



DRIPPING SPRINGS
Texas

**Founders Day Festival
Participation Agreement**

This *Founders Day 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 St. Martin de Porres Catholic Church (“**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, and annually thereafter during dates to be reasonably determined by the City.
3. **DESCRIPTION:** Contractor is hereby engaged to provide and manage Arts & Crafts & Business Booths at the Event subject to the terms of this Agreement and all applicable rules, regulations, and policies adopted by the City.
4. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas at an Event location to be determined annually by the City.
5. **CONSIDERATION:** In consideration of Contractor’s participation in the Event,
 - (a) Contractor agrees to pay the City 25% of gross profits generated from vendor booth fees and \$20 per vendor utilizing electricity.
 - (b) The City will process online payments, remitting 75% of gross booth fees to the Contractor and retaining 25%. The City will retain 100% of electricity fees.
 - (c) Payments under this section must be delivered by check to the City no later than 5:00 p.m. on the date that is fifteen business days after the conclusion of the most recently held Event.

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

7. UTILITIES:

7.1 The City agrees to provide Contractor with access to electricity at designated booths for use by vendors participating in the Event.

7.2 Contractor acknowledges that a fee of \$20 per vendor utilizing electricity shall apply, as specified in Section 6(a) of this Agreement.

7.3 Contractor is responsible for ensuring all vendors comply with City safety regulations, electrical load limits, and usage guidelines. The City reserves the right to inspect or restrict electrical connections for public safety or infrastructure protection.

8. DURATION:

8.1 This Agreement shall commence upon execution and shall continue in full force and effect unless terminated as provided herein.

8.2 This Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

8.3 This Agreement shall be deemed terminated when all duties and obligations created herein are fully satisfied.

9. TERMINATION:

9.1 This Agreement may be terminated by mutual consent of the parties.

9.2 This Agreement may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, at least sixty (60) days prior to commencement of the Event.

9.3 Termination shall release each party from all obligations of this Agreement, except as specified below.

9.4 Termination of this Agreement, as provided above, shall not prohibit, or impair any claim by either party based upon any breach of this Agreement.

9.5 The City shall determine if Contractor shall be relieved of Contractor's obligations to participate in the Event due to inclement weather.

9.6 *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 to the extent such participation is impacted.

10. SITE MAINTENANCE:

10.1 Contractor shall not perform waste or damage the site.

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

10.3 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.

10.4 Contractor shall provide trash can and remove all trash it generates from the Event.

11. 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.

12. 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.

13. INSURANCE:

13.1 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.

13.2 Contractor's Insurance: Contractor agrees to maintain general liability insurance to cover its own activities related to its performance under this Agreement and consistent with the minimum insurance requirements set out in Attachment "A". 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.

14. 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.

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

16. 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*.

17. 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:

St. Martin de Porres Catholic Church
Attn: Father Justin Nguyen
PO Box 1062
Dripping Springs, TX 78620
(512) 858-5667 x202

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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

**ST. MARTIN DE PORRES CATHOLIC
CHURCH**

Michelle Fischer, City Administrator

Rev. Fr. Justin Nguyen

Father Justin Nguyen

Date

3/11/2025

Date

Attachment "A"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.