



# City of Dripping Springs Co-Sponsorship Agreement

CLEAR

Co-Sponsor First Name: Carrie Last Name: Gregory

Organization: Dripping Springs Empty Bowls Project/ Helping Hands

Address: P.O. Box 804

City: Dripping Springs State: TX Zip 78620

Phone Number: 636-253- 6918 Email: carrieregorytx@gmail.com

**Event Description/Purpose:**

25th Annual Empty Bowls Project The Empty Bowls Project is the major fundraiser for Dripping Springs Helping Hands. The event includes selling ceramic, handmade bowls to the general public and filling the bowls with homemade soups from area restaurants. Patrons who come to our event, during a four hour period, are entertained by local musicians. Helping Hands, now in its 36th year, provides food and financial support to families in need. This nonprofit organization also sponsors a school supply drive and a Project Elf program so families have gifts

Event Date: Nov.6,2022 Event Location: Dripping Springs Ranch Park

**THIS CO-SPONSORSHIP AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

- **Parties.** The City of Dripping Springs, Texas (“City”) and Co-Sponsor, as indicated above.
- **Agreement.** The agreement documents shall consist of the Co-Sponsorship Agreement, Policy and Application form ("Attachment "A").
- **Scope.** This Agreement applies to Co-Sponsor’s utilization of the City’s property for the Event and reasons stated above.
- **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 city facilities and parks, post the Event on the City’s website calendar and City social media sites, and adhere to all obligations described in Attachment "A".
- **Obligations of Co-Sponsor.** Co-Sponsor agrees to oversee the organization and execution of the Event and agrees to keep the City informed of plans for the Event as described in Attachment "A". Co-Sponsor agrees to provide all volunteer labor needed to operate and oversee all aspects of the Event. Co-Sponsor will put City logo on event banners.
- **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.
- **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.
- **Site Maintenance.** Co-Sponsor agrees not to 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.
- **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.

- **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.
- **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.
- **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.
- **Notice.** Any notice provided for by this Agreement and any other notice, demand or communication which either party may wish to send to the other, shall be in writing and given by registered or certified United States mail, return receipt requested. Notices shall be addressed to the party for whom such notice, demand or communication is intended. Mail notice to the City as: Attention: City Administrator, Post Office Box 384, Dripping Springs, Texas 78620.
- **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.
- **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.
- **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.
- **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.
- **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.

**ACKNOWLEDGMENT:**

**Owner:**  
**City of Dripping Springs, Texas**

**Co-Sponsor:**  
**Dripping Springs Empty Bowls Project**

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

\_\_\_\_\_  
 Carrie Gregory

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



**DRIPPING SPRINGS**  
 Texas

**SUBMIT**



# Co-Sponsorship

## *Policy & Application*

### **I. Purpose**

The purpose of this Co-Sponsorship policy is to set forth guidelines and criteria governing the granting of City of Dripping Springs funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs. The City recognizes that Co-Sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. This co-sponsorship agreement is separate from a request for a grant of Local Hotel Occupancy Tax funds.

### **II. Goals and Objectives**

Co-Sponsorship of funds or in-kind services will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

- *Promote the City of Dripping Springs as a desirable place to live, visit and do business.*
- *Promote the City of Dripping Springs as a visitor destination and/or bring tourism- associated revenue to the City.*
- *Enhance the quality of life and wellbeing of some or all residents of the community.*
- *Advance the City's commitment to and pride in being a multicultural community.*
- *Promote the historic districts.*
- *Promote cultural and artistic awareness among the citizenry.*

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the particular special event, community project or program has on the community-at-large. Special attention is paid to Co-Sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

Co-Sponsorship benefits may include:

- Up to 10% fee discount
- Banner on the Triangle or other city-owned property for specified number of days
- Required use of City Logo on marketing
- In kind donations from current city resources

Any Co-Sponsorship requesting benefits in excess of this amount must request a Donation Agreement with the City through the City Administrator.

### **III. General Requirements, Eligibility Criteria and Conditions**

The applicant for Co-Sponsorship of funds or in-kind services for special events, community projects or programs must meet all of the following requirements, eligibility criteria, and conditions:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax-exempt status. Co-application with a nonprofit corporation will make an applicant eligible to apply for co-sponsorship.
2. The special event, community project, or program supports the aforementioned goals and objectives.
3. Event and promotion must take place within the City of Dripping Springs limits or extraterritorial jurisdiction. Some limited exceptions will be made. Reason(s) for not holding the proposed event or promotion in the City of Dripping Springs must be stated on the application. Exemption from this requirement will be provided on a case-by-case basis and will favor activity promoting the City of Dripping Springs as a desirable place to live, visit and do business in.
4. The recipient of Co-Sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for the City's funds or in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
5. The nonprofit corporation must be ready, willing, and able to enter a contractual agreement for Co-Sponsorship with the City and provide a certificate of liability insurance.
6. The nonprofit corporation must comply with all City ordinances if applicable, wherein standards and procedures for the issuance of special event permits or other requirements are set forth.
7. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition or any condition related thereto.
8. All co-sponsorship applications will be reviewed by City Administrator once the application is complete unless the application is for a co-sponsorship for the Dripping Springs Ranch Park and Event Center (DSRP). For the DSRP co-sponsorship applications, the DSRP Board shall review all co-sponsorship applications submitted for events at DSRP. The DSRP Board shall forward recommendations for co-sponsorship applications to the City Council. For non-DSRP co-sponsorship applications, the City Administrator's decision is final. The City will inform the applicant in writing whether an application has been approved or denied.

