

**DRIPPING SPRINGS USE AGREEMENT
BETWEEN THE CITY OF DRIPPING SPRINGS &
THE DRIPPING SPRINGS FUTURE FARMERS OF
AMERICA**

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 Dripping Springs Future Farmers of America, Inc., a domestic nonprofit corporation, ("FFA") providing for the terms of use of the Dripping Springs Ranch Park Events Center and other park amenities ("DSRP").

WHEREAS, the City is a Type A, general-law municipality incorporated pursuant to the statutes of the State of Texas, and as such is authorized to accept donations for the benefit of the City; and

WHEREAS, the City has express authority to contract with other persons pursuant to section 51.014 of the Texas Local Government Code; and

WHEREAS, the City enacted a Policy for Use of DSRP ("Policy") which sets out standards and guidelines for allowing entities to use the DSRP at no charge or at a reduced rate; and

WHEREAS, the Dripping Springs City Council ("City Council") determines that FFA meets the standards set forth in the Policy; and

WHEREAS, the City finds that the use of DSRP by the FFA will serve the local community and benefit the residents of the City; and

WHEREAS, the City Council finds that the following provisions are reasonable and necessary for the use of DSRP by the FFA.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration the City and FFA herein bargain, covenant, and agree with one another as follows:

A. Purpose

This Agreement serves as a statement or exchange of promises between the City and FFA. It is enacted to provide clear responsibilities and duties for the use of DSRP by FFA to ensure that the use of the DSRP by FFA benefits the public, and specifically, the residents of Dripping Springs.

B. Obligations of the City

(1) The City agrees to allow FFA to host its annual banquet at DSRP in the Special Event Room. FFA understands and agrees that the date for use of DSRP for the annual banquet

will depend on availability in accordance with Subsection (C)(3) herein.

- ~~(2) The City agrees to allow the FFA to use DSRP Indoor Arena for summer camps. FFA understands and agrees that the date for use of DSRP for the summer camps (June, July, and August) will depend on availability in accordance with Subsection (C)(3) herein. The use of DSRP for summer camps will be limited to one (1) camp per month and use of DSRP for each camp is limited to seven (7) consecutive days each. One set up day, five days of camp, and one breakdown/cleanup day. Strike~~
- (3) The City reserves the right to reschedule or find alternative space. The City will not reschedule a prescheduled event within sixty (60) days of the event unless an emergency exists necessitating rescheduling.

C. Obligations of FFA

- (1) FFA agree that the use of DSRP as a meeting place will be in furtherance of its service to the community of the City of Dripping Springs.
- (2) FFA agrees to assist with the maintenance and repair of DSRP as needed.
- (3) FFA agrees and understands that in the event that FFA is scheduled to utilize DSRP during a time when another person or entity who is willing and required to pay for use of DSRP wishes to schedule an event, the City reserves the right to require FFA to reschedule the FFA event so long as the rescheduling is not within sixty (60) days of the start of the event. The City reserves the right to find alternative space for any event within forty-eight (48) hours of the event so long as the space is at DSRP and can accommodate the pre-scheduled event.
- (4) FFA agree that each time the DSRP is used by FFA, FFA will ensure that DSRP is left in as clean and orderly state as before each meeting. FFA agrees not to injure, mar, or in any manner deface the Special Event Room or any part of the DSRP premises and/or property and agrees not to cause or permit anything to be injured, marred, or defaced. Without the written consent of the City, nothing shall be affixed to the building, furnishings, or fixtures and no flammable materials may be brought on DSRP premises unless the City is notified in advance that such material will be brought on DSRP premises.
- (5) FFA must schedule at least fourteen (14) days in advance but no greater than ninety (90) days before. Depending on availability, reservations can be made for Monday through Thursday.
- (6) FFA agrees to pay for staff, cleaning and/ or custodial charges.
- (7) The use of chairs, tables, or other non-motorized equipment shall be at no charge so long as such equipment is set up and put away by the FFA.

(8) In return for the use of space for the banquet and summer camps, FFA is required to have a service project and times agreed upon by the Event Center Manager, two (2) times a year, with at least ten (10) volunteers and each event lasting eight (8) hours.

D. Contact Information

(1) FFA will at all times maintain the following points of contact:

Dripping Springs Future Farmers of America:

~~Jordan Blount~~,^[EN1] Edward Alvarado, & Cody Jones

Phone: (512) 858-3133

Facsimile: (512) 858-3198

Alternate Phone: (512) 858-3224

E-Mail: ~~Jordan.blount@dsisd.txed.net~~ or edward.alvarado@dsisdtx.us & cody.jones@dsisdtx.us

Mailing Address: 940 Highway 290 West, Dripping Springs, TX 78620

(2) The primary point of contact under this Agreement for the City shall be:

Dripping Springs ~~Parks & Community Services Director~~ Ranch Park Manager

~~Kelly Schmidt~~ Emily Nelson

Phone: (512) 894-~~2400~~ 2390

Facsimile: (512) 858-5646

Email: ~~k Schmidt@cityofdrippingsprings.com~~ enelson@cityofdrippingsprings.com

Mailing Address: PO Box 984, Dripping Springs, Texas 78620-0384

E. Term

The term of this Agreement shall be for one (1) year. The term may be extended by written agreement of both parties.

F. Effective date

This agreement takes effect ~~2021~~ 3/01/2022.

G. Indemnification

FFA, ITS AGENTS AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, THE CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FROM THE FFA' S PARTICIPATION AT DSRP, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

H. Transferability

Except as may otherwise be expressly provided herein, the rights and obligations created by this Agreement may not be transferred or assigned to another party without the express written consent of the City and FFA.

I. Governing Law

The laws of the State of Texas shall govern any disputes or conflicts that arise under the terms of this Agreement. The venue for all legal actions involving this Agreement shall be Hays County.

J. Entire Agreement

This document represents the entirety of the agreement between the City and FFA. No oral or other written contracts outside of this Agreement shall have any affect unless they are approved in writing by both parties and made a part of this Agreement.

K. Other Documents

The City and FFA agree to execute such further documents, and to take such further acts, as may be necessary or required to carry out the terms of this Agreement.

L. Amendments

This Agreement may be amended only by an instrument in writing signed by the City and the FFA.

M. Severability

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be unenforceable, invalid, or unlawful for any reason, the remainder of this Agreement shall not be affected thereby.

Executed this, the _____ day of _____ 2021.

**City of
Dripping Springs:**

**Dripping Springs
Future Farmers of America:**

by: _____
Bill Foulds, Jr, Mayor

by: _____
~~Jordan Blount~~

Edward Alvarado

ATTEST:

~~Cody Jones~~

by: _____
Andrea Cunningham, City Secretary