

STATE OF TEXAS
COUNTY OF DALLAS

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CONTRACT FOR SERVICES

This Contract for Services (hereinafter referred to as the "Contract" or the "Agreement") is made and entered into as of the _____ day of _____, 2015 by and between the Town of Addison, Texas (the "City") and The Shakespeare Festival of Dallas ("Shakespeare Dallas") for the City's sponsorship of the "Shakespeare in the Park" that is to be held in annually in Addison Circle Park in October 2015 and October 2016 (the City and Shakespeare Dallas are sometimes referred to herein together as the "parties" and individually as a "party").

WITNESSETH:

WHEREAS, Shakespeare Dallas is a private, non-profit corporation established under the laws of the State of Texas for the purpose of promoting the cultural enrichment of the community through live, professional theatrical productions of superior quality based on the works of William Shakespeare; and

WHEREAS, Shakespeare Dallas' productions and work attract tourists to and encourages tourism in the City, and the City has an interest in attracting such tourists and promoting tourism to the area in order to receive the economic benefits associated therewith; and

WHEREAS, it is the City's desire to encourage and promote the arts, including visual, theatrical and musical arts; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts, and desires to encourage and promote the arts through the execution of this Contract for Services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and Shakespeare Dallas do hereby contract, covenant and agree as follows:

I. TERM

The term of this Contract and Agreement shall be from January 1, 2015 through December 31, 2016, subject to the termination provisions of this Contract.

II. SERVICES

A. Shakespeare Dallas shall conduct and present a production entitled "King Lear" (the "Show") within the City on October 1-4 and 7-11, 2015 in accordance and compliance with the terms and conditions hereof and all laws, ordinances, rules, regulations, standards, guidelines, and policies of the City or any other governmental authority having jurisdiction over the Show. The Show shall be conducted within the Bowl area of Addison Circle Park located within the Addison Arts & Events District (the "Show Site").

A similar production will be held in 2016 with dates and production titles (also a "Show" for purposes of this Contract) mutually approved by the City and Shakespeare Dallas no later than November 15, 2015 for the 2016 production.

B. In connection with its conducting and presenting the Show held annually, Shakespeare Dallas shall provide the City with the following:

- (a) A listing of the City logo as a sponsor of the Show on collateral pieces, including but not limited to posters, fliers, invitations, admission passes, tickets, brochures, programs, etc.
- (b) A listing of the City logo as a sponsor of the Show on all print, broadcast, outdoor and electronic advertising, including but not limited to newspaper ads, magazine ads, radio ads, billboards, newsletters, web communications, etc.
- (c) A listing of the City as a sponsor of the Show in all press releases, and other communications regarding the Show.
- (d) A listing of the City logo as a sponsor on all street banners and signs in connection with the Show.
- (d) The inclusion of the Addison logo on the Shakespeare Dallas web site (www.shakespearedallas.org) or any other web site of Shakespeare Dallas and links to the City's websites (www.addisontexas.net).
- (e) Provide recognition of the Town of Addison from the stage at the Show.
- (f) Provide the City with placement of one banner display at the Show.
- (g) Provide the City with one full-page advertisement in the Shakespeare Dallas Playbill.
- (h) Provide the City with fifty (50) complimentary VIP admission and parking passes.
- (i) Submit detailed financial statements and program results to the City within thirty (30) days after the end of Show listing the expenditures made by Shakespeare Dallas with the revenues received pursuant to this Contract.
- (j) Payment of all fees including but not limited to City services, electrical service, rental equipment and services, site preparation materials and Pavilion cleaning fees.

With respect to the banner and advertisement described above, the City shall submit to Shakespeare Dallas the form and content of the same for its review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event Shakespeare Dallas fails to disapprove (with specific comments regarding the reason(s) for such disapproval) such banner and advertisement within five (5) days after the same is submitted (or resubmitted after modifications, as the case may be) to Shakespeare Dallas, such banner and advertisement shall be deemed approved. The parties agree that the type of banners and advertisement provided for this same or similar event in the Town of Addison in years prior to this Agreement are acceptable.

