

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DENTON AND THE DENTON CENTRAL BUSINESS DISTRICT, INC., DBA DENTON MAINSTREET ASSOCIATION FOR THE PAYMENT AND USE OF PROGRAM YEAR 2025 HOTEL TAX REVENUE IN SUPPORT OF THE 2025 TWILIGHT TUNES, ARTS AND AUTOS, AND WASSAIL FEST EVENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, TEX. TAX CODE §351.101(a) authorizes the CITY to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry by advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; and

WHEREAS, TEX. TAX CODE §351.101(c) authorizes the CITY to contract with independent entities, for programs and activities of the type funded with revenue from the municipal hotel occupancy tax; and

WHEREAS, the agreements and amounts have been reviewed and approved by the Community Partnership Committee and the City Council deems use of the funds are in the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals set forth above are hereby incorporated as if set out fully herein.

SECTION 2. The City Manager, or designee, is hereby authorized to execute an agreement between the City of Denton and the Denton Central Business District, Inc., for the payment and use of hotel tax revenue, under the terms and conditions contained in the agreement, a copy of which is attached hereto and made a part hereof.

SECTION 3. This Ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_; the Ordinance was passed and approved by the following vote [\_\_ - \_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
LAUREN THODEN, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller \_\_\_\_\_

**AGREEMENT BETWEEN THE CITY OF DENTON AND THE DENTON CENTRAL  
BUSINESS DISTRICT, INC., (PROGRAM YEAR 2025) PROVIDING FOR THE  
PAYMENT AND USE OF HOTEL TAX REVENUE**

THIS AGREEMENT is made between the City of Denton, Texas, a municipal corporation (the “CITY”), and the Denton Central Business District, Inc., a non-profit corporation incorporated under the laws of the State of Texas (the “DENTON MAIN STREET ASSOCIATION.” or “ORGANIZATION”). for the payment of Hotel Occupancy Funds (“HOT Funds”) to the Denton Central Business District, Inc. in support of a project, event or other activity (“Activities”) that comply with Chapter 351 of the Texas Tax Code.

WHEREAS, TEX. TAX CODE §351.002 authorizes CITY to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, CITY has provided for the assessment and collection of a municipal hotel occupancy tax in the city of Denton of seven percent (7%); and

WHEREAS, TEX. TAX CODE §351.101(a) authorizes CITY to use revenue from its municipal hotel occupancy tax only to promote tourism and the convention and hotel industry by advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity; and

WHEREAS, ORGANIZATION is well equipped to perform those activities; and

WHEREAS, TEX. TAX CODE §351.101(c) authorizes CITY to delegate by contract with ORGANIZATION; as an independent entity, the management and supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

WHEREAS, the ORGANIZATION acknowledges that the approval of this contract creates a fiduciary duty with regard to the expenditure of the HOT Funds in accordance with state law; and

NOW, THEREFORE, in consideration of the performance of the mutual covenants and promises contained herein, CITY and ORGANIZATION agree, and contract as follows:

**I. HOTEL TAX REVENUE PAYMENT**

**1.1 Consideration.** For and in consideration of the activities to be performed by ORGANIZATION under this Agreement, CITY agrees to pay to ORGANIZATION a portion of the hotel tax revenue collected by CITY at the rates and in the manner specified herein (such payments by CITY to ORGANIZATION may be herein referred to as the “agreed payments”, “HOT Funds” or “hotel tax funds”).

