

## **LIABILITY & MAINTENANCE AGREEMENT**

This Liability and Maintenance Agreement (the “**Agreement**”) is made as of this 21<sup>st</sup> day of September 2021, (the “**Effective Date**”) by and between the City of Dripping Springs, Texas (the “**City**”) and \_\_\_\_\_ Misner (the “**Lessors**”).

**WHEREAS,** the City seeks to use Lessor’s parking lot at the premises located around and/or near 300 Mercer St. and 293 Mercer St., Dripping Springs, Texas 78620 (the “**Premises**”) for the City’s Christmas on Mercer event; and

**WHEREAS,** the City seeks to use Lessor’s parking lot at the premises located around and/or near the Premises for the Founders Day Festival event; and

**WHEREAS,** the Lessor’s seek to limit it’s liability to allow the City to use its Premises for said events.

**NOW THEREFORE, for valuable consideration, the receipt, which is hereby acknowledged, the City and Lessors agree as follows:**

### **A. USE OF PROPERTY**

The Christmas on Mercer event will access and use the parking lot from 6:30 a.m. Saturday, December 4, 2021 to 8 p.m. on Saturday, December 4, 2021. The Founders Day Festival will access and use the parking lot from 12:00 p.m. Thursday, April 21, 2021 to 12:00 a.m. Sunday, April 24, 2022. The Christmas on Mercer event and Founders Day Festival will also be able to continue to use the parking lot in subsequent years as listed in the Term and Termination section of this Agreement. The use of the property will be for event purposes and shall not cause any damage to the property other than normal wear and tear.

### **B. SPONSORSHIP**

During the term of this Agreement, the City agrees to identify and acknowledge each lessor as a sponsor of the Events, by displaying the lessor’s logo and other agreed-upon identifying information on the City’s marketing, advertising, and promotional media in connection with the Events, in the manner (placement, form, content, etc.) reasonably agreed upon by the City and Lessors. This includes recognition on the Christmas on Mercer website, logo on the festival poster, and recognition on social media. Further, the City agrees to identify and acknowledge each lessor as an in-kind sponsor for the Events. Lessor, if choosing to be listed as a sponsor, agrees to provide all the necessary content and materials for use in connection with such sponsorship. During the term of this Agreement, each Lessor shall be permitted to utilize the City’s name, acronym and logo for the sole purpose of promoting the Lessor’s sponsorship of the Events.

### **C. LIABILITY COVERAGE**

The City of Dripping Springs, Texas has obtained and will keep in force liability coverage to cover its liability for its events to take place on Lessors’ property in the minimum amounts of \$1,000,000

per occurrence and has added Lessors as covered parties for personal injury, bodily injury and property damage claims arising from the City hosting the Events on Lessors' Premises. (Attachment "A"). Said liability policy names the Lessors as Certificate Holders.

**D. TERM AND TERMINATION**

Term of this Agreement will begin on the Effective Date and continue for a period of one (1) year. The City and the Lessors have the option to mutually agree in writing to renew this Agreement for two (2) additional one (1) year periods, unless, (i) either party terminates for any reason upon sixty (60) days prior written notice to the other party; or (ii) both parties agree to terminate by mutual written consent.

**E. CLEANUP**

The City agrees that it will, within a reasonable period and using its own money and resources, clean the Premises after the Events are over.

**CITY OF DRIPPING SPRINGS:**

**LESSOR:**

\_\_\_\_\_  
Bill Foulds, Jr., Mayor

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary