

## PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into as of \_\_\_\_\_ by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **IRA Rinks South, LLC dba Ice Rink Events**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. **Project Summary:** Contractor to provide for the turnkey installation of a holiday season, temporary ice-skating rink facility to be staged in Dripping Springs, TX open to the public from November 21, 2025, through January 4, 2026. Contractor shall provide all necessary labor, material, and equipment to install, maintain, and uninstall the seasonal ice rink in at Dripping Springs Ranch Park, 1042 Event Center Drive, Dripping Springs Texas 78620 as further described as “Part A. Ice Rink Equipment, Installation and Removal” in Attachment “A” (the “Services”).
2. **Standard of Care:** The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity.
3. **Attachment:** All attachments to this Professional Service Agreement are hereby made part hereof as if fully set out herein  
  
Attachment “A”: Contractor’s Proposal  
Attachment “B”: Insurance Requirements
4. **Payment for Services:** The City will pay the Contractor for the performance of the Contract, in current funds, not to exceed \$179,955.00 (the “Cap”), according to the payment terms set out in Attachment “”. Payment shall be made in current funds to the address specified by the Contractor in the invoice, provided the services invoiced have been satisfactorily completed. If additional work is needed, payments in excess of the Cap must be approved by the City in writing.
5. **Sales Tax Exemption:** The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Contractor acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Contractor in providing any necessary documentation to evidence the City’s tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.
6. **Invoice Rejection and Correction:** The City reserves the right to reject any invoice that is incomplete, inaccurate, or not in compliance with the terms of this Agreement. In the event of an invoice rejection, the City will provide written notice to the Contractor specifying the reasons for rejection. The Contractor shall correct and resubmit the invoice within ten (10) business days of receipt of the rejection notice. The City’s payment timeline will recommence upon receipt of the corrected invoice.

7. **Duration:** The work will be commenced and completed according to a described in Attachment “A”. This Agreement shall be in effect through to the completion of the Services and payment for such Services unless terminated as provided below or if all work associated with Agreement is completed.
8. **Termination:** Either party may terminate this Agreement by a thirty (30) day written notice.
9. **Relationship of Parties:** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for services of any kind.
10. **Employees:** Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor’s employees.
11. **Mandatory Disclosures:** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.
12. **Injuries/Insurance:** Contractor acknowledges the Contractor’s obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Attachment “B”. Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor’s employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.
13. **Indemnification:** Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify the Contractor for any expenses in any way connected with this Agreement. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE CITY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. **Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
15. **Notice:** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid addressed as follows, provided that either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

**To the City:**

City of Dripping Springs  
Attn: City Administrator  
PO Box 384  
Dripping Springs, TX 78620  
(512) 858-4725

**To the Contractor:**

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

16. **Entire Agreement:** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties including without limitation the Ice Rink Rental and Services Agreement dated July 29, 2024 between the City and IRE Crown Rinks, LLC, and assumed by the Contractor under an Assignment and Assumption Agreement as part of an Asset Purchase Transaction as defined therein. If a conflict exists between this Agreement and Attachment "A", this Agreement shall prevail.
17. **Amendment:** This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
18. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
19. **Waiver of Contractual Right:** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
20. **Governing Law and Venue:** This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

21. **Consequential Damages:** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
22. **Force Majeure:** Neither Party shall be liable for any delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other in writing and uses diligent efforts to resume performance. A “Force Majeure Event” means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, or governmental actions prohibiting performance, but excluding (a) changes in market conditions, (b) increases in the cost of materials, labor, or transportation, (c) tariffs, duties, taxes, or other governmental assessments imposed after the Effective Date, and (d) shortages or delays caused by the Contractor’s subcontractors or suppliers.
23. **Allocation of Price Risk:** The Contractor assumes all risk of cost increases, including but not limited to increases in the price of raw materials, fuel, transportation, and any tariffs, duties, or import/export restrictions imposed or increased after the Effective Date of this Agreement. Under no circumstances shall the City be responsible for any price escalation or surcharge arising from such changes. Contractor warrants that the Contract Price is firm, fixed, and inclusive of all applicable current and future tariffs and similar charges.
24. **No Extension or Adjustment:** No Force Majeure Event shall entitle Contractor to an increase in the Contract Price or other compensation, nor an extension of the performance schedule, except where the City, in its sole discretion, agrees in writing. Notwithstanding the foregoing, Contractor shall continue to perform its obligations to the extent not affected by the Force Majeure Event.
25. **Termination for Extended Force Majeure:** If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, the City may terminate this Agreement without liability, penalty, or further obligation by providing written notice to Contractor.

