

COOKOFF CLUB PARTICIPATION AGREEMENT

This Founders Day Festival 2026 Participation Agreement ("Agreement") is entered into by and between the **City of Dripping Springs, Texas** (the "**City**") and **Dripping Springs Cookoff Club, Inc.** (the "**Contractor**"), effective as of the last date of signature below (the "**Effective Date**").

Recitals

- A. The City sponsors and administers the Founders Day Festival as a civic event in Dripping Springs, Texas.
- B. The Contractor desires to organize and administer the cook-off component of the 2026 Founders Day Festival, subject to the City's oversight, event rules, and applicable law.

The parties therefore agree as follows:

1. Definitions

- (a) **City** means the City of Dripping Springs, Texas, a Type-A General Law Municipality located in Hays County, Texas.
- (b) **City Council** means the governing body of the City.
- (c) **Event** means the Founders Day Festival to be held in 2026 on the dates designated by the City, together with related setup and tear-down periods authorized by the City.
- (d) **Founders Day Commission** means the citizen advisory board of the City appointed by the City Council, together with any City staff or delegate authorized to administer Event operations.
- (e) **Cook-Off Activities** means the cook-off competition, team registration, booth assignment, electrical coordination, operational oversight, and related activities historically administered by the Contractor for the Event, as further limited by this Agreement and written City direction.

2. Engagement and Scope

- (a) The City engages the Contractor, and the Contractor accepts such engagement, to organize and administer the Cook-Off Activities for the Event.
- (b) The Contractor shall perform all services in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted standards of quality, public safety, and event management.
- (c) The Contractor acknowledges that the Event is a City-sponsored public event and that all Contractor activities are subject to City oversight, direction, and approval.

- (d) Nothing in this Agreement grants the Contractor any exclusive right to City property or to any portion of the Event except as expressly approved in writing by the City.

3. Location and Use of Event Premises

- (a) This Agreement is fully performable in Dripping Springs, Texas.
- (b) The Contractor's participation in the Event shall occur within the official Event area designated by the City, including areas west from Ranch Road 12 to Dripping Springs High School, south from Mercer Street to U.S. Highway 290, and any portion of Old Fitzhugh Road or other adjacent areas designated by the City for Event purposes.
- (c) The City may, at any time and in its sole discretion, designate, relocate, reduce, expand, or reconfigure the space made available for Cook-Off Activities if reasonably necessary for public safety, traffic control, emergency access, utilities, operational needs, or other Event management purposes.

4. Contractor Responsibilities

- (a) The Contractor shall provide all labor, supervision, supplies, tools, equipment, administrative support, and incidental materials necessary to perform the Cook-Off Activities.
- (b) The Contractor shall recruit, manage, and supervise all participating cook-off teams and shall be solely responsible for their compliance with this Agreement and all Event rules.
- (c) The Contractor shall ensure that each participating team designates at least one member who completes an approved food handler course before the deadline established by the City or the Contractor. The Contractor shall collect and maintain a copy of each required certificate and shall make those records available to the City upon request.
- (d) The Contractor shall disqualify or remove from participation any team that fails to timely satisfy food safety, registration, operational, electrical, fire prevention, or other mandatory Event requirements.
- (e) The Contractor shall obtain and maintain, at its own cost, all licenses, permits, registrations, certifications, and approvals required for its activities and shall ensure that participating teams do the same.
- (f) The Contractor shall comply, and shall cause all participating teams to comply, with all applicable federal, state, and local laws, ordinances, codes, regulations, and orders, including health, food safety, fire code, alcoholic beverage, accessibility, traffic, and emergency management requirements.

- (g) The Contractor shall promptly follow all written and oral directions issued by the City, the Founders Day Commission, fire marshal, law enforcement, code officials, emergency personnel, and City-designated Event staff concerning safety, operations, access, setup, teardown, and public welfare.
- (h) The Contractor shall be responsible for collecting all booth fees, electrical reimbursements, and other participant charges associated with the Cook-Off Activities, and for keeping accurate books and records of the same.

5. City Responsibilities

- (a) The City may provide reasonable access to designated Event premises and electrical service, if available, solely for the limited purposes approved by the City.
- (b) The City shall have no obligation to provide the Contractor with materials, equipment, staffing, storage, security, tents, furnishings, water, refrigeration, or other services except as expressly stated in this Agreement or otherwise approved in writing by the City.
- (c) The City retains sole authority over Event scheduling, street closures, traffic control, emergency planning, placement of vendors and activities, public communications concerning the Event, and all other governmental and operational decisions relating to the Event.