C. The City shall provide to Shakespeare Dallas the following:

- (a) Compensation as outlined in Section III below (subject, however, to the City's annual budgeting and appropriation of funds to pay such compensation as determined by the City in its sole discretion).
- (b) Display of banner(s) (as approved by the City, in the City's sole discretion, and subject to availability) across Belt Line Road advertising the Show. Such banner(s) shall be supplied by Shakespeare Dallas to the City no later than September 28, 2015 for display on September 29, 2015 through October 12, 2015. Display dates for the 2016 production will be determined by the City by January 1, 2016 for the 2016 production.
- (c) Assistance with marketing and promotions, including but not limited to the following:
 - i. Listing on the City's website (www.addisontexas.net) with link to Shakespeare Dallas' website (www.shakespearedallas.org).
 - ii. Flier (provided by Shakespeare Dallas) insertion in the City's September 2015 and 2016 utility statements, subject to availability and to the City's review and approval.
- (d) Provide Shakespeare Dallas with the Show Site for conducting the Show, provided Shakespeare Dallas has complied with the terms and conditions of this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Shakespeare in the Park in October 2015 as described herein, the City shall pay Shakespeare Dallas the sum of Forty-Six Thousand, Five Hundred and No/100 Dollars (\$46,500.00). Such sum shall be paid in three installments: the first in the amount of \$15,500.00 payable by February 6, 2015; the second in the amount of \$15,500 payable by October 9, 2015; and the third in the amount of \$15,500 payable upon completion of the Show and Show marketing and performance reports are received by the City.

For the operation and provision of the services, projects and programs of Shakespeare in the Park in October 2016 as described herein, the City shall pay Shakespeare Dallas the sum of Forty-Six Thousand, Five Hundred and No/100 Dollars (\$46,500.00). Such sum shall be paid in three installments: the first in the amount of \$15,500.00 payable by February 5, 2016; the second in the amount of \$15,500 payable by October 7, 2016; and the third in the amount of \$15,500 payable upon completion of the Show and Show marketing and performance reports are received by the City.

Notwithstanding the above or any other provision of this Agreement, all such compensation and any other payments (if any) by the City under this Agreement are subject to the annual budgeting and appropriation of funds by the City to pay such compensation and to make such payments (if any) in its sole and absolute discretion.

IV. ASSUMPTION OF RESPONSIBILITY AND RISK; SHOW CANCELLATION

In connection with the Show and this Contract and for the consideration set forth in this Agreement, **Shakespeare Dallas agrees to assume and does hereby assume all responsibility and liability for any and all damages or injuries of whatsoever kind or**

nature sustained by any person or property, whether real or asserted, by or from the performance of services (as described in subsections A. and B. of Section II, above) hereunder by, or any act or omission of, Shakespeare Dallas, its officials, officers, employees, agents, contractors, subcontractors, concessionaires, invitees, guests, or any other person acting by, through, or under the authority or direction of Shakespeare Dallas (together, "Responsible Parties"). Addison assumes, and shall have, no responsibility for any property placed by the Responsible Parties or any of them on the Show premises or the Show Site, and Shakespeare Dallas hereby RELEASES the City, its elected and appointed officials, its officers, employees, representatives, volunteers, and agents from any and all claims or liabilities of any kind or nature whatsoever for any loss, injury or damages whatsoever to persons or property that are sustained by reason of the occupancy of the Show Site under this Agreement.

Further, for the consideration set forth in this Agreement, Shakespeare Dallas does agree TO AND ASSUME ANY AND ALL RISKS with respect to any loss, harm, injury (including death), accident, incident, action, occurrence or activity which may occur in connection with the Show, and does hereby RELEASE, WAIVE, ACQUIT, AND FOREVER DISCHARGE the Town of Addison, Texas and the elected and appointed officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected and appointed officials, the officers, employees, agents, representatives, and volunteers of the Town of Addison being each an "Addison Person" and collectively the "Addison Persons") from, and do COVENANT NOT TO SUE the Addison Persons (or any of them) for, any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, actions, causes of action, fees, fines, penalties, expenses, or costs (including, without limitation, attorneys fees and court costs) whatsoever for or related to any illness or injury of any kind or nature whatsoever (including, without limitation, death), or any damage to or destruction of any property, or any other harm or loss whatsoever, (collectively, "Claims"), which Shakespeare Dallas or any of its officials, officers, employees, representatives, volunteers, agents, contractors, licensees, or invitees may sustain or suffer in connection with or related to the production and the use and occupancy of the Event Site, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CLAIMS WHICH ARISE FROM, OR ARE ALLEGED OR FOUND TO HAVE BEEN CAUSED BY, IN WHOLE OR IN PART, THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. Further, without limiting any other provision of this Contract, Shakespeare Dallas shall DEFEND, INDEMNIFY, AND HOLD HARMLESS the Town of Addison, Texas and all other Addison Persons from any such Claims.

