

FOUNDERS DAY PARKING PROFIT SHARING AGREEMENT

This Agreement, made and entered into this 21/04/26 by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Veterans of Foreign Wars Post 2933**, (hereinafter referred to as “VFW”), is understood and agreed to be as set forth herein:

Recitals

WHEREAS, the City conducts or sponsors the annual **Founders Day Festival** in Dripping Springs, Texas;

WHEREAS, the City has previously authorized parking operations in and around the area commonly known as Veterans Memorial Park **and the Triangle** for the benefit of festival attendees;

WHEREAS, prior participation agreements for Founders Day parking provided for payment by the parking operator to the City of 25% of parking profits and required compliance with applicable laws, insurance requirements, and site-use restrictions;

WHEREAS, the parties desire to continue an annual parking arrangement with automatic renewal for Founders Day festival parking operated by the VFW, except to the extent any rights or obligations are already governed by a separate lease agreement affecting the Triangle premises;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Definitions.

For purposes of this Agreement:

- (a) **“Event”** means the annual Founders Day Festival conducted in Dripping Springs, Texas.
- (b) **“Parking Operations”** means the VFW's management and operation of paid and unpaid vehicle parking for the Event at the Parking Area, including attendant services, traffic flow management within the Parking Area, collection of parking fees, and accommodation of any approved RV parking.
- (c) **“Parking Area”** means the gravel and other areas designated in writing by the City for Event parking in or around Veterans Memorial Park and/or the Triangle, as applicable, but expressly excludes any grassy or chained-off area, landscaped area, or other portion prohibited by the City.
- (d) **“Parking Revenue”** means all gross receipts collected by the VFW from paid parking during the Event.

(e) **"Parking Expenses"** means reasonable, direct, out-of-pocket costs actually incurred by the VFW for the Event parking operation, excluding donations, overhead not specific to the Event, and compensation not actually paid.

(f) **"Parking Profit"** means Parking Revenue minus Parking Expenses.

2. Grant and Scope.

(a) The City authorizes the VFW to conduct Parking Operations for the Event within the Parking Area during each annual Event term, subject to this Agreement, the City's event rules, and any separate lease or site agreement then in effect.

(b) This Agreement is intended to govern the VFW's Founders Day festival parking profit-sharing arrangement and operational obligations, and shall not enlarge or diminish any leasehold rights established under a separate Triangle lease except where this Agreement expressly addresses Event parking operations.

3. Term; Automatic Renewal.

(a) This Agreement shall begin on the Effective Date stated in the signature block and shall continue in effect for one (1) year.

(b) Thereafter, it shall automatically renew for successive one-year terms for each subsequent Founders Day Event unless either party gives written notice of non-renewal not less than ninety (90) days before the anticipated commencement of that year's Event.

4. Compensation and Profit Sharing.

(a) The VFW shall retain seventy-five percent (75%) of Parking Profit, and shall pay to the City twenty-five percent (25%) of Parking Profit for each annual Event term.

(b) The VFW shall provide the City with a written accounting of Parking Revenue, Parking Expenses, and Parking Profit no later than 5:00 p.m. on the twenty-first (21st) day following the last day of the Event, together with payment of the City's share by check or other form of payment accepted by the City.

(c) If the parties wish, they may annually confirm parking rates, any RV fee structure, and operational details in writing before the Event; however, absent such written modification, this Agreement shall remain in effect according to its terms.

5. Parking Operations.

(a) The VFW shall provide all labor, volunteers, supplies, signage, traffic cones, collection materials, and other equipment necessary to conduct Parking Operations safely and efficiently.

- (b) The VFW may use a portion of the Parking Area for RV parking only if approved by the City for the applicable Event year and only within areas designated by the City. Any RV parking arrangement shall be administered so as not to unreasonably interfere with required accessible parking or general event parking circulation.
- (c) The VFW shall reserve and manage accessible parking in the Parking Area in a manner that complies with applicable federal, state, and local accessibility requirements, including the Americans with Disabilities Act and any applicable Texas accessibility standards, as applicable to the Event and the Parking Area.
- (d) The number, dimensions, location, access aisles, and route of travel for accessible parking spaces shall be established and maintained in compliance with law and any City direction for the applicable Event year.
- (e) The VFW shall not park vehicles, direct vehicles, or permit parking on any grassy area, chained-off area, landscaped area, or other area designated by the City as off limits.
- (f) This restriction applies even if such area was used in prior years unless the City expressly authorizes such use in writing for a future Event.

6. Compliance with Laws; Safety.

- (a) The VFW shall comply with all applicable federal, state, and local laws, regulations, ordinances, event rules, and safety requirements in connection with Parking Operations.
- (b) The VFW shall take reasonable steps to protect public safety, maintain orderly traffic movement within the Parking Area, and avoid damage to City property.

7. Site Care and Cleanup.

- (a) The VFW shall exercise reasonable care and due diligence to avoid damage to the Parking Area and adjacent City property.
- (b) The VFW shall remove trash generated by its Parking Operations and shall leave the Parking Area in reasonably clean condition following the Event, ordinary wear excepted.

8. Independent Contractor.

- (a) The parties agree that the VFW is acting as an independent contractor and not as an officer, employee, partner, or agent of the City.
- (b) The VFW shall be solely responsible for directing and controlling its personnel, volunteers, and operations.

