

FARMERS BRANCH BLUEGRASS FESTIVAL SPONSORSHIP AGREEMENT

This Sponsorship Agreement (this “Agreement”), effective as of the last date of signature hereof (“Effective Date”) is made by and between the City of Farmers Branch, Texas (“City” or “City”) and the Bluegrass Heritage Foundation (“BHF”), acting by and through their authorized representatives.

WHEREAS, City desires to facilitate BHF’s creation of a new, high-profile bluegrass festival to replace the annual Bloomin’ Bluegrass Festival beginning in 2025, which will be known as the “Farmers Branch Bluegrass Festival” (herein, the “Festival”); and

WHEREAS, the parties agree the Festival will be hosted in a suitable venue within the City of Farmers Branch, and BHF will bring nationally recognized award-winning bluegrass artists and Grand Ole Opry stars to the City to promote tourism and investment in the local community by attracting Festival attendees, increasing hotel occupancy, and generating retail and restaurant revenue for the benefit of the City; and

WHEREAS, the purpose of this Agreement is to set for the terms of the City’s sponsorship of the Festival as the ‘title sponsor’, and to grant certain other sponsorship rights for the Festival under the terms and conditions outlined in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term; Termination; Default.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect through September 30, 2027 (“Expiration Date”), unless earlier terminated pursuant to the termination provisions in this Agreement.

(b) Either party may terminate this Agreement prior to each annual Festival, regardless of reason and without penalty, by giving written notice to the other party prior to December 1st of the calendar year preceding the Festival. In the event City terminates this Agreement after December 1st of the calendar year preceding the annual Festival, City will remain obligated to pay the Sponsorship Fee (defined herein) for the Festival immediately following such termination and will remain the sole title sponsor for the Festival. If BHF cancels the Festival after December 1st of the calendar year preceding an annual Festival for any reason other than due to a Force Majeure Event, this Agreement shall immediately terminate and BHF will not be entitled to any portion of the Sponsorship Fee and will refund City any portion of the Sponsorship Fee previously paid by City to BHF for such Festival.

(c) Either party may terminate this Agreement upon written notice if the other party is in default of this Agreement, subject to the defaulting party’s right to cure in conformance with the terms of this section. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within thirty (30) days’ written notice of default by the other party.

2. Sponsorship Fee.

(a) City will pay to BHF an annual sponsorship fee in the amount of \$50,000.00 for each Festival on or before March 1st each year (the “Sponsorship Fee”). City will pay the Sponsorship Fee for each Festival occurring in 2025, 2026, and 2027. In consideration for the

Sponsorship Fee, City shall have exclusive naming rights for each Festival, which shall be titled the “Farmers Branch Bluegrass Festival”, unless otherwise agreed by the parties in writing.

(b) As additional consideration for the Sponsorship Fee, BHF shall provide the rights and benefits identified in **Exhibit A**, attached hereto. If BHF is unable to provide any such rights or benefits, the parties shall negotiate in good faith to identify substitute rights or benefits of comparable value acceptable to City or, if no reasonable substitutes are available, agree upon a fair and reasonable reduction in or refund of the Sponsorship Fee.

(c) The parties agree that BHF may enter into other sponsorship agreements that do not conflict with the rights granted to City by this Agreement and may receive other sponsorship fees in connection the Festival (all of which will be the sole and exclusive property of BHF).

3. Festival Costs and Expenses. BHF shall be solely responsible for all costs and expenses related to the Festival, including all costs associated with organizing, producing, and conducting each Festival.

3. Trademarks; Festival Promotion.

(a) The City’s logo, trademarks, service marks, designs, identifications, decals, artwork and other symbols and devises relating to City (“City Marks”) are the property of the City; provided, however, City does grant to BHF a non-exclusive, royalty-free license to use City Marks for the purpose of advertising and promoting the Festival. The City Marks shall remain the property of the City.

(b) BHF’s logo, trademarks, service marks, designs, identifications, decals, artwork, and other symbols and devises relating to BHF (“BHF Marks”) are the property of BHF; provided, however, BHF does grant to City a non-exclusive, royalty-free license to use BHF Marks for the purpose of advertising and promoting the Festival. The BHF Marks shall remain the property of the BHF. BHF may promote and advertise the Festival through all channels, including radio, print and all social channels, ad placements.

