

DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park (**Ranch House**) 1042 Event Center Drive – Dripping Springs, Texas Wednesday, February 12, 2025, at 11:00 AM

AGENDA

CALL TO ORDER & ROLL CALL

Board Members

Todd Purcell, Chair Terry Polk, Vice Chair Pam Owens, Secretary Mike Carroll Sean Casey Penny Reeves

Staff, Consultants, & Appointed/Elected Officials

Parks & Community Services Director Andy Binz Parks & Community Services Assistant Director Emily Nelson DSRP Manager Lily Sellers Deputy City Attorney Aniz Alani Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public that wishes to address the Board on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the Board that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

MINUTES

<u>1.</u> Discuss and consider approval of the January 8, 2025, Dripping Springs Ranch Park Board of Directors regular meeting minutes.

BUSINESS AGENDA

- 2. Discuss and consider a recommendation to City Council to approve the Professional Services Contract and Use Agreement between the City of Dripping Springs and TLL Mercantile LLC dba Holiday and Harvest for the 2025 Eggstravaganza.
- **<u>3.</u>** Discuss and consider a recommendation to City Council to approve the Co-Sponsorship and Logo Use Contract between the City of Dripping Springs and the Dripping Springs Ag Boosters for the 2025 Dripping Springs Rodeo.
- 4. Discuss and consider approval of the updated DSRP Rental Agreement.

REPORTS

Reports listed are on file and available for review upon request. The Board may provide staff direction; however, no action shall be taken.

<u>5.</u> DSRP Manager's Monthly Report *Lily Sellers, DSRP Manager*

CLOSED SESSION

The Board has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

UPCOMING MEETINGS

DSRP Board Meetings

March 12, 2025, @ 11:00 a.m. April 9, 2025, @ 11:00 a.m. May 14, 2025, @ 11:00 a.m.

City Council Meetings

February 18, 2025, @ 6:00 p.m. March 4, 2025, @ 6:00 p.m. March 25, 2025, @ 6:00 p.m. April 1, 2025, @ 6:00 p.m.

ADJOURN

TEXAS OPEN MEETINGS ACT PUBLIC NOTIFICATION OF MEETING

I certify that this public meeting is posted in accordance with Texas Government Code Chapter 551, Open Meetings. This meeting agenda is posted on the bulletin board at the City of Dripping Springs City Hall,

located at 511 Mercer Street, and on the City website at, www.cityofdrippingsprings.com, on February 7, 2025 at 5:00 PM.

Cathy Gieselman, Deputy City Secretary

This facility is wheelchair accessible. Accessible parking spaces are available. Requests for auxiliary aids and services must be made 48 hours prior to this meeting by calling (512) 858-4725.



DSRP Board of Directors Regular Meeting

City of Dripping Springs Ranch Park (**Ranch Park**) 1042 Event Center Drive – Dripping Springs, Texas Wednesday, January 08, 2025, at 11:00 AM

AGENDA

CALL TO ORDER & ROLL CALL

With a quorum present Vice Chair Polk called the meeting to order at 11:04 a.m.

Board Members present were:

Terry Polk, Vice Chair Pam Owens, Secretary Kathy Boydston Mike Carroll Penny Reeves (*arrived late*)

Board Members absent were:

Todd Purcell, Chair Sean Casey

Staff, Consultants, & Appointed/Elected Officials present were:

Parks & Community Services Director Andy Binz Parks & Community Services Assistant Director Emily Nelson DSRP Manager Lily Sellers Deputy City Attorney Aniz Alani Council Member Sherrie Parks

PRESENTATION OF CITIZENS

A member of the public that wishes to address the Board on any issue, regardless of whether it is posted on this agenda, may do so during Presentation of Citizens. It is the request of the Board that individuals wishing to speak on agenda items with a public hearing hold their comments until the item is being considered. Individuals are allowed two (2) minutes each to speak regarding issues not on the agenda and two (2) minutes per item on the agenda and may not cede or pool time. Those requiring the assistance of a translator will be allowed additional time to speak. Individuals are not required to sign in; however, it is encouraged. Individuals that wish to share documents with the Board must present the documents to the City Secretary or City Attorney providing at least eight (8) copies; if eight (8) copies are not provided, the Board will receive the documents the following day. Audio Video presentations will not be accepted during Presentation of Citizens. By law no action shall be taken during Presentation of Citizens; however, the Chair may provide a statement of specific factual information, recitation of existing policy, or direction or referral to staff.

DSRP Board Regular Meeting Minutes January 8, 2025 Page **1** of **3**

1. Discuss and consider approval of the November 13, 2024, Dripping Springs Ranch Park Board of Directors regular meeting minutes.

A motion was made by Board Member Carroll to approve the November 13, 2024, Dripping Springs Ranch Park Board of Directors regular meeting minutes. Board Member Boydston seconded the motion which carried unanimously 4 to 0.

BUSINESS AGENDA

2. Discuss and consider approval of the Co-Sponsorship Agreement with the Texas Hill Country Barrel Racing Association.

A motion was made by Board Member Carroll to approve the Co-Sponsorship Agreement with the Texas Hill Country Barrel Racing Association. Board Member Boydston seconded the motion which carried unanimously 4 to 0.

3. Discuss and consider recommendation regarding a Power Assisted Modes of Transportation Amendment to Parks Rules for Dripping Springs Ranch Park

A motion was made by Board Member Reeves to approve a recommendation to City Council regarding a Power Assisted Modes of Transportation Amendment to Parks Rules for Dripping Springs Ranch Park. Board Member Carroll seconded the motion which carried unanimously 5 to 0.

REPORTS

Reports listed are on file and available for review upon request. The Board may provide staff direction; however, no action shall be taken.

4. **DSRP Manager's Monthly Report** *Lily Sellers, DSRP Manager*

CLOSED SESSION

The Board has the right to adjourn into closed session on any item on this agenda and at any time during the course of this meeting to discuss any matter as authorized by law or by the Open Meetings Act, Texas Government Code Sections 551.071 (Consultation With Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gifts), 551.074 (Personnel Matters), 551.076 (Deliberation Regarding Security Devices or Security Audits), and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.089 (Deliberation Regarding Security Devices or Security Audits). Any final action or vote on any Closed Session item will be taken in Open Session.

