

Dripping Springs DSRP Sponsorship Agreement

THIS AGREEMENT made this ____ day of March 2023 (the “Effective Date”), by and with Little Longhorn, hereinafter called the “*Sponsor*”, and the CITY OF DRIPPING SPRINGS hereinafter called “*City*” (also both individually referred to as the “*Party*” or collectively as “*Parties*”) acting herein by its Mayor, Bill Foulds, Jr. hereunto duly authorized.

WHEREAS, the Dripping Springs Ranch Park attracts patrons from all over Central Texas to the City of Dripping Springs; and

WHEREAS, the Dripping Springs City Council welcomes support for the Dripping Springs Ranch Park through sponsorship; and

WHEREAS, the Sponsor has donated \$1750 in kind to the Dripping Springs Ranch Park for its 2023 Eggstravaganza Market; and

WHEREAS, the Sponsor will be eligible for benefits included below

WITNESSETH, that the Sponsor and the City for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Sponsorship. The Sponsor shall donate a helicopter drop of eggs at no charge as an in-kind donation of one thousand seven hundred and fifty dollars (\$1,750) to the City of Dripping Springs Ranch Park and will be entitled to the benefits of Sponsorship listed below.

ARTICLE 2. Sponsor’s Duties

1. **Abide by Park Rules.** Sponsor will act within posted park rules including not allowing landing of the helicopter within the City of Dripping Springs.
2. **Donation.** On April 8, 2023 the Sponsor will coordinate a helicopter egg drop at the Ranch Park at the site specified in Attachment “A”.
3. **Safety.** The Sponsor shall comply with the safety plan provided by the City of Dripping Springs and follow all staff direction related to the egg drop.
4. **Logo:** The Sponsor will provide any logo it wishes to be displayed on the website, social media, and flyer within seven (7) days of execution of this agreement.
5. **Insurance:** The Sponsor will provide insurance related to this activity including the City of Dripping Springs as an additional named insured.

ARTICLE 3. City’s Duties

1. **Flyer.** The City shall place the logo and link of the Sponsor in the Flyer related to the 2023 Eggstravaganza.

2. **Website and Social Media.** The City shall place the logo and link of the Sponsor on the Dripping Springs Ranch Park website and on social media posts related to the 2023 Eggstravaganza.
3. **Logo and Link Placement.** Logos and links shall be placed within fourteen (14) days of receipt of usable logo from the Sponsor.

ARTICLE 4. Miscellaneous Provisions

1. **Term.** The term of this agreement shall be for a period of thirty (30) days from the date of execution.
2. **Non-assignability.** Neither the City nor Sponsor shall assign any interest in this Agreement without the prior written consent of the other Party.
3. **Amendment.** This Agreement embodies the entire agreement between the Parties and may not be modified unless in writing and executed by all Parties.
4. **Warranty.** Each Party hereby warrants and represents that: (i) it has the authority to enter into this Agreement; (ii) its execution and delivery of this Agreement and consummation of the transactions contemplated hereby does not and will not conflict with or cause a default under any of its organizational documents or any other agreement, license, or instrument to which it is bound; and (iii) it shall at all times comply with all applicable laws, rules and regulations, including without limitation, federal, state and local regulations. Except to the extent that such defects arise due to City's gross negligence or willful misconduct, Sponsor further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects.
5. **Limitation of Liability.** EXCEPT WITH RESPECT TO THE OBLIGATIONS OF EACH PARTY HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY RESULTS FROM BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY. WITH THE EXCEPTION OF ANY INDEMNIFICATION OBLIGATIONS SET FORTH HEREUNDER, IN NO EVENT SHALL SPONSOR'S TOTAL LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY SPONSOR TO CITY UNDER THIS AGREEMENT.
6. **Termination.** The City or the Sponsor may terminate this Agreement: (a) for a breach of any term in this Agreement upon ten (10) days prior written notice to the other party if the other party fails to perform any material obligation under this Agreement, and such failure is not cured within seven (7) days of receipt of written notice of default; or (b) by the mutual written consent of both the City and the Sponsor.

7. **Notice.** Any notice and/or statement required or permitted by this Agreement, shall be deemed to be given and delivered when deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or such other address as amended by providing notice to the other party at the addresses below:

If to the City:

Michelle Fischer: City Administrator
City of Dripping Springs
511 Mercer Street/P.O. Box 384
Dripping Springs, Texas 78620

If to the Sponsor:

8. **Law & Venue.** This Agreement shall be governed by the laws of the State of Texas. The venue for any disputes arising under this Agreement shall be Hays County, Texas.
9. **Compliance with Laws.** Each of the Parties, in the performance of this Agreement, will perform their activities in full compliance with all applicable federal, state, and local laws, codes, regulations and ordinances, including all environmental and labor laws.
10. **Severability.** If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.
11. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single Agreement. Faxed signatures (or signatures e-mailed in PDF format or signed via DocuSign) shall be construed to be as valid as originals.
12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior understandings, or oral or written agreements, between the Parties on this subject matter.

CITY OF DRIPPING SPRINGS, TEXAS

By: _____
Michelle Fischer, City Administrator

By: _____

Date: _____

Date: _____