

WINTER WONDERLAND SERVICES AGREEMENT

This **Winter Wonderland Services Agreement** (“**Agreement**”) is entered into effective as of _____, (the “**Effective Date**”), by and between the **City of Dripping Springs, Texas**, a Texas general law municipality (the “**City**”), and **IRA Rinks South, LLC, d/b/a Ice Rink Events** (the “**Contractor**”). The City and Contractor may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

Recitals

- A. The City desires to obtain equipment rental, installation, maintenance support, professional services, and removal services for a temporary holiday-season ice skating rink at Dripping Springs Ranch Park for the 2026-2027 season.
- B. Contractor represents that it has the skill, experience, personnel, equipment, materials, insurance, licenses, and resources necessary to perform the Agreement.
- C. Contractor submitted a service proposal dated May 23, 2026 for the Dripping Springs holiday ice rink project, including an optional ice bumper car attraction. The City accepts the proposal only to the extent expressly incorporated into this Agreement and only for scope, schedule, pricing, equipment, and project-detail purposes. The Parties acknowledge that prior City ice rink agreements involved IRE Crown Rinks, LLC and IRA Rinks South, LLC, including an assignment and assumption transaction for prior-season contract rights and obligations; this Agreement is a new agreement for the 2026-2027 season and supersedes prior agreements for the subject matter of this Agreement except to the extent a prior obligation expressly survives by its terms.
- D. The Parties intend for this Agreement to provide City-appropriate terms, protect public funds, preserve the City’s governmental discretion and legal protections, and subordinate any Contractor quote, proposal, invoice, online term, or other vendor document to this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Services and Scope of Work

1.1 Engagement

The City engages Contractor to provide the equipment, installation, maintenance support, professional services, and removal services necessary for a temporary holiday-season ice skating rink at **Dripping Springs Ranch Park** for the 2026-2027 season, together with related goods, equipment, services, and work described in this Agreement (the **Services or Work**).

1.2 Project Site

The Services and Work shall be performed at **Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs, Texas 78620**, or at such other City-authorized location as the City approves in writing.

1.3 Base Rink Scope

Contractor shall provide the equipment, services, supervision, labor, and support necessary to install, support, and remove a temporary ice skating rink. The base rink scope includes, at minimum:

1. project management and advance coordination with the City and other third-party vendors;
2. pre-event design services;
3. ongoing professional support services and visits during the event;
4. dasher board railing system;
5. modular rink piping grid system;
6. refrigeration system, pumps, hoses, and expansion tank;
7. ice maintenance equipment and ice resurfacers;
8. new rental ice skates and racks, cleaned, sharpened, and ready to skate;
9. skate aids;
10. general carpentry and finish-out of rink perimeter;
11. framed cover over rink header and grey-black turf carpet to finish the rink perimeter/deck;
12. rubber floor mats for skate change area; and
13. professional supervision and all general labor for installation and removal.

1.4 Estimated Rink Size

The estimated rink size is approximately **60 feet by 120 feet**. Any material change in rink size, location, site footprint, utility requirements, operating assumptions, price, or schedule must be approved in writing by the City.

1.5 Contractor Furnishing Obligation

Except for City responsibilities expressly stated in this Agreement, Contractor shall furnish all labor, supervision, personnel, materials, supplies, equipment, tools, transportation, licenses, permits, insurance, coordination, incidentals, and services necessary or customarily required to perform the Services and Work, whether or not expressly identified as a separate pay item.

1.6 Schedule

Contractor shall perform the Services and Work according to the following anticipated schedule:

Project Phase	Anticipated Dates
Installation	November 23, 2026 through November 27, 2026
Public operating season	November 27, 2026 through January 5, 2027
Removal	January 6, 2027 through January 12, 2027

Time is of the essence for installation, operating-season support, and removal. Contractor shall promptly notify the City of any condition that may affect timely installation, opening, operation, support, or removal.