**1.2 Definitions.** As used in this Agreement, the terms below have the following meanings:

- (a) The term “hotel tax revenue” shall mean the gross monies collected and received by CITY as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Texas Tax Code §351.002 and City Ordinance. Hotel tax revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.
- (b) The term “Collection period” will mean the collection period for CITY’s fiscal year. It will include hotel tax revenue due to CITY for the relevant fiscal year and collected through the 22nd day of the month following the close of the relevant fiscal year.
- (c) The term “base payment amount” shall mean a net amount of money equal to the total hotel tax revenue collected by CITY during any relevant period of time (*i.e.*, fiscal year or fiscal quarter), less: (1) attorney and auditing costs incurred during such relevant period of time for costs of collection or auditing of hotel taxpayers (attorney and auditing costs include fees paid to attorneys or agents not in the regular employ of CITY for which attorneys or agents effect compliance or collection of the hotel tax from taxpayers); and (2) court costs and other expenses incurred in litigation against, or auditing of, such taxpayers.
- (d) The term “contract quarter” shall refer to any quarter of the calendar year in which this Agreement is in force. Contract quarters will end on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> of each contract year.
- (e) The term “tourism” as used in this Agreement means attracting individuals to travel from a residence outside the City of Denton to Denton for business, pleasure, recreation, education, or culture that promotes the convention and hotel industry.

### **1.3 Payments.**

- (a) In return for satisfactory performance of the Activities set forth in this Agreement and all attachments hereto, CITY shall pay to ORGANIZATION an amount of money in each contract year equal to the lesser amount of two and thirty-two hundredths percent (2.32%) of the annual base payment amount, or the fixed contract amount of Eighty Thousand Two Hundred Dollars (\$80,200). This amount will be divided into quarterly payments equal to 25% of the Annual Fixed Contract Amount, unless CITY determines with reasonable certainty the annual base payment amount will be less than originally estimated for the fiscal year. The fourth quarterly payment will represent 25% of the Remaining Contract Amount or the unpaid remainder of 2.32% of the base payment amount, whichever is less.
- (b) If CITY’s Chief Financial Officer determines that hotel tax receipts by the CITY are not meeting the anticipated budget projection, CITY may unilaterally reduce the ORGANIZATION’s current budget at any time during the contract period without

amendment to this Agreement. City will give reasonable notice to ORGANIZATION of such amendment. Payment is subject to refund of any unused or improperly expended funds from the contract period, and CITY's timely receipt of the required reports.

- (d) The term "quarterly payments" shall mean pro rata payments by CITY to ORGANIZATION of those amounts specified in Section 1.3, above, as determined by the hotel tax revenue collected.
- (e) Each quarterly payment shall be paid upon receipt of the required reports, and after the 25<sup>th</sup> day following the last day of the contract quarter. If any quarterly financial report is not received within thirty (30) days of the end of the applicable contract quarter, the recipient may be held in breach of this Agreement. CITY may withhold the quarterly payment(s) until the appropriate reports are received and approved, which approval shall not be unreasonably withheld.

#### **1.4 Other limitations regarding consideration.**

- (a) The funding provided for in this Agreement in no way commits CITY to future funding of the Activities or the Organization beyond the current contract period. Any additional or future funding is solely the responsibility of ORGANIZATION.
- (b) It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of CITY.
- (c) CITY may withhold further allocations if CITY determines that ORGANIZATION's expenditures deviate materially from their approved budget.

## **II. USE OF HOTEL TAX REVENUE**

#### **2.1 Use of Funds.**

- (a) For and in consideration of the payment by CITY to ORGANIZATION of the agreed payments of hotel tax funds specified above, ORGANIZATION agrees to use such hotel tax funds only for advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity as authorized by TEX. TAX CODE §351.101(a).
- (b) Advertising materials purchased with the hotel occupancy tax funds must be targeted to reach audiences outside the Denton city limits. These materials include, but are not limited to, signs, posters, postcards, newsletters, print advertising, digital marketing, billboards, radio, and television.
- (c) ORGANIZATION further agrees that the Activities must promote the convention and hotel industry to be eligible to use the hotel occupancy tax funds provided for in this Agreement.

- (d) Advertising materials purchased with the hotel occupancy tax funds must be targeted to reach audiences outside the Denton city limits. These materials include, but are not limited to, signs, posters, postcards, newsletters, print advertising, digital marketing, billboards, radio, and television.
- (e) Hotel occupancy tax funds for any calendar year which are unused by midnight December 31st of that year shall be refunded to CITY within ten (10) business days.

