



## **SPONSORSHIP AND USE AGREEMENT**

### **Dripping Springs Visitors Bureau and City of Dripping Springs for Songwriters Festival**

THIS SPONSORSHIP AND USE AGREEMENT (the “Agreement”) is entered into by and between the City of Dripping Springs, Hays County, Texas, (the “City”), a general law municipality organized and operating under the general laws of the state of Texas, and Dripping Springs Visitors Bureau, a registered Texas non-profit organization.

### **I. RECITALS**

- A. Dripping Springs Visitors Bureau is a registered Texas non-profit in good standing whose purpose is to promote tourism and serve as ambassadors to connect visitors-guests and the community.
- B. Dripping Springs Visitors Bureau wishes to enter into a sponsorship and use agreement with the City to provide assistance in the promotion and execution of the Songwriters Festival to take place from October 14, 2022 to October 16, 2022.
- C. The City desires to aid Dripping Springs Visitors Bureau and, accordingly, agrees to sponsor the Songwriters Festival.

### **II. AGREEMENT**

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

#### **A. DEFINITIONS:**

- (1) **City:** The City of Dripping Springs, a General Law, Type-A municipality located in Hays County, Texas .
- (2) **City Administrator:** the chief administrative officer of the City, or the officer's designee.

**(3) City Council:** The governing body of the City of Dripping Springs.

**(4) City of Dripping Springs Property:** The property known as the Stephenson Building Parking Lot and City Hall Parking Lot and the Parking Lot at the Triangle.

**(5) Person:** a human individual, sole proprietorship, partnership, corporation, nonprofit corporation, foundation or unincorporated association, or agency.

**(6) Dripping Springs Visitors Bureau:** a State of Texas Non-Profit.

**B. DESCRIPTION:** Co-Sponsor is hereby engaged to organize and hold the following event: Dripping Springs Songwriters Festival ("Event"), more particularly described in *Attachment "A"*, which is incorporated herein for all intents and purposes.

**C. SCOPE:** This Agreement applies to Co-Sponsor's utilization of the City of Dripping Springs Property for the reasons stated above, which shall be conducted on October 14-16, 2022, and to the responsibilities and duties of the parties for organizing the event.

**D. LOCATION:** This Agreement is fully performable in Dripping Springs, Texas and performance shall take in and near the Downtown Historic District. More specifically, the event shall take place at the the Barber Shop, Acopon Brewing, Mazama Coffee Co, Hudson's on Mercer, The Warehouse District, Sidecar Tasting Room, Haus of Jayne, and Dog 'N' Bone. Sunday will include a gospel brunch at Hudson's on Mercer St and then concert on Mercer St from 2 p.m.-6 p.m. between College St and Old Fitzhugh Rd. Set-up to start Friday, 10/14 at 8 a.m.

**E. Duties of the City**

**(1)** The City agrees to allow Co-Sponsor to utilize City of Dripping Springs Property for the purpose stated herein, and the City waives rental fees associated with using City property for the Event. Fees for all permits and amounts herein are due by September 23, 2022.

**(2)** The City is not obligated to provide funds for the Event as of the date of execution of this Agreement.

**(3)** The City confirms that it has obtained liability coverage through the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) that covers its streets and public areas.

**(4)** The City agrees to assist with the drafting and issuance of press releases related to the event, include the event on the City's Calendar of Events, and publicize the event through the City's website and social media by posting at least three posts related to the event on social media.

- (5) City shall work with Waste Connections to provide trash receptables. If not available, the City shall provide trash cans including 10 trash barrels from the Dripping Springs Ranch Park for the event, for the collection and disposal of solid waste generated at the event. Dripping Springs Visitors Bureau will provide trash liners for the trash receptacles. (Dripping Springs Visitors Bureau may purchase trash liners from the City at cost).
- (6) City will provide access to electricity for up to 4 food trucks in the Stephenson Building parking lot, for the Sun Radio Sponsorship tent on Mercer St., and electricity for a stage located at 299 Mercer Street. Dripping Springs Visitors Bureau shall reimburse the City for the electricity and the use of the spider boxes.
- (7) City will set up road closure signage upon approval of road closure and traffic control plan by City Council.
- (8) City will mark the Stephenson Field for use as parking.
- (9) City will provide 200 Chairs and 20 wooden tables.
- (10) If no large event has been booked at the Dripping Springs Ranch Park by October 1, 2022, the stage from the large event room will be offered to the festival at a reduced rate of fifty dollars (\$50) for rental of the stage. Delivery and setup of the stage is three hundred dollars (\$300).
- (11) The City Engineer will prepare the Traffic Control Plan.
- (12) Placement of a banner for the Songwriters Festival at the Veterans Memorial Park.

#### **F. Duties of Dripping Springs Visitors Bureau**

- (1) Dripping Springs Visitors Bureau shall fund the Event.
- (2) Dripping Springs Visitors Bureau agrees to oversee the organization and execution of the Event, and agrees to keep the City informed of the plans for the event.
- (3) Dripping Springs Visitors Bureau shall advertise the event through various forms of media and agrees include the city logo on all printed advertising and materials related to the event.
- (4) Dripping Springs Visitors Bureau agrees to provide all volunteer labor needed to operate/oversee all aspects of the Event.
- (5) Dripping Springs Visitors Bureau shall provide content and graphics for social media posts.
- (6) Dripping Springs Visitors Bureau will apply for all needed permits.