1.7 City Responsibilities

The City shall be responsible for the following, subject to City budget, staffing, facility, and operational discretion:

1. providing the same power made available for the 2025-2026 season for the ice rink;
2. providing the same footprint and level site made available for the 2025-2026 season;
3. providing an allowance for chiller placement in close proximity to the electrical connection;
4. providing a continuous water supply immediately adjacent to the ice resurfacers for setup and daily operation;
5. providing a forklift for installation and removal;
6. providing holiday decorations and lighting as desired by the City;
7. providing ambient lighting as needed;
8. providing a sound/P.A. system for music entertainment and announcements, if desired by the City;
9. providing an enclosed tent or kiosk for skate-rental operations;
10. providing general security presence;
11. coordinating required permits and licenses, with Contractor to reasonably assist the City;
12. providing signs and graphics, using Contractor-provided text as approved by the City;
13. providing two double-bed hotel rooms for Contractor's installation and removal periods, if approved by the City and included within the Payment Cap or separately authorized in writing; and
14. providing event operations and management, except for Contractor's rink-equipment, installation, support, and removal obligations expressly stated in this Agreement.

1.8 Optional Ice Bumper Car Services

The City may, in its sole discretion, elect to add an optional ice bumper car attraction consisting of rental of ten (10) ice bumper cars, freight, delivery, and related support (the **Optional Bumper Car Services**). The Optional Bumper Car Services are not included in the Base Contract Price and are not authorized unless and until the City issues a written notice, amendment, change order, purchase order, or other written authorization signed by an authorized City representative and approved as required by law and City policy.

If the City authorizes the Optional Bumper Car Services, Contractor shall provide ten (10) ice bumper cars at a daily rental rate of **\$1,400 per operating day**, plus freight not to exceed **\$3,800** unless otherwise approved in advance in writing by the City. The City may determine the operating dates, hours, and duration for the Optional Bumper Car Services. The City may elect fewer operating days than the full rink operating season.

1.9 Additional City Responsibilities if Bumper Cars Are Authorized

If the City authorizes the Optional Bumper Car Services, the City shall provide, subject to operational feasibility and written coordination with Contractor:

1. 110-volt power for ice bumper car chargers; and
2. reasonable access to the rink and storage area for the ice bumper cars.

1.10 Attachments

The following attachments are incorporated into this Agreement only to the extent expressly stated and only to the extent they do not conflict with this Agreement:

1. Attachment A - Scope of Work and Contractor Proposal; and
2. Attachment B - Insurance Requirements.

1.11 Contractor Proposal Limited Incorporation

Contractor's proposal, quote, estimate, bid, statement of work, or other Contractor document is incorporated solely to describe the accepted scope, pricing, schedule, equipment, specifications, or factual project details. No legal, risk-allocation, payment, limitation-of-liability, indemnity, venue, arbitration, warranty-disclaimer, confidentiality, online, or other vendor term is incorporated unless expressly stated in this Agreement or in a written amendment signed by an authorized City representative and approved as required by law and City policy.

2. Performance Requirements

2.1 Standard of Care

Contractor shall perform the Services and Work in a timely, safe, courteous, professional, and workmanlike manner consistent with applicable law, the Contract Documents, City policies applicable to the project, and the degree of care, skill, diligence, judgment, and quality ordinarily exercised by qualified contractors performing similar services under similar circumstances in Texas.

2.2 Materials and Equipment

Contractor shall use only materials, goods, tools, machinery, equipment, and supplies of suitable quality, free from defect, fit for their intended purpose, and compliant with all applicable specifications, manufacturer requirements, codes, standards, and laws.

2.3 City Authorization and Control

Contractor shall perform only Services, Work, expenditures, changes, or commitments authorized by the City Council, City Administrator, City Attorney, or another person designated in writing by the City. Contractor shall not commit the City to any transaction, legal position, expenditure, schedule, concession, change, or document without appropriate City authorization.

2.4 Permits and Licenses

Contractor shall obtain, maintain, and comply with all permits, licenses, approvals, registrations, certifications, and qualifications required to perform Contractor's obligations under this Agreement, unless this Agreement expressly states that the City will obtain a specific permit or approval. Contractor shall reasonably assist the City in coordinating permits and licenses identified as City responsibilities.

2.5 Subcontractors

Contractor may not assign, delegate, subcontract, or transfer the whole or any material part of its obligations without the City's prior written consent. Contractor remains fully responsible for the acts, omissions, performance, payment, safety, compliance, insurance, and work of all subcontractors, suppliers, employees, agents, and persons performing under or through Contractor.

2.6 Site Access and Safety

Contractor is responsible for the safety, supervision, means, methods, and precautions of Contractor's employees, subcontractors, suppliers, agents, invitees, and all persons for whom Contractor is responsible. Contractor shall comply with all applicable safety laws, regulations, standards, and City site requirements. Contractor shall promptly notify the City of any unsafe condition, accident, injury, property damage, utility damage, equipment failure, ice-condition issue, or other incident occurring in connection with the Services or Work.

