

**DRIPPING SPRINGS RANCH PARK DRIPPING SPRINGS FAIR & RODEO
LOGO USE AND CO-SPONSORSHIP AGREEMENT**

THIS CONTRACT made this the ___ day of _____ 2022, by and between **Dripping Springs Ag Boosters**, hereinafter called the “*User*”, and the **City of Dripping Springs**, hereinafter called the “*Owner*.” acting herein by its City Administrator, Michelle Fischer hereunto duly authorized.

WITNESSETH, that the User and the Owner for the considerations stated herein mutually agree as follows:

1. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as the “Property”.
2. Owner owns all rights in and to the Property and retains all rights to the Property, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted.
3. User desires to obtain, and Owner has agreed to grant, a license authorizing the use of the Property by User in accordance with the terms and conditions of this Agreement.

The parties agree to abide by the terms as follows:

A. CONTRACT COMPONENTS. The executed contract documents shall consist of the following components:

1. This Contract;
2. Exhibit “A” Property/Logo
3. Exhibit “B” Co-Sponsorship Application
4. Exhibit “C” Event Center Rental Contract

This Contract, together with other documents enumerated here, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of an Exhibit conflicts with a provision in this Contract, the provisions in this Contract prevails.

B. GRANT OF LICENSE. Owner owns the **Dripping Springs Fair & Rodeo Logo** “Property”. Owner grants User a non-exclusive license to use the Property in all marketing materials related to the 2022 Dripping Springs Fair & Rodeo including digital marketing. The license to use the Property terminates on December 31, 2022 unless extended in writing by the Owner. User may use the Property for apparel or other merchandise, but must cease sale and distribution of the merchandise upon expiration or termination of this Agreement. Owner retains title and ownership of the Property. User will own all rights to materials, products, and work created by User “Work” in connection with this license. The license is only valid while the

Dripping Springs Fair & Rodeo is located at the Dripping Springs Ranch Park and is the subject of a Dripping Springs Ranch Park and Event Center Rental Contract. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

C. CO-SPONSORSHIP. User shall have use of the Dripping Springs Ranch Park and Event Center for the **Dripping Springs Fair & Rodeo** from 5/27/22-5/30/22 based on the Event Center Contract attached as Exhibit “C” at the cost of the greater of seven thousand nine hundred dollars (\$7900) for the Full Facility Rental or 1/3 of the profits generated from the event, but shall not include the cost of other fees including, but not limited to, staff time or equipment rentals. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.

D. RIGHTS AND OBLIGATIONS. User shall be the sole owner of the Work and all proprietary rights in and to the Work; however, such ownership shall not include ownership of the copyright in and to the Property or any other rights to the Property not specifically granted in this Agreement.

E. MODIFICATIONS. Unless the prior written approval of Owner is obtained, User may not modify or change the Property in any manner. User shall not use the Property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

F. DEFAULTS ON AGREEMENT. If User fails to abide by the obligations of this Agreement or its Event Center Rental Contract, including the obligation to publicize the City as the main sponsor of the event, Owner shall have the option to cancel this Agreement by providing 30 days written notice to User. User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or Owner will have the option to cancel this Agreement, despite previous corrective action.

G. WARRANTIES. Neither party makes any warranties with respect to the use, sale, or other transfer of the Property by the other party or by any third party, and User accepts the product “AS IS.” In no event will Owner be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.

H. TRANSFER OF RIGHTS. Neither party shall have the right to assign its interests in this Agreement to any other party unless the prior written consent of the other party is obtained.

I. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD THE OTHER HARMLESS FOR ANY LOSSES, CLAIMS, DAMAGES, AWARDS, PENALTIES, OR INJURIES INCURRED BY ANY THIRD PARTY, INCLUDING REASONABLE ATTORNEY’S FEES, WHICH ARISE FROM ANY ALLEGED BREACH OF SUCH

INDEMNIFYING PARTY'S REPRESENTATIONS AND WARRANTIES MADE UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNIFYING PARTY IS PROMPTLY NOTIFIED OF ANY SUCH CLAIMS. THE INDEMNIFYING PARTY SHALL HAVE THE SOLE RIGHT TO DEFEND SUCH CLAIMS AT ITS OWN EXPENSE. THE OTHER PARTY SHALL PROVIDE, AT THE INDEMNIFYING PARTY'S EXPENSE, SUCH ASSISTANCE IN INVESTIGATING AND DEFENDING SUCH CLAIMS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

J. AMENDMENT. This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.

K. DURATION. This Contract shall be in effect until December 31, 2022, unless terminated as provided below or extended in writing.

L. TERMINATION. This Agreement shall terminate automatically on Termination Date. Either party may terminate this Agreement if the other party breaches this Agreement or the Event Center Rental Agreement. Prior to termination, the complaining party shall provide the other party ten (10) business days to cure any breach unless such cure is non-feasible.

1. Upon termination or expiration of this Agreement, Licensee User shall cease reproducing, advertising, marketing, and distributing the Work including merchandise as soon as is commercially feasible. Licensee shall have the right to fill existing orders of any merchandise with the Property then in stock. Owner will have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to Licensee.
2. Termination or expiration of this Agreement shall not extinguish any of the User's or Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties, if any, which by their terms continue after the date of termination or expiration.

M. NOTICE. All notice required or permitted under this Contract shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the Owner:

Attention: City Administrator
City of Dripping Springs City
P.O. Box 384
Dripping Springs, TX 78620
512-858-4725

For the User:

Attention: Stephanie Kirkey
P.O. Box 1008
Dripping Springs, TX 78620
863-447-6878

N. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

O. WAIVER OF CONTRACTUAL RIGHT. The failure of any party to enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Contract.

P. APPLICABLE LAW. The laws of the State of Texas shall govern this Contract. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.

Q. VENUE. The venue for any and all legal disputes arising under this Contract shall be Hays County, Texas.

This Agreement and its exhibits contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed:

CITY OF DRIPPING SPRINGS

By _____
Michelle Fischer, City Administrator

By _____

EXHIBIT "A"

