

AGREEMENT FOR USE OF FACILITIES

This Agreement for using Paul Hopkins Park grounds is entered into between Galveston County, acting by and through Commissioners' Court (the "County") and the Dickinson Festival of Lights Society, Inc. ("Contractor"). It is effective September 26th, 2025.

1. Purpose

1.1 This agreement grants exclusive use rights of the Paul Hopkins Park grounds to the Contractor for holding the Festival of Lights Society, Inc., on September 26th, 2025 – January 31st, 2026. It also permits the Contractor to use the Paul Hopkins Park grounds non-exclusively for event setup during the last full weekend of September, and the entire month of October and November. It also permits breakdown of the event the entire month of January each year for the duration of the agreement term.

2. Term

2.1 This agreement begins the last full weekend of September 2025 through January 31st, 2026.

3. Conditions

3.1 Contractor acknowledges that it is bound by the Galveston County Parks Department Facility Permit Policy, approved as revised by the Commissioners' Court, January 11th, 2021, and any future amendments or revisions to that policy that are made during the term of this agreement. Contractor is subject to third party liability insurance requirements under article 3.3.1 (See attached Exhibit "A").

3.2 Electrical

- a) The attached identifies the electrical panel box location and electrical pull boxes E1, E2, and E3 (see attached Exhibit "B").
- b) Electrical lines are buried 24 inches below grade (See attached Exhibit "B- East").
- c) Electrical lines are buried 24 inches below grade (See attached Exhibit "C – West").
- d) Park representatives will meet with Contractor annually on site prior to the event for a walk thru damage assessment.
- e) A FEMA mitigation project took place and elevated all electrical boxes on platforms.

3.3 Exhibit "D" acknowledges the Contractor's set concession pricing for beverages, food, artifacts, and decorations.

3.4 Additional Permit Uses

- a) The Contractor is also authorized to place 4 portable metal storage buildings within the Park for the sole purpose of storing its own supplies, equipment, and materials on a TEMPORARY basis. The buildings may only be in the Park during the designated times the park will be closed for the festival beginning the last full weekend in September through the last day of January. The building will be located at a site mutually agreeable to the parties. The buildings will be installed and removed by the Dickinson Festival of Lights Society, Inc. at no cost to the County. The County's Director of Parks is designated to act on behalf of the County with regard to these buildings. Buildings will be painted to blend into the surroundings with a color approved by the County Director of Parks or their representative.
- b) The Concession/Ticket Buildings may be brought in no earlier than the last full weekend of September and removed by January 31st of each year, weather permitting, or as soon as possible to minimize the damage to Park grounds. The Concession/Ticket Buildings will be removed by the Contractor and the grounds restored to original or better condition upon written request of the Director of Parks.
- c) The Contractor will restore the park back to its original state after the festival is over.

4. Fees and Consideration

4.1 Based on the County's Park User Fee policy the current user fee for Paul Hopkins Park is as follows:

| | | |
|----------------|-------------------------------------|-----------------|
| a) Set-up | \$70/day = 63 days x \$70 = | \$4,410 |
| Break-down | \$70/day = 32 days x \$70 = | \$2,240 |
| Attendance | <u>\$575/day = 33 days x \$575=</u> | <u>\$18,975</u> |
| Total User Fee | | \$ 25,625 |

- b) The County will contribute \$25,625 to cover the Park User Fee amount to comply with County Policy.
- c) Totals above will be subject to yearly adjustments consistent with County's Park User Fee and days of use by Contractor.

4.2 For and in consideration of the County's contribution of the Park User Fee to Contractor, Contractor shall:

- a) Operate a Festival of Lights program that presents decorative light displays;
- b) Offer free public admission to the Festival of Lights program;

- c) Recognize Galveston County's sponsorship of the Festival of Lights, in the amount of the Park user Fee, in all event advertising, communications or promotional material that mentions event sponsors; and
- d) Permit the County to erect two (2) sponsorship signs on Paul Hopkins Park grounds during Festival of Lights event and setup.

