



**CO-SPONSORSHIP AGREEMENT BETWEEN THE  
CITY OF AUSTIN AND CAPITAL AREA STATUES, INC.  
RELATING TO THE WILLIE NELSON STATUE DEDICATION EVENT**

**1. FINDINGS AND STATEMENT OF PUBLIC PURPOSE**

- 1.1.** The City Council finds that acceptance of a Willie Nelson Statue and the unveiling of the statue on April 20, 2012 in downtown Austin will benefit the public and the City of Austin by promoting art and music.
- 1.2.** The City Council accepted the Willie Nelson Statue, which will be located at 200 Lavaca Street at the intersection of Lavaca Street and Willie Nelson Blvd. in downtown Austin, on behalf of the public during its regular city council meeting on April 5, 2012.
- 1.3.** The Willie Nelson Statue Dedication Event (“Event”) will celebrate the unveiling of a figurative bronze sculpture depicting Willie Nelson, an American icon and an indispensable figure in the cultural life and history of Austin, Texas.
- 1.4** Because of the above-stated public benefits, the City Council finds that this agreement between the City of Austin and the Capital Area Statues, Inc. (“CAST”) to co-sponsor the Willie Nelson Statue Dedication Event will serve a public purpose.

**2. CITY OF AUSTIN CO-SPONSORSHIP RESPONSIBILITIES**

- 2.1.** The City of Austin will co-sponsor the Willie Nelson Statue Dedication Event.
- 2.2.** The City of Austin’s co-sponsorship will include a one-time financial contribution of \$3,000 to pay for traffic management devices necessary to ensure public safety during the Event.
- 2.3.** The City of Austin will cooperate with CAST and other partners in the sponsorship of the event, to include Stratus, Inc., owner of the W Hotel, and Austin City Limits, to ensure sufficient police presence and traffic control for the Event.

- 2.4. Beginning at 2:00 on the date of the Event, the City will reduce Lavaca Street to one lane (far east lane) and close Willie Nelson Blvd. between Colorado and Guadalupe. Pedestrian traffic will be managed on the south side of the intersection at Willie Nelson Blvd. and Lavaca Street and the north intersection will be closed to pedestrians.
- 2.5. The City of Austin will provide free parking (as available) to CAST VIPS and Donors during the Event.

**3. CAPITAL AREA STATUES INC.'S CO-SPONSORSHIP RESPONSIBILITIES**

- 3.1. CAST agrees to conduct this event in a manner that preserves and promotes the public health and safety and that complies with the requirements of applicable City ordinances and regulatory standards.
- 3.2. CAST agrees to promptly communicate changes to program information as soon as practical after it becomes aware that such changes will be necessary.
- 3.3. Regarding the use of the City of Austin seal or other electronic copy supplied by the City,
  - (a) CAST may use any electronic copy of the City of Austin seal to display in conjunction with other co-sponsors' logos or indicia in materials exclusively designed to promote the Willie Nelson Statue Dedication Event. CAST must comply with the City of Austin's requirement as described immediately below and any required design specifications.
  - (b) CAST may not:
    - i. modify, alter, or change the words, symbols, graphics, design, or content of the City of Austin seal for any reason; or
    - ii. copy, reprint, or otherwise use the City of Austin seal in advertising or promotion in connection with the distribution and promotion of any other event, activity, or function.
  - (c) The City of Austin does not grant or transfer any trademark or other intellectual property rights in the City seal to CAST. CAST acknowledges the City of Austin's ownership of the seal. CAST agrees that it will do nothing inconsistent with such ownership, and that nothing in this agreement shall give CAST any right, title, or interest in the City of Austin seal.

#### **4. GENERAL RESPONSIBILITIES**

- 4.1.** This agreement does not grant CAST any use of City property or rights-of-way beyond what it contemplated by this agreement.
- 4.2.** This agreement does not abrogate CAST's or its agent's, employee's, contractor's, or volunteer's responsibility to comply with federal, state, and local laws.
- 4.3.** Failure to comply with the requirements of this agreement will result in the automatic revocation of the City's co-sponsorship of the Willie Nelson Statue Dedication Event.
- 4.4.** This agreement is effective upon execution by all parties and remains in effect until the obligations under this agreement have been performed.
- 4.5.** This agreement constitutes the entire agreement between the parties regarding the City's co-sponsorship of the Willie Nelson Statue Dedication Event. This agreement may not be modified except as agreed by the parties in writing.
- 4.6.** If a term or provision of this agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this agreement remains effective.
- 4.7.** Notice under this agreement shall be in writing and may be delivered by hand, by certified mail, by common carrier, or by email. Notice by hand-delivery or email is deemed effective immediately, by certified mail is deemed effective three days after deposit in a U.S. Post Office or in a U.S. Mail Box, and by common carrier is deemed effective upon receipt. Notice to a party shall be addressed as follows:

City of Austin  
City Manager  
Marc A. Ott  
City of Austin  
301 West 2<sup>nd</sup> St., Box 1088  
Austin, TX 78767  
[Marc.Ott@ci.austin.tx.us](mailto:Marc.Ott@ci.austin.tx.us)

Capital Area Statues, Inc.  
President  
Lawrence G. Wright  
2001 Meadowbrook  
Austin, Texas 78703  
lwrighter@gmail.com

- 4.8.** Venue for a dispute arising from this agreement shall be in Austin, Travis County, Texas.

This agreement is effective upon full execution and is entered into and executed by:

**CITY OF AUSTIN**

**CAPITAL AREA STATUES, INC.**

\_\_\_\_\_  
Marc A. Ott  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lawrence G. Wright  
President  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Jacqueline Cullom  
Assistant City Attorney