



THIS AGREEMENT is executed by the undersigned Vendor for the benefit of the Downtown Management District. Vendor is participating in the Downtown Fiesta Latina to be held on Saturday, November 16, 2024, from 2:00-9:00 pm. The DMD desires Vendor to participate in the Event and Vendor likewise desires to participate in the Event, on the terms set forth in this Agreement.

**Vendor hereby agrees as follows:**

#### **VENDOR DETAILS:**

- The event is on Saturday, November 16, 2024, from 2:00-9:00 pm
- Set up is 2 hours before the event 12:00-2:00 pm, and tear down 1 hour after the event 9:00-10:00 pm.
- Vendors spaces are \$50 per space.
- Vendors are responsible for their own booths, tables, chairs, and weather covers.
- Vendors spaces are 10' x 10' ft each. If more space is needed, additional space must be purchased.
- All tents are required to be secured by 25-pound anchors on EACH leg. (No staking or drilling allowed)
- The DMD will not carry change. Vendors must make adequate arrangements for change.
- Vendors must be compliant with all city regulations.
- Each Vendor is required to promote event.

#### **TERM OF AGREEMENT:**

This Agreement shall remain in effect from the date of its Execution until the completion of the Event, although the indemnification provision set forth below will extend beyond the term.

#### **RELATIONSHIP OF PARTIES:**

In connection with the Event, neither party hereto shall be a partner, joint venturer, joint enterprise, co-employer, or agent of the other and shall not bind nor attempt to bind the other party in any way. Vendor may not enter into any agreements or incur any debt, obligation, expense, or other liability of any kind binding the DMD without the DMD's express, prior and written permission. The parties further agree that the DMD is not a licensed provider of alcohol and will have no role and no responsibility in regards to service of alcohol at the Event.

#### **ASSUMPTION OF RISK/ INDEMNIFICATION:**

Vendor, on its behalf and on behalf of its owners, shareholders, and employees agrees to assume all risk of injury of liability and waive any right of recovery from, or to bring suit against the DMD, its board members, employees, agents, and/or insurers (hereinafter "**Releasees**"), for any personal injury, death, or other consequences arising out of the Vendor's participation in the Event. Vendor further agrees to indemnify, defend

and hold harmless the Releasees from all losses, costs, damages, injuries, liability, claims and causes of action whatsoever, arising out of related to the negligent or intentional acts, errors and omissions of vendors/individuals who participate in the Event, or others related to any injury, harm, damage, including serious bodily injury or death, which occurs during or immediately following the Event or in connection with Vendor's participation in the Event under this Agreement. Vendor further agrees to release and hold harmless Releasees from any and all claims, liabilities, loses, and expenses of whatever nature, including but not limited to reasonable attorneys' fees and litigation costs and damages, arising out of or resulting from any intentional, grossly negligent, negligent, or other act or omission, of the Releasees in any way connected with or related to the Event.

**NO WAIVER OF SOVEREIGN OR STATUTORY IMMUNITY:**

The DMD is a Texas municipal management district (a governmental entity) and does not agree to waive, limit or restrict its immunity to any claims, lawsuits, or damages, including the recovery of attorneys' fees, by entering into this Agreement. The DMD expressly retains its sovereign immunity and/or governmental immunity under the Texas Constitution, state law and common law.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

**Vendor:** \_\_\_\_\_

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

*(I am an authorized agent of Vendor)*

Phone Number: \_\_\_\_\_ email: \_\_\_\_\_

**El Paso Downtown Management District**

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

Joe Gudenrath, Executive Director