5. Termination

5.1 Either party reserves the right to cancel this agreement for necessity or convenience. The party desiring cancellation for necessity must provide the other party with 10 business day written notice, if reasonably possible, or as much notice as reasonably possible based on the type of necessity. The party desiring cancellation for the convenience must provide the other party with at least 90 calendar days written notice.

6. Communication

6.1 The parties agree to mail, email, fax all communication to the following addresses, unless another address, email, or fax number is provided in writing by either party:

| | |
|--|---|
| COUNTY: | Contractor: |
| Director | Secretary |
| Galveston County | Dickinson Festival of Lights Society, Inc |
| Department of Parks & Cultural Services | P.O. Box 184 |
| 4102 Main St. (FM 519) | Dickinson, TX 77539 |
| La Marque, TX 77568 | Fax 281-309-9778 |
| Fax 409-621-7986 | |
| Phone 409-934-8101 | |
| Julie.Walker@galvestoncountytexas.gov | |

7. Miscellaneous

- 7.1 This agreement including Exhibits A, B, C and D constitute the entire agreement between the parties. No oral representations made prior to after this agreement's execution will have any force and effect unless they are reduced to writing.
- 7.2 This agreement may be modified or amended upon the parties' mutual consent evidenced in writing.
- 7.3 No waiver by the County of any default in performance by the Contractor in the past will constitute a waiver of any subsequent default.
- 7.4 Any invalidity of any part of this agreement will not cause the remaining parts to be invalid.

7.5 This agreement is governed by the laws of Texas. Venue shall be exclusively in Galveston County, TX.

7.6 The following deliverables must be met by the Contractor:

- a) With more than 55,000 people attending each year, the Festival of Lights will create a positive economic impact not only to the city of Dickinson, but also the Galveston County and cities located around Dickinson and bring tourism into Dickinson and Galveston County.
- b) Since the Festival is funded by donations, it will provide a free holiday event for all people to enjoy, regardless of their economic status.
- c) Continue to bring community groups together to work on the project in a show of Community pride and provide an opportunity for Junior High and High School students to get community service hours.
- d) Continue to create a tradition of families and friends coming together in a common, friendly area to celebrate the Christmas season.
- e) Continue to provide an opportunity for off duty Police personnel to make extra Christmas money while working close to home in their own community.
- f) Continue to provide an opportunity for DISD Transportation Department drivers to make extra money while working in their community and provide services for their friends and families.

Executed by Galveston County this the 7th day of July, 2025.

Galveston County

By: 

Mark A. Henry
County Judge



Festival of Lights Society, Inc

By: 
Ken Suderman

President, Dickinson Festival of Lights

Attest: 

Charles Suderman
Secretary, Dickinson Festival of Lights

Date of Execution: July 7, 2025



Exhibit A

Insurance Requirements

Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00);
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- Alcohol - If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Certificate Holder:

The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured Required:

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies).

General requirements:

- Insurance is to be placed with insurers having a Best rating of no less than A.
- The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses.
- The insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The County reserves the right to pursue other remedies permitted by law or in equity.
- In no event shall the County be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

