premises Permit & Event Facilities Site Plan

153 lawful parking spots
inside park area

Fire lane

Friends of the Pound
House Foundation



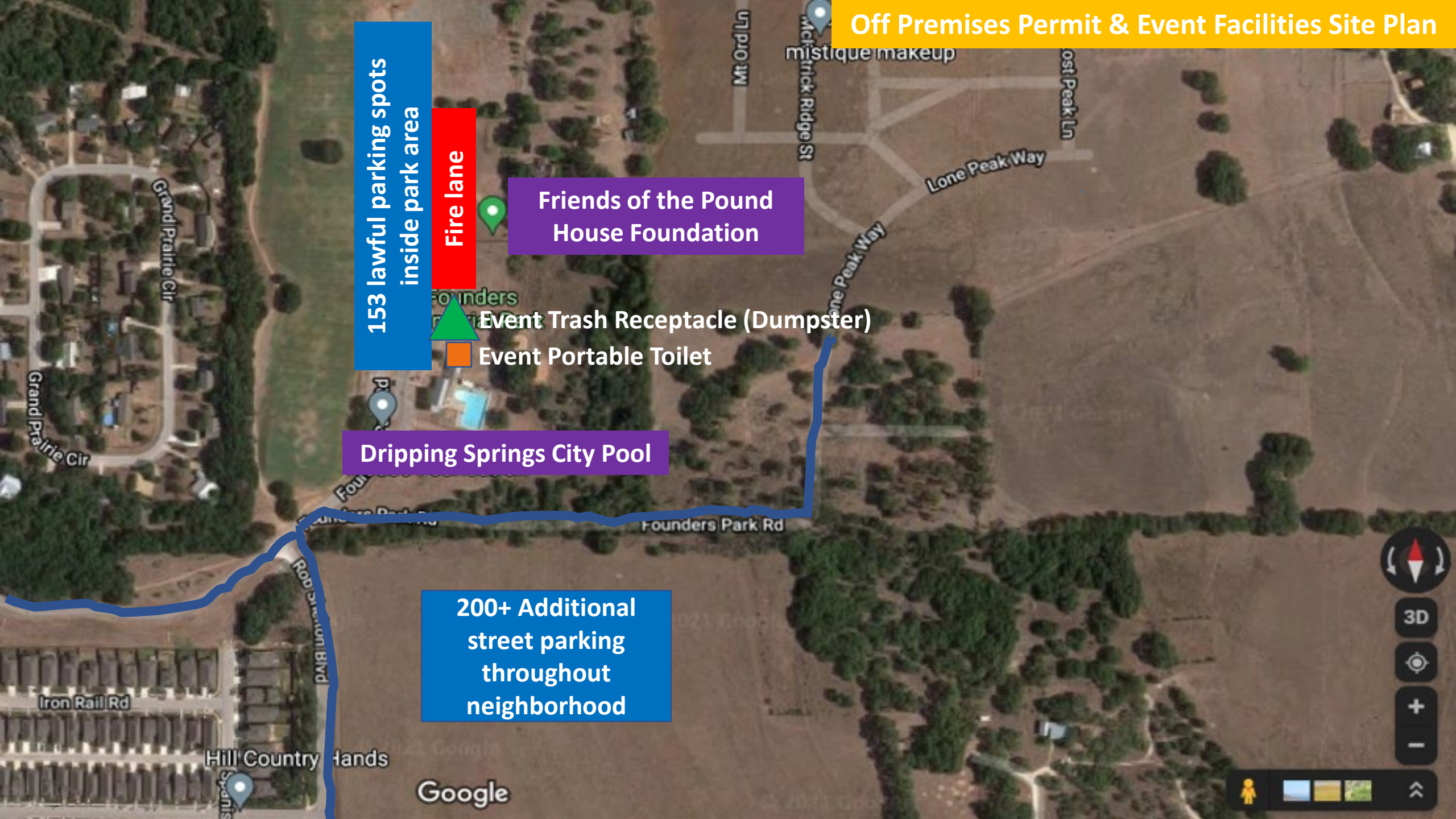
Event Trash Receptacle (Dumpster)



