

DRIPPING SPRINGS RANCH PARK USE AGREEMENT

This 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 “**Ag Boosters**”), is understood and agreed to be as set forth herein:

1. **Purpose and Public Benefit.** The City find that the use of the Dripping Springs Ranch Park (DSRP) Premises by the Ag Boosters serves a vital public purpose by providing community events that benefit local residents. The Ag Boosters agree that all use of the DSRP shall be in furtherance of this community service.
2. **Authorized Use of Facilities.** The City grants the Ag Boosters the right to use the DSRP Event Center for the following:
 - (a) Ag Booster Fall Classic Stock Show: Held annually during the third weekend of November for a total of four (4) days (two days for setup, two days for the event).
 - (b) Additional Events: Two additional weekend events totaling four (4) days, subject to facility availability.
 - (c) Assignments: If the Ag Boosters assign a scheduled weekend to another organization, that organization must comply with all terms of this Agreement
3. **Scheduling & Priority.** To ensure the fiscal health of the DSRP, the following scheduling rules apply:
 - (a) **100% Rate Priority:** If a third party willing to pay the full (100%) rental rate requests a date currently held by the Ag Boosters, and such request is made at least thirty (30) days prior to the Ag Booster event, the Ag Boosters agree to reschedule their event around the paying entity.
 - (b) **City Commitment:** Once an event is scheduled, the City shall not move the Ag Boosters' date within thirty (30) days of the event without the Ag Boosters' express consent.
4. **Fees and Financial Responsibilities.**
 - (a) **Facility Rental:** Ag Boosters shall receive a **50% discount** on standard facility rental fees for authorized events.
 - (b) **Non-Discounted Fees:** Ag Boosters are responsible for 100% (no discount) of the following:
 - (i) Custodial and cleaning fees.
 - (ii) Equipment rental and staffing fees for setup and breakdown.

- (iii) Bathroom Porters: Required for events with large attendance.
- (iv) Staffing & After-Hours: Applicable if the rental period exceeds 12 hours, ends after midnight, or requires more than two (2) staff members.
- (c) **Livestock Specifics:** Ag Boosters must purchase all shavings from DSRP. Stall and pen cleaning fees will be charged at the sole discretion of the Facility Manager.

5. Operations: Concessions & Shavings

- (a) **Concession Option:** Ag Boosters may operate and supply the concession stand at a 50% discount on facility fees when requested by a scheduled user. Ag Boosters retain all profits from these sales.
- (b) **Shavings Sales:** When requested by DSRP staff, Ag Boosters may sell shavings at the official fee schedule rate. The Ag Boosters shall retain \$1.00 per bag sold. The City remains responsible for inventory counts and sales tax.

6. Care of Premises

- (a) **Condition:** Ag Boosters must leave the DSRP in as clean and orderly a state as found.
- (b) **Alterations:** Nothing may be affixed to buildings or fixtures without written consent.
- (c) **Prohibitions:** Ag Boosters shall not injure, mar, or deface any part of the premises. No flammable materials are allowed without prior notification and City approval.

7. Term. This Agreement is valid for three (3) years from the effective date.

8. Termination. Either party may terminate this Agreement by a thirty (30) day written notice.

9. Relationship of Parties. It is understood by the parties that Ag Boosters 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 Ag Boosters. The City may contract with other individuals or firms for services of any kind.

10. Employees. Ag Boosters's employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Ag Boosters shall provide adequate evidence that such persons are Ag Boosters's employees.

- 11. Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Ag Boosters 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). Ag Boosters 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) Ag Boosters does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Ag Boosters does not boycott energy companies; and Ag Boosters is compliant with all other Texas laws including any additional disclosure requirements.
- 12. Injuries/Insurance.** Ag Boosters acknowledges the Ag Boosters's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Ag Boosters waives the rights to recovery from City for any injuries that Ag Boosters may sustain while performing services under this Agreement. Ag Boosters is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Ag Boosters uses the services of any of Ag Boosters's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- 13. 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 Ag Boosters for any expenses in any way connected with this Agreement. AG BOOSTERS 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.
- 14. Assignment.** Ag Boosters's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 15. 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:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620
(512) 858-4725

To Ag Boosters:

Dripping Springs Ag Boosters
Attn: Stephanie Kirkey, President
P.O. Box 1008
Dripping Springs, TX 78620
(863) 447-6878

16. **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.
17. **Compliance with Laws and City Rules.** Failure of Ag Boosters or its participants to comply with applicable law, City ordinances, or applicable City rules or policies constitutes a material breach of this Agreement and may result in immediate suspension of facility use, removal from the premises, or termination of this Agreement at the City's sole discretion.
18. **Amendment.** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
19. **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.
20. **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.
21. **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.
22. **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.
23. **Site Access and Safety.** Ag Boosters 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”

CITY OF DRIPPING SPRINGS 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 ten (10) 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.