6. Consideration and Payment to the City

- (a) The City shall not owe compensation to the Contractor under this Agreement unless otherwise approved in a written amendment signed by both parties.
- (b) In consideration of the Contractor's participation in the Event and the City's authorization for the Cook-Off Activities, the Contractor shall pay the City:
 - (i) twenty-five percent (25%) of all booth rental fees collected in connection with the Cook-Off Activities; and
 - (ii) an electrical reimbursement fee of Ten Dollars (\$10.00) per booth space using electrical service.
- (c) All amounts due to the City under this Agreement shall be delivered no later than 5:00 p.m. on the fifteenth (15th) business day after the conclusion of the Event, together with a settlement statement showing gross booth rentals collected, the calculation of the City's percentage share, the number of electrically served spaces, and any other information reasonably requested by the City.
- (d) Upon reasonable notice, the Contractor shall provide the City access to records reasonably necessary to verify amounts owed under this Agreement. If an underpayment is discovered, the Contractor shall remit the deficiency within five (5) business days after demand.

7. Term; Event Cancellation; Termination

- (a) This Agreement begins on the Effective Date and continues until all obligations are fully performed, unless earlier terminated in accordance with this Agreement. In no event shall the term exceed one (1) year unless extended in writing.
- (b) The City may cancel, postpone, suspend, curtail, relocate, or modify the Event, in whole or in part, whenever the City determines such action is advisable for weather, public safety, emergency response, governmental directives, logistical concerns, insufficient resources, or any other legitimate Event-management reason.
- (c) The City may terminate this Agreement for convenience upon written notice to the Contractor. Upon such termination, the Contractor shall cease representing that it is authorized to conduct the Cook-Off Activities on behalf of or in connection with the Event.
- (d) Either party may terminate this Agreement for material breach by the other party if the breach is not cured within the time stated in written notice, provided that no cure period is required where the City determines immediate action is necessary to protect public health, safety, or property.
- (e) The City may immediately suspend or terminate this Agreement, or remove any participant, booth, equipment, or activity, if the City determines that continued participation presents a safety risk, violates law, violates Event rules, interferes with Event operations, or exposes the City to unreasonable liability.
- (f) Termination or expiration shall not affect obligations that by their nature survive, including payment, indemnity, insurance-related obligations, record retention, restoration, venue, and mandatory disclosures.

8. Site Condition, Cleanup, and Restoration

- (a) The Contractor shall not commit waste or damage the Event site.
- (b) The Contractor shall exercise reasonable care and due diligence to avoid damage to streets, sidewalks, turf, utilities, barricades, signs, fixtures, and all other public or private property.
- (c) The Contractor shall provide adequate trash receptacles for the Cook-Off Activities and shall cause all trash, grease, ash, wastewater, debris, and discarded materials generated by the Contractor or participating teams to be properly collected, removed, and disposed of in accordance with law and City direction.
- (d) The Contractor shall restore affected areas to substantially the same condition existing immediately before use, ordinary wear to turf excepted to the extent accepted by the City.

- (e) If the Contractor fails to timely clean or restore the site, the City may perform or cause such work to be performed, and the Contractor shall reimburse the City on demand for all resulting costs.

9. Safety and Event Rules

- (a) The Contractor shall take all reasonable measures to protect persons and property and to prevent fire, food contamination, utility misuse, and other hazards.
- (b) The Contractor shall comply with all Event rules, written policies, operational plans, maps, deadlines, and instructions issued by the City or the Founders Day Commission, as amended from time to time.
- (c) The City may inspect the Cook-Off Activities, related equipment, and records at reasonable times before and during the Event to confirm compliance with this Agreement.
- (d) The Contractor shall promptly report to the City any accident, injury, fire, property damage, citation, health concern, utility issue, or claim arising out of the Cook-Off Activities.

10. Independent Contractor; No Agency

- (a) The Contractor is an independent contractor and is not an employee, agent, partner, or joint venturer of the City.
- (b) The Contractor has no authority to bind the City, incur obligations on behalf of the City, make representations for the City, or hold itself out as having such authority.
- (c) The Contractor is solely responsible for the direction and control of its officers, volunteers, workers, contractors, and participating teams, and for all wages, taxes, benefits, and similar obligations relating to them.

