



**Montgomery Economic
Development Corporation**

Charlie Diggs Entertainment Fall Festival Contract

This is an agreement between Charlie Diggs Entertainment (CDE) and The Montgomery Economic Development Corporation (MEDC), and the City of Montgomery, Texas (City) for the purpose of street closures and permission to use public areas.

The MEDC and City agree to allow CDE to operate, organize, market and have use of certain portions of the downtown area of Montgomery, Texas for a festival. The date of this festival shall be Saturday October 16, 2021. This agreement is for a one day/one-time festival.

Location/Barricades/Setup:

The location of the festival will include the Community Center Building and surrounding areas, as shown on the map attached hereto as Exhibit "A". Complete street closures are needed on McCown & College. A partial closure of Caroline will be needed to facilitate the Children's Play Area. Barricades will need to be in place the prior day (October 15, 2021) by CDE with the assistance of the City of Montgomery Public Works department. Maps and outlines will be communicated between Charlie Diggs Entertainment and the Public Works Department. The City, MEDC and CDE will all work to communicate the date, nature of the event and the closure information to all the businesses in the immediate area whose access may be limited by this event.

Barricades/fencing for the festival boundaries shall be delivered to the festival site Friday, October 15, 2021, by an outside vendor contracted by CDE. CDE will require the streets mentioned above to be closed to traffic starting at 10 pm on Friday, October 15, 2021. CDE will communicate with the Public Works Department and the MPD to successfully complete the street closures. Festival setup will begin setup on Saturday October 16, 2021, by 7 AM. Takedown and removal of barricades will begin promptly at the end of the festival. The time allotment for this process is unknown at this time. This task will be the responsibility of CDE.

Payments/Refunds:

The MEDC has agreed to advance to CDE funds in the amount of \$8,000.00 to be used to contract security personnel, emergency medical teams, and crowd control barricades. The advance of funds must be received no later than August 31, 2021. CDE shall refund the \$8,000.00 to MEDC pursuant to the following reimbursement schedule:

Breakdown of reimbursement from CDE to MEDC:

For the first 2000 admission tickets sold, CDE will not need to refund MEDC.

For the next 1000 tickets sold (tickets 2001 – 3000), CDE will refund \$1.00 per ticket sold to MEDC.

For each ticket over 3,000 tickets sold, CDE will refund \$2.00 per ticket sold to MEDC.

(For example, if 5500 total tickets are sold, then CDE would refund \$6,000.00 to MEDC)

Additionally, CDE will provide the MEDC with 20 General Admission tickets that may be used for promotional purposes and 20 General Admission tickets for City staff whose work may have contributed to the event.

Security:

CDE will contract and work with the direction of the City Police Department for all security and patrol needs both at the stage for crowd control and patrolling through the festival grounds for the duration of the festival.

Hold Harmless, Indemnity, and Defense. CDE, ON ITS OWN BEHALF AND ON BEHALF OF ITS AGENTS, SERVANTS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES, OFFICERS, PARTNERS, PRINCIPALS, SUCCESSORS, AND ASSIGNS, HEREINAFTER COLLECTIVELY REFERRED TO AS THE "INDEMNITOR" AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND THE CITY AND MEDC AND ITS EMPLOYEES, ELECTED AND APPOINTED OFFICIALS, AND OFFICERS, JOINTLY AND SEVERALLY, EACH AND ALL OF THEM, WHETHER NAMED HEREIN OR NOT, AND TO DEFEND AND INDEMNIFY THEM OR ANY OF THEM AGAINST ALL PAST, PRESENT, AND FUTURE CLAIMS, WHETHER BASED ON A TORT, CONTRACT, STATUTE, ORDINANCE, OR ANY OTHER THEORY OF RECOVERY TO THE EXTENT THAT ANY ARE RELATED TO OR ARISE OUT OF THIS AGREEMENT. THIS HOLD HARMLESS, INDEMNITY, AND DEFENSE IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED, CHARGED, OR PROVEN THAT ALL OR SOME OF THE CLAIMS OR DAMAGES BEING SOUGHT WERE SOLELY AND COMPLETELY CAUSED, OR CAUSED IN PART, WHETHER BY NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL TORTS, OR BREACH OF CONTRACT, BY THE CITY OR MEDC OR ITS ATTORNEYS, EMPLOYEES, OFFICERS, AND INDEPENDENT CONTRACTORS, JOINTLY AND SEVERALLY, EACH AND ALL OF THEM, WHETHER NAMED HEREIN OR NOT, DURING ANY EVENTS OR DEALINGS BETWEEN THE PARTIES INCLUDING, BUT NOT LIMITED TO, ALL DEMANDS, SUITS, CLAIMS, LIENS, AND CAUSES OF ACTION FOR PERSONAL INJURY OR PROPERTY DAMAGE.

Purpose of Festival:

The MEDC's goal of this festival is to promote and attract new residents, businesses, and economic development to the City. The MEDC agrees to allow CDE to advertise the community, festival, and several sites in the City and surrounding areas. CDE will utilize social media, radio, print and digital ads to achieve this goal. The City logo will be utilized on all advertising. However, it will be accompanied with the CDE name/logo. CDE will not allow any advertisers or sponsors of a dubious nature to be involved with the festival.

3rd Party Vendors:

The MEDC and the City agree to allow food trucks, vendors, and other 3rd party companies to utilize the area which is outlined in Exhibit "A" (attached). The only restricted area where there are no vendors, trucks or other items allowed is where the time capsule is located behind the Community Center.

All vendors providing a service to the public will be required to obtain and maintain the proper insurance and permits required by government agencies. CDE will assume responsibility and clean up if any 3rd party vendors dump illegally, including but not limited to, dumping of grease.

Trash Removal:

CDE is ultimately responsible for trash clean up through a contracted waste company. CDE will have temporary waste receptacles placed throughout the festival grounds as well as workers periodically picking up and emptying the trash cans.

Delivery of reimbursement funds:

Once CDE receives final accounting record from all sales and payables, all parties will mutually agree on a date for CDE to provide the reimbursement check to the MEDC. This may be a public and publicized event that may include the Mayor, Council members, MEDC Directors, and the CDE team. CDE will notify the City, MEDC, and have ready, a check to be presented within five (5) business days of the date mutually agreed to by all parties.

MONTGOMERY ECONOMIC DEVELOPMENT CORPORATION

MEDC President

Date

CITY OF MONTGOMERY, TEXAS

Mayor, City of Montgomery

Date

By: Charlie Diggs

Date