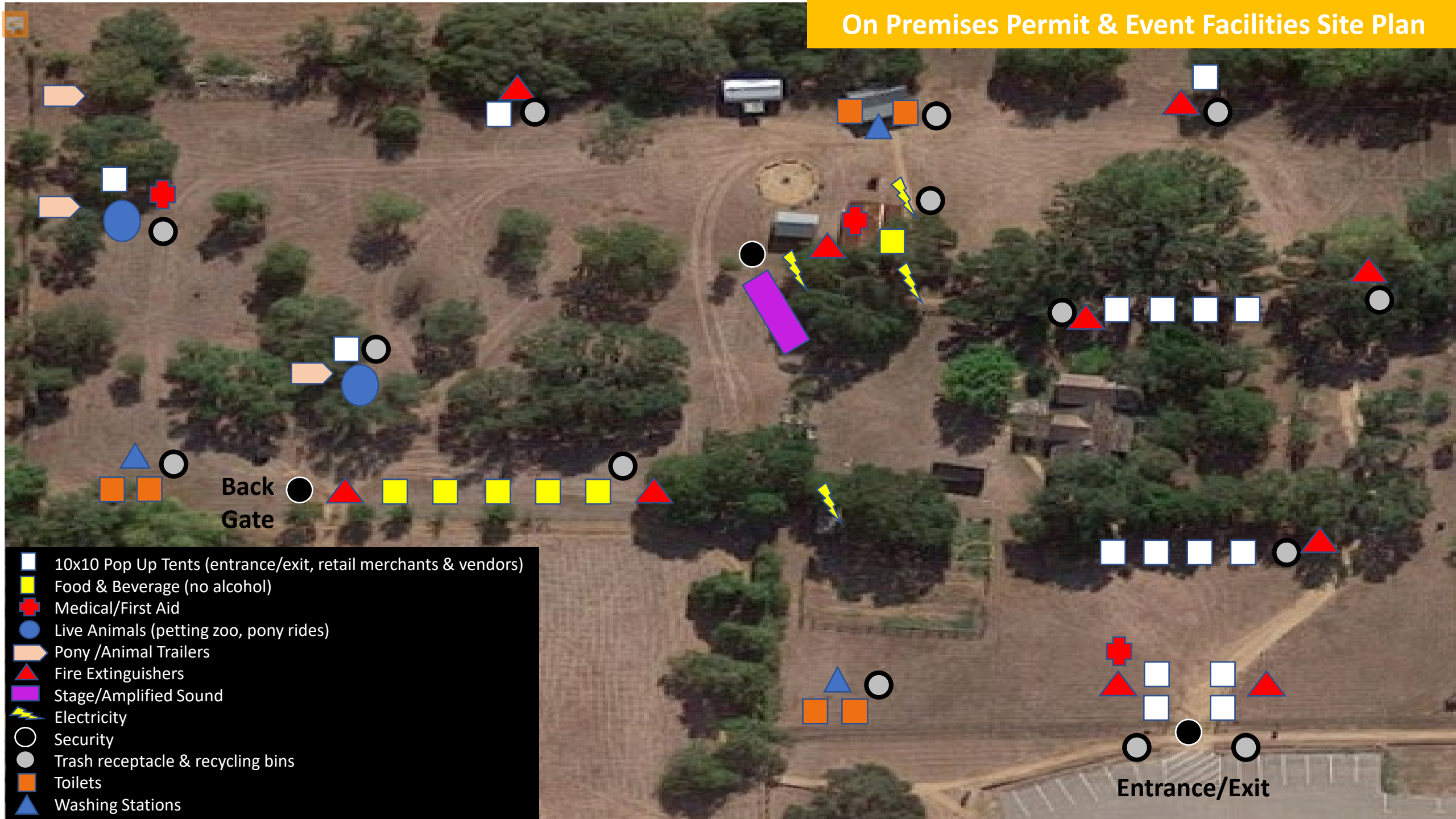
Event Portable Toilet

Dripping Springs City Pool

200+ Additional
street parking
throughout
neighborhood



On Premises Permit & Event Facilities Site Plan



Back Gate

Entrance/Exit

- 10x10 Pop Up Tents (entrance/exit, retail merchants & vendors)
- Food & Beverage (no alcohol)
- Medical/First Aid
- Live Animals (petting zoo, pony rides)
- Pony /Animal Trailers
- Fire Extinguishers
- Stage/Amplified Sound
- Electricity
- Security
- Trash receptacle & recycling bins
- Toilets
- Washing Stations

Sound Control Schedule

Event Times:

- Every Day: Sept 25-Oct 31
- Event Time: 10am-8pm (background music)
- Live Music: 12pm-4pm (acoustic music only)

Sound/Control Measures:

- Stage/PA positioned towards parking lot & wooded areas
- Stage/PA are in excess of 500 feet of any residence – residents within a 500 foot radius of the park are to be notified via flyer found on slide 6.
- Sound will not exceed 75 decibels per Texas Noise ordinance

Background Music:

- Every Day 10am-8pm - Halloween & Family- Friendly playlist via PA
- Low-volume, small range background music

Live Music: (acoustic music only)

- No electric guitars, bass or drums.
- Friday-Sunday (12pm-4pm)

Sound Check Times:

- No soundcheck needed for acoustic performances.

Maintenance/Clean Up Plan

Contact: Gretchen Bray 512-940-3798

Event Cleanup

- Dedicated waste management team
- 8 Yard Roller Bin will be added to immediate area (refer to off premises site plan)
- Daily onsite litter sweeps & trash removal
- Daily offsite cleaning sweeps of parking area
- Will utilize heavy duty bags for trash

- 1 additional portable toilet provided to immediate parking area (refer to off premises site plan)
- 6 toilets (4 portable toilets, 2 venue toilets) & 3 washing stations onsite (refer to the on premises site plan)
- Portable toilets and washing stations will be serviced 2-3 times per week as needed

Post Event Cleanup (Nov 1-4)