9. **Records and Audit Cooperation.** The VFW shall keep reasonably complete books and records supporting its annual Event accounting under this Agreement for at least two (2) years after each Event and shall make such records available to the City for reasonable inspection upon written request for the limited purpose of verifying the City's profit-share payment.
10. **Termination; Non-Renewal.**
- (a) This Agreement may be terminated by mutual written agreement of the parties.
 - (b) Either party may terminate this Agreement for material breach if the other party fails to cure such breach within a reasonable time after written notice, provided that if the breach occurs during the Event and immediate cure is not practicable, the City may suspend affected Parking Operations as reasonably necessary to protect public safety or City property.
 - (c) Termination shall not affect any payment obligation, indemnity obligation, recordkeeping obligation, or other provision that by its nature should survive termination.
11. **Force Majeure.** If the Event or Parking Operations are delayed, suspended, or cancelled due to acts of God, severe weather, natural disaster, governmental order, public emergency, or other cause beyond a party's reasonable control, the affected obligations shall be excused to the extent impacted for that Event year.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the VFW's Founders Day parking profit-sharing arrangement and supersedes prior oral or written understandings on that subject, except that any separate lease agreement governing the Triangle premises shall continue to control leasehold rights and obligations not expressly addressed herein.
13. **Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the VFW 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). VFW 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) VFW does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) VFW does not boycott energy companies; and VFW is compliant with all other Texas laws including any additional disclosure requirements.
14. **Injuries/Insurance.** VFW acknowledges the VFW's obligation to obtain appropriate insurance coverage with the City named as an additional named insured as described in Attachment "A". VFW waives the rights to recovery from City for any injuries that VFW may sustain while performing services under this Agreement. VFW is to provide a copy of insurance coverage to City upon execution of this Agreement and at least ten (10) days prior to the end of any existing coverage period.

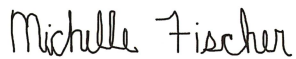
15. **Indemnification.** Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify VFW for any expenses in any way connected with this Agreement. VFW AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING 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.
16. **Assignment.** VFW'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.
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. Notices delivered in person or by e-mail shall be deemed received upon delivery.
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|----------------------------|------------------------------------|
| To the City: | To VFW: |
| City of Dripping Springs | Veterans of Foreign Wars Post 2933 |
| Attn: City Administrator | Attn: Commander |
| PO Box 384 | PO Box 216 |
| Dripping Springs, TX 78620 | Dripping Springs, TX 78620 |
| (512) 858-4725 | post@vfw2933.com |
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.

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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. This limitation shall not limit a party's indemnification obligations expressly set forth in this Agreement.

CITY OF DRIPPING SPRINGS

**VETERANS OF FOREIGN WARS POST
2933**



Michelle Fischer

21/04/26

Date



Robert Parker For the Commaner
George Conwill
Quartermaster, VFW Post 2933

15 April 2026

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 (only if Firm has employees).
- 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.

Certificate Of Completion

Envelope Id: D7011C8B-870C-85DE-803C-B44AA0751173
 Subject: VFW20260406 - Founders Day Parking Profit Sharing Agreement (VFW Post 2933)
 Source Envelope:
 Document Pages: 12
 Certificate Pages: 4
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Aniz Alani
 PO Box 384
 Dripping Springs, TX 78620
 aalani@cityofdrippingsprings.com
 IP Address: 97.105.163.190

Record Tracking

Status: Original
 4/7/2026 4:24:23 PM

Holder: Aniz Alani
 aalani@cityofdrippingsprings.com

Location: DocuSign

Signer Events

Emily Nelson
 enelson@cityofdrippingsprings.com
 Assistant Director
 Security Level: Email, Account Authentication
 (None)

Signature

DS

Signature Adoption: Pre-selected Style
 Using IP Address: 97.105.163.190

Timestamp

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 Resent: 4/10/2026 10:47:16 AM
 Resent: 4/13/2026 12:25:05 PM
 Viewed: 4/13/2026 1:14:04 PM
 Signed: 4/13/2026 1:14:14 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/29/2025 12:24:55 PM
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Johnna Krantz
 jkrantz@cityofdrippingsprings.com
 Security Level: Email, Account Authentication
 (None)

Initial

Signature Adoption: Pre-selected Style
 Using IP Address: 97.105.163.190

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Electronic Record and Signature Disclosure:
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Shawn Cox
 scox@cityofdrippingsprings.com
 Security Level: Email, Account Authentication
 (None)

Initial

Signature Adoption: Uploaded Signature Image
 Using IP Address: 97.105.163.190

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Electronic Record and Signature Disclosure:
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 ID: d5e90150-0c89-4c68-a1dd-082e579f2fbd

Robert Parker
 post@vfw2933.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Aniz Alani
 aalani@cityofdrippingsprings.com
 Security Level: Email, Account Authentication
 (None)

Sent: 4/13/2026 1:14:16 PM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michelle Fischer mfischer@cityofdrippingsprings.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/13/2026 9:02:00 AM ID: 92f1470b-55b0-41db-b6bd-5d03e3f1db3d		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Diana Boone dboone@cityofdrippingsprings.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 11/5/2025 11:06:30 AM ID: c4316893-b32f-4355-831c-c027a923be23		
Maverick Coleman mcoleman@cityofdrippingsprings.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		