2.7 Protection of Property

Contractor shall protect City property, public property, utilities, adjacent property, improvements, landscaping, facilities, equipment, and persons from damage or injury arising out of or relating to Contractor's performance. Contractor shall promptly repair or restore damage caused by Contractor or persons for whom Contractor is responsible at no additional cost to the City.

2.8 Cleanup and Removal

Contractor shall keep the work area reasonably clean and free from waste, debris, hazards, and excess materials. Upon completion of removal, Contractor shall remove all Contractor waste, tools, equipment, surplus materials, and temporary facilities and shall restore affected areas to the condition required by this Agreement, ordinary wear and tear from City-authorized public use excepted.

2.9 Compliance with Laws

Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, rules, orders, codes, permit requirements, funding requirements, procurement requirements, safety requirements, and City policies applicable to the Agreement.

3. Compensation and Payment

3.1 Base Contract Price and Payment Cap

For the Base Rink Scope, the City shall pay Contractor a firm fixed price of **\$171,385** (the **Base Contract Price**). The City's total payment obligation for the Base Rink Scope shall not exceed **\$171,385** unless an increase is approved in advance by written amendment, change order, or task authorization signed by an authorized City representative and approved as required by law and City policy.

If the City authorizes Optional Bumper Car Services, the Payment Cap shall increase only by the amount expressly authorized in writing for those Optional Bumper Car Services.

3.2 Firm Fixed Price

Except for Optional Bumper Car Services or other written City-authorized changes, the Base Contract Price is firm, fixed, and inclusive of all labor, materials, equipment, supplies, tools, transportation, supervision, overhead, profit, insurance, fees, charges, and incidentals necessary to perform the Agreement. Contractor assumes the risk of cost increases, including increases in labor, materials, fuel, transportation, tariffs, duties, taxes, supplier costs, subcontractor costs, market conditions, and similar matters. No price escalation, surcharge, fuel charge, material escalation, tariff charge, or similar increase is payable unless expressly approved in advance in writing by the City.

3.3 Payment Schedule

Subject to this Agreement, receipt of complete and accurate invoices, City approval, and applicable law, the City shall pay the Base Contract Price according to the following schedule:

Payment	Amount	Due Date / Milestone
First payment	\$85,692.50	Upon contract execution and receipt of a complete and accurate invoice
Second payment	\$42,846.25	September 1, 2026, subject to receipt of a complete and accurate invoice

Final payment	\$42,846.25	December 20, 2026, subject to receipt of a complete and accurate invoice and Contractor's continuing compliance with this Agreement
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The City's inclusion of the first payment schedule above constitutes approval of that payment structure only for this Agreement and does not approve any Contractor term that makes City payments non-refundable, imposes a penalty, limits City remedies, or requires payment for nonconforming, unperformed, unauthorized, or rejected Services or Work.

3.4 Optional Bumper Car Pricing

If authorized in writing by the City, Optional Bumper Car Services shall be billed at **\$1,400 per operating day** for ten (10) ice bumper cars, plus freight not to exceed **\$3,800**, unless the City approves different pricing in advance in writing. Contractor shall invoice Optional Bumper Car Services separately or as a separate line item identifying the authorized operating dates, daily charges, freight, and written City authorization.

3.5 Reimbursable Expenses

Reimbursable expenses are payable only if expressly authorized by this Agreement or approved in advance in writing by the City. Reimbursable expenses must be reasonable, actual, necessary, documented, and incurred directly in performing authorized Services or Work. Unless approved in writing, the City shall not pay markups, administrative charges, overhead charges, internal processing fees, late fees, finance charges, cancellation fees, or expenses not supported by receipts or equivalent documentation.

3.6 Invoices

Contractor shall submit invoices in sufficient detail for the City to verify the Services or Work performed, dates of performance, quantities, personnel, rates, reimbursable expenses, project location, applicable task authorization, and contract provision supporting the requested payment. Contractor shall include supporting documentation reasonably requested by the City.

3.7 Invoice Rejection and Correction

The City may reject any invoice that is incomplete, inaccurate, unsupported, unauthorized, inconsistent with this Agreement, submitted before completion of a required milestone, or otherwise disputed in good faith. The City shall provide notice of the reason for rejection, and Contractor shall correct and resubmit the invoice. The payment period for rejected or disputed amounts begins upon the City's receipt of a complete, accurate, corrected invoice.

