

# **FOOD TRUCK CONCESSION AGREEMENT**

This Food Truck Concession Agreement ("Agreement") is entered into and effective June 15, 2026 ("Effective Date"), by and between the City of Mission, Texas, a Texas home-rule municipality ("City"), and Pineapple Ninjaz, LLC ("Vendor").

## **ARTICLE 1 PURPOSE**

The purpose of this Agreement is to authorize Vendor to operate a food truck concession at Shary Municipal Golf Course, located at 2201 N. Mayberry Street, Mission, Texas 78572, subject to the terms and conditions set forth herein.

This Agreement grants Vendor only a limited, revocable contractual license to operate at the location designated by the City. Nothing herein creates a leasehold, easement, franchise, tenancy, property interest, or right of exclusive possession in City property.

## **ARTICLE 2 TERM**

This Agreement shall commence on June 15, 2026, and shall remain in effect for an initial term of one (1) year.

Upon expiration of the initial term, this Agreement may be renewed for up to two (2) additional one-year terms by written agreement of the parties, subject to City authorization and applicable purchasing requirements.

## **ARTICLE 3 LOCATION**

Vendor shall operate solely within the location designated by the Golf Director or City Designee.

Vendor shall not relocate, expand, or occupy additional space without prior written approval from the City.

The City reserves the right to temporarily relocate Vendor as reasonably necessary for tournaments, special events, maintenance activities, construction projects, emergency situations, operational needs, or other purposes deemed necessary by the City.

## **ARTICLE 4 OPERATING REQUIREMENTS**

Vendor shall maintain operations and be available to serve customers during the operating days and hours set forth in the Operating Schedule attached as Exhibit A, which shall reflect daytime golf operations and evening/night operations associated with Starlight at Shary Night Golf and any successor night golf operations.

Operating hours may be modified from time to time based upon seasonal schedules, weather conditions, tournaments, maintenance activities, special events, or operational needs.

Vendor shall be open for business and available to serve customers during at least ninety-five percent (95%) of Monday through Sunday operating hours between 4 PM and 11 PM (deemed as Peak Time Hours) set forth in the Operating Schedule (Exhibit A) each calendar month.

The Golf Course Director or City Designee may require Vendor to operate additional hours during tournaments, special events, holidays, league play, or other high-demand periods upon reasonable notice.

The Golf Course Director or City Designee may approve temporary exceptions, modifications, reductions in operating hours, or temporary closures as deemed necessary for operational, maintenance, staffing, weather, tournament, special event, safety, business, or other legitimate purposes.

Any such approval may be modified, suspended, or revoked at any time upon notice to Vendor. Approval of any exception or modification shall not create a continuing right or entitlement for Vendor and shall not waive the City's right to require compliance with the operating requirements of this Agreement.

In the event Vendor is not operating during scheduled golf course operating hours, whether due to an approved exception, temporary closure, operational modification, equipment failure, staffing shortage, emergency, or any other reason, the City reserves the right to sell, provide, authorize, or otherwise make available prepared food items to patrons of the golf course during such period without compensation to Vendor and without constituting a breach of this Agreement or the non-exclusivity provisions contained herein.

Vendor shall maintain staffing levels, operational procedures, inventory, equipment, and service capabilities sufficient to meet customer demand and provide timely food service. The Golf Course Director or City Designee may establish reasonable customer service, delivery, ordering, staffing, and response time expectations based upon operational needs, customer demand, tournaments, special events, and golf course activities. Failure to maintain acceptable service levels, as determined by the Golf Course Director or City Designee, may constitute a default under this Agreement.

Vendor shall maintain a menu consisting of no fewer than five (5) prepared food items unless otherwise approved by the Golf Course Director or City Designee.

## **ARTICLE 5**

### **AUTHORIZED PRODUCTS**

Vendor shall be authorized to sell prepared food items only.

