

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON ALLOWING THE BEARDED MONK TO SELL ALCOHOLIC BEVERAGES AT THE DENTON DAY OF THE DEAD FESTIVAL, ON SATURDAY, OCTOBER 25, 2025 FROM 11:00 A.M. TO 10:00 P.M., AT WILLIAMS SQUARE (179 E. HICKORY STREET), AND ON INDUSTRIAL STREET AT MULBERRY STREET; UPON SATISFYING CERTAIN CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN CONFORMITY WITH THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Denton (“City”) is the owner of public rights of way in Downtown Denton; and

WHEREAS, the Denton Day of the Dead Festival Inc. will host the Denton Day of the Dead Festival on Saturday, October 25 from 11:00 a.m. to 10:00 p.m., at Williams square (179 E. Hickory Street), and on Industrial Street at Mulberry Street; to celebrate and honor the hallmarks of autumn in the American Southwest including the harvest, Halloween and Día de los Muertos; and

WHEREAS, The Bearded Monk has requested they be allowed to sell alcoholic beverages at the Denton’s Day of the Dead Festival; and

WHEREAS, the City Council deems it in the public interest to authorize the City Manager, or designee, to allow The Bearded Monk to sell alcoholic beverages at the Denton Day of the Dead Festival on Saturday, October 25, 2025, so long as certain conditions are met by The Bearded Monk and the Denton Day of the Dead Festival Inc.; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein.

SECTION 2. The Bearded Monk shall be allowed to sell alcoholic beverages at the Denton Day of the Dead Festival, on Saturday, October 25, 2025, from 11:00 a.m. to 10:00 p.m. at 179 E. Hickory Street and Industrial Street, Denton, Texas, upon entering into and complying with the attached agreement with the City of Denton and satisfying the following conditions:

1. THE BEARDED MONK shall be responsible for securing the space needed to sell alcoholic beverages at Williams Square;
2. THE BEARDED MONK shall abide by all laws, resolutions, rules, and regulations, and will be responsible for obtaining the temporary license and permit required to sell alcoholic beverages at Williams Square;

3. THE BEARDED MONK shall furnish Liquor (Dram shop) Liability Insurance in the amount of \$1,000,000 per occurrence and agrees to indemnify the City against any liability incident(s) related the sale of alcoholic beverages;
4. DENTON DAY OF THE DEAD FESTIVAL INC. will provide Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence and agrees to indemnify the City against any liability incident(s) related to the event and the sale of alcoholic beverages;
5. DENTON DAY OF THE DEAD FESTIVAL INC. shall provide the security necessary for the sale of alcoholic beverages.

SECTION 3. The City Manager, or designee, is authorized to execute an agreement in conformity with this Resolution, which shall be substantially in the form of the agreement attached hereto and made a part hereof by reference.

SECTION 4. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this Resolution was made by _____ and seconded by _____. This Resolution was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

**CITY OF DENTON AGREEMENT WITH
DENTON DAY OF THE DEAD FESTIVAL INC. AND
THE BEARDED MONK**

STATE OF TEXAS §

COUNTY OF DENTON §

This Agreement, made this _____ day of October 2025, by and between the City of Denton, a Texas home-rule municipal corporation, hereinafter referred to as the "CITY", and THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL, INC.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1
GENERAL

The City grants to THE BEARDED MONK the privilege to sell alcoholic beverages for the DENTON DAY OF THE DEAD FESTIVAL INC., subject to the exceptions and conditions hereinafter set forth, at the DENTON'S DAY OF THE DEAD FESTIVAL on Saturday, October 25 from 11:00 a.m. to 10:00 p.m. at Williams Square (179 E. Hickory Street), and on Industrial Street at Mulberry Street in Denton, TX. This privilege does not extend beyond said dates and times.

ARTICLE 2
TERMS AND CONDITIONS

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall comply with this agreement and perform the following in order to exercise the privilege to sell alcoholic beverages at Williams Square (179 E. Hickory St.) and on Industrial Street at Mulberry Street in Denton, TX for the DENTON DAY OF THE DEAD FESTIVAL:

- A. THE BEARDED MONK shall be responsible for securing the space needed to sell alcoholic beverages at Williams Square and on Industrial Street at Mulberry Street in Denton, TX.
- B. THE BEARDED MONK shall be responsible for obtaining the temporary license and permit required to sell alcoholic beverages at Williams Square and on Industrial Street at Mulberry Street for the DENTON DAY OF THE DEAD FESTIVAL.
- C. DENTON DAY OF THE DEAD FESTIVAL INC. shall provide the security necessary for the sale of alcoholic beverages as predetermined and outlined in the Williams Square rental agreement and on Industrial Street at Mulberry Street, if necessary.