Should the Show be postponed or canceled due to an Act of God, public safety, public welfare consideration, or for any other reason whatsoever, as may be determined by the City in its sole discretion and opinion, Shakespeare Dallas hereby RELEASES the City, its officials, officer, employees and agents from any and all liability and claims for damages (including consequential damages) or injuries of any kind whatsoever which result from such postponement or cancellation. In addition, neither party to this Contract shall be liable for damages caused by delay or failure to perform hereunder when such delay or failure to perform is due to terrorism, fire, acts of God, national emergency, war, civil disorder, labor dispute, inclement weather, any unavoidable casualties, or any causes beyond their respective control.

The provisions of this Section IV shall survive the termination or expiration of this Contract.

IV-A. SHAKESPEARE DALLAS' DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATION

A. For the consideration set forth in this Agreement, Shakespeare Dallas covenants and agrees to FULLY DEFEND, INDEMNIFY AND HOLD HARMLESS the Town of Addison, Texas and the elected and appointed officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town of Addison, Texas and the elected and appointed officials, the officers, employees, representatives, and volunteers of the Town of Addison, Texas being each an "Addison Person" and collectively the "Addison Persons"), from and against any and all claims, liability, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the City or any other Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (1) the work and services of Shakespeare Dallas as set forth in subsections A. and B. of Section II of this Agreement, (2) representations or warranties by Shakespeare Dallas under this Agreement, and/or (3) any other act or omission under or in performance of this Agreement by Shakespeare Dallas, or any owner, officer, director, manager, employee, agent, representative, consultant, contractor, subcontractor, licensee, or concessionaire of Shakespeare Dallas, or any other person or entity for whom Shakespeare Dallas is legally responsible, and their respective owners, officers, managers, employees, directors, agents, representatives, consultants, contractors, subcontractors, licensees, and concessionaires (collectively, "Shakespeare Dallas Persons"). SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND. However, Shakespeare Dallas' liability under this clause shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Shakespeare Dallas' liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss.

B. Shakespeare Dallas shall promptly advise the Town of Addison in writing of any claim or demand against any Addison Person, Shakespeare Dallas, or any Shakespeare Dallas Person related to or arising out of Shakespeare Dallas's activities under this Agreement, and shall see to the investigation and defense of such claim or demand at Shakespeare Dallas's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and at own expense, to participate in such defense without relieving Shakespeare Dallas of any of its obligations hereunder.

C. The provisions of this defense, indemnity, and hold harmless obligation shall survive the termination or expiration of this Agreement.

D. Shakespeare Dallas agrees to reimburse the City for all sums which the City may pay or may be paid on behalf of the City or which the City may be compelled to pay in settlement of any Claims, including without limitation any claim under the provisions of any workers compensation law or other similar law, or under any plan for employee benefits which the City may have or adopt. The provisions of this paragraph shall survive the termination or expiration of this Contract.

V. INSURANCE

Shakespeare Dallas shall carry insurance, throughout the length and term of this Contract, with responsible insurance companies qualified to do business in the State of Texas, in the types and minimum amounts set forth in Section 67-16 of the Code of Ordinances of the City, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein (with the addition that the requirement for commercial general liability shall also include coverage for death); provided, however, that the City Manager may waive the requirement of any of such insurance where, in the sole opinion of the Manager, such insurance is not necessary to cover or protect a function or purpose of this Agreement. Certified copies of all such policies shall be delivered to the City no later than September 4 in years 2013, and 2014.

VI. TERMINATION

This Contract may be canceled and terminated by either party hereto for any reason or for no reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address of the party to whom the notice is sent that is shown on the records of the party terminating the Contract. The thirty (30) days period shall commence upon deposit of the said notice in the United States mail and shall conclude at the end of the 30th day following the date of such deposit. Therefore, the thirty-first day (31st) shall be deemed the "termination day" for the purposes of determining any refund that is due to the City.