3.8 Payment Timing

Subject to the Texas Prompt Payment Act, applicable law, the City's payment procedures, and the City's right to reject or dispute invoices, the City shall pay undisputed amounts within the time required by law after receipt of a complete, accurate, and approved invoice.

3.9 Sales Tax Exemption

The City is exempt from payment of sales, use, rental, and certain excise taxes to the extent provided by Texas law. Contractor shall not include such taxes in any invoice or request for payment. The City shall reasonably cooperate with Contractor by providing documentation of the City's tax-exempt status upon request.

3.10 No Individual Liability

No elected official, officer, employee, volunteer, representative, attorney, or agent of the City has personal liability for any amount owed or alleged to be owed under this Agreement.

3.11 Appropriation and Funding

This Agreement is subject to the City's budgeting, appropriation, and funding requirements. The City does not waive any constitutional, statutory, charter, budgetary, fiscal, debt, or appropriation limitation. If funds are not lawfully appropriated or otherwise made available for this Agreement, the City may terminate the Agreement without penalty, further obligation, or liability for amounts not earned before termination.

4. Inspection, Acceptance, Warranty, and Corrective Work

4.1 Inspection

The City has the right to inspect, test, review, monitor, and reject goods, services, work, materials, equipment, deliverables, and performance under this Agreement. The City's failure to inspect, test, discover, object to, or reject defective or nonconforming work does not relieve Contractor of any responsibility or liability.

4.2 Acceptance

Final acceptance occurs only upon the City's written acceptance after completion of all required Services, Work, deliverables, punch-list items, closeout requirements, corrections, and required documentation. Payment, use, occupancy, inspection, public operation, or partial acceptance does not constitute final acceptance of defective, incomplete, unsafe, or nonconforming work and does not waive any City right or remedy.

4.3 Corrective Work

Contractor shall promptly correct, repair, replace, or reperform defective, incomplete, rejected, unsafe, or nonconforming goods, services, work, materials, equipment, or deliverables at no additional cost to the City. If Contractor fails to timely commence or complete corrective work after notice, the City may perform or cause others to perform the corrective work and may recover all resulting costs from Contractor, including by offset or other available remedy.

4.4 General Warranty

Contractor warrants that all goods, services, work, materials, equipment, and deliverables furnished under this Agreement shall conform to the Contract Documents, be free from defects, be fit for the City's stated purpose, be performed in a good and workmanlike manner, and comply with applicable laws, codes, standards, specifications, and manufacturer requirements.

4.5 Warranty Period

Unless a longer period is stated in Attachment A, Attachment B, manufacturer documentation, or applicable law, Contractor warrants all labor, materials, equipment, goods, and work furnished under this Agreement for a period of one (1) year after the City's final written acceptance. Upon notice of a covered defect during the warranty period, Contractor shall promptly correct the defect at no additional cost to the City.

4.6 Manufacturer Warranties

Contractor shall assign or make available to the City all manufacturer, supplier, and subcontractor warranties applicable to goods, materials, equipment, systems, software, or components furnished under this Agreement. Contractor shall not take any action that voids, limits, or impairs such warranties.

5. Changes in Work

5.1 Written Change Required

No alteration, deviation, extra work, additional service, substitution, or change in scope, price, schedule, deliverable, material, equipment, or other obligation shall be performed or payable unless authorized by a written change order, amendment, or task authorization signed by an authorized City representative and approved as required by law and City policy.

5.2 Unauthorized Work

Contractor performs unauthorized work at its own risk and expense. The City is not obligated to pay for goods, services, work, materials, expenses, or deliverables not authorized in accordance with this Agreement.

5.3 City Right to Reduce or Modify Scope

The City may reduce, delete, suspend, or modify portions of the Services or Work by written notice or written change order. Contractor shall not be entitled to lost profits, unabsorbed overhead, or damages for work not performed due to a City-directed reduction, deletion, suspension, or modification.

6. Insurance

6.1 Required Coverage

Contractor shall, at its sole expense, obtain and maintain during the term of this Agreement and any renewal, extension, warranty period, or completed-operations period required by this Agreement, insurance coverage in the types and amounts stated in Attachment B or otherwise required by the City.

6.2 Baseline Coverage

Unless the City approves different requirements in writing, Contractor shall maintain:

1. workers' compensation insurance as required by Texas law, if Contractor has employees;
2. commercial general liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 products-completed operations aggregate;
3. automobile liability insurance with a minimum combined single limit of \$500,000 for owned, hired, and non-owned vehicles used in connection with this Agreement; and
4. umbrella/excess liability insurance with minimum limits of \$6,000,000 per occurrence and \$6,000,000 aggregate, or other limits approved in writing by the City based on event operations, public use, equipment installation, or optional bumper car services.