- Remove all trash
- Remove Roller Bin
- Remove portable toilets and washing stations
- Litter sweep on & off premises

Monitoring/Security & Neighborhood Notification

Contact: Christopher Durst 512-430-2208

Monitoring /Security

- Activity will be monitored via onsite security system
- Entrance/Exit Security Personnel & Crowd Control
- Personnel, signage and flag lines to direct attendees
- Police presence during peak weekend times

- Operating agreement approved by The Friends of the Pound House Foundation
- Contact Jenny Pack (562) 682-7909 &

Neighborhood Notification:

- Once approved by the City, flyers will be distributed to neighbors within 500 feet of park itself, containing all event details, hours, amplified sound info, and with event owner contact information including names & cell phone number
- See flyer for approval on slide #6 and map of area for flyer to be distributed #7

Dripping Springs Pumpkin Fest Neighborhood Letter

Date:

To: Neighbors within 500 feet of the Dr. Pound Farmstead and Founders Memorial Park
From: Dr. Pound Farmstead & Dripping Springs Pumpkin Fest, LLC.

Re: Notification of Dripping Springs Pumpkin Fest--A kids focused, family friendly event benefitting Friends of the Pound House Foundation

Hello Neighbors,

We are hosting a community event to drive donations and raise awareness for the Friends of the Pound House Foundation. The Dr. Pound Farmstead, the very root of Dripping Springs, is currently undergoing extensive renovations and costly repairs. Therefore, the producers of Dripping Springs Pumpkin Fest have mobilized an effort to bring the community together to help protect and preserve this historical property.

The Dripping Springs Pumpkin Fest will take place Friday, September 25 through Oct 31, 2021, from 10am – 8pm. We welcome you and your family to join us at any time during the event. A low volume, small range PA will be used for amplified sound during the operating hours of the event.