In the event of such cancellation and termination and if Shakespeare Dallas has failed at the time of such cancellation and termination to provide in each applicable year all of the services set forth herein, Shakespeare Dallas shall promptly refund to the City a portion of funds paid to Shakespeare Dallas under the terms of this Contract in accordance with the following:

A. Regarding the initial payment of \$15,500 (the "initial annual payment") in each applicable year, if the then applicable show (e.g., *King Lear* for 2015) is canceled or this Contract is terminated and the termination day falls during the month of:

February of the applicable year, Shakespeare Dallas shall refund to the City the entire initial annual payment;

March of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$13,562.50;

April of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$11,625.00;

May of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$9,687.50

June of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$7,750.00;

July of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$5,812.50;

August of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$3,875.00;

September of the applicable year, Shakespeare Dallas shall refund to the City the sum of \$1,937.50.

B. Regarding any payment by the City under or pursuant to this Contract following the initial annual payment, if the then applicable show is either not performed or not performed on all dates set forth in this Contract, or if this Contract is terminated following the making of any such payment, Shakespeare Dallas shall refund to the City a portion of such payment equal to (i) the number of shows not performed, (ii) divided by the number of shows which should have been performed pursuant to this Contract, (iii) times the amount of such payment. For example:

(1) if the City has paid the sum of \$15,500.00 following the initial annual payment, and if the applicable show for 2015 (*King Lear*) is canceled in its entirety so that none of the performances set forth in this Contract (9 of them as set forth in Section II.A. of this Contract) are given, Shakespeare Dallas shall refund to the City the sum of as follows: 9 shows not performed / 9 shows that should have been performed X (times) \$15,500.00, or \$15,500.00.

(2) if the City has paid the sum of \$15,500.00 following the initial annual payment, and if the applicable show for 2015 (*King Lear*) is canceled in part so that only 4 of the performances set forth in this Contract (9 of them as set forth in Section II.A. of this Contract) are given, Shakespeare Dallas shall refund to the City the sum of as follows: 5 shows not performed / (divided by) 9 shows that should have been performed X (times) \$15,500.00, or \$8,611.11.

All refund or repayments shall be made not later than ten (10) days following demand by the City for the same or on the last day of the month that encompasses the termination day, whichever day occurs sooner. This refund or repayment obligation shall survive the termination or expiration of this Contract.

VII. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business.

(b) For purposes of this section, “benefit” means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VIII. ACCOUNTING

Prior to adopting its annual budget, Shakespeare Dallas shall submit for the City’s review a budget showing the use of the City’s funds provided pursuant to this Contract, and Shakespeare Dallas shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Shakespeare Dallas from the funds provided by the City. The approval of Shakespeare Dallas’s annual budget creates a fiduciary duty in Shakespeare Dallas with respect to the funds provided by the City under this Contract.

Funds received hereunder from the City may be spent for day-to-day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Shakespeare Dallas shall maintain complete and accurate financial records of all of its revenues, including, without limitation, expenditure of revenue received pursuant to this Contract. By the thirtieth (30th) day after the close of the Show, Shakespeare Dallas shall provide the City a detailed financial report for the Show, in form and content acceptable to the City, listing the expenditures made by Shakespeare Dallas of the funds paid to Shakespeare Dallas under this Agreement. The City shall have the right to audit the books and records of Shakespeare Dallas relating to this Contract and the services provided by Shakespeare Dallas hereunder upon providing Shakespeare Dallas with ten (10) days prior notice thereof, and for that purpose Shakespeare Dallas shall provide all of such books and records for such audit at its offices located at the address set forth below in Section XX, Notices.

IX. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Shakespeare Dallas is that of independent contractor, and the City and Shakespeare Dallas by the execution of this Contract do not change the independent status of Shakespeare Dallas. No term or provision of this Contract or action by Shakespeare Dallas in the performance of this Contract shall be construed as making Shakespeare Dallas the agent, servant or employee of the City, and nothing herein shall be construed to create a partnership, joint venture, joint enterprise, or agency relationship between the parties hereto.

X. NON-ASSIGNABILITY

Shakespeare Dallas may not and shall have no authority to assign, transfer, sell, pledge, or otherwise convey this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City. Any such assignment, transfer, sale, pledge, or other conveyance in violation hereof shall entitle the City to immediately terminate this Contract, and upon such termination all funds paid to Shakespeare Dallas shall be promptly reimbursed to the City.