11. Insurance

- (a) The Contractor shall maintain, at its own expense and throughout the term of this Agreement, insurance sufficient to cover its obligations and risks arising from the Cook-Off Activities.
- (b) At a minimum, the Contractor shall maintain:
 - (i) Commercial General Liability insurance with limits of not less than \$500,000 per occurrence for bodily injury, personal injury, and property damage;
 - (ii) Automobile Liability insurance with a combined single limit of not less than \$500,000, if automobiles are used in connection with the Cook-Off Activities; and

- (iii) Workers' Compensation insurance as required by Texas law, if the Contractor has employees.
- (c) The City shall be named as an additional insured on all liability policies to the extent applicable.
- (d) The Contractor shall provide certificates of insurance to the City upon execution of this Agreement and at any other time upon request. The Contractor's failure to maintain or provide evidence of required insurance shall constitute a material breach.
- (e) Insurance maintained by the City, if any, is for the City's own benefit only and shall not limit the Contractor's obligations under this Agreement.

12. Indemnification and Risk Allocation

- (a) TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND BOARDS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, FINES, PENALTIES, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO THE CONTRACTOR'S OR ANY PARTICIPATING TEAM'S ACTS, OMISSIONS, OPERATIONS, PRESENCE, EQUIPMENT, FOOD SERVICE, SALES, OR PARTICIPATION IN THE EVENT, EXCEPT TO THE EXTENT CAUSED BY THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (b) The Contractor shall be solely responsible for loss of or damage to its own property and the property of participating teams, except to the extent caused by the City's gross negligence or willful misconduct.
- (c) Nothing in this Agreement shall be construed as a waiver of any governmental immunity, official immunity, statutory protection, or damages limitation available to the City under Texas law.

13. Compliance with Texas Government Contract Requirements

- (a) Before this Agreement becomes effective, the Contractor shall provide all disclosures, forms, certifications, and verifications required by applicable Texas law for contracts with local governmental entities, including any forms required under Chapter 176, Texas Local Government Code, and, if applicable, Form 1295.

- (b) The Contractor represents that it is and shall remain in compliance with all applicable Texas laws relating to government contracting, including any requirements concerning prohibited boycotts, foreign terrorist organizations, discrimination against firearm entities or firearm trade associations, boycotts of energy companies, and any successor or related statutory requirements.
- (c) The Contractor shall promptly notify the City if any representation in this section ceases to be true during the term of this Agreement.

14. Records; Public Information; Audit

- (a) The Contractor shall maintain complete and accurate records relating to this Agreement, including participant rosters, fee collections, electrical assignments, food-handler documentation, incident reports, and payments due to the City, for at least four (4) years after the Event or longer if required by law.
- (b) To the extent applicable law requires, records relating to this Agreement may be subject to disclosure under the Texas Public Information Act. The Contractor shall cooperate with the City regarding any lawful request for records.
- (c) The City may review and copy non-privileged records reasonably related to the Contractor's performance and amounts due under this Agreement.

15. Notices

- (a) Any notice required or permitted under this Agreement must be in writing and delivered by hand, nationally recognized overnight delivery service, certified mail return receipt requested, or email with confirmation of transmission to the addresses below, unless a party later designates a different address by written notice.

To the City:

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

To Contractor:

Dripping Springs Cookoff Club, Inc.
Attn: Board President
P.O. Box 614
Dripping Springs, TX 78620

16. Assignment and Subcontracting

- (a) The Contractor may not assign this Agreement or subcontract a material portion of its duties without the City's prior written consent.
- (b) Any attempted assignment or transfer in violation of this section is void unless approved in writing by the City.

17. Governing Law and Venue

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- (b) Exclusive venue for any action arising out of or relating to this Agreement shall lie in a court of competent jurisdiction in Hays County, Texas.
- (c) The parties do not agree to arbitration or non-binding mediation unless both parties later agree in writing after a specific dispute arises.

18. Miscellaneous

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior oral and written communications on that subject.
- (b) **Amendment.** No amendment or modification of this Agreement is effective unless in writing and signed by both parties.
- (c) **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.
- (d) **Waiver.** A party's failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or of the right later to enforce it.
- (e) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures transmitted electronically shall be effective to the fullest extent permitted by law.
- (f) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties and does not create rights in any third party.
- (g) **Authority.** Each signatory represents that he or she is authorized to execute this Agreement on behalf of the party for whom the signatory signs.
- (h) **No Waiver of Governmental Powers.** Nothing in this Agreement limits the City's exercise of its governmental, police, regulatory, permitting, or legislative powers.

AGREED AND ACCEPTED effective as of the last date signed below.

CITY OF DRIPPING SPRINGS

DRIPPING SPRINGS COOKOFF CLUB,
INC.

Michelle Fischer

Michele Ryon

Michele Ryon (Apr 16, 2026 16:44:20 CDT)

Michelle Fischer
City Administrator

Michele Ryon
President

17/04/26

16/04/26

Date

Date