The City of Dripping Springs has issued a Special Event Permit for this event and requires that we notify properties within 500 feet of the Dr. Pound Farmstead and Founders Memorial Park.

If you have any questions or concerns, or would like some complimentary passes, please contact Christopher Durst, Will Loconto, or Gretchen Bray at (512) 940-3798.

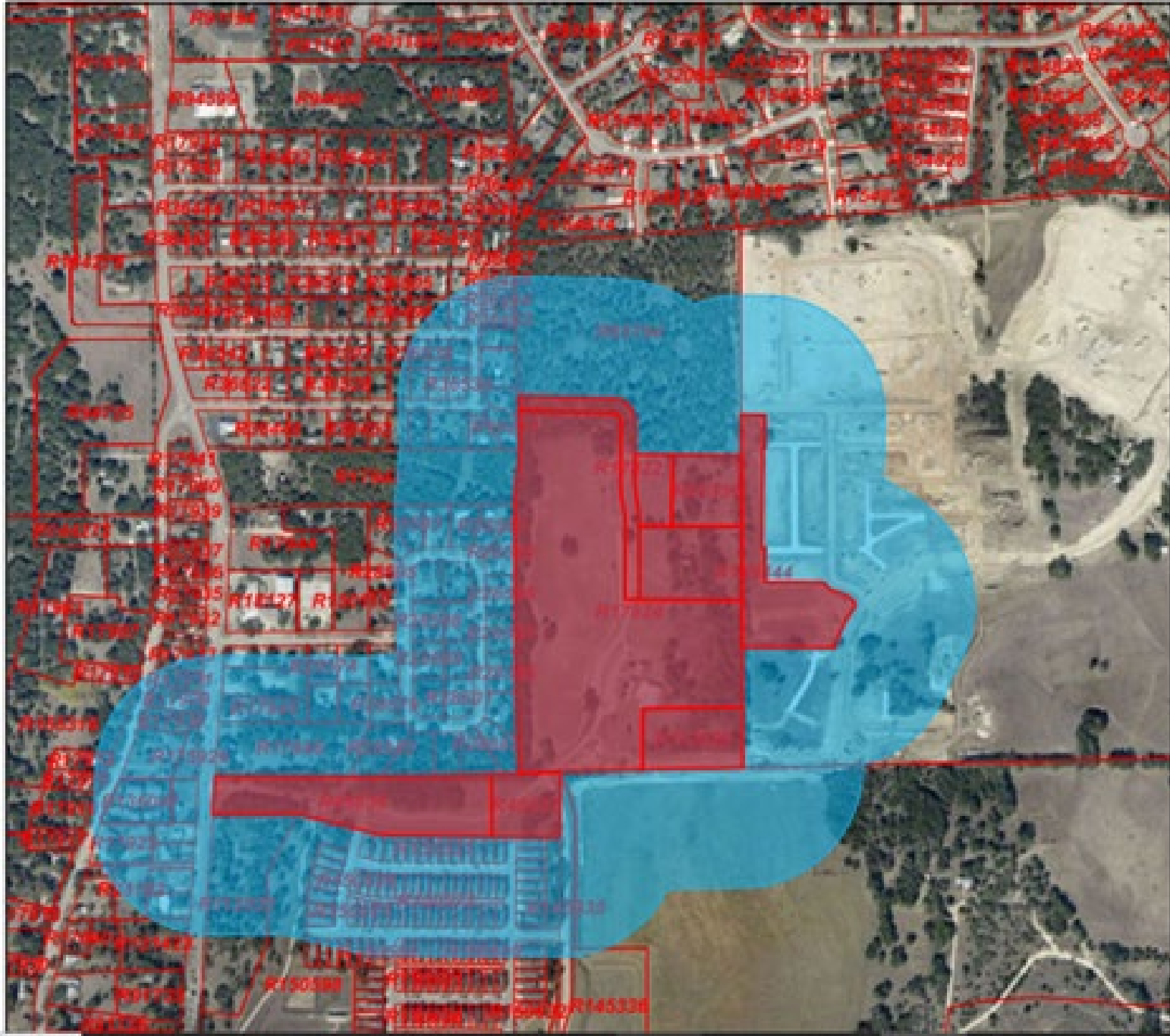
We look forward to meeting you!

