



# City of Dripping Springs Non-Profit Event Triangle Banner Program Agreement

Applicant First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Organization Address: \_\_\_\_\_

City: Dripping Springs State: TX Zip: 78620

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Event Description/Purpose: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Event Date: \_\_\_\_\_ Event Location: \_\_\_\_\_

City Limits or ETJ (circle one) City Facility: \_\_\_\_\_

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

1. **Parties.** The City of Dripping Springs, Texas (“City”) and Applicant, as indicated above.
2. **Scope.** This Agreement applies to Applicant’s use of the City’s property for a banner and the Event subject to the description listed above.
3. **Fee.** This agreement is subject to the fee as set forth in the City’s Fee Schedule.
4. **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 for up to thirty (30) days at a time mutually agreed between the Applicant and the City. Use of the intersection for banner placement is based on availability and certain slots of the banner facilities shall be reserved for City use. The City will decide the location and will place the banner. Any movement of a banner by an entity will result in removal of the banner by the City.
5. **Obligations of Applicant.** Applicant agrees to provide all information requested including rental agreement with the City to ensure eligibility for program. Event must use a city facility to be eligible for this program.
6. **Unauthorized Use.** No person, corporation, or entity, or any of its affiliates, subsidiaries, or parent of these entities, who are in active litigation against the City may use this program. Active litigation includes litigation in State or Federal Court, State Office of Administrative Hearings, and any contested case in front of any state agency. This prohibition is lifted only when any litigation is finally settled.
7. **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.
8. **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.
9. **Force Majure.** In situations in which Applicant’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.
10. **Indemnification.** APPLICANT 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 APPLICANT 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 APPLICANT, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE APPLICANT.

11. **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, 511 Mercer Street, Dripping Springs, Texas 78620.
12. **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.
13. **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.
14. **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.
15. **Merger.** This instrument, and any Attachments affixed hereto, constitutes the entire Agreement between the City and Applicant. 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.
16. **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

**Applicant:**

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

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>City Use – After Approval</b>	
<b>Non-Profit Verification:</b> _____ Staff Initials	<b>Dates of Banner Posting:</b> _____ Dates
	<b>Applicant Approval:</b> _____ Applicant Initials