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- 26. Site Access and Safety:** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City’s contractors, subcontractors, or other parties present at the site.

**CITY OF DRIPPING SPRINGS**

**IRA Rinks South, LLC**

\_\_\_\_\_  
Michelle Fischer, City Administrator

\_\_\_\_\_  
Evan Cadwell  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



ATTACHMENT "A"



**IceRinkEvents**  
THE KING OF FROZEN WATER

**IceRinkEvents.com**

Our custom ice solutions transform any space into a vibrant community hub and an unforgettable destination.

249 Central Park Avenue  
Suite 300-22  
Virginia Beach, VA 23462  
info@icerinkevents.com



# ABOUT US



**Ice Rink Events** is proud to be the nation's largest and most sought-after designer, manufacturer, installer, and operator of seasonal, portable, and special-event ice skating, roller skating, ice slides and ice sports venues.

With over 24 years of experience and hundreds of successful operations from coast to coast, we bring unmatched skill and expertise to every project. No other company in North America matches our depth of experience in rink design, manufacturing, installation and management.

Today, Ice Rink Events operates and manages over 50 ice and roller rink events, employs over 800 seasonal staff, and installs 100+ locations annually. Over our company's history, we have created, fabricated, installed, and operated more than 400 individual ice venues across the country. Our steady growth is fueled by referrals and word-of-mouth recommendations from our valued clients.



Ice Rink Events operates multiple manufacturing and supply warehouses, supported by expert management teams strategically positioned across the country. This nationwide presence ensures efficient service, faster delivery, and seamless project management—no matter where your event takes place.

Our leadership team is composed of highly skilled professionals with extensive experience in outdoor event venue management, staffing, and operations. Each key team member has been with our company for over a decade, ensuring consistency, reliability, and expert service.

We are passionate about creating unforgettable skating experiences and building long-lasting relationships with our clients. Whether it's a seasonal holiday rink, a custom roller skating event, or a large-scale special event venue, we bring expertise, creativity, and dedication to every project. Our group of dedicated professionals are here to support you along the way! ❄️



**Preliminary Quote-2025-2026**  
**For Holiday-Season Ice Skating Rink Venue**

**CUSTOMER:**

Emily Nelson

**SUPPLIER:**

IRA Rinks South, LLC  
249 Central Park Ave. Suite 300-22  
Virginia Beach, VA 23462

To provide for the turnkey installation of a holiday-season, temporary ice skating rink facility to be staged in Dripping Springs, TX. Open to the public from November 21, 2025 thru January 4, 2026.

**REQUIRED TIMING:**

Execution of Agreement to Proceed:	May 15, 2025
Deposit Due	June 15, 2025
Electrical Power Source Complete:	November 1, 2025
Site Preparation Complete:	November 5, 2025
Rink Installation Window:	November 6 – November 21, 2025
Removal Window:	January 5-20, 2026