Sincerely,

Christopher, Will & Gretchen
The Dripping Springs Pumpkin Fest Team

Founders Memorial Park & Pound House Buffer 500'

Homes located within the blue area below will receive notification letter from slide #6.



Traffic Plan

As requested by the Emergency Management Coordinator, Roman Baligad. After speaking with Constable Ron Hood the following plan has been determined as adequate to support a kids focused, community/charity event that is serving no alcohol.

Weekdays – Mon-Fri:

During the work/school week, the event has had low attendance historically as much of the festival activities happen during the weekend, therefore we don't expect anymore attendance than a sporting event or other park activity during the weekdays between the hours of 5- close. We will have our own employees assisting with parking and helping attendees with loading pumpkins.

Weekends – Sat-Sun:

During the weekends, there are festival-like activities and naturally higher attendance. During past events, peak times are between 12-4. In addition to our own employees assisting with parking and pumpkin assistance, the event will hire (1) off duty deputy, as suggested by Constable Ron Hood, to assist with traffic needs and parking while ensuring the safety of the community.

From: [Christopher Durst](#)
To: [Melanie Blakely](#)
Cc: [Kelly Schmidt](#); [Michelle Fischer](#); [Dr. Pound Farmstead](#); [will@drippingspringspumpkinfest.com](#); [gretchen_bray@dell.com](#)
Subject: RE: Permit for Special Events on non-city property
Date: Tuesday, August 24, 2021 4:49:11 AM
Attachments: [3DS5472-M2945199 Certificate of Insurance - edited.pdf](#)
[City of Dripping Springs Parking, Dumpster and Portable toilet letter.docx](#)
[Dripping Springs Pumkin Fest Site Plan - Permit submission.pptx](#)
[Notice of Event - Dripping Springs Pumpkin Fest \(Sept 25-Oct 31\).eml.msg](#)
[Re Permit for Special Events on non-city property.eml.msg](#)
[E9D5778D012F4797A92B762CDF32B9D0.png](#)

Melanie,

Please see our answers to your questions highlighted in yellow below. Also, please find attachments of requested insurance, documents, letters, notifications and updated presentation/site plans. We believe everything is in order and should be submitted to the City Council for approval.

If you have any further questions or concerns, please contact me at 512-940-3798 before 10 am on 8/24/2021.

We are looking forward to hosting this family friendly event in Dripping Springs.
Christopher, Will, & Gretchen

From: [Melanie Blakely](#)
Sent: Monday, August 23, 2021 3:57 PM
To: [durst.chris@gmail.com](#)
Cc: [Kelly Schmidt](#); [Michelle Fischer](#)
Subject: Permit for Special Events on non-city property

Hi Chris,

Following is a list of requests and requirements upon first review of your application:

For your permit application to be considered “complete” and submitted to Council for review and approval it must address the following:

1. City should be listed as a property owner for the event since you intend to use Founder Memorial Park parking.
We understand. Melanie – Would you please add the City as a property owner to the original application that we have already submitted? Thank you!
2. A letter supporting the event from DSYS must accompany the application.
Please see email correspondence between Jenny and Kelly attached. They have been in communication though Mandy from DSYS is currently ill. We were reassured that this letter would NOT impede on the permit submission process to City Council.
3. Map indicates all park parking is for event. That is not ok. Park patrons need parking. What is parking plan for when DSYS is using the park? The intent is to share the parking, NOT to use all of the park’s parking. Additionally, there is an abundance of street parking near the park, identified in BLUE on Slide 1 of the presentation. DSYS and The Friends of the Pound House are in talks for an agreed upon plan.
4. Specify on map or in attachment where additional street parking is available. This info is