9. All packets must be submitted at least ninety (90) days prior to the event and shall include:
- a completed sponsorship application;
  - a cover letter describing how the event will benefit the City, its residents, and its visitors; and
  - a budget sheet that includes the expenses for which the sponsorship is requested. Filing of an application is not a guarantee that it will be approved.

10. Items that will be considered include:

- Benefit to the community.
- Success of past events that included community involvement.
- How the event complements or conflicts with current City programming and policies.
- How the event aligns with the City's goals and objectives.

SUBMIT

CLEAR

## *Co- Sponsorship Application*

SPONSORING ORGANIZATION NAME: Dripping Springs Empty Bowls Project/ Helping Hands

### APPLICANT

First Name: Carrie

Last Name: Gregory

Contact Number: 6362536918

Email: carrieregorytx@gmail.com

Address: c/o DS Helping Hands, P.O. Box 804, Dripping Springs, Texas 78620

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### EVENT

NAME: 25th Annual Empty Bowls Project

START DATE/TIME: 11/5/2022 8:00 AM

END DATE/TIME: 11/5/2022 6:00 PM

ADDRESS: Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs, Texas

ESTIMATED ATTENDANCE: 1000

### EVENT DESCRIPTION

The Empty Bowls Project is the major fundraiser for Dripping Springs Helping Hands. The event includes selling ceramic, handmade bowls to the general public and filling the bowls with homemade soups from area restaurants. Patrons who come to our event, during a four hour period, are entertained by local musicians.

Helping Hands, now in its 36th year, provides food and financial support to families in need. This nonprofit organization also sponsors a school supply drive and a Project Elf program so families have gifts

WILL THIS EVENT BE OPEN TO ALL MEMBERS OF THE PUBLIC?

Yes  No

HAVE YOU PREVIOUSLY CO-SPONSORED WITH THE CITY OF DRIPPING SPRINGS?

Yes  No

WILL YOU NEED MARKETING ASSISTANCE FOR THIS EVENT?

Yes  No

WILL THE CITY LOGO BE USED FOR THIS EVENT?

Yes  No

WILL ADMISSION BE CHARGED?

Yes  No

WILL ANYTHING BE SOLD?

(Vendor permit may be required)

Yes  No

WILL YOU BE SERVING FOOD?

(Food permit may be required)

Yes  No

IS THE ORGANIZATION A REGISTERED NONPROFIT CORPORATION OR 501(c)3?

(Attach proof to Application)

Yes  No

DOES THE ORGANIZATION HAVE LIABILITY INSURANCE FOR THIS EVENT?

(Attach proof to Application)

Yes  No

IS A BUDGET SHEET THAT INCLUDES THE EXPENSES THE SPONSORSHIP IS REQUESTING INCLUDED WITH YOUR APPLICATION?

Yes  No

HOW WILL THE CITY BE RECOGNIZED AS A CO-SPONSOR?

The City of Dripping Springs will be included on all advertising, social media, and website.

WHAT IS YOUR MEDIA AND/ OR PUBLICITY PLAN?

The advertising plan for EBP is to distribute press releases, newsletters, email blasts, social media blasts and to print banners. The city's logo, if a co-sponsor, will be on all advertising/

**WHAT IS THE PRIOR HISTORY OF THIS EVENT OR SIMILAR EVENTS THAT INCLUDED COMMUNITY INVOLVEMENT?**

The Empty Bowls Project has been conducted in this community for 25 years. It is an established event that is near and dear to the community as it supports our neighbors in need. Over 100 volunteers come for the day to help with the event. The Empty Bowls Project raises more than 60% of Helping Hands annual budget. The City of Dripping Springs has been a co-sponsor for the past 5 years or more.

**PLEASE, CHOOSE ONE OR MORE OF THE FOLLOWING OPTIONS AND BRIEFLY EXPLAIN YOUR SELECTION(S) BELOW:**

This Event

- Promotes the City as a desirable place to live, visit and do business.
- Promotes the City as a visitor destination and/or bring tourism- associated revenue to the City.
- Enhances the quality of life and wellbeing of some or all residents of the community.
- Advances the City's commitment to and pride in being a multicultural community.  
Promotes the historic districts.
- Promotes cultural and artistic awareness among the citizenry.