For purposes of this Agreement:

"Prepared Food Items" shall mean meal-type products including, but not limited to:

- Hamburgers
- Hot dogs
- Sandwiches
- Tacos
- Burritos
- Wraps
- Plate meals
- Similar entrée-type food products

"Snack Items" shall mean:

- Chips
- Candy
- Gum
- Cookies
- Crackers
- Granola bars
- Trail mix
- Similar convenience snack products

Vendor shall not sell:

- Alcoholic beverages
- Beer
- Wine
- Mixed beverages
- Soft drinks
- Energy drinks
- Sports drinks
- Bottled water

- Coffee
- Tea
- Snacks

Vendor shall be authorized to sell Agua Frescas only, subject to prior written approval by the Golf Course Director or City Designee as part of the approved menu. No other beverages may be sold unless specifically authorized in writing by the Golf Course Director or City Designee. All menu items and prices shall be subject to approval by the Golf Course Director or City Designee.

The City reserves the exclusive right to sell:

- Alcoholic beverages
- Non-alcoholic beverages
- Snacks
- Golf merchandise
- Apparel
- Pro-shop merchandise
- Promotional merchandise
- Retail products
- Any products not classified as Prepared Food Items

## **ARTICLE 6**

### **NON-EXCLUSIVITY**

During the term of this Agreement, the City shall not operate or authorize a permanent food service operation at Shary Municipal Golf Course selling prepared food items that directly compete with Vendor.

Notwithstanding the foregoing, the City may contract with, authorize, or utilize any secondary or backup food truck vendor selected through the City's solicitation process, including when Vendor is unavailable, unable to meet operational needs, in default, or when the City determines additional food service is necessary for City operations, tournaments, events, or patron demand.

However, the City expressly reserves the right to:

- Sell beverages
- Sell alcoholic beverages
- Sell snacks

- Sell merchandise
- Sell apparel
- Sell golf equipment
- Sell promotional items
- Sell any retail products not classified as Prepared Food Items

The City further reserves the right to authorize temporary food vendors, caterers, charitable organizations, community groups, food service providers, or food-related activities during tournaments, festivals, special events, community events, emergency situations, or other City-sponsored activities.

## **ARTICLE 7 COMPENSATION**

Vendor shall pay the City the greater of:

- A. Six Hundred Fifty Dollars (\$650.00) per month; or
- B. Five Percent (5%) of Gross Monthly Sales.

"Gross Monthly Sales" means all amounts received or receivable from sales conducted under this Agreement, excluding separately stated sales and use taxes actually remitted, refunds, chargebacks, and gratuities not retained by Vendor, but without deduction for labor, food costs, supplies, equipment, processing fees, overhead, or other business expenses.

**Lease Rate Adjustments Upon Renewal.** The parties acknowledge that the compensation established under this Agreement reflects a reduced initial concession rate intended to mitigate business risk associated with a new food service operation and uncertain customer demand. Upon each renewal term, the City reserves the right to evaluate operational performance, customer demand, revenues, and market conditions and may recommend an increase to the monthly concession fee, percentage rent, or both as a condition of renewal. No renewal shall be automatic unless mutually agreed upon by the parties.

## **ARTICLE 8 MONTHLY REPORTING AND PAYMENT**

No later than the tenth (10th) day of each month, Vendor shall submit documentation for the immediately preceding calendar month, including:

1. Monthly Sales Report/Point-of-Sale (POS) Sales Report;
2. Payment of all amounts due under this Agreement; and
3. Supporting documentation reasonably requested by the City.

Vendor shall provide copies of all Texas sales tax filings submitted to the Texas Comptroller that relate to operations conducted under this Agreement no later than ten (10) days following submission of such filing to the Comptroller.

## **ARTICLE 9 AUDIT RIGHTS**

The City, its auditors, accountants, employees, or authorized representatives shall have the right to inspect and audit Vendor's books, records, sales reports, point-of-sale records, receipts, bank deposits relating to golf course operations, tax filings, and other documents necessary to verify Gross Monthly Sales.

Vendor shall maintain all records relating to operations under this Agreement for a minimum period of three (3) years.

If an audit reveals underreported sales exceeding five percent (5%), Vendor shall reimburse the City for all reasonable audit costs in addition to any amounts owed.

## **ARTICLE 10 PAYMENT TERMS AND DELINQUENCIES**

Amounts due and not paid by the tenth (10th) day of the month shall be considered delinquent.

