

**ARTS PROJECT GRANT AGREEMENT  
BETWEEN CITY OF LEWISVILLE AND  
GREATER LEWISVILLE ARTS ALLIANCE**

The **CITY OF LEWISVILLE**, a Texas home rule municipal corporation ("City"), and **Greater Lewisville Arts Alliance**, non-profit corporation, acting herein through its duly authorized representative ("Recipient") (collectively, the "Parties"), enter into this Arts Project Grant Agreement ("Agreement") for the purposes set out herein.

**WHEREAS**, the Arts Advisory Board on December 16, 2025 recommended that the City Council approve grant funding in a sum not to exceed \$6,000.00 for the purposes outlined in the Application (hereinafter defined) for the "**America250 Anniversary Celebration**" (the "Event"), attached as Exhibit A (the "Application"); and

**WHEREAS**, the City Council finds that the expenditure of public funds to Recipient for the Funded Activities (hereinafter defined) associated with the Event is in the best interest of the residents and the City of Lewisville; and

**WHEREAS**, the City Council finds that expending public funds for the purpose stated above is a valid public purpose and in compliance with Chapter 351 of the Texas Tax Code; and

**WHEREAS**, Recipient has established itself as having the ability to perform such activities; and

**WHEREAS**, the City Council wishes to provide a grant to the Recipient for the purposes as set forth herein.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**ARTICLE I  
TERM**

The term of this Agreement is from the date of execution by both Parties ("Effective Date") through May 30, 2026 ("Term"). The expiration of the Term shall not extinguish Recipient's

responsibility to complete any unfulfilled requirements of this Agreement. The Term may be extended prior to its expiration by the City Manager, in her sole and absolute discretion, or her designee, though in no case shall the Term be extended beyond September 30, 2026.

## **ARTICLE II DEFINITIONS**

2.1 Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

**"Agreement"** has the meaning set forth in the introductory paragraphs of this Agreement.

**"Application"** shall mean the Arts Grant Application, attached hereto as Exhibit A.

**"Arts Center Manager "** shall mean the Arts Center Manager for the City of Lewisville.

**"City"** has the meaning set forth in the introductory paragraphs of this Agreement.

**"Effective Date"** shall have the meaning given in Article I of this Agreement.

**"Event"** has the meaning set forth in the recitals of this Agreement.

**"Executive Board"** shall mean the governing body of Recipient, as set out in its bylaws.

**"Executive Director"** shall mean an individual, paid or unpaid, who acts as the senior operating officer or manager of Recipient.

**"Funded Activities"** shall have the meaning given in Section 3.1 of this Agreement.

**"Grant Funds"** shall have the meaning given in Section 3.1 of this Agreement.

**"Line Item Budget"** and **"Revised Line Item Budget"** shall have the meanings set forth in Section 5.1 of this Agreement.

**"Recipient"** has the meaning set forth in the introductory paragraphs of this Agreement.

**"Term"** shall have the meaning given in Article I of this Agreement.

## **ARTICLE III GENERAL PROVISIONS**

3.1 Subject to the terms and conditions of this Agreement, the City hereby grants funds to Recipient in an amount not to exceed \$6,000.00 ("Grant Funds") for use to support the Event

activities outlined in the Application and any approved revisions thereto ("Funded Activities"). Recipient accepts responsibility for ensuring that City Grant Funds are used only for Funded Activities and agrees to comply with the terms of this Agreement.

#### **ARTICLE IV ARTS FUNDING GRANT**

4.1 Grant. The City shall disburse Grant Funds to Recipient in a single payment on or before April 16, 2026. No Grant Funds may be used for expenses incurred after the end of the Term.

4.2 Availability of Funds. Grant Funds are made available from the City's hotel occupancy tax revenue. Should funding not be available, the City Manager or her designee shall notify the Recipient and the Parties shall either agree to amend this Agreement or this Agreement shall terminate. In the event of such termination, the City will not be considered to be in default or breach under this Agreement, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

4.3 Unexpended Grant Funds. Grant Funds received by the Recipient which remain unexpended after the expiration of the Term shall revert and be returned to the City within ten (10) days of such expiration date, unless the remaining Grant Funds are obligated for payment within thirty (30) days of such expiration date by written agreement for a Funded Activity.