- found on the Site map also located on Slide 1. Street parking is highlighted in BLUE.
5. Are you requesting to use city property for the event portable toilet and dumpster on first map appear to be on city property? Verify. Yes as a courtesy, Dripping Springs Pumpkin Fest would like to place a portable toilet near the one that is currently located on City property for our patrons. As previously discussed, Dripping Springs Pumpkin Fest was told it would be permissible to add a rollaway next to the City's rollaway dumpster.
 6. Applicant should submit a letter to the city requesting use of park parking for event and permission to place dumpster, trash receptacles, and portable toilet on city property for event. Letter to City is attached.
 7. Applicant needs to submit insurance certificate with the city as the additional insured. The City has been additional insured and attached. City has been added to insurance as additional insured. Certificate attached
 8. Need more information on stage. It may require a building inspection. We plan to construct a 1 ft tall platform measuring 10 ft x 20 ft. Just high enough to get the entertainers and equipment off the ground.
 9. Verify no tent larger than 10 x 10 feet. Any over that size require a fire inspection. All tents are 10 x10 or smaller
 10. Vendors must get itinerant vendor license from city. Applicant should submit a list of vendors to city with contact information. No vendors have been confirmed. All vendors who have contacted us have been notified that they must contact the City of Dripping Springs directly to acquire any and all permits and licenses before we will consider them for our event.
 11. What days and hours will vendors operate? Daily 10am – 8 pm. However, food vendors, will only participate Friday-Sunday 10am -8pm
 12. Is music amplified? What times? Sounds like "background music" is amplified. Unclear whether "live music" is amplified. Yes, a low volume, small range PA will be used for both background music and live music (these are acoustic ONLY performances, not concert style performances) As noted on the slides, Background music times: 10am-8pm daily. Live music times: 12pm-4pm weekends only
 13. Identify fire lane. The fire lane is noted on Slide 1 of the presentation in RED.
 14. Will there be signs? Provide information on them. Signs must comply with Sign Ordinance. No signs or banners will be posted off premises
 15. Identify people responsible for Maintenance and Clean Up Plan. Maintenance & Clean Up Plan Contact: Gretchen Bray 512-940-3798
 16. Identify people responsible for Monitoring/Security Plan. Monitoring /Security Plan Contact: Christopher Durst 512-430-2208
 17. Submit evidence of notification of event to Hays County Sheriff's Dept., ESD #6 (Fire), ESD #1 (EMS), Hays County Constable Ron Hood. All mentioned parties have been notified by email, distro has been cc'd and a copy of notification is attached
 18. City should approve flyer/letter going to neighbors before it goes out. Provide map showing neighbors to be notified within 500 feet. Flyer should state there will be amplified music and the hours. Why do neighbors need a pass? Is the event not free to enter? Attached Slide presentation contains updated flyer to be approved by city with music times. We have added slide 7 to show map of neighbors to be notified within 500 ft. circled in yellow.
The event is a ticketed event. Entrance fees and discounts are as follows:
\$5 per person/ week, \$10 per person/ weekend
Daily discounts: Seniors, Veterans, Military and First Responders 50% off, Seniors FREE on Sundays
 19. "Police presence during peak weekend times"---what are the times, what specific law enforcement will be present, how many officers? Peak Times 11-4pm SAT and SUN, one officer from the Sheriff's office
 20. Provide \$200 bond if it has not already been submitted to city. Submitted to Melanie and Confirmed receipt of \$200 check.
 21. Food vendors must have a food establishment permit from city. Some food vendors may need a fire inspection. No vendors have been confirmed. All vendors who have contacted us have been notified that they must contact the City of Dripping Springs directly to acquire any and all permits and licenses before we will consider them for our event.

The agenda deadline was today, we've put a place-holder on the Council's agenda. Please have your responses to us by 10:00am tomorrow.

Melanie Blakely

Community Services Coordinator

512-708-0457



Form 205
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

AUG 12 2021

Certificate of Formation
Limited Liability Company

Corporations Section

Article 1--Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Dripping Springs Pumpkin Fest, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 -- Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Christopher

Duist

First Name

M.I.