**2.2 Administrative Costs.** The hotel tax funds received from CITY by ORGANIZATION may be spent for day-to-day operations, office supplies, salaries, travel expenses and other administrative costs allowed by TEX. TAX CODE §351.101(e), but only if: (i) specified in ORGANIZATION's budget attached hereto as Exhibit "A" incorporated herein for all purposes; and (ii) each such expenditure is directly attributable to work on programs which promote tourism and the hotel and convention industry; and (iii) promotes at least one of the six statutory purposes enumerated within TEX. TAX CODE §351.101(a).

**2.3 Specific Restrictions on Use of Funds.**

- (a) ORGANIZATION agrees to demonstrate strict compliance with the record keeping and apportionment limitations imposed by TEX. TAX CODE §351.101(f) and §351.108 (c) and (d). ORGANIZATION shall not utilize hotel tax funds for any expenditure, which has not been specifically documented to satisfy the purposes set forth in Sections 2.1 and 2.2 above.
- (b) Hotel tax funds may not be spent for travel for a person to attend an event or conduct an activity except where such travel is directly related to the performance of the person's job in an efficient and professional manner and the primary purpose of which is directly related to the promotion of local tourism and the convention and hotel industry.
- (c) ORGANIZATION must comply with the City's standard HOT Funding contract terms, including use of the funds only for events, festivals and shows that attract overnight tourists to the city, and not for use of direct funding of operations that do not serve the tourism purpose of HOT funds, and including reporting requirements.
- (d) ORGANIZATION to review rental rates, sponsorships, and memberships for additional revenue.

**III. RECORDKEEPING AND REPORTING & ADDITIONAL REQUIREMENTS**

**3.1 Budget.**

- (a) ORGANIZATION shall adhere to the budget (Exhibit "A") as approved by the City Council for each calendar year, for all operations of ORGANIZATION in which the hotel tax funds shall be used by ORGANIZATION. CITY may audit specifically the purpose of each individual expenditure of hotel tax funds from the separate account relating to hotel tax funds. CITY shall not pay to ORGANIZATION any hotel tax revenues as set forth in

Section I of this contract during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the Denton City Council, authorizing the expenditure of funds.

- (b) ORGANIZATION acknowledges that approval of the budget (Exhibit "A") by the Denton City Council creates a fiduciary duty in ORGANIZATION with respect to the hotel tax funds paid by CITY to ORGANIZATION under this Agreement. ORGANIZATION shall expend hotel tax funds only in the manner and for the purposes specified in this Agreement, TEX. TAX CODE §351.101(a) and in the budget as approved by CITY.
- (c) Upon the application or consent of ORGANIZATION, the City Manager or their designee may authorize minor amendments to the approved budget as necessary to carry out the intent of this Agreement, in a manner consistent with this Agreement, the efficient use of public funds, and in accordance with State law. Such minor amendments may not increase the overall funding set forth in Section 1.3(a), extend the term, or otherwise alter the performance obligations of ORGANIZATION, without approval of the City Council.

**3.2 Separate Accounts.** ORGANIZATION shall maintain any hotel tax funds paid to ORGANIZATION by CITY in a separate account or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

**3.3 Financial Records.** ORGANIZATION shall maintain complete and accurate financial records of each expenditure of the hotel tax funds made by ORGANIZATION. These funds are required to be classified as restricted funds for audited financial purposes, and may not be used for contracted services, including, but not limited to, auditing fees or attorney fees. Upon reasonable advance written request of the Denton City Council, the City Manager or their designee, or any other person, ORGANIZATION shall make such financial records available for inspection and review by the party making the request. ORGANIZATION understands and accepts that all such financial records, and any other records relating to this Agreement shall be subject to the Texas Public Information Act, TEX. GOV'T CODE, Ch. 552, as hereafter amended.