UPCOMING MEETINGS

DSRP Board Meetings

February 12, 2025, @ 11:00 a.m. March 12, 2025, @ 11:00 a.m. April 9, 2025, @ 11:00 a.m.

City Council Meetings

January 21, 2025, @ 6:00 p.m. February 4, 2025, @ 6:00 p.m. March 4, 2025, @ 6:00 p.m. March 25, 2025, @ 6:00 p.m.

ADJOURN

A motion was made by Board Member Reeves to adjourn the meeting. Board Member Carroll seconded the motion which carried 5 to 0.

This regular meeting adjourned at 12:03 p.m.

DRIPPING SPRING	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78602
Submitted By:	Lily Sellers, Dripping Springs Ranch Park Manager
DSRP Board Meeting Date:	February 12, 2025
Agenda Item Wording:	Discuss and consider approval of the Use Agreement with the Holiday and Harvest for our 2025 Eggstravaganza.
Agenda Item Requestor:	Lily Sellers
Summary/Background	This is a proposed Use Agreement between Holiday and Harvest, Attn. DJ Smith, and City of Dripping Springs for our 2025 Eggstravaganza.
	DJ Smith was the title sponsor for the 2023 Eggstravaganza at Dripping Springs Ranch Park and approved for our 2024 Use Agreement for Eggstravaganza. This year we are proposing a Use Agreement between Holiday and Harvest and the City of Dripping Springs for a 70/30 split of income after balancing all expenses. This is a repeat of the Use Agreement for 2024.
Staff Recommendation:	Staff recommends approval of the agreement
Attachments:	2025 – Holiday and Harvest Use Agreement

ltem 2.

Next Steps/Schedule: City Council Contract Execution

Item 2.

PROFESSIONAL SERVICES CONTRACT AND USE AGREEMENT

This AGREEMENT is made and entered into this, the _____ day of February, 2025 by and between the **City of Dripping Springs**, Texas, a municipal corporation (hereinafter referred to as "City"), and **TLL Mercantile LLC dba Holiday and Harvest** (hereinafter referred to as "Contractor").

1. Project Summary: Contractor will provide helicopter drop of eggs and sponsorship services for Eggstravaganza at the Dripping Springs Ranch Park Event Center.

2. Duties.

A. Duties of Contractor.

- (1) Coordinate the helicopter drop of eggs for event on April 19, 2025 -and shall comply with the safety plan provided by the City of Dripping Springs and follow all staff direction related to the egg drop.
- (2) Procure sponsorships and vendors for event.
- (3) Provide all expenses and income for percentage split.
- (4) Represent the City in a professional manner.
- (5) Communicate progress and goals with Dripping Springs Ranch Park Management.
- (6) Provide a safe environment for all event patrons by adhering to park rules as well as any rules or laws adopted by Hays County, the City of Dripping Springs, and the State of Texas.
- (7) Engage in excellent communication and customer service while working well with the public.
- (8) Work with City Emergency Management Coordinator and Dripping Springs Ranch Park Management to create an Emergency Action Plan for the attraction.
- (9) Address any complaints or concerns from event patrons, recording and submitting to Dripping Springs Ranch Park Management any incidents and accidents.
- (10) Contractor will adhere to the Traffic Control Plan prepared by the City Engineer for the attraction.
- (11) All outdoor lighting and signage shall be provided for review and approved prior to placement on site.

B. Duties of City.

(1) The City shall provide space at Dripping Springs Ranch Park for the event on April 19, 2025.

- (2) Dripping Springs Ranch Park staff shall provide customer service by staffing the Event Center Business Office during all hours of event operation, provide for the event ticket sales, and support event operations.
- (3) City shall provide a safe, clean, and well-kept location at Dripping Springs Ranch Park for hosting the attraction.
- (4) City Engineer shall submit a Traffic Control Plan for the attraction to Dripping Springs Ranch Park Management and the Contractor.
- (5) Dripping Springs Ranch Park Management will work with Contractor and with City People & Communications Director on all print, internet, and social media advertisement and marketing. The City People & Communications Director will oversee and approve all advertising and media for the attraction.
- **2. Duration.** The term of this Agreement shall be at time of execution through completion of event and all payment is completed.

This agreement can be terminated without cause by either party giving thirty (30) days written notice to the other party.

The City, at its sole discretion for any reason whatsoever, may cancel this agreement at any time and without prior notice if the City determines that the activity is not in the best interest of the City.

- 3. Pay/Fees.
 - **A.** All fees are subject to final approval by the City Council at the recommendation of the Parks and Community Services staff.
 - **B.** After all expenses are subtracted from income, the City and Contractor will split the balance. The Contractor will be paid a Use Fee equal to 70% of income after balanced expenses. City will be paid 30% of the income after balanced expenses.
 - **C.** Payment will be accompanied by an accurate system-generated report accounting of total sales no later than seven business days after the conclusion of the event and presence of Contractor on premises, April, 19, 2025.
- **4.** Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the City: City of Dripping Springs Attn: City Administrator PO Box 384 Dripping Springs, TX 78620 **To the Contractor:** Holiday and Harvest Attn: DJ Smith 1053 Pink Granite Boulevard Dripping Springs, TX 78620

Alternatively, notices required pursuant to this Agreement may be personally served in the

same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Instructor or City may change the address for notices at any time with seven (7) days written notice to the other party.

5. General Provisions.

- **A. Relationship of Parties:** It is understood by the parties that Contract Instructor is an independent Contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of independent Contractor. The City may contract with other individuals or firms for entertainment services.
- **B.** Injuries/Insurance: Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment "A". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
- **C. Indemnification:** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor.
- **D.** Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- E. <u>Mandatory Disclosures:</u> Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and the Affidavit regarding Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270).
- **F.** Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or military authority, insurrections, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, explosions, or other causes not reasonably within the control of the party claiming such inability. Neither City nor Contractor shall be deemed in violation- of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

City of Dripping Springs Eggstravaganza Contractor Use Agreement

- G. Entire Agreement: The text herein and attachments noted above shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Contractor.
- H. Effective Date: This Agreement shall become effective commencing on the date of execution as indicated below.
- **I.** Severability: If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- J. Enforcement and Venue: This Agreement shall be construed under and according to the laws of the State of Texas and venue for enforcement shall be in Hays County.
- K. Waiver of Contractual Right: The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

IN WITNESS WHEREOF, the City of Dripping Springs has caused this Agreement to be signed as of the day and year first above written.