6.3 Additional Insured and Waiver of Subrogation

To the extent applicable to the coverage and commercially available, the City, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on Contractor's commercial general liability, automobile liability, umbrella/excess liability, and other applicable policies. Contractor's policies shall provide a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers to the extent covered by insurance and commercially available.

6.4 Certificates and Endorsements

Contractor shall provide certificates of insurance and, upon request, endorsements or other evidence of required coverage before commencing performance, upon renewal or replacement of coverage, and upon City request. Certificates must be issued by insurers authorized to transact business in Texas and rated at least “A” by AM Best or an equivalent rating service, unless otherwise approved by the City.

6.5 Notice of Cancellation or Material Change

Contractor shall cause its insurance policies to provide prior written notice to the City of cancellation, non-renewal, or material reduction in coverage to the extent available from the insurer. If insurer-provided notice is not available, Contractor shall provide written notice to the City promptly upon learning of any cancellation, non-renewal, lapse, or material reduction in required coverage.

6.6 Insurance Not Limitation

Insurance requirements do not limit Contractor’s liability, indemnity obligations, warranty obligations, or other responsibilities under this Agreement. Contractor remains responsible for losses, claims, damages, liabilities, costs, and expenses within deductibles, self-insured retentions, exclusions, uninsured amounts, or amounts exceeding policy limits.

7. Indemnity, Immunity, and Risk Allocation

7.1 No City Indemnity

The City does not indemnify, defend, or hold harmless Contractor or any other person. Any provision in any proposal, quote, invoice, order form, online term, attachment, or other document requiring the City to indemnify, defend, or hold harmless Contractor or any other person is rejected, void, and unenforceable.

7.2 No Waiver of Immunity

Nothing in this Agreement waives, limits, or impairs any governmental immunity, sovereign immunity, official immunity, statutory cap, limitation of liability, defense, privilege, or other protection available to the City, its officers, officials, employees, agents, attorneys, or volunteers under Texas law or other applicable law.

7.3 Contractor Indemnity

To the fullest extent permitted by law and without waiving any immunity or defense available to the City, Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, attorneys, and volunteers from and against claims, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney’s fees and defense costs, to the extent arising out of or resulting from Contractor’s negligence, recklessness, willful misconduct, violation of law, infringement or misappropriation of third-party rights, breach of this Agreement, or acts or omissions of Contractor or any person or entity for whom Contractor is responsible.

7.4 Contractor Assumes Risk

Contractor assumes all risk of loss, injury, or damage to Contractor's personnel, subcontractors, suppliers, equipment, tools, materials, and property arising out of or relating to Contractor's performance, except to the extent caused by the City's gross negligence or willful misconduct.

7.5 Consequential Damages

Neither Party shall be liable to the other for special, consequential, indirect, punitive, or exemplary damages, except that this limitation does not limit Contractor's indemnification obligations, confidentiality obligations, intellectual property obligations, payment obligations, insurance obligations, warranty obligations, or liability for willful misconduct, fraud, knowing violation of law, or unauthorized use or disclosure of City data or confidential information.

8. Records, Public Information, and Confidentiality

8.1 Records

Contractor shall maintain complete and accurate records relating to this Agreement, including records of services performed, work completed, invoices, expenses, payments, subcontractors, communications, approvals, deliverables, insurance, compliance, and other records reasonably necessary to verify performance and payment. Contractor shall retain such records for the period required by applicable law, funding requirements, this Agreement, or City policy, whichever is longer.

8.2 Audit and Inspection Rights

The City may, upon reasonable notice and during normal business hours, inspect, copy, and audit Contractor's records relating to this Agreement and amounts billed to or paid by the City. If an audit reveals an overpayment, unsupported charge, unauthorized charge, or noncompliant billing, Contractor shall promptly refund the amount or the City may offset the amount against amounts otherwise due.

8.3 Texas Public Information Act

Contractor acknowledges that records relating to this Agreement may be subject to the Texas Public Information Act, Texas Government Code Chapter 552, and other laws governing public records and governmental transparency. Contractor shall cooperate with the City in responding to public information requests, subpoenas, audits, investigations, regulatory requests, or court orders relating to this Agreement.