#### **3.4 Reports.**

- (a) After initial receipt of hotel tax funds, upon special written request by the City, and within thirty (30) days after the end of every contract quarter, ORGANIZATION shall furnish to CITY: (1) a completed financial report, (2) a list of the expenditures or copies of the invoices or receipts made with regard to hotel tax funds pursuant to TEX. TAX CODE §351.101(c), social media and digital marketing expenditures require invoices to be provided and shall include performance measures, and (3) a copy of all financial records (e.g., copies of front and back cleared checks or bank statements, and other relevant documentation).
- (b) ORGANIZATION shall prepare and deliver all reports in a form and manner approved by the City Manager or their designee. ORGANIZATION shall respond promptly to any request from the City Manager of CITY, or their designee, for additional information relating to the Activities performed under this Agreement.

**3.5 Notice of Meetings.** ORGANIZATION shall give the City Manager of CITY, or their designee, reasonable advance written notice of the time and place of all meetings of ORGANIZATION's Board of Directors, as well as any other meeting of any constituency of ORGANIZATION, at which this Agreement or any matter subject to this Agreement shall be considered.

**3.6 Other Sources of Support Funds.** ORGANIZATION shall perform its best efforts to review rental rates, ORGANIZATION sponsorships and memberships to raise additional revenue to support the existing ORGANIZATION programs.

#### **IV. TERM, TERMINATION, FORCE MAJEURE, & RETURN OF FUNDS**

**4.1 Term.** The term of this Agreement shall commence on January 1, 2025, and terminate at midnight on January 31, 2026. However, the program period shall commence on January 1, 2025, and terminate at midnight on December 31, 2025. Only those expenditures authorized by Chapter 351 of the Texas Tax Code and the City of Denton's Hotel Occupancy Tax Program Guidelines, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to CITY upon termination of this Agreement.

**4.2 Termination Without Cause.**

- (a) This Agreement may be terminated by either party, with or without cause, by giving the other party sixty (60) days advance written notice.
- (b) In the event this contract is terminated by either party pursuant to Section 4.2(a), CITY agrees to reimburse ORGANIZATION for any written contractual obligations undertaken by ORGANIZATION in satisfactory performance of those activities specified in Section II. above that were approved by the Council through the budget, as noted in Section III. This reimbursement is conditioned upon such contractual obligations having been incurred and entered in writing in the good faith performance of those activities or services contemplated by this Agreement, and further conditioned upon such written contractual obligations having a term not exceeding the full term of this Agreement. Notwithstanding any provision hereof to the contrary, the obligation of CITY to reimburse ORGANIZATION for or under any written contract entered into by ORGANIZATION as contemplated herein, shall not exceed 66 2/3% of the current quarterly payment. CITY is not obligated to reimburse ORGANIZATION for any obligation not executed in writing and in accordance with this Agreement and state law for the use of HOT Funds.
- (c) Further, upon termination pursuant to Section 4.2(a), ORGANIZATION will provide CITY: 1) within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60) day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by CITY. If formal approval is not given within ten (10) business days, the budget does not contain any expenditures that would be prohibited by the Texas Tax Code, and is within the current contractual period approved budget, the budget will be considered approved; 2) within thirty (30) days, a full

accounting of all expenditures not previously audited by CITY; 3) within five (5) business days of a request from CITY, a listing of expenditures that have occurred since the last required reporting period; 4) a final accounting of all expenditures and tax funds on the day of termination. ORGANIZATION will be obligated to return any unused funds, or funds determined to be used improperly. Any use of remaining funds by ORGANIZATION after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Sections 2.1 and 2.2 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

**4.3 Automatic Termination.** This Agreement shall automatically terminate upon the occurrence of any of the following events:

- (a) The termination of the legal existence of ORGANIZATION;
- (b) The insolvency of ORGANIZATION, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by ORGANIZATION for the benefit of creditors;
- (c) The continuation of a breach of any of the terms or conditions of this Agreement by either CITY or ORGANIZATION for more than thirty (30) days after written notice of such breach is given to the breaching party by the other party; or
- (d) The failure of ORGANIZATION to submit a financial quarterly report which complies with the reporting procedures required herein and generally accepted accounting principles prior to the beginning of the next contract term, or quarterly as required by Section 1.3 hereof.

