



## VISIT BASTROP HOT TAX FUNDING AGREEMENT 2020 - 2021

**Section 1. Purpose.** The purpose of this AGREEMENT is for [REDACTED] Foundation, the ORGANIZATION to utilize Hotel Occupancy Taxes to promote the City of Bastrop and tourism through the [REDACTED]. This event will increase tourism and the number of overnight visitors to the City of Bastrop.

**Section 2. Obligation of the ORGANIZATION.** The ORGANIZATION shall use the funds provided by Visit Bastrop in accordance with Chapter 351 of the Texas Tax Code and the ORGANIZATION'S funding application solely for the use of the [REDACTED] (eligible project or event). Hotel Occupancy Tax Funds shall only be used for those activities associated with activities covered under this AGREEMENT.

**Section 3. Reporting Requirements of the ORGANIZATION.** The ORGANIZATION shall provide a report as outlined in the Visit Bastrop Applicant Eligibility and Funding Guidelines.

**Section 4. Authorization of Funds and Payment.** [REDACTED] will receive \$ [REDACTED] of HOT funds. These funds shall be used for the following event or project [REDACTED]. (Please include a detailed description of the event or project.)

**Section 5. Rights.** Visit Bastrop has the right, at any time, to inspect the books or records of the ORGANIZATION that may relate to the performance of this AGREEMENT. Visit Bastrop also has the right to conduct an audit of any ORGANIZATION event or project funded with Hotel Occupancy Tax funds.

**Section 6. Term.** The AGREEMENT becomes effective [REDACTED], and the AGREEMENT terminates on [REDACTED], or once the terms have been met, whichever event occurs first.

**Section 7. Recapture Provision.** In the event the ORGANIZATION does not comply with the terms of this AGREEMENT, or the event is cancelled or postponed, or fails to appropriately spend the funds in accordance with State law, or falsifies any documents required under this agreement as provided, or is otherwise in default, under this AGREEMENT, the ORGANIZATION shall repay Visit Bastrop all funds paid to the ORGANIZATION by Visit Bastrop.

**Section 8. Default.** Visit Bastrop reserves the right to terminate this AGREEMENT if the ORGANIZATION fails to comply with any term of the AGREEMENT, including the inability of the ORGANIZATION to conform to any change required by federal, state, or local laws or relating to the use of Hotel Occupancy Taxes.

Visit Bastrop may terminate this AGREEMENT for breach of any provision of this AGREEMENT, upon written notice of the breach and the ORGANIZATION shall have ten (10) days after receipt of the written notice in which to cure the breach to the satisfaction of Visit Bastrop.

**Section 9. Notice.** All notices required or permitted under this AGREEMENT shall be in writing and shall be delivered in person or mailed as follows:

To Visit Bastrop at:  
1408B Chestnut Street  
Bastrop, TX 78602  
Attn: President/CEO

To the ORGANIZATION at:

[Redacted address information]

**MISCELLANEOUS**

**Section 10. Entire Agreement.** This AGREEMENT constitutes the entire agreement of the parties regarding the subject matter contained herein. The parties may not modify or amend this AGREEMENT, except by written agreement approved by the authorized agents of each party and duly executed by both parties.

**Section 11. Approval.** This AGREEMENT has been duly and properly approved by each party and constitutes a binding obligation on each party.

**Section 12. Assignment.** Except as otherwise provided in this AGREEMENT, a party may not assign this AGREEMENT or subcontract the performance of services without first obtaining the written consent of the other party.

**Section 13. Non-Waiver.** A party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this AGREEMENT does not preclude the exercise of another right or remedy. Rights and

remedies under this AGREEMENT are cumulative and are not exclusive of other rights or remedies provided by law.

**Section 14. Paragraph Headings.** The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this AGREEMENT or any section thereof.

**Section 15. Attorney Fees.** In any lawsuit concerning this AGREEMENT, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and their reasonable expenses, unless otherwise prohibited by law.

**Section 16. Severability.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 17. Venue.** The parties agree that all disputes that arise of this AGREEMENT are governed by the laws of the State of Texas and venue for all purposes herein shall be in Bastrop County, Texas.

IN WITNESS WHEREOF, Visit Bastrop and ORGANIZATION make and execute this AGREEMENT this day \_\_\_\_ of \_\_\_\_\_ 20\_\_.

Susan Smith  
VISIT BASTROP

\_\_\_\_\_  
ORGANIZATION, Printed Name

\_\_\_\_\_  
VISIT BASTROP, Signature

\_\_\_\_\_  
ORGANIZATION, Signature