#### **ARTICLE V AGREEMENT CONDITIONS**

5.1 Use of Funds as Budgeted. Recipient shall use Grant Funds only for the purpose of Funded Activities in accordance with the line-item budget included in the Application (the "Line-Item Budget"). In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of Grant Funds awarded by the City, Recipient shall submit a revised Line Item Budget ("Revised Line Item Budget") on a form provided by the City within ten (10) days of the Effective Date, signed by two (2) members of the Recipient's Executive Board or one (1) Executive Board member and the Executive Director. This Revised Line Item Budget shall be substituted for the original Line Item Budget in the Application. If a Revised Line Item

Budget is required, no Grant Funds shall be disbursed to Recipient under this Agreement until it is submitted and accepted by the Arts Center Manager or her designee.

- a. All major elements of the Event will be held outdoors and therefore are subject to cancellation in the event of inclement weather. If portions of the Funded Activities are cancelled due to weather, any unexpended Grant Funds as reflected in the final financial report described below are to be returned to the City simultaneously with submission of the final financial report. If the Recipient obtains, at its own expense, insurance for the Event and receives a reimbursement after the Event through said policy for inclement weather, any reimbursed expenses that originally were paid using City grant funds shall be returned to the City.

#### 5.2 Required Reporting.

- a. Recipient shall submit an Event report to the City regarding the expenditure of the Grant Funds on the Funded Activities. Within thirty (30) days after the completion of the Event, Recipient agrees to provide the following to the Arts Center Manager:

1. Financial statements sufficiently describing the expenditure of Grant Funds to be compared against the Line-Item Budget or Revised Line Item Budget;
2. Copies of all receipts for all expenses related to the Funded Activities;
3. A description of goals of the Arts Grant as set forth in the Recipient's application which were achieved and/or progress on such goals; and
4. Zip code tracking report for the Event.

- b. Incomplete reports will be rejected and considered not submitted. **For clarity, failure to submit required reporting timely is considered a breach of this Agreement by Recipient or, should such failure occur following the end of the Term, it is considered a failure by Recipient to meet all unfulfilled responsibilities of this Agreement.**

5.3 Application Amendment. In the event that the Recipient wishes to amend its Application at any point after submittal to the City, the process shall be as follows:

- a. Any request to move Grant Funds from one line item to another within the Line Item Budget or Revised Line Item Budget must be submitted in writing and executed by an

authorized representative of the Recipient and submitted to the Arts Center Manager for review. If the Arts Center Manager finds that the request will not decrease the money spent on a particular budget category to less than eighty percent (80%) of the original expenses budgeted, the Arts Center Manager has the final authority to approve or deny a request made under this subsection.

b. A request to amend the list of approved Funded Activities or a request which the Arts Center Manager finds would decrease the money spent on a particular budget category in the Line Item Budget or Revised Line Item Budget, as applicable, to less than eighty percent (80%) of the original expenses budgeted requires a written amendment to the Line Item Budget or Revised Line Item Budget, as applicable, approved by the Executive Board, as evidenced in that body's official minutes. The amended Line-Item Budget or Revised Line-Item Budget shall be reviewed by the Arts Advisory Board which shall recommend or deny approval, and record such in its official minutes. If approved by the Arts Advisory Board, the request shall be reviewed by the City Manager or her designee, who shall have the final authority to approve or deny a request under this subsection.

c. Approval Required. No Grant Funds may be expended in a manner not approved in the Application prior to approval as required by this section. Should the Recipient fail to receive such approval through an amendment as set forth herein prior to expenditure of Grant Funds, the City shall notify the Recipient in writing of such failure, and Recipient shall refund such Grant Funds to the City within ten (10) days of receipt of such notice.

5.4 Access to Recipient Records. All of Recipient's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after City's inspection request. An independent audit of Recipient's financial records, paid for by Recipient, shall be furnished to the City upon request.

5.5 Facility and Event Inspection. The Recipient agrees to on-site inspection of its facilities and/or programs by the City.

5.6 Contract and Agreement Review. The City has the right to review any and all of Recipient's agreements or contracts for the Funded Activities and require the modification, addition,

or deletion of terms and conditions therein prior to execution as it deems necessary to protect the City's interests.