Any delinquent amount shall be subject to:

- A one-time ten percent (10%) late fee; and
- Interest at one and one-half percent (1.5%) per month on all outstanding balances thereafter until paid in full.

Failure to pay within sixty (60) days shall constitute a default.

Failure to pay within ninety (90) days shall constitute grounds for immediate termination.

Vendor shall be responsible for all reasonable collection costs, audit costs, attorney fees, and court costs to the extent permitted by Texas law.

## **ARTICLE 11 UTILITIES, WIFI, AND KITCHEN ACCESS**

### **Utilities and Internet**

The City shall provide access to electricity, water, wireless internet service (Wi-Fi), and limited kitchen facilities on an "as-is" basis.

The City makes no guarantee regarding the availability, reliability, continuity, speed, quality, interruption, outage, fluctuation, or adequacy of utility or internet services.

The City shall not be liable for spoilage, inventory loss, equipment damage, business interruption, loss of profits, or any damages resulting from utility or internet interruptions.

Water usage shall not exceed 2,000 gallons per month. If water consumption exceeds 2,000 gallons per month, the City may assess additional utility charges based upon the then-current water and wastewater utility rates approved by the City of Mission, together with any applicable administrative costs associated with monitoring, calculating, billing, or collecting such charges.

### **Kitchen Access and Use**

The City shall provide Vendor access to the existing golf course kitchen and existing kitchen equipment solely for food preparation purposes and on an "as-is" basis.

All food prepared within the golf course kitchen shall remain the property of Vendor.

Vendor may utilize the kitchen facilities based upon operational demand and customer service needs. Vendor shall establish procedures and staffing necessary to ensure customers are served at the location most convenient to the customer, whether through food truck operations, kitchen preparation, golf cart delivery service, pickup service, or other approved methods.

Access to the kitchen shall be limited to Vendor, its authorized employees, and authorized City personnel for inspection, maintenance, operational, health and safety, emergency response, or other official purposes. The City reserves the right to enter and inspect the kitchen and any related food preparation areas at any reasonable time.

The kitchen facility and any City-owned kitchen equipment are provided as a convenience to Vendor on an "as-is" and "as-available" basis.

The City may, but shall not be obligated to, repair, maintain, replace, upgrade, or provide any kitchen equipment, appliances, fixtures, furnishings, utilities, or facilities.

The City makes no representation or warranty regarding the condition, suitability, functionality, availability, or fitness of the kitchen or any equipment for Vendor's intended use.

Failure, breakdown, removal, repair, replacement, maintenance, or unavailability of any kitchen equipment or facility shall not constitute a breach of this Agreement, shall not relieve Vendor of its obligations under this Agreement, and shall not entitle Vendor to any rent reduction, fee reduction, reimbursement, damages, credits, offsets, or other compensation.

Vendor acknowledges that it has inspected the kitchen facilities and accepts them in their existing condition.

Vendor may store inventory, supplies, food products, and equipment within the kitchen or other approved storage areas at Vendor's sole risk. The City shall have no responsibility for theft, spoilage, contamination, loss, damage, or deterioration of any inventory or property left within City facilities. Vendor is encouraged to store inventory within its food truck whenever practical.

The City may utilize the kitchen facilities during periods when Vendor is not operating, provided such use does not unreasonably interfere with Vendor's operations.

### **Maintenance and Sanitation Responsibilities**

Vendor shall be responsible for maintaining the kitchen in a clean, sanitary, orderly, and safe condition at all times and shall comply with all applicable health regulations and food safety requirements.

Vendor shall immediately notify the City of any equipment malfunction, facility damage, or unsafe condition.

Vendor shall be responsible for repair or replacement costs resulting from negligent acts, misuse, abuse, intentional damage, or failure to properly operate equipment by Vendor, its employees, agents, contractors, or representatives.

Vendor shall not make modifications, alterations, repairs, or improvements to the kitchen or equipment without prior written approval from the Golf Director or City Designee.

### **Restricted Areas**

Vendor shall not access, utilize, handle, or enter:

- a. The golf course pro shop counter area;
- b. Cash handling areas;
- c. Point-of-sale systems owned by the City;
- d. Inventory storage areas belonging to the City;
- e. Alcohol storage areas;
- f. Administrative offices; or
- g. Any restricted areas not specifically authorized by the Golf Course Director or City Designee.