CITY OF DRIPPING SPRINGS:

TLL MERCANTILE LLC dba Holiday and Harvest:

Michelle Fischer, City Administrator

Name:

Date

Date

ATTACHMENT "A"

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
- 2. Provide for at least thirty (30) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
- 3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: –Certificates of Insurance evidencing all of the required insurance coverages shall be submitted with the Firm's submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.

DRIPPING SPRING	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78602
Submitted By:	Lily Sellers, Dripping Springs Ranch Park Manager
DSRP Board Meeting Date:	February 12, 2025
Agenda Item Wording:	Discuss and consider approval of the Co-Sponsorship and Logo Use Contract with the Dripping Springs Ag Boosters for the 2025 Dripping Springs Rodeo.
Agenda Item Requestor:	Lily Sellers and Stephanie Kirkey
Summary/Background	Dripping Springs Ag Boosters would like to create a Co-Sponsorship and Logo Use Contract for the 2025 Rodeo occurring May 23-26, 2025
Staff Recommendation:	Staff recommends approval of the agreement
Attachments:	2025 – DS Ag Boosters_Co-Sponsorship Logo Use Contract DS Fair Rodeo
Next Steps/Schedule:	City Council Contract Execution

Item 3.

CO-SPONSORSHIP AND LOGO USE CONTRACT

THIS CONTRACT made this _____ day of ______ 2025, by and between **Dripping Springs Vocational Ag Boosters Association Inc.** dba **Dripping Springs Ag Boosters**, a recognized 501(c)(3) tax-exempt organization, hereinafter called the "*User*", and the **City of Dripping Springs**, hereinafter called the "*Owner*" acting herein by its City Administrator, Michelle Fischer hereunto duly authorized.

WITNESSETH, that the User and the Owner for the considerations stated herein mutually agree as follows:

- 1. Owner owns all proprietary rights in and to the copyrightable and/or copyrighted works described in this Agreement. The copyrighted works will collectively be referred to as the "Property".
- 2. Owner owns all rights in and to the Property and retains all rights to the Property, which are not transferred herein, and retains all common law copyrights and all federal copyrights which have been, or which may be, granted.
- **3.** User desires to obtain, and Owner has agreed to grant, a license authorizing the use of the Property by User in accordance with the terms and conditions of this Agreement.

THE PARTIES AGREE TO ABIDE BY THE TERMS AS FOLLOWS:

- **A. CONTRACT COMPONENTS.** The executed contract documents shall consist of the following components:
 - 1. This Contract;
 - 2. Exhibit "A" Property/Logo

This Contract, together with other documents enumerated here, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision of an Exhibit conflicts with a provision in this Contract, the provisions in this Contract prevail.

B. GRANT OF LICENSE. Owner owns the Dripping Springs Fair & Rodeo Logo "Property". Owner grants User a non-exclusive license to use the Property in all marketing materials related to the 2025 Dripping Springs Fair & Rodeo including digital marketing subject to the written approval required under paragraph E below. The license to use the Property terminates on December 31, 2025, unless extended in writing by the Owner. User may use the Property for apparel or other merchandise but must cease sale and distribution of the merchandise upon expiration or termination of this Agreement. Owner retains title and ownership of the Property. User will own all rights to materials, products, and work created by User "Work" in connection with this license. The license is only valid while the Dripping Springs Fair & Rodeo is located at the Dripping Springs Ranch Park and is the subject of a Dripping Springs Ranch Park and Event Center Rental Contract. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all

marketing materials.

- C. CO-SPONSORSHIP. User shall have use of the Dripping Springs Ranch Park and Event Center for the Dripping Springs Fair & Rodeo from 5/23/25-5/26/25 based on the Event Center Contract completed at least thirty (30) days prior to the Event at the cost of the greater of seven thousand nine hundred dollars (\$7900) for the Full Facility Rental or 1/3 of the profits generated from the event but shall not include the cost of other fees including, but not limited to, staff time or equipment rentals. A statement showing final income from the Rodeo is due to the City within 45 days after Rodeo. Once statement of final income is approved by both parties, the City will make a payment to User within 30 days. The User will also list the City of Dripping Springs as the main sponsor for the Dripping Springs Fair & Rodeo in all marketing materials.
- **D. RIGHTS AND OBLIGATIONS.** User shall be the sole owner of the Work and all proprietary rights in and to the Work; however, such ownership shall not include ownership of the copyright in and to the Property or any other rights to the Property not specifically granted in this Agreement.
- E. MARKETING AND USE OF CITY LOGO. User may design flyers and social media posts including the Rodeo Logo, but designs must be approved in writing by the City of Dripping Springs Communications Department and must follow the City of Dripping Springs Brand Guidelines. User must give the City at least seven business days to approve before release date of flyer distribution or social media posts.
- **F. MODIFICATIONS.** Unless the prior written approval of Owner is obtained, User may not modify or change the Property in any manner. User shall not use the Property for any purpose that is unlawful or prohibited by these Terms of the Agreement.
- **G. DEFAULTS ON AGREEMENT.** If User fails to abide by the obligations of this Agreement or its Event Center Rental Contract, including the obligation to publicize the City as the main sponsor of the event, Owner shall have the option to cancel this Agreement by providing 30 days written notice to User. User shall have the option of taking corrective action to cure the default to prevent the termination of this Agreement if said corrective action is enacted prior to the end of the time period stated in the previous sentence. There must be no other defaults during such time period or Owner will have the option to cancel this Agreement, despite previous corrective action.
- H. WARRANTIES. Neither party makes any warranties with respect to the use, sale, or other transfer of the Property by the other party or by any third party, and User accepts the product "AS IS." In no event will Owner be liable for direct, indirect, special, incidental, or consequential damages, that are in any way related to the Property.
- I. TRANSFER OF RIGHTS. Neither party shall have the right to assign its interests in this Agreement to any other party unless the prior written consent of the other party is obtained.
- J. MANDATORY DISCLOSURES. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract the Contractor has submitted to the City a copy of the Conflict-of-Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor shall submit a Form 1295 to the Texas Ethics Commission. The Contractor also confirms it is in compliance

with all Texas requirements related to government contracts including: (1) no boycott of lsrael; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements).