EAST PAUL HOPKINS PARK

FESTIVAL OF LIGHTS

September 2008

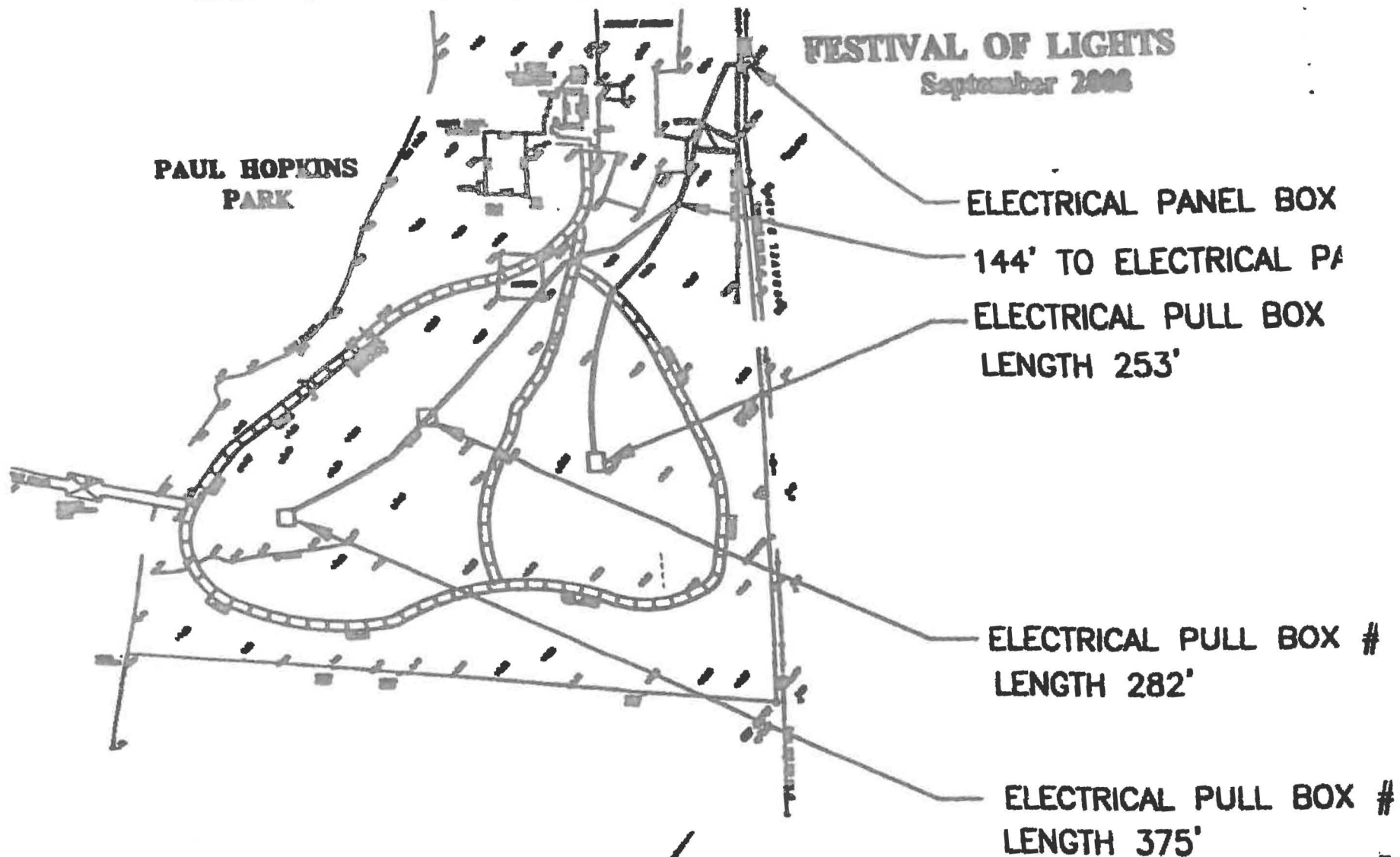
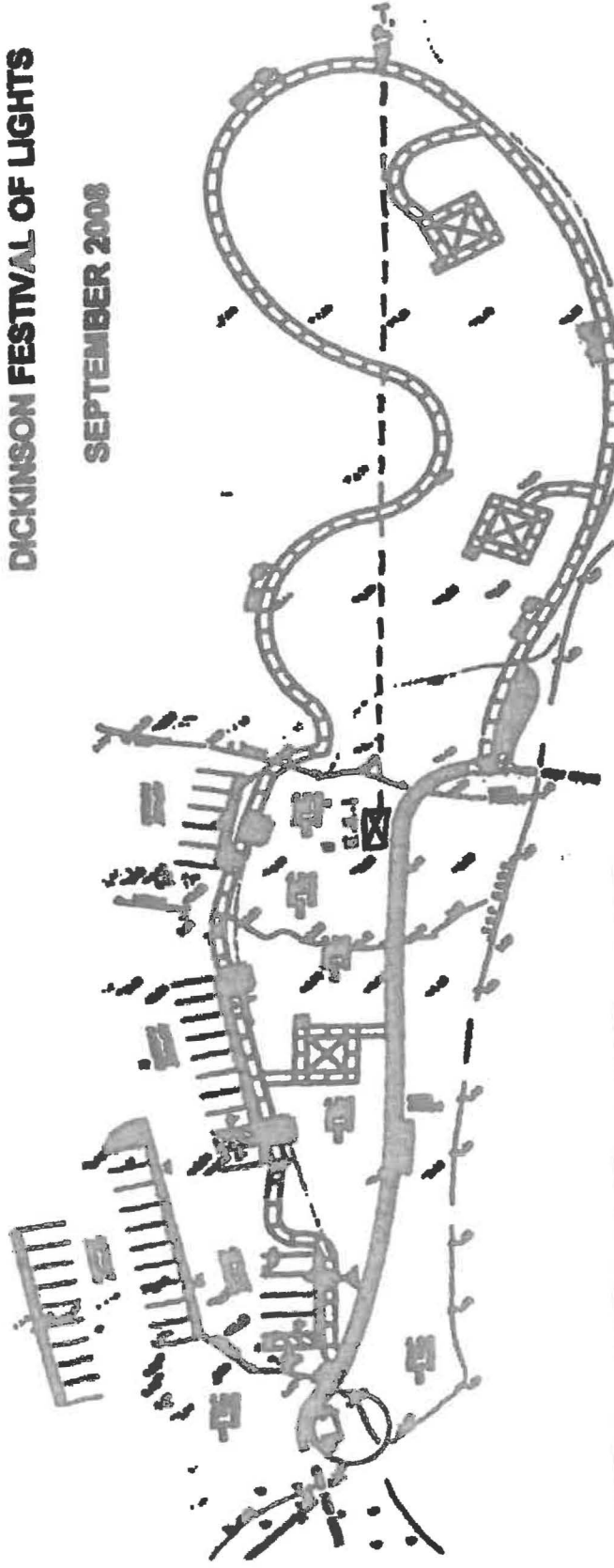


