



City of Dripping Springs Logo Use Agreement

Licensee Last Name: Baumoel, First Name: June

Organization: Dripping Springs Helping Hands, Inc

Address: PO Box 804

City: Dripping Springs State: Texas Zip: 78620

Phone Number: (512) 801-4987 Email: junebaumoel@gmail.com

Event Description/Purpose:

The Annual DS Empty Bowls Project is the largest fundraiser of the year for the Helping Hands Food Pantry and Social Services non-profit organization.

Event Date: 11/03/2024 **City Park/Property Location:** Dripping Springs Ranch Park 1042 Event Center Dr.

THIS LOGO USE AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Parties.** The City of Dripping Springs, Texas (“City”) and Licensee, as indicated above. Licensee is a non-profit organization.
2. **Scope.** This Agreement applies to utilization of the City’s logo for the Event and reasons stated above.
3. **Obligations of the City.** The extent of the City’s obligations under this Agreement is that:
 - a. The City agrees to allow limited use of its Logo on the Licensee’s marketing materials for the above described event;
 - b. The City agrees to timely review and approve, when appropriate, use of the City Logo for Licensee’s marketing materials.;
 - c. The City agrees to be an active participant in the event by:
 - i. Assisting with marketing through social media;
 - ii. Providing a soup in coordination with the Dripping Springs Farmers Market; and
 - iii. Assisting with recruiting volunteers for the event.
4. **Obligations of Licensee.** Licensee agrees to:
 - a. Limits its use of the City Logo to the marketing material for the above described event;
 - b. Agrees to present all marketing materials that will use the City Logo to the People and Communications Director at least 14 days prior to its publication or distribution and shall not use any material that has not been approved in writing by the People or Communications Director or Director’s designee;
 - c. Licensee shall comply with the City Logo Ordinance and all Branding Guidelines provided by the People and Communications Director.
 - d. Licensee shall use City Park/Property listed above for the event for which the City Logo will be used.
 - e. Licensee shall cease using the City Logo or any marketing materials that use the City Logo upon written request of the City of Dripping Springs.
5. **Safety.** Licensee agrees to abide by all state, federal, and local rules and regulations.
6. **Duration.** This Agreement shall be enforceable when signed by both parties and shall be deemed terminated when all duties and obligations created herein are fully satisfied or is terminated as stated herein.
7. **Termination.** This Agreement may be terminated by mutual consent of the parties. It may be terminated by either party without prejudice upon written notice to the other party via certified mail, return receipt requested, ten (10) days prior to the Event. Termination shall release each party from all obligations of this Agreement, except termination of

this agreement shall not prohibit or impair a claim by either party based upon any breach of this Agreement. Once terminated, the Licensee shall immediately cease use of the City Logo.

8. **Indemnification.** LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY’S FEES, ARISING OUT OF OR RESULTING FROM THE CITY’S ASSOCIATION WITH LICENSEE UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF LICENSEE, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE LICENSEE.
9. **Notice.** 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 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. Mail notice to the City as: Attention: City Administrator, Post Office Box 384, Dripping Springs, Texas 78620.
10. **Assignment.** Neither party shall assign any of its rights or obligations under this Agreement without prior 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 Licensee.
11. **Severability.** In the event that any provision of this Agreement, or portion thereof, shall be found to be invalid or unenforceable, then, such provision or portion thereof shall be reformed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion thereof within this Agreement.
12. **Modifications.** All amendments or modifications to the Agreement must be in writing. No amendment or modification shall be effective until it is in writing and approved by both parties.
13. **Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Licensee. 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.
14. **Venue for Disputes.** In the event that a lawsuit is brought concerning events arising out of this Agreement, the venue for such action is *Hays County, Texas*. This Agreement shall be construed in accordance with the laws of the State of Texas.

ACKNOWLEDGMENT:

Owner:
City of Dripping Springs, Texas

Licensee:

Michelle Fischer, City Administrator

June Baumol, Dripping Springs Helping Hands, Inc.

Date

Date