- **K. INDEMNIFICATION.** EACH PARTY SHALL INDEMNIFY AND HOLD THE OTHER HARMLESS FOR ANY LOSSES, CLAIMS, DAMAGES, AWARDS, PENALTIES, OR INTTJRIES INCURRED BY ANY THIRD PARTY, INCLUDING REASONABLE ATTORNEY'S FEES, WHICH ARISE FROM ANY ALLEGED BREACH OF SUCH INDEMNIFYING PARTY'S REPRESENTATIONS AND WARRANTIES MADE UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNIFYING PARTY IS PROMPTLY NOTIFIED OF ANY SUCH CLAIMS. THE INDEMNIFYING PARTY SHALL HAVE THE SOLE RIGHT TO DEFEND SUCH CLAIMS AT ITS OWN EXPENSE. THE OTHER PARTY SHALL PROVIDE, AT THE INDEMNIFYING PARTY'S EXPENSE, SUCH ASSISTANCE IN INVESTIGATING AND DEFENDING SUCH CLAIMS AS THE INDEMNIFYING PARTY MAY REASONABLY REQUEST. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- **L. AMENDMENT.** This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.
- **M. DURATION.** This Contract shall be in effect until December 31, 2025, unless terminated as provided below or extended in writing.
- **N. TERMINATION.** This Agreement shall terminate automatically on Termination Date. Either party may terminate this Agreement if the other party breaches this Agreement or the Event Center Rental Agreement. Prior to termination, the complaining party shall provide the other party ten (10) business days to cure any breach unless such cure is non-feasible.
 - 1. Upon termination or expiration of this Agreement, User shall cease reproducing, advertising, marketing, and distributing the Work including merchandise as soon as is commercially feasible. User shall have the right to fill existing orders of any merchandise with the Property then in stock. Owner will have the right to verify the existence and validity of the existing orders and existing copies of the Work then in stock upon reasonable notice to User.
 - 2. Termination or expiration of this Agreement shall not extinguish any of the User's or Owner's obligations under this Agreement including, but not limited to, the obligation to pay royalties, if any, which by their terms continue after the date of termination or expiration.

O. NOTICE. All notice required or permitted under this Contract shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to the City: City of Dripping Springs Attn: City Administrator P.O. Box 384 Dripping Springs, TX 78620 (512) 858-4725 *If to the User:* Dripping Springs Ag Boosters Attn: Stephanie Kirkey P.O. Box 1008 Dripping Springs, TX 78620 (863) 447-6878

- **P. SEVERABILITY.** If any prov1s10n of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- **Q. WAIVER OF CONTRACTUAL RIGHT.** The failure of any party to enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Contract.
- **R. APPLICABLE LAW.** The laws of the State of Texas shall govern this Contract. The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
- **S. VENUE.** The venue for any and all legal disputes arising under this Contract shall be Hays County, Texas.

This Agreement and its exhibits contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

CITY OF DRIPPING SPRINGS

DRIPPING SPRINGS VOCATIONAL AG BOOSTERS ASSOCIATION INC. dba DRIPPING SPRINGS AG BOOSTERS

Michelle Fischer, City Administrator

Name:

Title:



OF DRUPPING SPR	STAFF REPORT City of Dripping Springs PO Box 384 511 Mercer Street Dripping Springs, TX 78602
Submitted By:	Lily Sellers, Dripping Springs Ranch Park Manager
DSRP Board Meeting Date:	February 12, 2025
Agenda Item Wording	g: Discuss and consider approval of the updated DSRP Rental Agreement.
Agenda Item Requestor:	Lily Sellers
Summary/Background	d: Staff have worked with Deputy City Attorney Aniz Alani to update our DSRP Rental Agreement. The updates align pricing with our fee schedule, communicate DSRP policies and guidelines more effectively, and provide the event an easier template to outline all or their needs for their show.
Staff Recommendation:	Staff recommends approval of the updated rental agreement
Attachments:	2025_DSRP Rental Agreement_Final2.6.25
Next Steps/Schedule:	Upon approval, DSRP will start utilizing new Rental Agreement



ORGANIZATION CONTACT INFORMATION

Organization Legal Name (as registered with Texas Secretary of State:	
Trade Name or "dba" Name (optional):	
Mailing Address:	City, State, Zip:
Business Phone:	Business Email:
Business Website:	
SOS Number:	Are you a 501C3? 🗖 Yes 🔲 No

Name of Authorized	Phone:	
Representative:		
E-mail Address:		

EVENT INFORMATION:

Event Center Rentals are available in Full Day (12-hours) or Half Day (6-hour dependent on space) blocks (subject to availability). Your rental window must include total use, including set up and breakdown times. Additional hours can be added to your rental block per space at per-hour rates.

Event Rental Location(s):

Entire DSRP Park	DSRP Trails	Main Indoor Arena
(12-hr Rental Only, Excludes stalls and RV	DSRP Fields (1—4)	Small Event Room (Expansion)
hookup)	Vendor Hall	Concession Stand (Expansion)
 Entire DSRP Facility (12-hr Rental Only, 	Main Event Room	Livestock Barn (Expansion)
Excludes stalls and RV hookup)	Concession Kitchen	Outdoor Arena

Please provide all date(s) and time(s) that you require access to rental space(s):								
	Date(s)	Location (Location in the building)	Set-Up Time	Doors Open Time	Event Start Time	Event End Time	Breakdown End Time	Total Hours (Set- Up to Breakdown End)
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
Sunday								21



EVENT MARKETING MATERIAL:

Do you have any physical/digital marketing material for DSRP. (e.g. Flyers, Social Media Links, Photos)? If **Yes**, please send all marketing material to dsrpinfo@cityofdrippingsprings.com and/or deliver to Dripping Springs Ranch Park.