Exhibit B

NOTE: ALL ELECTRICAL LINE
ARE 24" BELOW GRADE

EXHIBIT C WEST PAUL HOPKINS PARK
DICKINSON FESTIVAL OF LIGHTS
SEPTEMBER 2008



KEYS TO SYMBOLS
E.P.1 ELECTRICAL POLE & PANEL
E.E.1 ELECTRICAL ENCLOSURE
— ELECTRICAL LINES 24" BELOW GRADE



Exhibit D
Dickinson Festival of Lights

P. O. Box 184, Dickinson, TX 77539

(281) 337 2795

Fax (281) 309-9778



DICKINSON FESTIVAL OF LIGHTS
CONCESSION STAND PRICING
2014

| ITEM | PRICE |
|----------------------------|--------|
| POPCORN | \$1.00 |
| CANDY | \$1.00 |
| CHIPS | \$1.00 |
| COFFEE | \$1.00 |
| HOT CHOCOLATE | \$1.00 |
| PICKLES | \$1.00 |
| SOFT DRINKS | \$1.00 |
| WATER | \$1.00 |
| HOT DOGS | \$1.00 |
| HOT DOG W/ CHEESE OR CHILE | \$2.00 |
| HOT DOG W/CHEESE AND CHILE | \$3.00 |
| NACHOS | \$2.00 |
| FRITO PIE | \$3.00 |
| SAUSAGE ON A STICK | \$4.00 |
| | |
| PICTURE WITH SANTA | |
| WITH OUR DIGITAL CAMERA | \$5.00 |
| WITH YOUR PERSONAL CAMERA | FREE |
| | |
| DECORATE A COOKIE | \$1.00 |