4. Signage. All signage and advertisements of BHF shall be in compliance with generally accepted community standards of good taste, as determined in City’s reasonable discretion. All signage and advertisements shall depict City in a positive manner and light. BHF signage shall be displayed during all events related to the Festival which are open to the public. City may install and display promotional signage with BHF’s consent, which will be promptly given and not be unreasonably withheld or denied, and may otherwise promote the Festival in any matter deemed appropriate by City, including promoting and providing the Festival on the City’s website.

5. Compliance with Rules. BHF shall comply with all applicable rules, laws, policies, guidelines, or other lawful directives of the City and/or owner applicable to the location of each Festival, including but not limited to state law and City requirements and policies regarding alcoholic beverage sales.

8. Indemnification. BHF SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF FARMERS BRANCH, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES, INVITEES, AND VOLUNTEERS (COLLECTIVELY “CITY INDEMNITEES”) FROM AND AGAINST ALL CLAIMS, LIABILITY, DAMAGES, COSTS, FINES, PENALTIES, EXPENSES, AND REASONABLE ATTORNEYS’ FEES INCURRED BY CITY INDEMNITEES, OR AMOUNTS PAID BY CITY IN ANY SETTLEMENT BASED ON A THIRD-PARTY CLAIM THAT RESULTS FROM (I) A VIOLATION BY BHF, IT’S OFFICERS, DIRECTORS,

EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES, VOLUNTEERS, OR INVITEES (COLLECTIVELY REFERRED TO IN THIS INDEMNIFICATION SECTION AS “BHF”) OF ANY APPLICABLE LAW AND/OR CITY ORDINANCE, REGULATION, POLICY, RULE, OR DIRECTIVE IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, (II) ANY ACT OR OMISSION OF BHF ARISING FROM OR RELATED TO BHF’S OPERATION OF THE FESTIVAL OR PERFORMANCE OF THIS AGREEMENT, AND/OR (III) ANY ACT OR OMISSION OF BHF THAT WOULD BE A BREACH OR VIOLATION OF THIS AGREEMENT. SUCH DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION INCLUDES CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF A CITY INDEMNITEE.

Indemnification Procedures. BHF shall promptly advise City in writing of any notice, claim or demand against a City Indemnitee or BHF related to or arising out of this Agreement and shall investigate and defend the same at BHF's sole cost and expense. Notwithstanding the foregoing, City shall have the right, at any time, to participate in the defense of such claim(s) with counsel of its own choosing. BHF shall not settle any claim that results in any liability or imposes any obligation on the City without the prior written consent of the City. If BHF fails to (i) timely respond to a notice of claim, or (ii) assume the defense of a claim, City shall have the right to defend the claim in such manner as it may deem appropriate, at the reasonable cost, expense, and risk of BHF, and BHF shall promptly reimburse City for all such costs and expenses.

9. Insurance

(a) BHF shall during the term hereof maintain in full force and effect the following insurance: a comprehensive general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands, or actions relating to the BHF’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage.

(b) All policies of insurance shall be endorsed to contain the following provisions: (i) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (ii) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (iii) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(c) 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.

(d) Certificates of insurance and policy endorsements evidencing the required insurance shall be submitted to the City prior to the commencement of each Festival.

10. Notices. All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or e-mail of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (i) upon receipt by the receiving party, and (ii) if the party giving the notice has complied with the requirements of this section.

11. No Partnership/Joint Venture. All actions, services, and commitments to be performed by BHF pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation, or other formal business association or organization of any kind between City and the BHF. The rights and obligations of the parties are only those set forth in this Agreement; City and BHF acknowledge that they are not a representative, employee, agent, or partner of the other party.

12. Preservation of Immunities. By entering into this Agreement, the City does not waive or relinquish any defenses or immunities, whether governmental, sovereign, qualified, or otherwise, and the parties agree that this Agreement is not a written contract for goods or services as contemplated by subchapter I, Chapter 271, Texas Local Government Code. It is understood and agreed by and between the parties that the parties are acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. There are no third-party beneficiaries to this Agreement.

13. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements, or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein.