EV	ENT DESCRIPTION:							
	Equestrian		Vendor Market				Meeting/Training/Wo	orkshop
	Livestock		Banquet/Reception				Other:	
De	scription of event:							
Ple	ENT DETAILS: ase check all that apply: en to the public? Yes NO Ticket sa	les :	and/or admission fee?		0			
-	tendance will determine if security is needed for you					d.		
	Serving Food/Selling Food/Food Trucks: (Permits must be submitted through the City of Dripping Springs)	Te cor	nts/Canopies: (All canopies nply with the Park Ordinan yofdrippingsprings.com)	smust		Amplifie Aerialist	d Outdoor Sound /Acrobatics: (Insurand	ce must
	Serving Alcohol: (TABC Certifications and Permits must be submitted 30 days prior to event. Insurance must reflect Alcohol.)	(In	onwalk/Rockwall/Bounce I surance must reflect and a st be made with the City of	greement		reflect) Other:		
	Caterer: (Must have food handlers permits turned into DSRP)	Sp	rings)					
	idio/Visual Needs: (additional fees my apply) Il there be loudspeakers, live music or any activit	y wh	ich involves amplification e	equipment or o	devic	es of any	r kind? If yes, please	describe
	und System: Select from of the following (add Basic Sound Package (Microphone and Backgrou			WIFI: Selec (additional			-	
	LAV Pack 🛛 Wireless Handheld 🗠 Wirele	ess (Gooseneck	Single D	Day N	etwork A	ccess: \$5.00/Day	
Vi	sual: Select one from the following (additiona	l fee	es may apply)	Three-da	ay Ne	twork Ac	cess: \$12.00	
	Projector/Screen (Main Event Room ONLY): \$25			Seven I	Day N	letwork A	access: \$20.00	
			2	Secure	Multip	ole Vendo	or Network Access: \$3	300.00



EQUIPMENT RQUESTED:

Please select all that apply and indicate quantity requested:

Note: Not all equipment is available for each area. Inventory may be reduced for multiple events. Some restrictions & fees may apply.

	Tables (8' rectangular;		Arena Stage	
	event rooms only)		Stage (Small Event Room)	
	Chairs		Plastic Tables	
	Panels		Bleachers	
	Pig Pens		Mobile Serving Bars	
	Horse Stalls		Extension Cords	
	Cattle Tie Outs		Electrical	
	Spider Boxes		Bridge	
	Horse Jump Standards		Cones	
	Barrels		Sandwich Boards	
	Bending Poles		Cedar Poles Trail	
	Stage (Large Event Room)			
lf y	If you selected any of the above, please provide any relevant details regarding your equipment:			

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ARENA FOOTING NEEDS or DIRT NEEDS

(Special footing needs will result in additional fees)

Do you have special footing needs? YES NO	
If YES , special footing needs must be submitted to DSRP no later than 30 days in advance of the event. Failure to make this submitta could hinder your footing needs being met by the facility. Please describe special set-up and/or dirt needs in detail:	al
Drags (How many/How often):	
Packing of the dirt (Light Pack/Hard Pack):	
Depth (Any specific notes):	
Any other requests:	
ALCOHOLIC BEVERAGES	
*Please see Facilities Rental Policy regarding alcoholic beverage service, consumption & security requirements	
Will alcohol be at your event? YES 🔲 NO 🔲	
Is ANY alcohol being sold onsite during your event? YES 🔲 NO 🔲	
If yes, and there will be any form of alcohol transactions onsite, Licensee is required to contract with DSRP Preferred Vendor Peak Beverage.	
Is ALL alcohol included in the price of event admission ticket? YES 🔲 NO 🔲	
If yes, you must provide a copy of the Texas Alcoholic Beverage Commission Permit and a copy of the Certificate of Liability Insurance with at leas \$1,000,000,000 (One-Million Dollars and Zero Cents) coverage for personal and property injuries.	st
TABC License Number:	
Date Submitted:Received by:	
Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additio Named Insured):	nal
Approved for Alcohol Sales: YES NO	
City Staff Signature of Approval: X	
GENERAL LIABILITY INSURANCE	
Certificate of Liability Insurance Provided (Must list Dripping Springs Ranch Park/City of Dripping Springs as Certificate Holder & Additional Named) this i Moonwalk/Rockwall/Bounce Houses/Aerialist/Acrobatics:	nclude
City Staff Signature of Approval: X	24



Rental Fees & Balances:

Rental Space Fee Amount		Due Date:
Custodial Fees		Due Date:
Add-On Fees		Due Date:
Save-The-Date Deposit (non-refundable)	\$250.00	Due Date:
Damage Deposit (refundable if no damages occur during the rental period.)	\$500.00	Due Date:
Total Rental Fees (Due 60-days prior to the event)		

Please read and initial/date below:

Initial:_____I have read and understand the policies, terms and conditions on the preceding pages required for rental of the park.

Initial:______I understand that failure to comply with any of the policies, terms and conditions outlined in this agreement could result in forfeiture of my rental date, rental fees, security deposit and possible fines.

Initial:_____Damages to the rental space, facilities or any part of Dripping Springs Ranch Park property exceeding the amount of the collected security deposit will be assessed at a cost plus 15% administrative fee.

Initial:_____Other fees may be assessed on an event basis depending on special requirements and requests from the licensee.

Please read and sign below:

I have read and agree to the terms and conditions stated in the Policies and General Park Rules for the Dripping Springs Ranch Park and Event Center and/or Outdoor Arena Complex, and Ranch House/Grounds and do hereby request the use of the facilities as outlined in this Agreement. As the authorized event agent, I shall be the responsible contact for my group, organization, membership, and/or event. By signing below, I declare I have read, understand, and agree to abide by the existing said Policies and Park Rules. I understand that I may request to have a copy of the Policies and Park Rules for my possession.

v	1
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Licensee's Authorized Signature

DSRP Manager

CASH AND CHECKS ARE ACCEPTED

Please make checks payable to: Dripping Springs Ranch Park PO Box 384 Dripping Springs, TX 78620

For additional information please contact:

 $Teri \ Sanders, \ DSRP \ Facility \ Rental \ Coordinator, \ \underline{tsanders@cityofdrippingsprings.com}$

or

Lily Sellers, DSRP Manager, lsellers@cityofdrippingsprings.com

X_____

Date Signed

X_____

Date Signed



POLICIES AND PARK RULES FOR USE OF THE EVENT CENTER AND OUTDOOR ARENA COMPLEX ARE ATTACHED. PLEASE READ THOROUGHLY BEFORE RESERVING THE FACILITIES. YOU WILL BE REQUIRED TO ADHERE TO ALL POLICIES AND PARK RULES. FAILURE TO ADHERE TO POLICIES AND PARK RULES COULD RESULT IN EVENT CANCELLATION, FINES, AND ALL PAYMENTS AND DEPOSITS BEING FORFEITED.