XI. NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract shall be deemed to constitute that the City and Shakespeare Dallas are partners or joint venturers with each other, or to constitute a joint enterprise.

XII. COPYRIGHT; MARKS

Shakespeare Dallas assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Shakespeare Dallas', transmissions or broadcasts, and Shakespeare Dallas, without limiting any other indemnity given by Shakespeare Dallas as set forth herein, agrees to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** the City, its officials, officers, employees, and agents, for any liability, claims or damages (including but not limited to court costs and reasonable attorney's fees) growing out of Shakespeare Dallas's infringement or violation of any statute, treaty term or regulation applicable to intellectual property rights, including but not limited to copyrights.

In connection with the Show, each party grants to the other party a non-exclusive, non-transferable, royalty-free right and license to reproduce, publish and display, in accordance with and subject to the terms and conditions of this Contract and solely for the limited purposes set forth herein, the party's trademarks, service marks, logos, or other content (together, "Marks") provided in connection with advertising of the Show as described herein. Such reproduction, publication, display or use shall be subject to the approval of the party which is the owner of the Logos. Except for the express license rights granted herein, all right, title and interest in and to the Marks shall remain in the respective party who owns the Marks. Neither party hereto shall copy, distribute, reproduce, display, or use any Marks except as expressly permitted under this Agreement. Each party hereto acknowledges the other party's rights and interests in and to such other party's Marks and agrees not to claim any right, title or interest in or to such Marks or to at any time challenge such other party's rights in or to such Marks for any reason whatsoever. All use of either party's Marks or the goodwill generated thereby shall inure to the benefit of the respective party which owns such Marks.

Each party hereto represents that its execution and delivery of this Agreement, and its performance hereunder, will not violate or conflict with (i) any other contract or agreement to which it is a party, or (ii) the intellectual property rights or other rights of any third party.

XIII. NON-DISCRIMINATION

During the term of this Contract, Shakespeare Dallas agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIV. LEGAL COMPLIANCE

Shakespeare Dallas shall observe and abide by all applicable federal laws, state statutes and the Charter and Ordinances of the City, and all rules and regulations of any lawful regulatory body acting thereunder in connection with the services performed.

XV. APPLICABLE LAWS

This Contract is made subject to the provisions of the Charter and ordinances of the City, as amended, and all applicable state and federal laws.

XVI. VENUE

Venue for any action or claim brought on or under this Contract shall lie exclusively in Dallas County, Texas.

XVII. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVIII. GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Texas, without regard to choice of law rules of any jurisdiction.

XIX. NO WAIVER; SURVIVABILITY; NO THIRD PARTY BENEFICIARIES

The failure by either party to exercise any right, power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law. Any rights, remedies, duties, or obligations either party may have with respect to the other arising out of the performance of or in connection with this Contract shall survive the cancellation, expiration or termination of this Contract.

This Contract is solely for the benefit of the parties hereto and is not intended and shall not be construed to create or to grant any rights, duties, or obligations, contractual or otherwise, to any third person or entity.

XX. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Shakespeare Dallas agree to provide the other with written notification within five (5) days, if the address, provided below, is changed. Mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the fifth (5th) day after mailing.

The City's address:

Assistant City Manager
Town of Addison

Shakespeare Dallas' address:

Executive and Artistic Director
Shakespeare Dallas

Post Office Box 9010
Addison, Texas 75001-9010

3630 Harry Hines Blvd., 4th Floor
Dallas, Texas 75219

XXI. LEGAL CONSTRUCTION; SEVERABILITY

The terms of this Contract are severable, and if any article, clause, paragraph, section or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties shall seek to negotiate the addition to this Agreement of another provision that would be permitted that is as close to the intent of the original provision as possible.

This Agreement is the joint product of Shakespeare Dallas and the City, and each provision has been subject to the mutual consultation, negotiation, and agreement of Consultant and Client, and will not be construed for or against any party. Article and section headings are for convenience only and shall not be used in interpretation of this Agreement. For purposes of this Agreement, "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

XXII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XXIII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the City and Shakespeare Dallas and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and Shakespeare Dallas

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**THE SHAKESPEARE FESTIVAL OF
DALLAS**

By: _____
Chris Terry, Assistant City Manager

By: _____

Its: _____