8.4 City Controls Public Information Responses

The City retains sole authority to determine how the City will respond to public information requests, including whether information is subject to disclosure or whether an exception should be requested from the Texas Attorney General. Contractor shall not independently release City records, City data, confidential information, privileged information, or non-public information unless authorized by the City or required by law after notice to the City.

8.5 Confidential Information

Contractor shall protect confidential, privileged, security-sensitive, personal, financial, proprietary, utility, infrastructure, law-enforcement-sensitive, cybersecurity-sensitive, and non-public City information obtained in connection with this Agreement. Contractor shall use such information only to perform this Agreement or as otherwise authorized by the City or required by law.

8.6 City Materials and Deliverables

Upon the City's request or upon termination or expiration of this Agreement, Contractor shall promptly provide the City with copies of City records, City data, deliverables, work in progress, and other materials reasonably necessary for the City's continued operations, transition to another contractor, audit, regulatory response, public information response, or governmental purpose.

9. Termination, Suspension, and Transition

9.1 Term

This Agreement begins on the Effective Date and continues until the earlier of completion and acceptance of all required performance, expiration of the stated term, or termination in accordance with this Agreement.

9.2 Termination for Convenience

The City may terminate this Agreement, in whole or in part, at any time and for any reason by written notice to Contractor. Upon termination for convenience, Contractor shall stop work as directed, mitigate costs, and deliver to the City all completed or partially completed deliverables and work in progress requested by the City. Contractor is entitled to payment only for conforming goods, services, work, or deliverables properly performed and accepted by the City before the effective date of termination, plus approved reimbursable expenses actually incurred before termination, if payable under this Agreement. Contractor is not entitled to lost profits, unabsorbed overhead, cancellation charges, termination fees, early termination fees, or payment for work not performed.

9.3 Termination for Cause

The City may terminate this Agreement, in whole or in part, upon written notice if Contractor materially breaches this Agreement, fails to perform in a timely or professional manner, fails to maintain required insurance or licensure, violates applicable law, makes a material misrepresentation, becomes debarred or suspended, has an unwaived conflict of interest, fails to protect City data or confidential information, or otherwise defaults under this Agreement. The City may provide an opportunity to cure if the City determines cure is appropriate, but no cure period is required where immediate termination is necessary to protect the City, public funds, public safety, City operations, City data, or legal compliance.

9.4 Suspension

The City may suspend all or part of the Services or Work by written notice. During suspension, Contractor shall stop work as directed, take reasonable steps to protect work in progress, and not incur additional costs unless authorized by the City in writing. Suspension does not entitle Contractor to increased compensation unless expressly approved in writing by the City.

9.5 Transition Assistance

Upon expiration, termination, or suspension, Contractor shall reasonably cooperate with the City and any successor contractor to avoid interruption of City operations. Transition assistance includes providing City records, City data, deliverables, work in progress, documentation, schedules, pending issues, and other information reasonably necessary for transition, subject to applicable law and security requirements.

10. Force Majeure and Delays

10.1 Force Majeure

Neither Party is liable for delay or failure in performance to the extent caused by an event beyond the reasonable control of the affected Party and without the affected Party's fault or negligence, including acts of God, war, terrorism, pandemic, natural disaster, or governmental action prohibiting performance. The affected Party must promptly notify the other Party in writing, describe the event and expected impact, use diligent efforts to mitigate the delay, and resume performance as soon as practicable.

10.2 Exclusions from Force Majeure

Force majeure does not include changes in market conditions, increases in the cost of labor, materials, fuel, equipment, transportation, insurance, tariffs, duties, taxes, supplier costs, subcontractor costs, economic hardship, labor shortages, supply shortages, or delays caused by Contractor's subcontractors, suppliers, employees, or agents, unless the underlying cause independently qualifies as a force majeure event and could not have been avoided through reasonable diligence.

10.3 No Price Increase for Force Majeure

A force majeure event does not entitle Contractor to an increase in the Contract Price, additional compensation, surcharge, acceleration cost, standby cost, or other monetary adjustment unless expressly approved in writing by the City.

10.4 Schedule Extension

A force majeure event entitles Contractor to a schedule extension only to the extent the event actually delays critical performance and only if Contractor gives prompt written notice and uses diligent efforts to mitigate the delay. Any schedule extension must be approved in writing by the City.

10.5 Extended Force Majeure

If a force majeure event prevents material performance for more than thirty (30) consecutive days, the City may terminate this Agreement without penalty, termination fee, or further obligation except payment for conforming work properly performed and accepted before termination.