The following information includes: (1) definitions of rental categories; and (2) general policies and rules for use of the Dripping Springs Ranch Park Event Center and Outdoor Arena ("DSRP Event Center and Outdoor Arena"). All stated dimensions are approximate. Fees exclude facilities not expressly listed in the DSRP Event Center Definitions. In this document, the City of Dripping Springs is referred to as the "City". The Dripping Springs Ranch Park Manager ("DSRP Manager") will be the contact for all events at the Dripping Springs Ranch Park Event Center and Outdoor Arena. Please contact the DSRP Manager for details.

DSRP EVENT CENTER DEFINITIONS

Fees exclude facilities not expressly listed. Additional Custodial Fees apply to each rental.

Entire Event Center Rental: Fee includes use of the Main Indoor Arena, Vendor Hall, Main Event Room, Stall Area, Concession Kitchen, and Concession Plaza. The fee does not include any facilities in the expansion side of the building.

Main Event Room Rental: Fee includes the 12,000 sq. ft. meeting space. Rental of this space includes a limited number of available 8 ft tables and chairs.

Small Event Room Rental: Fee includes the 7,500 sq. ft. meeting space. Rental of this space includes a limited number of available 8 ft tables and chairs.

Main Arena Rental: Fee includes use of 275 x 145' large indoor arena, warm up arena, chutes, roping boxes, main wash racks, bleacher landing, and announcer's booth. Fee includes the use of preexisting bull pens and holding pens. Rental of this space also has the first right of refusal for stall rental.

Livestock Barn Rental: Fee includes the 23,000 sq ft covered area, livestock barn concession plaza, and livestock barn wash racks.

Outdoor Riding Arena & Round Pen Rental: The arena is 250 x 150 sq ft. This arena can be used in conjunction with events at the Event Center or as a standalone rental. The arena has lighting for evening use. An outdoor round pen is included in the rental of the riding arena for warm-up and training horses.

Vendor Hall/Front Porch Rental: Fee includes the 11,000 sq. ft. covered area.

Concession Kitchen Rental: The Concession Kitchen includes the main prep space and stainless-steel tables, use of DSRP commercial refrigerators and freezers, oven, wash station, and microwave. Use of fry station is allowed with additional requirements.

Concession Stand Rental: The Concession stand is available for rent during events. If Licensee requires a concessionaire, contact DSRP Staff.

Tables and Chairs: The DSRP Event Center has a limited number of 8-foot-long rectangular tables and folding chairs available for rent during events.

DSRP Lobby and Concession Plaza: These spaces are common area which serves as the entrance and restroom access and concession sales for concurrent events. No Licensee will be permitted to conduct events in the Lobby/Concession Plaza that would interfere with other events occurring within DSRP.

Event Center Stalls: Stalls are available for rent at the Event Center. Any horse that remains at the facility overnight must be in a stall or tied up at the trailer or in a portable pen adjacent to your primitive camp site (Grounds fee will apply if tied adjacent to primitive camp site, in a portable pen or tied to trailer). Tying horses on the stalls is prohibited. Tying horses to your trailer at your RV campsite or erecting a portable pen at your RV campsite is prohibited. Tying or placing horses in any DSRP livestock pens, rough stock pens or cattle pens is prohibited. *The rental period is 24 hours, 8am to 8am daily.* Users may pay the fee at the DSRP offices or may pay directly to the Licensee who is responsible for remitting payment to the city. Using the stalls without renting this amenity will re- suit in forfeiture of event deposit.

Shavings: DSRP requires that each stall have a minimum of 2 bags of shavings per stall. Shavings are not included in the stall rental price but are available for purchase at Dripping Springs Ranch Park. **No outside shavings are allowed.** Event Managers/Show managers have the option to do their own stall check-ins and remit payment to DSRP for stalls and shavings at DSRP rates. Send all inquiries to <u>dsrpinfo@cityofdrippingsprings.com</u>

Arena Prep: DSRP will provide personnel on site to prepare the arena dirt before the rental time period as needed. The cost is included in the rental fee. Licensee who wish to work any DSRP Footing themselves during the event will be required to: 1) bring their own equipment; 2) attend a scheduled orientation with event center staff; 3) provide proof of \$1,000,000.00 liability insurance coverage to cover personal and property injury/damages to, any portion of the arena, including the base layer of the arena floor; 4) return any alterations to footing done by Licensee to the original state. If footing is not returned to original state, Licensee is responsible for all additional costs to return footing to facility standards. All equipment brought in by outside parties must be well maintained and approved by the event center staff prior to use in the arena.

Item 4.



**Parties booking individual areas of the Dripping Springs Ranch Park and Event Center (Vendor Hall/Front Porch, Special Event Rooms, Indoor/Outdoor Arenas, etc.) are subject to being rescheduled or offered another space to hold their event if a party requests booking the entire facility 45 days or more from the individual area booking. To guarantee a reservation with no restrictions, the entire Event Center must be reserved. The floor plan, event layout, dirt needs, electrical needs and parking plans are due to DSRP no later than 30 days prior to the event. Failure to do so could hinder DSRP from meeting floor plan, event layout, dirt needs, electrical needs and parking needs. Changes made after this 30-day deadline may result in additional fees.

The DSRP Manager has sole authority to determine whether a proposed event or activity is appropriate for the desired space at the Dripping Springs Ranch Park and Event Center.

Compliance with Laws - The Licensee agrees to comply with all applicable municipal, county, state, and federal laws, regulations, ordinances, and codes, including but not limited to those governing health, safety, alcohol service, food handling, public events, noise, and liability insurance. Failure to comply with such legal requirements may result in termination of this Agreement, forfeiture of any deposits, and additional penalties as permitted by law.