5.7 Non-Profit Corporation Status. For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Recipient agrees to provide a sworn statement attesting to the fact that the status of the Recipient is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.

## **ARTICLE VI TERMINATION**

6.1 This Agreement may be terminated upon any one of the following:

- a. Expiration of the Term;
- b. By City, in the event Recipient breaches any of the terms or conditions of this Agreement, whether in whole or in part, notwithstanding any other provision of this Agreement; or
- c. By either party upon thirty (30) days written notice to the non-terminating party.

6.2 In the event the Agreement is terminated by the City pursuant to Section (b), the City shall provide written notice to Recipient, and Recipient shall return all Grant Funds disbursed to the date of termination to the City within ten (10) days of the termination. Recipient shall be solely responsible for any expenditure of Grant Funds in a manner contrary to this Agreement, and termination under Section (b) for such expenditure may also result in disqualification of Recipient from future participation in any grant programs offered or sponsored by or through the City.

6.3 In the event the Agreement is terminated by either party pursuant to Section (c), Recipient may use Grant Funds only for costs incurred before the notice of termination but must return to the City the unused balance of any Grant Funds disbursed to the Recipient within ten (10) days of termination.

6.4 In the event that Recipient fails to complete any unfulfilled requirement of this Agreement following the expiration of the Term, the Recipient must, upon written notice of such failure by the City, return all Grant Funds disbursed under this Agreement to the City within ten (10) days of notification of such failure.

## ARTICLE VII MISCELLANEOUS

7.1 Entire Agreement; Conflict Between Terms. This Agreement and its attachments constitute the entire agreement between the parties. The Parties may only modify, amend, or supplement this Agreement as set forth herein or through a written instrument executed by an authorized representative of both Parties. This Agreement consists of: this Agreement; the Application (**Exhibit A**); Revised Budget Category Itemization for Approved Expenditures, if applicable (**Exhibit B**); and the City's Insurance Requirements (**Exhibit C**). The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

7.2 Authority. The undersigned for the Recipient represents and warrants that he or she is the duly authorized representative of the Recipient, and that the Executive Board of the Recipient has approved and accepted this Agreement by resolution. Recipient at all times shall maintain a copy of the Board resolution for submission to City upon request. This Agreement does not become or binding on the City of Lewisville until both the Recipient and the City Manager or her designee have executed it.

7.3 Successors and Assigns. This Agreement is binding upon the successors, heirs, personal representatives, and assigns of all parties hereto. Recipient may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Manager or her designee.

7.4 No Relationship Created. Recipient asserts and agrees that Recipient is an independent funding recipient and not an officer, agent, servant or employee of the City. Recipient has exclusive control over the details of the Event and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Recipient, its officers, agents, employees, contractors, subcontractors and consultants. Further, this Agreement does not create a partnership or joint enterprise between City and Recipient.

7.5 Insurance Required. At its own expense, Recipient agrees to provide liability insurance coverage in the type and amounts as shown in Exhibit "C" for the event date as scheduled or any rescheduled event date should that occur. Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Recipient's employees, volunteers, vendors, contractors, or subcontractors. Recipient must provide proof of this insurance to the Arts Center Manager within ten (10) days of execution of this Agreement and maintain a current copy of the certificate(s) and proof of current insurance with the City throughout the entire term of this Agreement. A properly executed certificate of insurance issued by Recipient's insurance agency is sufficient proof of insurance.

7.6 Conflicts of Interest. The Recipient acknowledges and represents that it is aware of and shall comply with all federal, state and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City. The existence of a prohibited interest at any time will render this Agreement voidable.

7.7 Notice. Any notice, reports or documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

<u>City</u>	<u>Recipient</u>
Arts Center Manager City of Lewisville P.O. Box 299002 Lewisville, TX 75029-9002 (972) 219-8478 dhelbing@cityoflewisville.com	Greater Lewisville Arts Alliance 100 N. Charles St. Lewisville, TX 75057 Chairwoman: Diana McMillin Phone: littlemac8@verizon.net

7.8 Paragraph Headings. The paragraph headings contained herein are for convenience only and do not define or limit the scope of any provisions in this Agreement.