**4.4 Right to Immediate Termination.**

- (a) For Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation against the non-terminating party related to this Agreement or the Activities.
- (b) Upon Cancellation or Failure to Perform. Notwithstanding any other provision of this Agreement, the City shall have the right to terminate this Agreement upon immediate notice to the other party if any of the Activities provided for or contemplated herein are cancelled or satisfactory performance of the Activities set forth in this Agreement including all attachments hereto are not completed.

**4.5** Except as provided in section entitled Force Majeure below, in the event this Agreement is terminated, ORGANIZATION agrees to refund all HOT funds that were not expended or that were not expended in accordance with this Agreement as that is determined by CITY. All amounts due to the City must be paid no later than ten (10) business days after termination of this Agreement.

Upon termination, the City shall have no further obligation to ORGANIZATION under this Agreement.

#### 4.6 Failure to Comply and FORCE MAJEURE

- (a) If the City has reason to believe ORGANIZATION has failed to comply with any term or condition of this Agreement or any applicable laws, rules, regulations, or guidance relating to the use of HOT funds, the City may:
  - (1) require the ORGANIZATION to refund the HOT funds remitted to the ORGANIZATION, or a portion thereof;
  - (2) withhold HOT fund amounts to ORGANIZATION pending correction of the deficiency or failure to comply;
  - (3) disallow all or part of the cost of the activity or action that is not in compliance;
  - (4) terminate this Agreement in whole or in part;
  - (5) bar the ORGANIZATION or related entity (parent company, subsidiary, common officers etc.) from future consideration for HOT funds, or other grant or city sponsorship funds; and
  - (6) exercise any other legal remedies available at law.
- (b) The ORGANIZATION shall not be required to forfeit grant funds received if it fails to perform due to acts of war, terrorism, natural disaster, or state of emergency declared by the governor of this state, an act of God, a catastrophe, or such other occurrence that prevents performance and over which ORGANIZATION has no control. Failure to execute a contract for services or subcontractors related to an event, project, or activity supported by HOT funds, or failure to sufficiently or competently plan or organize to perform as provided for in this Agreement does not constitute a force majeure or any circumstance listed in the previous sentence.

### **V. GENERAL PROVISIONS**

#### **5.1 Subcontract for Performance of Services.**

- (a) Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by ORGANIZATION with another private entity, person, or organization for the performance of those services described in Section 2.1 above.
- (b) In the event that ORGANIZATION enters into any arrangement, contractual or otherwise, with such other entity, person or organization, ORGANIZATION shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement and to TEX. TAX CODE Ch. 351, including reporting

requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments and hotel tax funds.

**5.2 Independent Contractor.** ORGANIZATION shall operate as an independent contractor as to all services to be performed under this Agreement and not as an officer, agent, servant, or employee of CITY. ORGANIZATION shall have exclusive control of its operations and performance of services hereunder, and such persons, entities, or organizations performing the same, and ORGANIZATION shall be solely responsible for the acts and omissions of its directors, officers, employees, agents, and subcontractors. ORGANIZATION shall not be considered a partner or joint ventures with CITY, nor shall ORGANIZATION be considered, nor in any manner hold itself out as, an agent or official representative of CITY.

**5.3 Indemnification.** ORGANIZATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY, OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE BY ORGANIZATION OF THOSE ACTIVITIES, EVENTS, AND SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF ORGANIZATION, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES AND INVITEES, OR ANY FEES, FINES OR PENALTIES ASSESSED AGAINST CITY DUE TO MISUSE OF FUNDS BY ORGANIZATION.

**5.4 Assignment.** ORGANIZATION shall not assign this Agreement without first obtaining the written consent of CITY.

**5.5 Notice.** Any notice required to be given under this Agreement or any statute, ordinance, or regulation, shall be effective when given in writing and deposited in the United States mail, certified mail, return receipt requested, or by hand-delivery, addressed to the respective parties as follows:

<b><u>CITY</u></b>	<b><u>DENTON CENTRAL BUSINESS DISTRICT, INC.</u></b>
Sara Hensley	Kristen Kendrick-Bigley
City Manager	President
CITY OF DENTON	DENTON CENTRAL BUSINESS DISTRICT, INC.
215 E. McKinney	PO Box 2017
Denton, TX 76201	Denton, TX 76201

**5.6 Inurement.** This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of CITY and ORGANIZATION and their respective successors and assigns.

