



EVENT SERVICES AGREEMENT

This Agreement is made by and between the City of Lewisville, Texas (the “City”) and Lewisville Saddle Club (the “Club”) regarding the **Labor Day Rodeo** (the “Event”), which will be held at Lewisville Rodeo Arena on August 31-September 2, 2018, and provides the following terms and conditions:

A. Lewisville Saddle Club agrees to:

1. Hold the Event on the above dates, said Event to consist of three days of rodeo competition including bareback bronc riding, saddle bronc riding, breakaway roping, calf roping, team roping, barrel racing, and bull riding.
2. Retain a professional stock handling company and ensure the company complies with all applicable federal, state, and local legal requirements, and best practices related to animal handling and animal welfare.
3. Use reasonable means to advertise the Event to potential competitors and to recruit competitors for the Event.
4. Award in a timely manner any cash or material compensation or prizes promised to rodeo competitors.
5. Arrange for on-site food and beverage service during the Event, in the form of food trucks or tented food vendors.
6. Pay in a timely manner all bills and invoices submitted by third-party contractors to the Club in connection with the Event.
7. Obey local, state and federal laws, ordinances, orders, and rules and regulations applicable to the Event; and abide by all terms of the Rodeo Arena Rental Agreement.
8. Refer to the Event location in all marketing materials as the “Lewisville Rodeo Arena” or “Lewisville, Texas” or some pre-approved combination of those names.
9. To the extent possible, take reasonable steps to use Lewisville merchants when making purchases or hiring services related to conducting the Event.
10. Assist with distribution and collection of surveys as provided by the City to develop an economic impact report at the Labor Day Rodeo and return completed surveys to the City within 30 days of the Event.

11. Participate in City events by providing at least ten (10) riders and horses for the Holiday at the Hall parade, Western Days Cattle Drive Parade, or other parade(s), weather permitting, as directed by the City. The number of parades per calendar year shall not exceed two. Western Days event activities may include horse riding demonstrations or other related activities, if agreed to by both parties.

B. The City agrees to:

1. Waive any special event fees that otherwise would be associated with producing the Event.
2. Promote the Event through currently available outlets including, but not limited to, electronic newsletter, City cable channel, City online outlets, digital billboards, Old Town posters, and media releases. This will be done at no cost to the Club, with all marketing-related decisions being made at the sole discretion of the City.
3. Abide by all terms of the Rodeo Arena Rental Agreement.

C. **COMPENSATION AND EXPENSES.** The City had paid the Club a Marketing Fee of \$10,000 to be used in connection with the Event. No other compensation will be paid by either party under the Agreement.

D. **SPONSORS.** Lewisville Saddle Club is authorized to solicit, and accept payment from, sponsors for the Event according to the following terms:

1. Sponsors shall be suitable for the theme and audience of the Event. All reasonable efforts will be made to exclude potential sponsors that might negatively impact the reputation or public perception of the City.
2. The City retains all rights to ongoing sponsorships of Lewisville Rodeo Arena or facilities contained within the premises. The Club shall not recruit sponsors for the Event that conflict with said ongoing sponsors without written approval in advance from the City.
3. If the City is approached by a potential sponsor for the Event, the City shall refer the potential sponsor to the Club and allow the Club to handle all negotiations and agreements.
4. The Club shall retain all payments received from Event sponsors.

E. **TERM.** The term of this Agreement will be from Effective Date to September 30, 2018, and will include all services needed to conduct and review the Event being held on August 31-September 2, 2018.

It is understood by both parties that this Agreement is for the Event in 2018 only and creates no future obligation.

F. **INSURANCE.** The Club agrees to maintain insurance throughout the term of this Agreement as set forth in the Rodeo Arena Rental Agreement.

IV. **INDEMNIFICATION: THE CLUB 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 CLUB'S BREACH OF ANY OF THESE TERMS AND CONDITIONS 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 CLUB, 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 CLUB 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 CLUB'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.

- H. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
- I. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- J. **PROTECTION OF RESIDENT WORKERS.** The City of Lewisville 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 Club shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit the Club's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
- K. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Club shall

submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Club shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Club and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Club if the City determines that (a) the Club or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Club fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Club or its Subcontractors fail to timely notify the City of an IRCA violation.

- L. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. The Club will be required to certify compliance, if applicable.
- M. **SUCCESSORS AND ASSIGNS.** The City and the Club each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Club shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Club.
- N. **DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

- O. **TEXAS GOVERNMENT CODE CHAPTER 2270.** Pursuant to Texas Government Code Chapter 2270, Contractor affirms that execution of this Agreement serves as written verification that Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement.
- P. **TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Contractor affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
- Q. **CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

ACCEPTED AND AGREED:

City of Lewisville

Lewisville Saddle Club

By: _____

By: _____

Date: _____

Date: _____