Unauthorized access to restricted areas shall constitute a material breach of this Agreement and may result in immediate termination.

## **ARTICLE 12 SECURITY AND PROPERTY**

Vendor shall be solely responsible for all vehicles, equipment, inventory, supplies, cash, and personal property.

The City shall not be liable for theft, vandalism, fire, weather damage, equipment failure, accidents, loss, or damage to Vendor property.

Vendor may leave equipment on-site at its sole risk.

Any security measures provided by the City shall not create any duty or liability on the part of the City.

### **ARTICLE 13 INSURANCE**

Vendor shall maintain throughout the term of this Agreement:

Commercial General Liability Insurance:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

Commercial General Liability coverage shall include products and completed operations and foodborne illness liability, and shall include contractual liability sufficient to insure the indemnification obligations set forth in Article 18.

Commercial Automobile Liability Insurance:

- \$1,000,000 combined single limit

Workers' Compensation Insurance:

- If Vendor employs one or more employees and such coverage is otherwise required by applicable law.

The City of Mission, its elected officials, officers, employees, and agents shall be named as additional insureds on the Commercial General Liability and Commercial Automobile Liability policies. Such coverage shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City, and each policy shall include a waiver of subrogation in favor of the City where available.

Vendor shall furnish certificates of insurance, together with copies of the required additional insured, primary and non-contributory, and waiver of subrogation endorsements, upon execution of this Agreement, annually, and upon each renewal. Vendor shall provide the City at least thirty (30) days' prior written notice of cancellation, non-renewal, or material change of any required coverage.

Failure to maintain insurance shall constitute an immediate default.

### **ARTICLE 14 PERMITS, LICENSES, AND REGULATORY COMPLIANCE**

Vendor shall obtain and maintain all permits, licenses, certifications, registrations, inspections, and approvals required for operation.

Vendor shall comply with all applicable federal, state, county, and local laws, regulations, ordinances, and requirements.

Vendor shall maintain all required food handler certifications and certified food manager credentials.

Beginning July 1, 2026, Vendor shall obtain and maintain a current Texas Department of State Health Services Mobile Food Vendor license for each food vending vehicle used under this Agreement, or other written authorization recognized by DSHS during any transition period. Vendor shall also comply with all non-conflicting City fire, zoning, location, sanitation, stormwater, traffic, and operational requirements applicable to Vendor's use of City property.

Vendor shall be solely responsible for identifying, securing, and maintaining any required commissary, wastewater disposal facility, grease disposal facility, discharge area, or support services required for operation.

The City shall have no obligation to provide or identify any wastewater disposal area, commissary, grease disposal facility, or support infrastructure.

## **ARTICLE 15 SALES TAX COMPLIANCE**

Vendor shall maintain all required Texas sales tax permits and registrations.

Vendor shall accurately collect, report, and remit all applicable sales taxes.

Vendor shall identify Mission, Texas as the location from which sales are conducted to the extent required by applicable law and Texas Comptroller reporting requirements.

## **ARTICLE 16 APPEARANCE AND CUSTOMER SERVICE STANDARDS**

Vendor shall maintain the food truck and surrounding premises in a clean, sanitary, safe, professional, and aesthetically pleasing condition.

The vehicle shall be free from:

- Excessive rust
- Major body damage
- Peeling paint
- Offensive graphics
- Fluid leaks
- Unsanitary conditions

- Conditions detrimental to the appearance of the golf course

Vendor shall not display signage, banners, flags, inflatable advertising devices, speakers, music, lighting, or promotional materials outside the designated area without prior approval of the Golf Course Director or City Designee.

The City may require corrective action within a reasonable time period.

Vendor shall provide professional and courteous customer service at all times.

Vendor and its employees shall conduct themselves in a manner that positively reflects upon the City of Mission and Shary Municipal Golf Course.

### **Marketing and Promotional Materials.**

Vendor shall be solely responsible for all marketing, advertising, promotional, menu development, QR code creation, printed materials, digital materials, signage, and related marketing costs associated with Vendor's operations.