- D. DENTON DAY OF THE DEAD FESTIVAL INC. and THE BEARDED MONK shall waive their right to exercise the privilege to sell alcoholic beverages at Williams Square and on Industrial Street at Mulberry Street for the DENTON DAY OF THE DEAD FESTIVAL, if one or both respective parties fails to comply with any portion of this agreement including but not limited to, failing to provide proof of compliance prior to the event.

ARTICLE 3

LOCAL RULES AND REGULATION

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. agree to abide by all municipal, county, state and federal laws, resolutions, rules and regulations and specifically, without limitation, to obtain all necessary and proper licenses, permits and authorizations, and to comply with the requirements of any duly authorized person acting in connection therewith. THE BEARDED MONK shall pay all taxes, if any, of every nature and description arising out of or in any manner connected with the sale of alcoholic beverages.

THE BEARDED MONK will exercise reasonable care and due diligence in the sale of alcoholic beverages at the DENTON DAY OF THE DEAD FESTIVAL.

ARTICLE 4

INDEMNITY AGREEMENT

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL, INC. shall indemnify and save and hold harmless the CITY and its officers, agents, and employees from and against any and all liability, claims, demands, losses, and expenses, including but not limited to, court costs and reasonable attorney fees incurred by the CITY, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of DENTON DAY OF THE DEAD FESTIVAL, INC., THE BEARDED MONK, or their officers, shareholders, agents, or employees in the execution, operation, or performance of this Agreement. Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE 5

INSURANCE

During the performance of this Agreement, THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A- or above:

- A. DENTON DAY OF THE DEAD FESTIVAL INC. shall provide and maintain Comprehensive General Liability Insurance with bodily injury limits of not less than

\$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.

- E. THE BEARDED MONK shall provide and maintain Liquor (Dram shop) Liability Insurance in the amount of \$1,000,000 per occurrence for the DENTON DAY OF THE DEAD FESTIVAL at Williams Square and on Industrial Street at Mulberry Street where alcohol will be provided or served.
- B. THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall furnish insurance certificates or insurance policies to the CITY as evidence of such coverages. The insurance policies shall name the CITY as an additional insured on all such policies and shall contain a provision that such insurance shall not be canceled or modified without written notice to the CITY. In such event, the policy holder, DENTON DAY OF THE DEAD FESTIVAL INC., and/or THE BEARDED MONK shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.
- C. Said insurance policies are subject to review by the CITY and may be rejected at the CITY's sole discretion, for any reason, as long as the reason is communicated to the policy holder prior to the day of the event.

ARTICLE 6 **NOTICES**

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the addresses shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

THE BEARDED MONK:
Ben Esely
122 E. McKinney St.
Denton, Texas 76201

CITY OF DENTON:
City Manager
215 E. McKinney St.
Denton, Texas 76201

DENTON DAY OF THE DEAD FESTIVAL INC.
David Pierce, President 2016
N. Bell Ave.
Denton, TX 76209

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE 7
ENTIRE AGREEMENT

This Agreement, consisting of five (5) pages and 0 exhibits, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE 8
SEVERABILITY

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 9
DISCRIMINATION PROHIBITED

In performing the services required hereunder, THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE 10
PERSONNEL

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. represents that they have or will secure, at their own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of or have any contractual relations with the CITY.

ARTICLE 11
ASSIGNABILITY

THE BEARDED MONK and DENTON DAY OF THE DEAD FESTIVAL INC. shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the CITY.

ARTICLE 12
MODIFICATION

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE 13
MISCELLANEOUS

- A. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- B. The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager; and DENTON DAY OF THE DEAD FESTIVAL INC. and THE BEARDED MONK has executed this Agreement through their duly authorized undersigned officers on this the _____ day of October 2025.

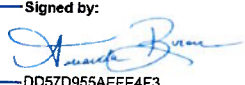
CITY OF DENTON, TEXAS

SARA HENSLEY,
CITY MANAGER

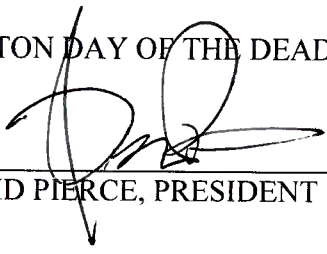
ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM: MACK
REINWAND, CITY ATTORNEY

BY: Signed by:

DD57D955AEFE4F3... _____

DENTON DAY OF THE DEAD FESTIVAL INC.

BY: 
DAVID PIERCE, PRESIDENT

THE BEARDED MONK

BY: 
BEN ESELY, OWNER

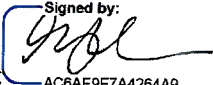
WITNESS:

BY: _____

THIS AGREEMENT HAS BEEN

BOTH REVIEWED AND APPROVED

as to financial and operational obligations and
business terms.

Signed by:

AC6AE9F7A4264A9...
SIGNATURE

Gary Packan

PRINTED NAME

Director of Parks and Recreation

TITLE

Parks and Recreation

DEPARTMENT