POLICIES FOR USE: Dripping Springs Ranch Park Event Center & Outdoor Arena

- NO GLASS, DUCT TAPE, GLITTER/CONFETTI/PYROTECHNICS: Glass containers are NOT allowed on premises of the Dripping Springs Ranch Park and Event Center except by bartenders serving from a glass bottle to a plastic cup within a safety contained area. Duct tape is not allowed on any interior or exterior surface of the facility. Glitter/ confetti is prohibited in ALL spaces. Pyrotechnics are not allowed on park property under any circumstances.
- 2. No alterations of any structure will be allowed and there will be no glue, wire, screws, or nails attached to or embedded into the walls or ceilings for any reason. Failure for Licensee and guests to comply with this policy will result in the imposition of a \$500 fee as liquidated damages and immediate cancellation of your event.
- Any space is rented as is 'four walls'; any changes or modifications could result in additional fees. Please refer to the fee schedule. Personnel necessary for normal building operations will be on duty. If additional staff is needed for your event there will be additional staff fees.
- 4. **Supervision of Children:** Persons under the age of 18 years authorized to be in a park facility must always be accompanied by an adult. The ratio of minors to adults shall be no less than one adult for every eight minors.
- 5. **Porter Service:** Events with heavy attendance may require Porter Service during the event hours. This decision is up to the DSRP manager's discretion.
- 6. Facility Rental Period: Full Day (12 hours), Half Day (6 hours) dependent on space. This must include set-up and breakdown times need-
- 7. ed. Per hour rates are available to Full and Half day rentals. If the premises are not vacated within the 1-hour clean up time, a per hour charge will be incurred. This 1-hour clean up time counts towards the 12 hour or 6-hour rental timeframe.
- 8. **No Sublease**: No subleasing of any area of the Dripping Springs Ranch Park Event Center or Outdoor Arena Complex is allowed, excluding vendors or participants related to your event.
- 9. Event Scheduling: Bookings may be made up to twenty four (24) months in advance of the proposed event. Please contact the DSRP Manager for information and booking of the facilities. Reservations for the Outdoor Arena may be rescheduled or refunded due to weather conditions at the discretion of the City. Recurring events have the option to book multiple years in advance. DSRP retains the right to refuse to book an event of a competing or similar nature within 45 days of an event already booked.
- 10. Events with Amplified Sound: Must end at midnight and are restricted to 65 decibels or less. One hour will begiven to clean up and exit after the event, but the music must end at midnight.
- 11. Payment: A \$250 non-refundable deposit that credits toward your rental fees is due to reserve any dates. The remaining fees are due sixty (60) days prior to your event. The estimated charges are determined using the rental form that is completed prior to securing a confirmed date. If additional items/staff charge/amenities or facilities are added or deleted later, additional fees or refunds may apply. Events that are cancelled more than sixty (60) days prior to the first day/date of the scheduled event will receive a refund minus the \$250.00 deposit. Events cancelled between thirty (30) and sixty (60) days prior to the first day/date of the scheduled event will receive a fifty (50%) percent refund. Events cancelled less than thirty (30) days prior to the first scheduled day/date of the event will receive NO refund. A \$25.00 NSF fee will be assessed for all returned checks.



- 12. Damage Deposit: A \$500 refundable payment must be placed on file as a security deposit. To avoid charges, Licensee agrees to leave the premises in as good or better condition than which it existed prior to their usage, as reasonably determined by the DSRP Manager. All trash must be disposed of properly. A City representative will conduct a walk-through of the premises with the Licensee prior to the event to ensure that all facilities are in working order. An authorized City representative shall complete a walk-through with the Lessee following the event to determine and notify the Licensee of any damages and/or charges. Any damage repair incurred by the City will be charged to the Licensee at actual cost plus a 15% administrative fee.
- 13. Insurance: Event Licensee and any alcoholic beverage vendor must each provide a copy of its certificate of liability insurance, with a separate endorsement listing the City as an additional insured, in the amount of \$1,000,000.00, insuring against any and all claims for personal injury, death, and property damage relating to the event and the Dripping Springs Ranch Park Event Center an Outdoor Arena.
- 14. Indemnification: CITY SHALL NOT BE LIABLE TO LICENSEE OR LICENSEE'S EMPLOYEES, AGENTS OR INVITEES, OR TO ANY OTHER PERSON OR ENTITY, FOR ANY INJURY TO PERSON OR PROPERTY ON OR ABOUT THE DSRP EVENT CENTER AND OUTDOOR ARENA CAUSED BY THEN NEGLIGENCE OR MISCONDUCT OF LICENSEE, ITS EMPLOYEES, OR AGENTS. LICENSEE SHALL INDEMNIFY AND HOLD THE CITY, CITY'S AGENTS, EMPLOYEES, AND VOLUNTEERS HARMLESS FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE LICENSEE'S RENTAL OF THE FACILITIES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY AND LOST OR DAMAGED PROPERTY.
- 15. Alcoholic Beverages: No sale or provision of alcoholic beverages will be allowed at the DSRP Event Center and Outdoor Arena without the prior written approval of the City. Licensee and/or vendors selling alcoholic beverages must be a holder of a current/valid Texas Alcoholic Bever- age Commission ("TABC") license and must provide the City a copy of said TABC license/permit a minimum of two (2) business days prior to the event. The City requires security for all events serving alcohol. No alcoholic beverages permitted on or around the DSRP Event Center and Outdoor Arena unless: (a) purchased onsite from approved vendor possessing appropriate licensing from TABC, or (b) provided free of charge by a Licensee to invited guests at a private function without admission fee. Events with alcohol must cease alcohol consumption two hours prior to the event.
- 16. Security and Emergency Medical Services ("EMS"): Licensee shall be solely responsible for providing a reasonable number of Security and EMS personnel, at the City's discretion, before, during, and after the event to help maintain order, to regulate traffic control, and/or to provide any other security/safety functions that the City determines to be necessary. Licensee shall be responsible for the actions and safety of Licensee's guests, or anyone on or around the DSRP Event Center and Outdoor Arena premises in connection with the event. The Licensee must obtain City approval of Licensee's plan for security and safety at least three (3) business days before the first day/date of the event. Security and/or Law Enforcement must be present prior to the beginning of the event and must remain until all crowds and traffic are dispersed and evacuated. See below for guidelines-final plan must be approved by Staff. Events with up to 250 attendees at which alcohol is served must have one licensed security personnel. Events with 250- 500 attendees require 2 licensed security personnel. Attendance of over 500 people requires 3 licensed security personnel. Other events may be required to have security, even if no alcohol is served or consumed, depending on attendance and type of event at the discretion of the DSRP Manager.
- 17. **Release of Liability Waivers**: The Licensee is responsible for copying waivers and obtaining signatures from each participant prior to participation in an event that, in the DSRP Manager's determination, involves an enhanced risk of physical injury. Signed waivers must be returned to DSRP Staff no later than seven (7) business days after an event is completed. A copy of the City's waiver may be obtained from DSRP or on the Ranch Park's website.
- 18. **Special Event Food Vendors**: Special events that will have food vendors must obtain a Special Events Food Vendor permit from the City of Dripping Springs. Please contact the City of Dripping Springs Environmental Health Inspector for more information.