**PART A. ICE RINK EQUIPMENT, INSTALLATION AND REMOVAL**

1. Professional Project Manager Assigned to the Event
2. Pre-Event and On-Going Professional Support Services
3. 60'x120' Rink Piping Grid System (7,200-SF)
4. 200-Ton TRANE Air-Cooled Refrigeration System/Pumps/Hoses/Expansion Tank, 24/7 technician on call.
5. Glycol Coolant Charge; Storage Containers; Transfer Pump
6. Insulation and Vapor Barriers, As Required
7. Modular Railing System
8. Ice Rink Maintenance Equipment; Mechanical Resurfacing Machine
9. Rental Ice Skates, Sharpened, Ready-To-Skate
10. Rubber Floor Covering for Skate Change Area (1000-square feet)
11. 10 Skate Aids
12. All Professional Supervision and General Labor for Set-Up and Strike
13. Travel Expenses/PerDiem Expenses for Out-of-Town Professionals
14. All Tools, Equipment, and Supplies for Set-Up/Strike
15. Wood-Frame Covering Over Rink Header
16. Grey-Black Turf Carpet to Trim-Out/Finish Rink Perimeter/Edge
17. Refrigeration Technician On-Call 24-Hours During Entire Term
18. All Transportation and Freight



**PART B. ICE SLIDE EQUIPMENT, INSTALLATION AND REMOVAL**

- ~~1. Project Management/Consultation~~
- ~~2. General Design Coordination.~~
- ~~3. 4-Lane-Slide: Total Slide Dimensions 120' x 35'~~
  - ~~a. Refrigerated Ice Slide Surface~~
  - ~~b. Lane Dividers~~
  - ~~c. Inflatable Sliding Tubes~~
- ~~4. Scaffolding and Stair-Up to create the Top-Platform (10ft-height).~~
- ~~5. White Turf Carpeted Run-Out~~
- ~~6. Insulation and Vapor Barriers, As Required.~~
- ~~7. Anti-Freeze/Glycol Coolant Charge.~~
- ~~8. Refrigeration System/Pumps/Hoses/Expansion Tank.~~
- ~~9. All Carpentry Work for Piping Cover.~~
- ~~10. All Transportation and Freight~~



**Part C. ICE TECHNICIAN SERVICES**

- ~~1. Ice Technician Personnel (1 Ice Technician, may be a rotating schedule of different technicians). Onsite every operating day. On-call 24-7. To assist in ice maintenance for the ice slides and ice rink.~~
- ~~2. Travel and accommodations~~

**FINANCIAL TERMS:**

**PART A. ICE RINK EQUIPMENT, INSTALLATION AND REMOVAL**

Total Cost: \$179,955.00

**PART B. ICE SLIDE EQUIPMENT, INSTALLATION AND REMOVAL**

Total Cost: \$198,330.00

**PART C. ICE TECHNICIAN SERVICES**

Total Cost: \$37,570.00

Payment Terms: 50% June 15, 2025  
25% due September 1, 2025  
25% due November 21, 2025

**Plus any applicable sales tax**

**TYPICAL CUSTOMER RESPONSIBILITIES:**

**For the Ice Rink:**

1. **3-phase, 480-volt, 400-500-amp continuous power supply to the refrigeration;**  
Owner's electrician to connect Owner's side of service, on a timely basis; electricity consumption. Chiller placement within 150ft of the rink.
2. **A level site required for footprint of ice rink area;** if needed, created by installation of temporary sandbox by landscaping crew or stage decking.
3. Continuous water supply available immediately adjacent to the rink area.
4. Two double hotel rooms (approx. 22-room nights) in close proximity to the jobsite for Supplier's out-of-town professionals during the installation and removal phases, and any other time the Supplier is requested to be on the jobsite.
5. Use of a all-terrain forklift, with long-forks, during the installation and removal phases. Crane if required for chiller placement.
6. General security presence, 24-hours. Adjacent Convention Center complex security 24/7
7. Coordination of all permits and licenses as needed or required for the installation and operation of the equipment and venue; all communication with local authorities.
8. Kiosk or service counter for the ticket sale and skate rental operation.
9. Skate change deck area beside the rink, with any pedestrian access walkways into the rink area; ADA-ramps as may be required.
10. Benches for skate change area.
11. Sound/P.A. system for music entertainment and safety announcements.
12. General management of skate distribution function including supply and scheduling of rink personnel.
13. Ambient lighting for the ice rink's general area that is adequate and appropriate.
14. Sound/P.A. system for music entertainment and public announcements.
15. General housekeeping and groundskeeping of the ice rink venue/skate change area; trash receptacles and liners, with periodic trash disposal.

