



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 Cookoff Club, Inc. (“**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.
 - (d) **Founders Day Commission:** A citizen advisory board of the City appointed by the City Council.
3. **DESCRIPTION:** Contractor is hereby engaged to provide to sponsor cook-off events during the Event consistent with historical practice and applicable laws.
4. **LOCATION:** This Agreement is fully performable in Dripping Springs, Texas. Contractor's participation in the Event shall be at the Founders Day event area (west from RR 12 to Drippings Springs High School, south from Mercer St. to Hwy 290, and a portion of Old Fitzhugh Road), at such specific location(s) as may be determined by the Founders Day Commission or delegate(s).
5. **FOOD HANDLING CERTIFICATE REQUIREMENT:** Each participating cook-off event team is required to designate at least one member who must complete an approved online Food Handlers course. The Contractor must collect a copy of the certificate for each designated member before the Event. This designated member will be responsible for ensuring that their team stores, preps, and prepares food in a safe manner. The Contractor will ensure that failure to submit the required certificate by the stated deadline will result in disqualification from the competition.

- 6. CONSIDERATION:** In consideration of Contractor's participation in the Event,
- (a) City agrees to pay Contractor as follows: [N/A];
 - (b) Contractor agrees to pay City 25% of booth rental fees and an electrical reimbursement fee of \$10.00 per booth space;
 - (c) Such fee shall be due and payable by check payable at the paid party's principal place of business no later than 5:00 p.m. on the date that is fifteen business days after the conclusion of the most recently held Event.
- 7. SUPPLIES:** Contractor agrees to provide all supplies, tools, and equipment necessary for performance under this Agreement.
- 8. UTILITIES:** City agrees to provide Contractor with access to electricity for use solely in connection with the limited purposes of the Contractor's 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, sixty (60) 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 to the extent such participation is impacted.

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

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. 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 Cook-Off Club
Attn: Board President
P.O. Box 614
Dripping Springs, TX 78620
(512) 771-3730

21. 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.

22. 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.

23. 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.

24. 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.

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

DRIPPING SPRINGS COOKOFF CLUB

Michelle Fischer, City Administrator

Michele Ryon

Michele Ryon, Board President

Date

3/17/25

Date