

COMMISSION SALES AGREEMENT BETWEEN CITY OF TAYLOR, TEXAS  
AND SRE PROMOTIONS, LLC

This agreement is by and between the City of Taylor, Texas, a Home Rule City (“City”) and SRE Promotions, Limited liability Company (“Seller”) by and through their respective authorized agents.

As herein after agreed:

1. Seller agrees to sell sponsorships to sponsors of the 7<sup>th</sup> Annual Main Street Car Show which will be held in the City of Taylor on October 26, 2019 (“Car Show”).

2. The City agrees to pay Seller, on a commission basis, for each sponsorship sold to any corporate entity or individual (“Sponsor”) sponsoring the Car Show. Seller shall deliver to each Sponsor a 2019 Main Street Car Show Sponsor Packet (“Sponsor Packet”) and shall collect from each Sponsor the amount required for the Sponsor classification category as set out in Sections 3. and 4. below.

3. The City, in consideration to the Sponsor, will provided recognition of the Sponsor in the Car Show in the manor set forth herein and in Exhibit “A” attached hereto according to the classification of the Sponsor category:

- a. **GOLD SPONSOR - \$5,000.00**
  - On-site banners, primary stage signage, trophy presentation
  - Acknowledgment in all pre-and post-event marketing
  - Prominent placement in event wrap video and photography
  - Social media promotion to more than 50 websites
  - Acknowledgment from the main stage
  - Literature in gift bags
  - Booth space
- b. **SILVER SPONSOR - \$2,500.00**
  - On-site banners and stage signage
  - Placement in event wrap video and photography
  - Social media promotion
  - Acknowledgement from the main stage
  - Literature in gift bags
  - Booth space
- c. **BRONZE SPONSOR - \$1,000.00**
  - On-site banners
  - Placement in event wrap video and photography
  - Social media promotion

- Acknowledgement from the main stage
  - Literature in gift bags
  - Booth space
- d. ALUMINIUM SPONSOR - \$500.00
- Social media promotion
  - Acknowledgement from the main stage
  - Literature in gift bags
  - Booth space

The City will provide each Sponsor recognition according to the Sponsor classification with no other obligation to the Sponsor.

4. Subject to the limitation stated herein, Seller shall receive a commission payment from the City for each Sponsor who (i) completes the Packet for the Seller; (ii) Seller delivers the Sponsor Packet to the City prior to the date required in this Agreement; (iii) Seller delivers the amount paid by the Sponsor for the Sponsor classification shown in the Packet; (iv) Seller has complied with this Agreement; (v) the City has accepted and approved the Sponsor Packet; and (iv) the City has receipt of the correct Sponsor amount. The Sponsor classifications, Sponsor amounts required for each Sponsor classification and the Seller commission amount are as follows:

- a. Gold Sponsor – Five Thousand and No/100 Dollar (\$5,000.00)  
Sponsor amount – A Twenty-five (25%) per cent commission payment of the Sponsor amount;
- b. Silver Sponsor – Two Thousand Five Hundred and No/100 Dollar (\$2500.00) Sponsor amount – A Twenty-five (25%) per cent commission of the Sponsor amount;
- c. Bronze Sponsor – One Thousand and No/100 Dollar (\$1,000.00)  
Sponsor Amount – A Twenty-five (25%) per cent commission of the Sponsor amount;
- d. Aluminum Sponsor – Five Hundred and No/100 Dollar (\$500.00)  
Sponsor amount – A Twenty-five (25%) per cent commission of the Sponsor amount.

Notwithstanding anything stated in this agreement to the contrary, commissions paid under this contract by the City shall not exceed twelve thousand, five hundred dollars (\$12,500.00).

5. Each Sponsorship Packet must be fully complete including an acknowledgement of receipt from each Sponsor. Sponsor amounts must be payable to the City of Taylor and delivered to the Main Street Director, Debbie Chaubonneau with the completed Packet on or before October 1, 2019.

6. The following individuals or entities are excluded from this Agreement and Seller shall not be entitled to any commission payment for the following:

- a. Covert Country of Hutto (Chevrolet)
- b. Covert Ford of Hutto (Ford)
- c. Finish Masters, Inc. (Austmitice & Industrial Paint)
- d. Nyle Maxwell Chrysler Dodge Jeep Ram
- e. True Barber
- f. Black Sparrow Music Parlor
- g. Curbside Coffee
- h. Texas Beer Co.
- i. Peach Studio

Any Sponsor contributions from the above listed individuals or entities shall be for the exclusive use and benefit of the City without any payment to Seller.

7. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the City and the Company.

8. This Agreement shall be binding on and inure to the benefit of the parties, their respective heirs, successors and assigns. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement except as allowed by this Agreement. There are no oral agreements between the parties hereto with respect to the subject matter hereof.

9. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) business days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set

forth below; or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to:      Attn: City Manager  
City of Taylor  
City Hall  
400 Porter Street  
Taylor, Texas 76574

Copy to:                                      Main Street Director  
City of Taylor  
400 Porter Street  
Taylor, Texas, 76574

If intended for the Seller, to: Attn:      SRE Promotions, LLC  
P.O. Box 746  
Hutto, Texas 78634

10. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

11. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall be in the State courts of Williamson County, Texas.

12. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

13. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

14. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

15. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the Seller. Seller is not an agent of the City and cannot bind the City, and is an independent contractor for the City.

16. The parties agree that this Agreement may be executed in multiple counterparts which, taken together, shall form the contractual agreement of the parties.

17. The person signing this Agreement warrants that he is authorized to sign this Agreement on behalf of the respective signatory.

18. The recitals to this Agreement are incorporated herein.

19. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF TAYLOR, TEXAS**

BY: \_\_\_\_\_  
City Manager, City of Taylor

ATTEST:

\_\_\_\_\_  
City Secretary

**EXECUTED** on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**SRE PROMOTIONS, LLC**

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

Its:

DRAFT

# 7TH ANNUAL MAIN STREET CAR SHOW

in Historic Downtown Taylor, TX October 26, 2019  
10 am – 4 pm

Become one of our elite sponsors! Last year the Main Street Car Show registered more than **300 vehicles and awarded 20+ category trophies.**

This year's beneficiaries are:

**Good Life Taylor – Percussion Park & the City of Taylor – Main Street Project**

## 2019 SPONSORSHIPS

### GOLD SPONSOR — \$5000

- On-site banners, primary stage signage, trophy presentation
- Acknowledgment in all pre-and post-event marketing
- Prominent placement in event wrap video and photography
- Social media promotion to more than 50 websites
- Acknowledgment from the main stage
- Literature in gift bags
- Booth space

### SILVER SPONSOR — \$2500

- On-site banners and stage signage
- Placement in event wrap video and photography
- Social media promotion
- Acknowledgement from the main stage
- Literature in gift bags
- Booth space

### BRONZE SPONSOR — \$1000

- On-site banners
- Placement in event wrap video and photography
- Social media promotion
- Acknowledgement from the main stage
- Literature in gift bags
- Booth space

### ALUMINIUM SPONSOR — \$500

- Social media promotion
- Acknowledgement from the main stage
- Literature in gift bags
- Booth space

We also welcome door prizes from local businesses.  
Please contact Brad Duncan at 616-698-7500  
or email [bduncan@stilesmachinery.com](mailto:bduncan@stilesmachinery.com).