Last Name

Suffix

C. The business address of the registered agent and the registered office address is:

402 Teal

Lakeway

TX

78734

Street Address

City

State

Zip Code

Article 3--Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

Christopher

Duist

First Name

M.I.

Last Name

Suffix

OR

IF ORGANIZATION

Organization Name

ADDRESS

402 Teal

Lakeway

TX

78734

Street or Mailing Address

City

State

Country

Zip Code

GOVERNING PERSON 2			
NAME (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
Gretchen		Bray	
First Name	M.I.	Last Name	Suffix
OR			
IF ORGANIZATION			
Organization Name			
ADDRESS			
402 Trail	Lakeway	TX	78734
Street or Mailing Address	City	State	Country Zip Code

GOVERNING PERSON 3			
NAME (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
Will		Locanto	
First Name	M.I.	Last Name	Suffix
OR			
IF ORGANIZATION			
Organization Name			
ADDRESS			
6800 Caudill Lane	Austin	TX	78738
Street or Mailing Address	City	State	Country Zip Code

Article 4 - Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

<p>1/3 ownership - Christopher Durst</p> <p>1/3 ownership - Gretchen Bray</p> <p>1/3 ownership - Will Locanto</p>

Organizer

The name and address of the organizer:

Christopher Durst
 Name

402 Trail Lakeway TX 78734
 Street or Mailing Address City State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

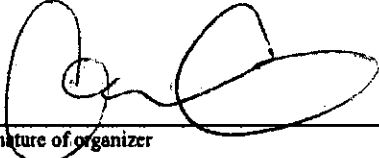
- A. This document becomes effective when the document is filed by the secretary of state.
- B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 08/12/21


 Signature of organizer

Christopher Durst
 Printed or typed name of organizer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C. No. Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com		FAX (A/C. No.):
INSURED Dripping Springs Pumpkin Fest, LLC Christopher Durst 402 Teal Street Lakeway TX 78734		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company		NAIC # 35378
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3DS5472-M2945199	09/20/2021 12:01 AM	11/05/2021 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	Retail Liquor Liability	Y					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 400, Event Type: Pumpkin Patch.

CERTIFICATE HOLDER**CANCELLATION**

Dr Pound Historical Farmstead Friends of the Pound House Foundation City of Dripping Springs 419 Founders Park Rd Dripping Springs TX 78620	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Dr Pound Historical Farmstead
Friends of the Pound House Foundation
City of Dripping Springs
419 Founders Park Rd
Dripping Springs, TX 78620

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

EVENT LOCATION AGREEMENT

This location agreement ("Agreement") is entered into effective August 10th, 2021 ("Effective Date"), by and between Dripping Springs Pumpkin Fest, LLC, a Texas limited liability company ("Company"), and The Friends of the Pound House Foundation ("Property"), a tax-exempt 501(c)(3) located at 419-B Founders Park Road, Dripping Springs, Texas 78620.

PROVISIONS

- Purpose.* The purpose and business of the Company shall be the production of a family-friendly, fall festival titled the "Dripping Springs Pumpkin Fest" which will feature seasonal decorations, photo opportunities, face painting, balloon twisting, live music, pony rides, petting zoo, trackless train rides, games and activities, hay maze and pyramid, seasonal vendors, licensed food trucks, and other attractions commonly associated with fall festivals and/or pumpkin patches, as well as the sale of pumpkins, gourds and concessions.
- Location.* The Location of the Dripping Springs Pumpkin Fest shall be held and conducted on the entire Property grounds, excluding the use of buildings other than the agreed upon staging area, located at 419-B Founders Park Road, Dripping Springs, Texas 78620. Public access to Property dwellings is at the discretion of Property. Property agrees to provide an indoor staging area for production supplies and concessions. Company and Property mutually agree to permit access and use of property to a community garden group during the production term. Furthermore, Company and Property agree to consult each regarding potential third party co-use opportunities during the production term.
- Term.* The Company shall host and operate the Dripping Springs Pumpkin Fest on the Property from September 20, 2021 thru November 4, 2021 and continue every year thereafter for a period of five (5) years during the same seasonal period, the last two weeks of September thru the first week of November. This period is necessary for the setup, operation, breakdown, and cleanup of the production. At the conclusion of the first production, Company and Property will have the opportunity to collectively assess the overall impact and benefit of production before committing to the remaining four (4) years of the proposed term. If either the Company or Property elects not to proceed with production after the first year, the parties agree to notify each other in writing within 60 days of their decision.
- Schedule of Donation.* Company agrees to donate a total of (\$20,000) twenty thousand dollars to the Property for the outdoor use of the entire property located at 419-B Founders Park Road, Dripping Springs, Texas 78620 to host the Dripping Springs Pumpkin Fest for the term of the Agreement. The donation will be distributed over four (4) weeks as follows:

-October 08: \$2500 donation w/match (2-4 weeks later) to The Friends of the Pound House 501c3 = \$5000

- October 15: \$2500 donation w/match (2-4 weeks later) to The Friends of the Pound House 501c3 = \$5000
- October 22: \$2500 donation w/match (2-4 weeks later) to The Friends of the Pound House 501c3 = \$5000
- October 29: \$2500 donation w/match (2-4 weeks later) to The Friends of the Pound House 501c3 = \$5000

Additional Donations: Credit card "tips" and/or cash donations offered at the entrance and/or exit during check-in or checkout of production will be donated to The Friends of the Pound House. The Property is strongly encouraged to participate in the promotion, marketing, advertising, and/or solicitation of additional donations. Please be advised that we also intend to host similar donation drives for various city municipals and charitable organizations, who, on designated dates, will be the beneficiaries of the credit card "tips" and/or entrance/exit cash donations.

5. *Registered Agents and Office.* The registered agents for the service of process are Christopher Durst, Gretchen Bray, and Will Loconto, and the address is 402 Teal Street, Lakeway, Texas 78734. The principal office of the Company is located at 402 Teal Street, Lakeway, Texas 78734.
6. *Permits.* The Company agrees to work with Dripping Springs city officials to obtain and secure any and all permits that may be required to legally and safely operate said production on the Property.
7. *Insurance.* The Company agrees to obtain a one (1) million-dollar special events insurance policy for the duration of the production term and provide the Property a certificate of insurance listing the Property as a third party insured.
8. *Indemnification.* Property shall be liable hereunder only for its own gross negligence, willful misconduct or bad faith. The Company agrees to indemnify the Property and save it harmless against any and all liabilities, including judgments, costs, and reasonable counsel fees, for anything done or omitted by the Company in the execution of this Agreement, except as a result of the Property's gross negligence, willful misconduct or bad faith.
9. *Force Majeure.* Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
10. *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns.

11. *Invalidity of Provisions.* If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, the parties shall be relieved of all obligations arising under that provision, but only to the extent that it is illegal, unenforceable, or void, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying that provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefor another provision that is legal and enforceable and achieves the same objectives.

12. *Governing Law.* This Agreement is governed by and shall be construed in accordance with the laws of the state of Texas.

13. *Enforceability against Company.* This Agreement amends Tex. Bus. Orgs. Code § 101.052(f) such that the Agreement is not enforceable by or against the Company unless the Company, by and through, has signed or otherwise expressly adopted this Agreement in writing.

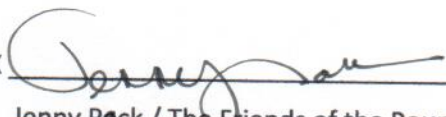
14. *Entire Agreement.* This Agreement embodies the entire understanding and agreement between the parties concerning the Company and supersedes all prior negotiations, understandings, or agreements in regard thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

X 

Christopher Durst / Dripping Springs Pumpkin Fest, LLC

Date: 08/17/21

X 

Jenny Peck / The Friends of the Pound House Foundation

Date: 8/17/21

ADENDUM: The Dripping Springs Pumpkin Fest will cover all electricity costs above and beyond \$500.00.