

the Vendor to provide and serve alcoholic beverages at the Event. Vendor covenants that the aforementioned license will be valid throughout the duration of the Event and will promptly inform the City in the event this license is suspended or terminated.

- b. Vendor is responsible for all operations for the service of alcoholic beverages during the Event. Operations include, but is not limited to, staffing, set up of service, management, and clean up of concessions after the Event.
- c. Vendor shall comply with all federal, state, and local laws, rules, regulations, and ordinances in the performance of this Agreement.
- d. Vendor will select and purchase all alcoholic beverages from a licensed authorized source of the Vendor's choice to be served during the Event.
- e. Vendor will cause all employees, contractors, or agents that will serve alcoholic beverages during the event to hold valid Texas Alcohol Beverage Commission licenses during the Event.
- f. Vendor is responsible for all necessary equipment to provide the services under this Agreement outside of the tenting, tables and electricity being provided by the City.
- g. Vendor is responsible for inspecting Event facilities prior to usage and shall maintain all Event facilities being used by the Vendor in a clean and safe condition and free of defects or hazardous conditions.
- h. Compensation:
 - i. All compensation paid to Vendor shall be the responsibility of the Entity.
- i. Insurance:
 - i. General Liability Insurance: The Vendor shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Vendor and Vendor's employees, agents, and assigns during the performance of this Agreement. The general aggregate shall be no less than \$1,000,000. The Vendor shall name the City as an additional insured, provide notice to the City of any coverage limit change, and provide the City with a certificate of insurance evidencing the above insurance seven days prior to the Event.
 - ii. Automobile Liability Insurance: Vendor shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence for any vehicles used in the performance of this Agreement. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Vendor or its employees.
 - iii. Subcontractor: In the case of any work sublet, the Vendor shall require subcontractor and independent contractors working under the direction of either the Vendor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Vendor.
 - iv. Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.
- j. Indemnity. Vendor agrees to indemnify, defend, and hold harmless the City, City Council members, officials, agents, employees, and volunteers from and against all claims,

damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from any negligent act, error, omission, intentional tort, willful misconduct, or breach of contract, including failure to pay employees, agents, subcontractors, or supplier, occurring during the performance of this Agreement, by the Vendor, Vendor's employees, Vendor's subcontractors, or any other party to which the Vendor may be legally liable to in connection with this Agreement. It is agreed and understood that the indemnification provided herein shall indefinitely survive any expiration, completion, or termination of this Agreement.

3. Choice of law. This Agreement is to be governed by and construed in accordance with the law of the State of Texas. Proper venue for any dispute or litigation shall be in Travis County, Texas.
4. To the extent permitted by law, no public official or employee shall be personally responsible for any liability arising as a result of this Agreement.
5. This Agreement represents the entire and integrated agreement between the City, the Entity and the Vendor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written agreement approved and executed all parties to this Agreement.
6. No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Agreement shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Agreement and is signed by the party to be bound thereby. This Agreement and the rights, obligations, and liabilities created herein, shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of each of the parties hereto, but no rights obligations, or liabilities herein shall be assignable or delegable by the Vendor without prior written consent of the City.
7. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have voluntarily executed this Agreement the ____ day of _____, 20__.

VENDOR:

By: _____

Name : _____

Title: _____

THE CITY OF SUNSET VALLEY, TEXAS
a Texas municipal corporation

By: _____

Name : _____

Title: _____

ENTITY:

By: _____

Name : _____

Title: _____

**EXHIBIT A
TABC LICENSE
[SEE ATTACHED]**