11. Texas Municipal Contracting Requirements

11.1 Procurement Compliance

This Agreement is subject to applicable municipal procurement requirements, including competitive procurement requirements, exemptions, award standards, and approval requirements under Texas law and City policy. Contractor shall provide information reasonably requested by the City to document procurement compliance.

11.2 Conflict of Interest Questionnaire

Contractor shall comply with Texas Local Government Code Chapter 176 and shall timely file and update any required Conflict of Interest Questionnaire or other disclosure form required by law or City policy.

11.3 Certificate of Interested Parties / Form 1295

If required by Texas Government Code Section 2252.908 or Texas Ethics Commission rules, Contractor shall timely file a Certificate of Interested Parties Form 1295 and provide confirmation of filing to the City before this Agreement is approved or becomes effective.

11.4 Texas Government Contract Certifications

To the extent applicable to this Agreement and Texas law, Contractor verifies and represents that:

1. Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement;
2. Contractor is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts relating to companies with business operations in Sudan, companies with business operations in Iran, or foreign terrorist organizations;
3. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement; and
4. Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

11.5 No Gifts or Gratuities

Contractor shall not offer, provide, solicit, or accept any gift, favor, benefit, gratuity, or thing of value to or from a City officer, official, employee, agent, or representative in violation of law, City policy, or ethical requirements.

11.6 No Debarment or Suspension

Contractor represents that neither Contractor nor, to Contractor's knowledge, any person or entity performing material obligations under this Agreement is suspended, debarred, excluded, or otherwise prohibited from contracting with a governmental entity or performing this Agreement. Contractor shall promptly notify the City if Contractor becomes suspended, debarred, excluded, or otherwise prohibited.

12. Contract Documents and Vendor Terms

12.1 Order of Precedence

In the event of any conflict, inconsistency, ambiguity, or additional term among the documents comprising this Agreement, the following order of precedence controls:

1. written amendments signed by both Parties and approved as required by law and City policy, but only as to the specific provisions amended;
2. the body of this Agreement, excluding attachments;
3. Attachment B - Insurance Requirements; and
4. Attachment A - Scope of Work and Contractor Proposal.

12.2 Vendor Terms Rejected

The City objects to and rejects any term contained in Contractor's proposal, quote, bid, invoice, purchase order, statement of work, click-through terms, online terms, delivery ticket, shrink-wrap terms, order form, renewal notice, or other Contractor document that:

1. modifies, limits, or contradicts this Agreement;
2. requires the City to indemnify, defend, or hold harmless Contractor or any other person;
3. waives or limits the City's governmental immunity, sovereign immunity, official immunity, statutory caps, defenses, or limitations of liability;
4. requires arbitration or mandatory mediation;
5. changes governing law or venue;
6. imposes an automatic renewal, minimum purchase obligation, early termination fee, cancellation penalty, restocking fee, service charge, late fee, interest charge, or payment acceleration not expressly approved in this Agreement;
7. limits Contractor's liability, indemnity, insurance, confidentiality, warranty, records, public information, or compliance obligations;
8. gives Contractor ownership or control over City records, City data, City deliverables, or public records contrary to this Agreement;
9. restricts the City's ability to comply with the Texas Public Information Act, records retention laws, audits, subpoenas, court orders, or regulatory requests; or
10. is less favorable to the City than this Agreement.

No Contractor term described in this Section is binding on the City unless the City expressly agrees to that term in a written amendment signed by an authorized City representative and approved as required by law and City policy.

13. General Provisions

13.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles.

13.2 Venue

Mandatory and exclusive venue for any suit, claim, or proceeding arising out of or relating to this Agreement shall lie in a court of competent jurisdiction in Hays County, Texas.

13.3 No Arbitration or Mandatory Mediation

No dispute arising out of or relating to this Agreement shall be subject to arbitration or mandatory mediation unless the City agrees in writing after the dispute arises. Any Contractor term requiring arbitration, mandatory mediation, private dispute resolution, forum outside Hays County, waiver of jury trial, or class-action waiver is rejected unless expressly approved in a written amendment signed by an authorized City representative and approved as required by law and City policy.

13.4 Cumulative Remedies

The City's rights and remedies under this Agreement are cumulative and are in addition to all rights and remedies available at law, in equity, under statute, under the Contract Documents, under any bond, or otherwise. The City's exercise of one remedy does not waive any other remedy.