- (7) Dripping Springs Visitors Bureau shall provide written agreement to the City for the use of each private location noted on the map on Exhibit “C”.
- (8) Dripping Springs Visitors Bureau will pay one hundred and fifty dollars (\$150) for rental and staff time of the tables, chairs, and trash barrels.
- (9) Dripping Springs Visitors Bureau is required to cover the tables and return them in the condition in which they were received. Dripping Springs Visitors Bureau shall be responsible for any damage or cleaning needed for the chairs or tables.
- (10) Dripping Springs Visitors Bureau will obtain a 40-yd or larger dumpster for the event. Dripping Springs Visitors Bureau shall provide a solid waste management plan including staff and timing for removal of solid waste.
- (11) Dripping Springs Visitors Bureau shall pay the City eight hundred dollars (\$800) for maintenance staff to set up for the traffic control plan, delivery and pickup of equipment, and other time as specified herein. Dripping Springs Visitors Bureau may request in writing additional assistance from maintenance staff at a rate of sixty dollars (\$60) per hour per staff member. This request must be made in writing by September 23, 2022. Any requests for maintenance staff after this date cannot be guaranteed.

**G. It is understood and agreed between the parties that:**

- (1) Dripping Springs Visitors Bureau will maintain its own liability insurance and will name the City as an additional named insured as attached in Exhibit “B”.
- (2) The City and Dripping Springs Visitors Bureau will work together to finalize a map for all events, facilities, and utilities. The final map shall be submitted and approved by the City Administrator and DSVB by September 23, 2022.
- (3) It is specifically agreed that nothing herein is intended to convey any real property rights of City Property to Dripping Springs Visitors Bureau.
- (4) The City assumes no responsibility for any property placed by Dripping Springs Visitors Bureau or any Dripping Springs Visitors Bureau member, agent, or guest, on City Property, and the City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the use of City Property under this Agreement.
- (5) Dripping Springs Visitors Bureau accepts the premises as-is. Dripping Springs Visitors Bureau may not change any part of City Property or layout of its related facilities unless

it receives prior written approval from the Parks and Community Services Director for the proposed changes.

- (6) Dripping Springs Visitors Bureau will cooperate with the City to comply with all applicable laws (federal, state, and local), including ordinances of the City including any tent safety requirements. Dripping Springs Visitors Bureau agrees to abide by and conform with all rules and regulations from time to time adopted or prescribed by the City for the government and management of City Property.
- (7) 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.
- (8) Participants in the Event shall obtain itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits, as applicable. The City shall waive the application fees for the itinerant vendor licenses, temporary food establishment permits, and mobile food unit permits participating in the event.
- (9) 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 or as outlined below.
- (10) DRIPPING SPRINGS VISITORS BUREAU AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS, SERVANTS, AND EMPLOYERS, FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR INCIDENT TO THEIR USE OF, OR THE USE AND OCCUPANCY OF, CITY PROPERTY BY DRIPPING SPRINGS VISITORS BUREAU, AND DRIPPING SPRINGS VISITORS BUREAU DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR DAMAGES TO PERSONS OR PROPERTY WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING THE TERM OF THIS AGREEMENT IN CONNECTION WITH THE USE OR OCCUPANCY OF CITY PROPERTY BY DRIPPING SPRINGS VISITORS BUREAU OR ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, MEMBERS, GUESTS OR INVITEES.
- (11) Mandatory Disclosures: Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor must fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/filinginfo/QuickFileAReport.php>
- (12) Dripping Springs Visitors Bureau shall not assign this Agreement, or any rights, obligations dates, discounts, or entitlements created under this Agreement to any other person or entity.

- (13) Either party may terminate this Agreement without cause upon the terminating party giving the non-terminating party thirty (30) days written notice.
- (14) This Agreement will automatically terminate if Dripping Springs Visitors Bureau fails to make any required payment or if Dripping Springs Visitors Bureau fails to adequately respond and remedy any complaints or concerns from the City within thirty (30) days of a written request by the City.
- (15) **LAW & VENUE:** Any and all disputes that may arise in relation to this Agreement shall be subject to the laws of the State of Texas. Venue for any disputes arising under this Agreement shall be in Hays County, Texas.
- (16) All notices in connection with this Agreement shall be in writing and shall be considered given as follows:

When delivered personally to the recipient's address as stated in this Agreement; or Five (5) days after being sent by certified mail in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement:

**To the City:**

City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Spring, TX 78620

**To Dripping Springs Visitors Bureau:**

Dripping Springs Visitors Bureau  
Attn: Pam Owens  
509 W Mercer Street, Unit 13  
Dripping Springs, Texas 78620

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Dripping Springs Visitors Bureau.

- (17) **BINDING ON SUCCESSORS:** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- (18) **SEVERABILITY:** Any provisions of this Agreement prohibited or unenforceable by law shall be ineffective without affecting any other provision of this Agreement, or shall be deemed to be severed or modified to conform to such law, and the remaining provisions of this Agreement shall remain in force, provided that the purpose of this Agreement can be achieved. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement

be deemed to be a valid and binding agreement enforceable in accordance with its terms.

- (19) **MERGER:** This instrument, and all 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, made with respect to the participation at the Park.
- (20) **MODIFICATIONS:** All amendments or modifications to the Agreement must be in writing. No modification shall be effective until approved by both parties.
- (21) **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute but one and the same instrument.

**IN WITNESS WHEREOF, The City of Dripping Springs and Dripping Springs Visitors Bureau have executed this Agreement on the dates indicated.**

**CITY OF DRIPPING SPRINGS:**

**DRIPPING SPRINGS VISITORS  
BUREAU:**

\_\_\_\_\_  
Bill Foulds Jr., Mayor

\_\_\_\_\_  
Pam Owens, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Andrea Cunningham, City Secretary

EXHIBIT A

Sponsorship Application

DRAFT



EXHIBIT B

Insurance Certificate

DRAFT

EXHIBIT C

DRAFT