The Empty Bowls Project promotes generosity, kindness, and an understanding of helping others. All of which promote a healthier environment in which to live. Helping Hands enhances the quality of life and well being of residents who serve and volunteer for this nonprofit. Helping Hands improves the quality of lives of residents who are in need of food and/or assistance with their basic living needs. The Empty Bowls Project and Helping Hands serves all people regardless of their ethnic origins and religions. All 1,500 bowls that are handmade by area potters show the many artistic talents of our community.

\*\*\*\*\**BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF*\*\*\*\*\*

RECEIVED BY CITY DATE:

**CITY ADMINISTRATOR:**

DATE:  APPROVE  DENY

**DRIPPING SPRINGS RANCH PARK BOARD OF DIRECTORS RECOMMENDATION:**

DATE: 12.1.2021  APPROVE  DENY DSRP Board denied fee waiver but approved banner display at Triangle.

**CITY COUNCIL:**

DATE:  APPROVE  DENY



## ***Sign Request Form***

*THE CITY MUST BE A CO-SPONSOR OF AN EVENT OR SERVICE FOR A SIGN ADVERTISING IT TO BE DISPLAYED ON CITY PROPERTY. ATTACH THIS REQUEST TO THE CO-SPONSORSHIP APPLICATION.*

Banners shall not be more than 32 square feet in area and 6 feet in height.

Noncommercial signs and temporary signs shall not be more than 36 square feet in area and 6 feet in height.

Requirements for Banners to be displayed at The Triangle:

**Banner Width & Height: 4 feet tall by 8 feet wide**

**Banner Material and Grommets: vinyl with hemmed grommets every 2 feet**

**WIND SLITS ARE REQUIRED TO BE CUT IN BANNER TO ALLOW AIR FLOW. A BANNER WITHOUT WIND SLITS SHALL NOT BE DISPLAYED.**

Sign locations will be determined by the City, based on availability.

The City will install the sign.

The City is not responsible for damage caused to a sign.

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NAME OF ENTITY: Dripping Springs Empty Bowls Project/ Helping Hands

NAME OF REPRESENTATIVE: Carrie Gregory

MAILING ADDRESS: c/o DS Helping Hands, P.O. Box 804, Dripping Springs, Texas 78620

TELEPHONE NUMBER 6362536918

EMAIL ADDRESS: carrieregorytx@gmail.com

### **DESCRIPTION OF EVENT OR SERVICE:**

The Empty Bowls Project is the major fundraiser for Dripping Springs Helping Hands. The event includes selling ceramic, handmade bowls to the general public and filling the bowls with homemade soups from area restaurants. Patrons who come to our event, during a four hour period, are entertained by local musicians.

Helping Hands, now in its 36th year, provides food and financial support to families in need. This nonprofit organization also sponsors a school supply drive and a Project Elf program so families have gifts

DESCRIPTION OF INFORMATION TO BE DISPLAYED ON SIGN (ATTACH GRAPHIC TO APPLICATION):

event name, event date, event location, Major sponsors of the event.

SIGN DIMENSIONS AND HEIGHT: 4 x 8

SIGN MATERIALS:

Vinyl

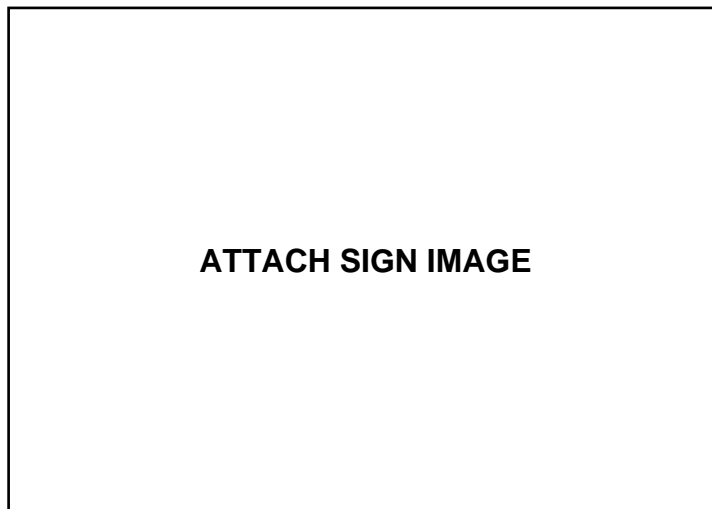
REQUESTED DATE FOR SIGN TO BE DISPLAYED:

(No more than 30 days prior to event/service)

TYPE OF SIGN: BANNER  NONCOMMERCIAL  TEMPORARY

LOCATION WHERE SIGN WILL BE DISPLAYED:

Triangle/Farmers Market Area.



\*\*\*\*\*BELOW INFORMATION IS TO BE COMPLETED BY CITY STAFF\*\*\*\*\*

RECEIVED BY CITY DATE:

CITY ADMINISTRATOR:

DATE:

APPROVE



DENY

