

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF DENTON ALLOWING FRY STREET CHARITIES TO SELL ALCOHOLIC BEVERAGES AT THE FRY STREET FAIR EVENT, ON FRIDAY, MAY 16 FROM 4:00 P.M. TO 10:00 P.M., AND SATURDAY, MAY 17 FROM 12:00 P.M. TO 10:00 P.M., AT AVENUE A AND MULBERRY STREET IN DENTON, TEXAS, UPON SATISFYING CERTAIN CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT IN CONFORMITY WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Fry Street Charities will host the Fry Street Fair on Friday, May 16 from 4:00 p.m. to 10:00 p.m., and Saturday, May 17 from 12:00 p.m. to 10:00 p.m., at Avenue A and Mulberry Street in Denton, Texas; and

WHEREAS, Fry Street Charities has requested that they be allowed to sell alcoholic beverages at the Fry Street Fair; and

WHEREAS, the City Council deems it in the public interest to authorize the City Manager, or their designee, to allow Fry Street Charities to sell alcoholic beverages at the Fry Street Fair on Friday, May 16 from 4:00 p.m. to 10:00 p.m., and Saturday, May 17 from 12:00 p.m. to 10:00 p.m., so long as certain conditions are met by Fry Street Charities and Fry Street Charities 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. Fry Street Charities shall be allowed to sell alcoholic beverages at the Fry Street Fair, on Friday, May 16 from 4:00 p.m. to 10:00 p.m., and Saturday, May 17 from 12:00 p.m. to 10:00 p.m. at Avenue A and Mulberry Street in Denton, Texas, upon entering into and complying with the attached agreement with the City of Denton and satisfying the following conditions:

1. FRY STREET CHARITIES shall be responsible for securing the space needed to sell alcoholic beverages at Avenue A and Mulberry Street in Denton, Texas;
2. FRY STREET CHARITIES 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 Avenue A and Mulberry Street in Denton, Texas;
3. FRY STREET CHARITIES 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. FRY STREET CHARITIES 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. FRY STREET CHARITIES shall provide the security necessary for the sale of alcoholic beverages.

SECTION 3. The City Manager, or their 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:	_____	_____	_____	_____
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

A handwritten signature in blue ink, appearing to read "Mack Reinwand". The signature is stylized with a large initial "M" and a prominent "R".

BY: _____

**CITY OF DENTON AGREEMENT WITH
FRY STREET CHARITIES**

STATE OF TEXAS §

COUNTY OF DENTON §

This Agreement, made this _____ day of _____, 2025, by and between the City of Denton, a Texas home-rule municipal corporation, hereinafter referred to as the "CITY", and FRY STREET CHARITIES.

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 FRY STREET CHARITIES the privilege to sell alcoholic beverages subject to the exceptions and conditions hereinafter set forth, at the FRY STREET FAIR on Friday, May 16 from 4:00 p.m. to 10:00 p.m., and Saturday, May 17 from 12:00 p.m. to 10:00 p.m. at Avenue A and Mulberry Street in Denton, Texas. This privilege does not extend beyond said date and time.

ARTICLE 2
TERMS AND CONDITIONS

FRY STREET CHARITIES shall comply with this agreement and perform the following in order to exercise the privilege to sell alcoholic beverages at Avenue A and Mulberry Street in Denton, Texas for the FRY STREET FAIR.

- A. FRY STREET CHARITIES shall be responsible for securing the space needed to sell alcoholic beverages at Avenue A and Mulberry Street in Denton, Texas.
- B. FRY STREET CHARITIES Shall be responsible for obtaining the temporary license and permit required to sell alcoholic beverages at Avenue A and Mulberry Street in Denton, Texas for the FRY STREET FAIR.
- C. FRY STREET CHARITIES shall provide the security necessary for the sale of alcoholic beverages.
- D. FRY STREET CHARITIES shall waive their right to exercise the privilege to sell alcoholic beverages at Avenue A and Mulberry Street in Denton, Texas for the FRY STREET FAIR, 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

FRY STREET CHARITIES 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. FRY STREET CHARITIES 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.

FRY STREET CHARITIES will exercise reasonable care and due diligence in the sale of alcoholic beverages at the FRY STREET FAIR.

ARTICLE 4
INDEMNITY AGREEMENT

FRY STREET CHARITIES 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 FRY STREET CHARITIES, 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, FRY STREET CHARITIES 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. FRY STREET CHARITIES 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.
- B. FRY STREET CHARITIES shall provide and maintain Liquor (Dram shop) Liability Insurance in the amount of \$1,000,000 per occurrence for the FRY STREET FAIR at Avenue A and Mulberry Street in Denton, Texas where alcohol will be provided or served.

- C. FRY STREET CHARITIES 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, FRY STREET CHARITIES shall, prior to the effective date of the change or cancellation, serve substitute policies furnishing the same coverage.
- D. 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:

FRY STREET CHARITIES
Andrew Saunders, Manager
109 Avenue A
Denton, Texas 76201

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

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 six (6) 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, FRY STREET CHARITIES 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

FRY STREET CHARITIES 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

FRY STREET CHARITIES 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 FRY STREET CHARITIES has executed this Agreement through their duly authorized undersigned officers on this the _____ day of _____, 2025.

CITY OF DENTON, TEXAS

SARA HENSLEY,
CITY MANAGER

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

FRY STREET CHARITIES

WITNESS:

BY: _____
ANDREW SAUNDERS

BY: _____

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

SIGNATURE PRINTED NAME

TITLE

DEPARTMENT