- 19. Overnight RV Camping: Overnight RV camping is permitted. Refer to the Fee Schedule for pricing. The Licensee is responsible for all RV camping fees incurred during a rental event period and must either collect RV Fees from each camping user for remittance to the City or obtain confirmation that the camping user has paid the City directly. There is a Dump Station on the property available for use with paid RV Fee. There is no discharge of grey water on the property and spills at the Dump Station will be the responsibility of the Licensee and RV owner.
- 20. **Overnight Primitive Camping**: Overnight primitive camping is permitted. Refer to the Fee Schedule for pricing. The Licensee is responsible for all primitive camping fees incurred during a rental period and must either collect such fees from each camping user for remittance to the City or obtain confirmation that the camping user has paid the City directly. Please note that the Park does not have electrical hook-ups for campers.
- 21. **Toilets:** The Event Center houses sixteen women's toilets, nine men's toilets and three urinals. The new addition houses eight women's toilets, five men's toilets and three urinals. There is one portable toilet available for the Outdoor Arena. In cases where the existing restroom facilities will be inadequate, the Licensee is responsible for renting additional toilets. <u>Please see guidelines. DSRP</u> does not guarantee that toilet facilities will be available in working order without interruption.
- 22. Parking: Parking at DSRP event center is free to Licensee and its participants. The city may choose to charge for parking at other hosted events. If your event attendance is expected to exceed 500 attendees, Licensee will be required to submit a parking plan to DSRP management no later than 30 days prior to event. For all rentals, the DSRP Manager may require parking plans and/or parking lot attendants or may impose parking requirements may be required.
- 23. Equipment: Licensee must remove show production equipment from the arena or other fields before the end of rental period. All City equipment such as orange cones or other equipment provided by the city must be returned to original placement following use. All rentable equipment is noted on the Rate Schedule. DSRP can arrange for additional equipment or services through outside sources at rates to be quoted upon request.
- 24. Coggins Lab Accession Log: Licensee is required to comply with the Texas Animal Health Control ("TAHC") regulations. Current negative Coggins Lab Accessions are required for all horses on DSRP property.
- 25. **General Park Rules:** General Park rules for the City apply at the DSRP Event Center and Outdoor Arena. If you have questions about other general park rules, please refer to the Parks link on the City of Dripping Springs website at www.cityofdrippingsprings.com or contact the Parks & Community Services Director at 512-894-2400.
- 26. No signs or banners shall be placed outside or on the exterior of the DSRP Event Center and Outdoor Arena without the consent of the DSRP Manager. No signs or banners shall be placed over an existing banner or exit sign. Licensee must comply with the City's Sign Ordinance. The use of the City of DSRP logos is subject to the City's Logo and Seal Ordinance. The Licensee must remove all event-related items (e.g. banners, signs, decorations, etc.) by the end of the event. DSRP will not be responsible for any items left behind and the cost of disposing of abandoned items must be reimbursed by the Licensee.
- 27. No smoking on or around the DSRP Event Center and Outdoor Arena.
- 28. **Dogs must always be on leash** on or around the DSRP Event Center and Outdoor Arena. Owners must pick up dogs or may be asked to leave the premises.
- 29. **Special Needs**: If you find that your event requires services or has needs not addressed in this document or rental forms, please contact the DSRP Manager to discuss.
- 30. Planning Setups (Floor Plans): DSRP staff will assist with arrangements for set up of your event. This assistance includes helping you
- 31. plan the floor plans and layout for your event.
- 32. DSRP has Wi-Fi internet available. A password is required for access. Some additional charges may apply.
- 33. Please keep DSRP staff informed of any deliveries for your event. DSRP cannot accept responsibility for liability or loss. Licensees must arrange for security for items shipped in advance. DSRP does not arrange return shipping, this is the Licensees responsibility.
- 34. DSRP will provide trashcans and liners for events. Licensees is responsible for utilizing these cans during events. The custodial fee covers staff changing out trash throughout your event. All bulk trash items must be removed by Licensees. If not removed and disposed of an additional clean up fee may be assessed.
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DRIPPING SPRINGS RANCH PARK **MANAGER REPORT** JANUARY 2025 **Happy New Year!**



January Highlights:

- Our final day of Western Wonderland was on January 5th, 2025
- The first week of January held a 4H Point Show and the 2025 Tx Jr Roller Derby National Winter Games. TxJRD has hosted smaller shows with us but this was our first National size event and it was a great success! We see them again on February 8th for a practice
- The second weekend of January hosted the HCLE Horse Show and Big Tex Gun Show
- We hosted our Parks Master Plan meeting on January 16th. This meeting had great turnout and we are excited to see the feedback coming in via email and through the survey
- The end of January was all things HCLE! January 18th 26th held the Hays County Livestock Expo Buyer's Gala, Livestock Show, and Auction. This year had an elongated schedule and even with a snow day on the 21st, HCLE had a great turnout and a successful show! We love having a full facility.

Item 5.

HIGHLIGHTS AND PREVIEWS



Christmas Trees at Ranch Park Event Center! Take Your Tree to Ranch Park Event Center 1042 Event Center Drive

Drop off December 27 - January 15 | 9AM - 9PM



Coming Soon in February

Programs

• Youth: Nature Rangers After-School, Arrow Wranglers

Events

 Hunter's Heritage Banquet, Texas Arena League Polo Tournament, Fancy Feathers, TX Jr Roller Derby, TX Special Olympics Opening Ceremonies, Wild Game Dinner, 4H Point Show, Happy Trails Trail Race, NADAC Dog Agility Trials