

## CO-SPONSORSHIP AGREEMENT

This • Agreement (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Carrie Isaac, an individual (the "Co-Sponsor").

**WHEREAS**, the City of Dripping Springs hosts various community events in Dripping Springs, Texas; and

**WHEREAS**, the Parties mutually desire to collaborate on hosting the Fourth of July Fireworks event at Dripping Springs Ranch Park and Eventer Center on July 4, 2025 (the "Event"), which will serve as a platform enhancing community engagement and supporting local economic development; and

**WHEREAS**, the Parties have successfully worked together on previous events and wish to build on that success by formalizing their collaboration for the upcoming Event; and

**WHEREAS**, the Parties recognize the importance of establishing clear terms and conditions to govern their collaboration, ensuring a well-organized and successful Event;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and Co-Sponsor agree as follows:

- 1. Scope.** This Agreement applies to Co-Sponsor's utilization of the City's property for the Event and reasons stated above.
- 2. Obligations of the City.** The extent of the City's obligations under this Agreement is that the City agrees to display a banner for the Event at the intersection of US Highway 290 and Ranch Road 12 and will post the Event on the City's website calendar and City social media sites. The City will recognize the Co-Sponsor as the title sponsor for the Event.
- 3. Security.** Co-Sponsor agrees to arrange for two uniformed peace officers to provide security for the Event at the Co-Sponsor's expense.
- 4. Event Specifications.** Co-Sponsor shall provide the City with a fire prevention and control plan and fireworks inventory for review and approval, which approval may be withheld at the City's discretion, acting reasonably:
- 5. No Political Advertising.** Because the Event is hosted on City property, the Co-Sponsor agrees and will ensure that no political advertising as defined by the Texas Election Code will occur at the Event or on any signage or advertising of the Event.
- 6. Independent Contractor.** The Parties agree that Co-Sponsor is an independent contractor, and is neither an agent nor an employee of the City. Co-Sponsor is solely responsible for directing and controlling Co-Sponsor's resources and staff in order to achieve the goals of this Agreement.

7. **Safety.** Co-Sponsor agrees to abide by all state, federal, and local rules and regulations. Co-Sponsor agrees to take all reasonable steps to ensure public safety and protection from fire damage. Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable.
8. **Site Maintenance.** Co-Sponsor agrees not to perform waste or damage City property and right-of-way. In addition, Co Sponsor shall exercise reasonable care and due diligence to avoid harming City property and rights-of-way. Co-Sponsor shall ensure that all trash is placed in the City-provided trash cans.
9. **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.
10. **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, thirty (30) 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.
11. **Force Majeure.** In situations in which Co-Sponsor's participation in the Event is delayed, cancelled or suspended due to the Acts of God, severe weather, natural disaster, state of public emergency, or strike, the terms of this Agreement are waived.
12. **Injuries/Insurance.** Co-Sponsor acknowledges the Co-Sponsor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Co-Sponsor waives the rights to recovery from City for any injuries that Co-Sponsor may sustain while performing services under this Agreement. Co-Sponsor 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 Co-Sponsor uses the services of any of Co-Sponsor'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.** CO-SPONSOR 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 CO-SPONSOR 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 CO-SPONSOR, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE CO-SPONSOR.

- 14. 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:

**For the City:**

Attention: City Administrator  
City of Dripping Springs  
P.O. Box 384  
Dripping Springs, TX 78620

**For the Co-Sponsor:**

Carrie Isaac  
100 Commons Road, Suite 7-125  
Dripping Springs, TX 78620

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.

- 15. 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 Co-Sponsor.
- 16. 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.
- 17. 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.
- 18. Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Co-Sponsor. 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.
- 19. 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.
- 20. 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.

- 21. Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Co-Sponsor 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). Co-Sponsor 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) Co-Sponsor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Co-Sponsor does not boycott energy companies; and Co-Sponsor is compliant with all other Texas laws including any additional disclosure requirements.
- 22. Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 23. Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.
- 24. Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**THE CITY:**  
*City of Dripping Springs*

**THE CO-SPONSOR:**

\_\_\_\_\_  
Michelle Fischer  
City Administrator

\_\_\_\_\_  
Carrie Isaac

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT “A”**

**CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS:**

The entity 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.