**5.7 Application of Laws.** All terms, conditions, and provisions of this Agreement are subject to all applicable federal laws, state laws, the Charter of the City of Denton, all ordinances passed pursuant thereto, and all judicial determinations relative thereto.

**5.8 Exclusive Agreement.** This Agreement contains the entire understanding and constitutes the entire agreement between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, express or implied, between or among the parties hereto, relating to the subject matter of this Agreement, which are not fully expressed herein. The terms and conditions of this Agreement shall prevail, notwithstanding any variance in this Agreement from the terms and conditions of any other document relating to this transaction or these transactions.

**5.9 Duplicate Originals.** This Agreement may be executed in duplicate originals.

**5.10 Headings.** The headings and subheadings of the various sections and paragraphs of this Agreement are inserted merely for the purpose of convenience and do not express or imply any limitation, definition, or extension of the specific terms of the section and paragraph so designated.

**5.11 Severability.** If any section, subsection, paragraph, sentence, clause, phrase or word in this Agreement, or application thereof to any person or circumstance is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Agreement, and the parties hereby declare they would have enacted such remaining portions despite any such invalidity.

**5.12 Insurance.** ORGANIZATION shall, at a minimum, provide insurance for the term of this Agreement as follows:

- (a) \$1,000,000 Commercial General Liability, or \$1,000,000 Event Insurance, covering all events taking place on City-owned property,
- (b) \$500,000 Liquor/Dram Shop Liability for any event occurring on City-owned property where alcohol will be provided or served, and
- (c) \$500,000 Business Automobile Liability on any owned, non-owned or hired vehicles.

CITY must be named as an additional insured on all policies (except Workers' Compensation) and proof of coverage shall be submitted prior to any payment made to ORGANIZATION by CITY.

**5.13 Incorporation.**

- (a) The recitals in the preamble of this Agreement are incorporated herein as if fully set forth herein.
- (b) Attachments or exhibits identified herein are incorporated as if fully set forth herein.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CITY OF DENTON, TEXAS

By: \_\_\_\_\_

SARA HENSLEY,  
CITY MANAGER

ATTEST:  
LAUREN THODEN, CITY SECRETARY

By: \_\_\_\_\_

DENTON CENTRAL BUSINESS DISTRICT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: President

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational obligations  
and business terms.

Signed by:

  
57D4C9696F2F43B  
SIGNATURE

Jessica Williams  
PRINTED NAME

Chief Financial Officer  
TITLE

Finance  
DEPARTMENT

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

Signed by:

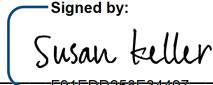
  
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By: \_\_\_\_\_

Exhibit A  
**Denton Main Street Association**

**Downtown Denton Promotion/Twilight Tunes/Arts & Autos/Wassail Fest**

**Budget 2025**

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**Advertising**

<i>Brochures</i>	\$ 3,000
<i>Visitor Guides</i>	\$ 3,000
<i>Digital Marketing/Social Media/Website (campaigns &amp; ads)</i>	\$ 15,100
<i>Billboards</i>	\$ 4,500
<i>Marketing &amp; Event Production Assistance/Contractors</i>	\$ 38,600
<hr/> subtotal	<hr/> \$ 64,200

**Art**

<i>Musicians - Tunes and Arts &amp; Autos</i>	\$ 5,000
<i>Site Operations - Tunes and Arts and Autos</i>	\$ 7,000
<hr/> subtotal	<hr/> \$ 12,000

**Historical**

<i>Imagine the Possibilities tour</i>	\$ 1,000
<hr/> subtotal	<hr/> \$ 1,000

**Convention Registration**

<i>National Mainstreet Conference</i>	\$ 3,000
<hr/> subtotal	<hr/> \$ 3,000

**Total Budget** \$ 80,200