13.5 Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand delivery, nationally recognized overnight courier, certified mail, or email with confirmation of transmission, addressed as follows:

To the City:

City of Dripping Springs
Attn: City Administrator
PO Box 384
Dripping Springs, TX 78620

To Contractor:

IRA Rinks South, LLC
Attn: Evan Cadwell, President & Owner
249 Central Park Avenue, Suite 300-22
Virginia Beach, Virginia 23462
Email: info@icerinkevents.com

Either Party may change its notice address by written notice to the other Party. Notice is deemed received upon delivery if delivered by hand or confirmed email, one (1) business day after deposit with an overnight courier, or three (3) days after deposit in the United States mail, postage prepaid.

13.6 Independent Contractor

Contractor is an independent contractor and is not an officer, employee, agent, partner, joint venturer, or representative of the City. The City will not provide workers' compensation, unemployment compensation, retirement, health insurance, paid leave, or any other employee benefit to Contractor or Contractor's personnel. Contractor has no authority to bind the City except as expressly authorized in writing by the City.

13.7 Non-Exclusive Agreement

This Agreement is not exclusive. The City may contract with other persons or entities for the same, similar, or related goods, services, work, or deliverables at any time.

13.8 Assignment

Contractor may not assign, transfer, delegate, subcontract, or otherwise dispose of this Agreement, any obligation under this Agreement, or any right to payment under this Agreement without the City's prior written consent. Any attempted assignment without required consent is void.

13.9 Media and Logo Use

Any use of the City's name, seal, logo, marks, images, facilities, event names, or other City identifiers on websites, social media, marketing materials, press releases, advertisements, promotional materials, or other public-facing materials must be approved by the City in advance through a separate written authorization or other City-approved written approval. Contractor shall not state or imply that the City endorses Contractor or Contractor's other products, services, clients, or events except as expressly authorized in writing by the City.

13.10 Entire Agreement

This Agreement contains the entire agreement of the Parties regarding its subject matter and supersedes all prior or contemporaneous proposals, negotiations, representations, communications, understandings, and agreements, whether oral or written, relating to the same subject matter.

13.11 Amendment

This Agreement may be amended only by a written instrument signed by both Parties and approved in the manner required by law and City policy. No course of dealing, course of performance, invoice, purchase order, email, text message, online acceptance, or oral statement modifies this Agreement.

13.12 Severability

If any provision of this Agreement is held invalid or unenforceable, the provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

13.13 Waiver

No waiver of any provision, breach, default, right, or remedy is effective unless in writing and signed by the Party against whom the waiver is asserted. A waiver on one occasion does not operate as a waiver on any other occasion.

13.14 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one instrument.

13.15 Authority

Each person signing this Agreement represents that the person has authority to sign on behalf of the Party identified and to bind that Party to this Agreement.

13.16 No Third-Party Beneficiaries

Except for City indemnitees expressly protected by this Agreement, this Agreement is for the sole benefit of the Parties and does not create rights in any third party.

13.17 Survival

Provisions that by their nature should survive expiration or termination survive, including provisions concerning payment limitations, records, audits, public information, confidentiality, City data, warranties, corrective work, indemnity, insurance, governing law, venue, no arbitration, no waiver of immunity, no City indemnity, and order of precedence.

CITY OF DRIPPING SPRINGS

IRA RINKS SOUTH, LLC

ATTACHMENT “A”

Contractor Proposal

Contractor Proposal

Contractor’s May 23, 2026 proposal for the Dripping Springs project is incorporated only for scope, pricing, schedule, equipment, and factual project-detail purposes and is subordinate to this Agreement.

ATTACHMENT “B”

CITY OF DRIPPING SPRINGS INSURANCE REQUIREMENTS:

Parties providing goods, materials or services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein.

All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

Certificate of Insurance:

Certificates of Insurance evidencing all of the required insurance coverages shall be submitted prior to contract performance.

Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract and Amount of Insurance:

- workers’ compensation insurance as required by Texas law, if Contractor has employees;
- commercial general liability insurance with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 products-completed operations aggregate;
- automobile liability insurance with a minimum combined single limit of \$500,000 for owned, hired, and non-owned vehicles used in connection with this Agreement; and
- umbrella/excess liability insurance with minimum limits of \$6,000,000 per occurrence and \$6,000,000 aggregate, or other limits approved in writing by the City based on event operations, public use, equipment installation, or optional bumper car services.