

**FACILITIES USE AGREEMENT BETWEEN  
THE CITY OF SEGUIN  
AND  
TEXAS LADIES STATE CHILI CHAMPIONSHIP**

**I.**

The City of Seguin, Texas hereinafter referred to as "City" and the Texas Ladies State Chili Championship hereinafter referred to as "Cook-off" enter into this Agreement governing the usage of Park Facilities, lights, and all other supportive items of public property owned by the City of Seguin, Texas.

The City does hereby grant to the Texas Ladies State Chili Championship the right and privilege to use the Pecan Bottom area in Max Starcke Park East, in Seguin, Texas for their Texas Ladies State Chili Championship ("the event"), held annually each Spring for a term of two (2) years from date hereof or until cancelled by either party by giving thirty (30) days written notice to the party at their respective official address.

**II.**

In consideration for such privilege herein granted by the City, the Cook-Off agrees to the following terms:

- A. The Cook-off will pay all fees and permits due for the use of the park facilities as outlined in Appendix C Fee Schedule, City of Seguin Code of Ordinances. Payment will be due thirty (30) days prior to the event.
- B. **THE COOK-OFF UNDERTAKES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, CITY'S OFFICIALS, EMPLOYEES, AND AGENTS, FROM ANY LIABILITY, COSTS OR DAMAGES (INCLUDING ATTORNEY'S FEES) THAT MAY BE INCURRED BY CITY, CITY'S OFFICIALS, EMPLOYEES, OR AGENTS AS A RESULT OF ANY CLAIMS, DEMANDS, COSTS, SUITS, ACTIONS, OR JUDGMENTS ARISING OUT OF THE USE OF SAID FIELDS, FACILITIES, AND OTHER PROPERTY PURSUANT TO THIS AGREEMENT.** During the term of this agreement, the Cook-off undertakes and agrees to carry at its own expense and with a company acceptable to City, liability insurance that is an admitted carrier with a Best Rating of "A" or better, to protect City, City's officials, employees, and agents, and any third party or parties from any liability or damages whatsoever, including those referred to herein. The limits of liability shall not be less than \$500,000 combined single limits per occurrence, or equivalent.
- C. During the period of use of the facilities by the Cook-off it is agreed that they shall keep the facility grounds clear of trash and debris by collecting it and depositing it in trash containers provided by the City. Depending on the volume of trash and debris collection anticipated, dumpsters may be required by the City at the Cook-off's expense. The Cook-off is responsible for tear down of all fencing, booths, lighting and other equipment, and is further responsible for all clean up in the event area, sidewalks and dance slab to be done within three (3) days of the event's conclusion.
- D. The Cook-off shall provide registration counts, volunteer counts, attendance (if possible), and number of winners. The data outlined above shall be provided within 90 days after the event via email to the Parks and Recreation Department. The data, aggregate counts, shall be used to measure participation. This data should not include personally identifiable information such as names, date of birth, gender, and ethnicity.
- E. Provide to the City proper license or permit to sell or distribute alcoholic beverages prior to the event as outlined in Alcoholic Beverages, Chapter 6 License or permit to manufacture, sell, or distribute, Sec. 6-1, City of Seguin Code of Ordinances no later than thirty (30) days prior to the event, if applicable.

- F. The Cook-off agrees to be responsible for any damage to the Park Facility's grassy areas due to rutting, trenching or other damage beyond normal wear and tear, and for clean-up of any mud splattering on buildings or other structures, such as the dance slab and bathrooms. No stakes are allowed in the ground or in the street unless approved by the City.
- G. If food is served, a hand washing station must be provided along with required health permits. All cooking equipment, including BBQ grills, stoves, fryers and warmers must be in a secure area and protected from the public. No grills, fires, grease or other equipment is allowed that will burn or damage the grass or pavement.
- H. As outlined in Appendix C Fee Schedule, City of Seguin Code of Ordinances, the Cook-off shall remit a \$500 deposit to cover any possible damages. Should such damage(s) occur, the Cook-off shall undertake all necessary restoration(s) within three (3) days of the conclusion of the event, or within three (3) days of receiving written notice from the City of damages. If after the third (3<sup>rd</sup>) day the restoration(s) have not been made to the City's satisfaction, the City may undertake the restorations(s) itself and the costs associated with the restorations(s) will be invoiced to the Cook-off for payment and/or deducted from the Cook-off's deposit.
- I. The Cook-off shall submit to the Parks and Recreation Department office a completed Special Event Permit Application. The Cook-off shall advise of any cancellations or changes to the submitted Special Event Permit Application as soon as known.
- J. The Cook-off acknowledges that the breach of any provision agreed to herein may result in the termination of this Agreement.

### **III.**

The City shall provide the following as its resources shall allow:

- 1. Maintenance of Max Starcke Park East including removal of tree limbs and other debris within the areas of the Patricia K. Irvine-King Pavilion, Multi-Use Trail, Wave Pool Facility, and general grounds.
- 2. Access to electricity for scheduled events coordinated by the City's Electric Department.
- 3. Trash containers for the Cook-off to maintain the area in a clean and debris free manner. Dumpster(s) may be required by the City at the Cook-off's expense.

IV.

This agreement shall be revocable at the option of either party for non-performance of any covenant contained herein or when the City Council, after study by the Parks & Recreation Advisory Board, deems that such cancellation is in the best interest of the City. Notice of such cancellation shall be delivered to the Cook-off by certified mail at least 30 days prior to the date of the termination of this Agreement. Notice of cancellation by the Cook-off shall be delivered to City of Seguin, c/o City Manager, 205 N. River Street, Seguin, Texas, 78155. "Delivery" as that term is used herein shall mean written notice with sufficient postage thereon properly deposited in the United States mail to the address of the Cook-off Director.

V.

**Texas Ladies State Chili Championship:**

Event Director: Beverly Maricle  
Address: 600 Muehl Rd Seguin  
Phone: Home 830-463-1595 Cell 830-463-1595

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

City of Seguin:

By: \_\_\_\_\_  
Steve Parker, City Manager

Attest: \_\_\_\_\_  
Naomi Manski, City Secretary

Texas Ladies State Chili Championship:

By: Beverly Maricle  
Beverly Maricle, Event Director

Attest:   
Jack Jones, Director, Parks and Recreation Department