



DRIPPING SPRINGS
Texas
Founders Day Festival 2025
Participation Agreement

This *Founders Day 2025 Participation Agreement* (“**Agreement**”) is for the performance of certain goods and/or services, as specified below:

1. **PARTIES:** This Agreement is hereby executed by and between the City of Dripping Springs, Texas, and Dripping Springs Lions Club (“**Contractor**”).
2. **DEFINITIONS:**
 - (a) **City:** The City of Dripping Springs, a Type-A General Law Municipality located in Hays County, Texas.
 - (b) **City Council:** The governing body of the City of Dripping Springs.
 - (c) **Event:** The Founders Day Festival, a civic celebration, held in Dripping Springs, Texas from April 25-27, 2025.
3. **DESCRIPTION:** Contractor is hereby engaged to provide The Mighty Thomas Carnival and Food Vendor Booths, more particularly described in Attachments "A", "B" and "C", which are incorporated herein for all intents and purposes.
4. **SCOPE:** Agreement applies to Contractor's participation in the Event, which shall be conducted as more particularly described in Attachments "A", "B" and "C" from April 25 to April 27, 2025.
5. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. The locations are as follows:
 - (a) **Carnival:** Lions Club will contract with the Mighty Thomas Carnival (MTC)-MTC will set up at the City Hall Property, Mercer Street Right of Way and DSISD Administration Property as described in Attachment "A" or as may be reasonably determined by the City.
 - (b) **Food Vendors:** All Food Vendor Booths located within the Rights-of-Way in the Designated Founders Day Area as described in Attachments "B" and "C" or as may be reasonably determined by the City.

6. CONSIDERATION: In consideration of Contractor's participation in the Event,

- (a) Contractor agrees to pay City 25% of the Carnival profits, 25% of the food vendor profits, and \$20.00 per food vendor to offset the cost of electricity.
- (b) Such fee shall be due and payable by check payable at the City's principal place of business no later than May 9, 2025.

7. TEMPORARY FOOD ESTABLISHMENTS:

(a) **For-Profit Vendors:** All for-profit food vendors participating in the Event shall:

- (i) pay a reduced flat fee of thirty dollars (\$30.00) per vendor, regardless of the number of days or booth spaces;
- (ii) complete and submit the City's Temporary Food Establishment (TFE) form prior to the Event; and
- (iii) be subject to inspection by the City Health Inspector during Event setup.

(b) **Non-Profit Vendors:** All non-profit food vendors must complete and submit the TFE form but are exempt from the vendor fee requirement. Non-profit status must be verified through current 501(c)(3) documentation.

(c) The City's Health Inspector shall have the authority to deny participation to any vendor failing to meet health and safety requirements during inspection.

8. SUPPLIES: Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.

9. DURATION: This Agreement shall be in effect for no more than one year and shall be deemed terminated when all duties and obligations created herein are fully satisfied.

10. TERMINATION:

- 10.1** This Agreement may be terminated by mutual consent of the parties.
- 10.2** 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 Event.
- 10.3** Termination shall release each party from all obligations of this Agreement, except as specified below.
- 10.4** Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.
- 10.5** The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

10.6 Force Majeure: In situations in which Contractor's participation in the Event 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.

11. SITE MAINTENANCE:

11.1 Contractor shall not perform waste or damage the site.

11.2 Contractor shall exercise reasonable care and due diligence to avoid harming City premises upon which the Event occurs.

11.3 Contractor shall restore or rehabilitate the site and the access to it at the termination of this Agreement. This requirement shall not apply to normal wear and compression on the grass.

11.4 Contractor shall provide trash cans and remove all trash it generates from the Event.

12. INDEPENDENT CONTRACTOR: The Parties agree that Contractor is an independent contractor and is neither an agent nor an employee of the City. Contractor is solely responsible for directing and controlling Contractor's resources and staff in order to achieve the goals of this Agreement.

13. SAFETY: Contractor shall abide by all state, federal and local rules, and regulations. Contractor shall take all reasonable steps to ensure public safety and protection from fire damage.

14. INSURANCE:

14.1 City Insurance: As the Event's primary sponsor and lead organizer, the City confirms that it has obtained liability coverage that applies to its streets and public areas, and covers the Event, generally.

14.2 Contractor's Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement. Contractor further agrees to name the City as an additional insured under Contractor's general liability insurance and agrees to provide the City a copy of the certificate of general liability insurance.

15. INDEMNIFICATION: CONTRACTOR, CONTRACTOR'S AGENT'S AND/OR EMPLOYEES SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND/OR VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION STEMMING FROM THE CONTRACTOR'S PARTICIPATION AT THE EVENT, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGE TO PROPERTY.

16. RULES: The Contractor shall adhere to all rules established for the Event by the Founders Day Commission.

17. 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*.

18. 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:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To the Contractor:

Dripping Springs Lions Club
Attn: Board President
PO Box 53
Dripping Springs, TX 78620

19. 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 Contractor.

20. 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.

21. SEVERABILITY: Any provisions of the 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.

22. MERGER: This instrument, and all Attachments affixed hereto, constitutes the entire Agreement between the City and Contractor. 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 Event.

23. MANDATORY DISCLOSURES: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176. The Contractor also

confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

24. MODIFICATIONS: All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.

25. 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 and valuable consideration, as described herein, the sufficiency of which is hereby acknowledged.

CITY OF DRIPPING SPRINGS

Michelle Fischer, City Administrator

Date

DRIPPING SPRINGS LIONS CLUB


Sharon Goss, President

3-25-25
Date