7.9 Interpretation of Agreement. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

7.10 Venue. The parties agree that the laws of the State of Texas govern this Agreement, and that venue for any litigation arising from this Agreement shall be in Denton County, Texas.

**7.11 RELEASE, DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS.**

**THE RECIPIENT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY RECIPIENT'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OF THIS AGREEMENT OR BY RECIPIENT'S PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR SUBJECT MATTER CALLED FOR IN THE AGREEMENT OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY RECIPIENT, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE SERVICES FUNDED BY THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE RECIPIENT AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE RECIPIENT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**7.12 Severability.** In case any one or more of the provisions contained in this Agreement

shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.13 Waiver. The City's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

7.14 Governmental Immunity. Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.

7.15 Compliance with Law. Recipient and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Lewisville.

7.16 Immigration Reform and Control Act (8. U.S.C. 1324a). The City supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. Recipient shall at all times during the term of the Agreement comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. Recipient also warrants that it has not had an IRCA violation within the last five (5) years. The City may terminate this Agreement if the City determines that (a) Recipient or its agents have been untruthful regarding IRCA violations in the preceding five (5) years or (b) Recipient failed to timely notify the City of an IRCA violation.

7.17 ADA Compliance. All goods and services provided pursuant to this Agreement must comply with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Recipient will be required to certify compliance, if required under the law or otherwise required by the City.

7.18 Protection of Resident Workers. The City actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to

work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Recipient shall establish appropriate procedures and controls so no services under this Agreement will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Recipient's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the City's expense.

7.19 Non-Discrimination. Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.

7.18 Political Activity. None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Lewisville, or any other political body.

7.19 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

7.20 Closure. By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE 20<sup>th</sup> DAY OF March, 2026.**

Greater Lewisville Arts Alliance

BY: Diana F. McMillin

Name: Diana F. McMillin

Title: Chairman

CITY OF LEWISVILLE, TEXAS

**Approved by the Lewisville City Council**

BY: \_\_\_\_\_

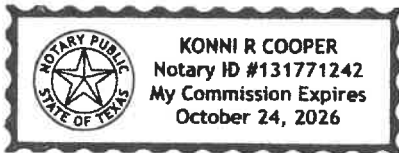
Claire Powell  
City Manager

**ACKNOWLEDGMENTS**

STATE OF TEXAS )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the 20<sup>th</sup> day of March, 2026 by Diana McMillin of **Greater Lewisville Arts Alliance**, a non-profit corporation, on behalf of said corporation.



Konni R. Cooper  
Notary Public in and for the  
State of Texas

STATE OF TEXAS )

COUNTY OF DENTON )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **Claire Powell, City Manager** of the **CITY OF LEWISVILLE, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**EXHIBIT A**  
**COMPLETED ART PROJECT GRANT**  
**APPLICATION**

**EXHIBIT B**

**Revised Budget Approved Expenditures (If applicable)**

## EXHIBIT C

### INSURANCE REQUIREMENTS LESSEES (NO AUTO RISKS) AND SPECIAL EVENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

#### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. ~~Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance.~~ Workers' Compensation insurance is only required if Lessee has paid staff on site.

#### B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage.
2. Workers' Compensation and Employers Liability: Workers' Compensation Statutory Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City.

#### D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability
  - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with

proof of insurance. The coverage shall include defense of claims against the City as additional insured.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- d. Lessee's insurance shall be primary and non-contributory as respects to the City, its officers, officials, employees or volunteers.

**2. Waiver of Subrogation – All Coverages**

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

**3. Notice of Cancellation**

Each insurance policy required by this exhibit shall be endorsed to state the coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, or ten (10) days prior written notice for non-payment of premium.

**E. ACCEPTABILITY OF INSURERS**

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Poors.

**F. VERIFICATION OF COVERAGE**

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. The certificates are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. FOOD AND/OR LIQUOR COVERAGE**

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required.

## **H. SPECIAL EVENTS**

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

## **I. HOLD HARMLESS AND INDEMNIFICATION**

THE LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY LESSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, LESSEE, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE LESSEE AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE LESSEE'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