16. Any and all public equipment, barricades, and other requirements to conform to applicable local codes or to demands by applicable governmental authorities.
17. All signing and graphics, including operational signing and skater responsibility signage.

**For the Ice Slide:**

1. **3-phase, 480-volt, 300-amp continuous power supply to the refrigeration;**  
Owner's electrician to connect Owner's side of service, on a timely basis; electricity consumption. Chiller placement within 150ft of the rink.
2. Level site required for footprint of the ice slide area.
3. Continuous water supply available immediately adjacent to the Event Site.
4. Placement of refrigeration system in close proximity to the facility, near to power source; fencing and scrim to protect and conceal chiller.
5. Hoses, nozzles, sprinklers to flood the ice, as needed.
6. Kiosk or service counter for the ticket sale and slide tube operation.
7. Fencing or barricades, as needed to direct user-traffic/queue.
8. Ice slide tubing corral / storage area.
9. All ambient or decorative lighting.
10. General security presence, 24-hours each day.
11. Operational signage, including responsibility signage.
12. Coordination of all permits and licenses, if required; architectural/engineering drawings if required by building permit agencies.
13. Any and all safety equipment, barricades, and other requirements to conform to local codes or to demands by local, county, or state authorities.
14. All required day-to-day management and operational staffing of the facility, including top-slide attendants, bottom-slide attendants, slide monitor function and ice maintenance functions.
15. All daily ice-making, ice-flooding, or other manicuring of the ice surface.
16. The general monitoring of the refrigeration system and ice surface; the maintenance of a refrigeration and ice-condition logbook, recording the operating temperatures, expansion tank level, and other desired measures of the refrigeration equipment, the ambient weather conditions, and the overall condition of the ice surface.

Please accept this as our formal, first quote as we currently understand the project. With initial notice to proceed we will visit the site and present a final contract.

Thank you and we look forward to working with you!

Evan Cadwell  
President – Ice Rink Events





## “DIRECTLY FROM OUR CLIENTS”

### **NPP DEVELOPMENT**

“NPP Development has been working with Ice Rink Events to build and manage our seasonal skating rink, Winter Skate at Patriot Place, since 2009. We have counted on IRE to provide a professionally operating skating experience for our guests for more than 15 years. IRE has clearly understood and executed each seasonal operation as an extension of our management team.”

### **DOWNTOWN TAMPA PARTNERSHIP**

“We are proud to have IRE as a longstanding partner for our annual Winter Village event. Their professionalism and flexibility in accommodating our unique requests consistently exceed expectations, making them an invaluable part of our event’s success year after year. Their dedication to excellence is why we continue to choose them as our trusted collaborator.”

### **HINES**

“I have worked with Ice Rink Events since 2018 at various locations on their seasonal ice rinks. Each ice rink is unique, and I greatly appreciate IRE’s attention to detail and flexibility in ensuring the design, operation, and customer experience of these pop-up rinks are idyllic. I look forward to many more years of working with IRE at Hines assets and creating lasting memories for our guests.”

### **KATHRYN LOTT, PRESIDENT DISCOVERY GREEN CONSERVANCY**

“Green Mountain Energy Ice at Discovery Green is Houston’s only outdoor ice-skating rink and a beloved winter tradition. Since 2008, Ice Rink Events has defied expectations in our city’s challenging climate, making hundreds of thousands of families happy in the process. Through continuous innovation, including the latest technology to enhance ice quality, they’ve created a better skating experience year after year. On top of that, the addition of bumper cars adds a fun and exciting twist for all ages. It’s been a pleasure partnering with a team that shares our commitment to creating happy, healthy experiences for families.”







[IceRinkEvents.com](https://IceRinkEvents.com)

**ATTACHMENT “B”**

**CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:**

Firm providing goods, materials and 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 with the Firm’s submission. 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:**

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.