SPONSORSHIP AND BRAND USE AGREEMENT

This Sponsorship and Brand Use Agreement, made and entered into this _____ by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **Dripping Springs Vocational Ag Boosters Association Inc. dba Dripping Springs Ag Boosters**, a recognized 501(c)(3) tax-exempt organization (hereinafter referred to as "**Association**"), is understood and agreed to be as set forth herein:

1. Purpose and Scope

The purpose of this Agreement is to set forth the rights and obligations of the Parties regarding City's sponsorship of the 2026 Dripping Springs Fair & Rodeo, taking place at the Dripping Springs Ranch Park and Event Center, and the Association's use of City Marks in connection with such sponsorship.

2. Term

This Agreement commences on January 1, 2026, and expires on December 31, 2026 ("Term"), unless terminated earlier in accordance with this Agreement.

3. Renewal

The Parties may renew upon mutual written agreement, subject to appropriation and City approval.

4. Sponsorship

The City shall provide the following sponsorship and/or in-kind support:

(a) **Facility Use & Cost:** Association shall have use of the Dripping Springs Ranch Park and Event Center for the event at the cost of the greater of seven thousand nine hundred dollars ($7,900) for the Full Facility Rental or one-third (1/3) of the profits generated from the event (excluding staff time or equipment rentals).

(b) **Payment Terms:** A statement showing final income from the Rodeo is due to the City within 45 days after the event. Once the statement is approved by both parties, the City will make a payment to the Association within 30 days. City may withhold payment for nonconforming or incomplete deliverables pending cure.

5. Brand Use License

(a) **Controls License Grant:** Subject to compliance with this Agreement and the Brand Book (Attachment "A"), City grants Association a limited, non-exclusive, non-transferable, revocable license during the Term to use the City name, logos, insignia, seals, and other brand elements related to the Rodeo and identified in Attachment "A" ("City Marks").

(b) **Quality:** Association must strictly comply with Attachment "A", specifically utilizing approved fonts (Angie Sans STD Condense, Barbaro Western, Modesto Condensed) and the exact hex color codes outlined in the Brandbook.

(c) **Approvals:** Association must give the City Communications Department at least seven (7) business days to approve designs prior to the release date of flyer distribution or social media posts.

(d) **Rights to City Marks:** City retains all right, title, and interest in the City Marks. All goodwill arising from use inures solely to the City's benefit.

(e) **Location Condition:** The license granted under this Agreement is conditioned on the Dripping Springs Fair & Rodeo being held at the Dripping Springs Ranch Park and Event Center pursuant to a fully executed facility rental agreement. Any relocation or use of City Marks in connection with an event not held at this facility without written City approval is strictly prohibited.

6. Association Obligations

The Association must list the City of Dripping Springs as the main sponsor for the event in all marketing materials. Association shall not sublicense or assign rights to the City Marks without prior written consent.

7. City Obligations

City will furnish the current versions of the City Marks and provide timely approvals within the seven-day review window. City will make reasonable, good-faith efforts to participate in agreed promotional activities.

8. Publicity and Media

Any press release referencing City must be submitted to City for prior written approval. Digital and social media usage must adhere strictly to Attachment "A" for placement, clear space, and accessibility requirements.

9. Intellectual Property

Except for City Marks, Association retains ownership of materials it creates. Association grants City a non-exclusive license to use its name and event materials to promote civic engagement. Materials must not include defamatory, unlawful, or partisan political content.

10. Brand Materials Provided "As Is"

The City provides the City Marks, Brand Book, artwork files, and related materials "AS IS" without any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

11. Post-Termination Use of City Marks

Upon expiration or termination of this Agreement, Association shall immediately cease use of all City Marks and shall stop producing, distributing, or advertising any materials or merchandise bearing City Marks as soon as commercially feasible. Association may fulfill only those existing, bona fide customer orders for merchandise already in stock as of the termination date. Upon reasonable written notice, the City may verify the existence and validity of any such pending orders and inventory.

12. Relationship of Parties

It is understood by the parties that Association is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Association. The City may contract with other individuals or firms for services of any kind.

13. Mandatory Disclosures

Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Association 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). Association 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) Association does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Association does not boycott energy companies; and Association is compliant with all other Texas laws including any additional disclosure requirements.

14. Indemnification

Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify Association for any expenses in any way connected with this Agreement. ASSOCIATION AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15. Defense and Settlement

In connection with any claim subject to Association's indemnification obligations, the City shall have the right to select counsel and control the defense at Association's expense. Association shall not settle any claim involving the City Marks, the City's reputation, or any non-monetary obligations of the City without the City's prior written consent.

16. Assignment

Association may not assign, delegate, or transfer any rights or obligations under this Agreement without the City's prior written consent. Any attempted assignment without consent is void. The City may assign this Agreement to any successor governmental entity without Association's consent.

17. Notice

All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows, provided that either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

To the City:	**To Association:**
City of Dripping Springs	Dripping Springs Ag Boosters
Attn: City Administrator	Attn: Stephanie Kirkey, President
PO Box 384	P.O. Box 1008
Dripping Springs, TX 78620	Dripping Springs, TX 78620
(512) 858-4725	(863) 447-6878

18. Entire Agreement

This Agreement 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 and prior written agreements between the parties. If a conflict exists between this Agreement and the attachments, this Agreement shall prevail.

19. Amendment

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

20. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Waiver of Contractual Right

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

22. Governing Law and Venue

This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

23. Consequential Damages

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

24. Force Majeure

Neither Party shall be liable for any delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other in writing and uses diligent efforts to resume performance. A "Force Majeure Event" means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, or governmental actions prohibiting performance, but excluding (a) changes in market conditions, (b) increases in the cost of materials, labor, or transportation, (c) tariffs, duties, taxes, or other governmental assessments imposed after the Effective Date, and (d) shortages or delays caused by Association's subcontractors or suppliers.

25. Termination for Extended Force Majeure

If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, the City may terminate this Agreement without liability, penalty, or further obligation by providing written notice to Association.

26. Default and Cure

If Association materially breaches this Agreement, including failure to comply with the Brand Book, failure to obtain required approvals, or failure to list the City of Dripping Springs as the main sponsor in all required marketing materials, the City may provide written notice describing the breach. Association shall have ten (10) business days from receipt of the notice to cure, unless a cure is not feasible. If Association fails to cure within that period, the City may terminate this Agreement immediately upon written notice, in addition to any other remedies available at law or in equity.

27. Site Access and Safety

Association will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS	**DRIPPING SPRINGS AG BOOSTERS**
_____	_____
_____	_____
Date	Date

ATTACHMENT "A"