14. Force Majeure. Except as otherwise provided in this Agreement, no delay, interruption, or diminution of the performance of this Agreement due to any cause beyond the control of BHF or City, including, without limitation, any war, fire, flood, public emergency, pandemic, act of terrorism, power blackout, war, state of national emergency, act of God, strike, venue facility damage or deterioration, work stoppage, picketing, or concerted action by any employee or any labor organization (a "Force Majeure Event"), shall constitute a ground for cancellation of this Agreement. If such an event causes a delay, interruption, or diminution in the performance of this Agreement by BHF, then the parties shall cooperate in good faith so that the rights and obligations of the parties hereunder may be fulfilled by rescheduling, substitutions, alternate performance, or similar means, if reasonably possible. Otherwise, in the event of such delay, interruption, or diminution, the term of this Agreement shall be extended for a period equal to the period of such a delay, interruption, or diminution. If the delay, interruption, or diminution of the performance of the benefits granted to City hereunder is not correctable by BHF within 180 days, City may terminate this Agreement without penalty by giving BHF written notice of termination at least 30 days in advance of the effective date of termination. Notwithstanding anything to the contrary, City agrees to timely pay the Sponsorship Fee according to the payment terms set forth herein regardless of the occurrence of any Force Majeure Event, and BHF agrees to grant a credit or pay a refund in the case of a Force Majeure Event in accordance with the terms of this Section.

15. Survival. Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement, shall survive termination.

16. Severability. In the event any section, subsection paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

17. Assignment. This Agreement may not be assigned by City without the express written consent of City. This Agreement shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, successors, and permitted assigns of the parties hereto; provided,

however, that this provision shall not be construed to allow an assignment which is otherwise specifically prohibited herein.

18. Choice of Law; Venue. This Agreement is performable in the City and shall be constructed and enforced in accordance with the laws of the State of Texas. The exclusive venue shall be in the state district courts of Dallas County, Texas.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

The parties have executed and delivered this Agreement as of the Effective Date.

For City:

For BHF:

CITY OF FARMERS BRANCH, TEXAS

BLUEGRASS HERITAGE FOUNDATION

By: _____
Benjamin Williamson
City Manager

By: _____
Alan W. Tompkins
President

Date: _____

Date: _____

Notice Address:

Notice Address:

City of Farmers Branch
Attn: City Manager
13000 William Dodson Parkway
Farmers Branch, Texas 75234
E: benjamin.williamson@farmersbranchtx.gov

Bluegrass Heritage Foundation
Attn: Alan W. Tompkins, President
2238 High Point Circle
Carrollton Texas 75007
E: _____

ATTEST:

Stacy Henderson, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney
[ww_9.24.2024.1]

EXHIBIT A SPONSORSHIP AGREEMENT BENEFITS

Sponsorship: BHF will create, produce, manage, and market a new bluegrass festival named the **Farmers Branch Bluegrass Festival** at a suitable venue within the City of Farmers Branch Texas, to be presented during 2025, 2026, and 2027, which event will be managed and presented by the Bluegrass Heritage Foundation.

Dates: **August 1- 3 2025**
 July 31 - Aug 2 2026 *(2026 dates subject to adjustment by BHF and hotel venue)*
 July 30 - Aug 1 2027 *(2027 dates subject to adjustment by BHF and hotel venue)*

Location: **DoubleTree by Hilton Dallas Near the Galleria**
 4099 Valley View Lane, Dallas, Texas 75244

Festival Publicity:

- * Year-round advertising of the Festival on ***BluegrassHeritage.org*** website
- * Year-round email promotion to approx. 5000 BHF email subscription list
- * Advertising campaigns on DFW-area radio, print media, and social media channels
- * Advertising on digital event calendars, community activity calendars, etc.
- * Thousands of flyers distributed to interest groups throughout the year
- * Ad placements in regional association newsletters by BHF from time to time
- * Additional advertising and promotional campaigns by BHF from time to time

City Benefits:

- * Exclusive Festival naming rights - branding as **Farmers Branch Bluegrass Festival**
- * Designation of City as Official/Naming Rights Sponsor of the Festival, with logo and prominent recognition in the official festival program
- * The mayor or designated city representative will be provided an opportunity to address the audience for introductions
- * VIP reserved-seat tickets (up to 12, by request) and artist meet-and-greet opportunities (by request at least 15 days in advance, subject to artist approval and scheduling)
- * Complimentary general admission passes for City staff, council, and guests (up to 20, by request, due to showroom seating limitations)
- * On-stage sponsor recognition for City throughout the Festival
- * On-site promotion and activation for City campaigns, if desired, by request
- * Right to use BHF name/logo in City promo material produced in connection with Festival