Vendor shall provide the City with sufficient approved marketing materials, including menus, QR codes, promotional displays, and ordering instructions for placement within the clubhouse, starter shack, golf carts, beverage carts, driving range, practice facilities, and other customer areas designated by the Golf Course Director or City Designee.

All marketing materials shall be subject to approval by the Golf Course Director or City Designee prior to placement or distribution.

## **ARTICLE 17 INSPECTION RIGHTS**

The City reserves the right to inspect the kitchen facilities, food truck, service area, operations, cleanliness, aesthetics, customer service performance, food safety compliance, permits, certifications, and operational records at any reasonable time.

Vendor shall promptly correct any deficiencies identified by the City.

## **ARTICLE 18 INDEMNIFICATION**

TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF MISSION, TEXAS, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, AND SUCCESSORS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, FINES, PENALTIES, COSTS, EXPENSES, AND ATTORNEYS' FEES OF ANY KIND OR CHARACTER ARISING OUT OF, RESULTING FROM, OR RELATING TO VENDOR'S OPERATIONS, SERVICES, ACTIVITIES, FOOD PREPARATION, FOOD SALES,

PRODUCTS, EQUIPMENT, VEHICLES, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY, BODILY INJURY, DEATH, PROPERTY DAMAGE, FOODBORNE ILLNESS, HEALTH CODE VIOLATIONS, ENVIRONMENTAL CONTAMINATION, OR OTHER LOSSES OR DAMAGES CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, OR MISCONDUCT OF VENDOR OR THOSE ACTING ON VENDOR'S BEHALF. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

## **ARTICLE 19 EVENTS OF DEFAULT**

The following shall constitute events of default:

- Failure to timely pay any fees, charges, reimbursements, or other amounts due under this Agreement, including failure to maintain a valid Texas Sales and Use Tax Permit, timely file or provide required sales tax reports, timely remit collected sales taxes, or submission of fraudulent, misleading, or inaccurate sales, tax, or financial information;
- Failure to maintain required insurance, permits, licenses, certifications, food safety certifications, health department approvals, or compliance with applicable federal, state, county, local, health, food service, mobile food unit, or regulatory requirements, including health code violations and failure to maintain required cleanliness, sanitation, and food safety standards;
- Failure to satisfy operational requirements of this Agreement, including the 95% operating requirement, response time and service level expectations, golf cart delivery requirements, unauthorized relocation, sale of unauthorized products, repeated substantiated customer service complaints, conduct detrimental to the reputation of the City or Shary Municipal Golf Course, unauthorized use of City facilities, unauthorized access to restricted areas, misuse of kitchen facilities or equipment, failure to maintain the kitchen in a clean and sanitary condition, negligent damage to City facilities or equipment, or failure to reimburse the City for damages caused by Vendor negligence;
- Assignment, transfer, sublicense, or subcontracting of this Agreement without prior City approval, bankruptcy, insolvency, receivership, or any material breach of this Agreement.

Vendor's failure to operate for more than seven (7) consecutive calendar days without approval from the Golf Director or City Designee shall constitute a default under this Agreement. Upon written notice from the City, Vendor shall have seventy-two (72) hours to resume operations or remove all vehicles, equipment, inventory, supplies, signage, and personal property from City property. Failure to do so may result in the City removing and storing such property at Vendor's sole cost and expense. Prior to disposing of any such property, the City shall provide written notice to Vendor and shall, when practical, prepare an inventory and photographs of the property.

The City may dispose of such property to the extent permitted by law, and the City shall have no liability for any resulting loss or damage.

The City may terminate this Agreement upon written notice and failure to cure a default within ten (10) calendar days, unless the nature of the default requires immediate termination.

## **ARTICLE 20**

### **TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon fourteen (14) calendar days written notice to the other party.

Upon expiration or termination of this Agreement for any reason, Vendor shall remove all vehicles, equipment, inventory, supplies, signage, and personal property from City property within seventy-two (72) hours unless otherwise approved in writing by the Golf Director or City Designee. Any property remaining on City property after such period may be removed and stored by the City at Vendor's sole cost and expense. Prior to disposing of any such property, the City shall provide written notice to Vendor and shall, when practical, prepare an inventory and photographs of the property. The City may dispose of such property to the extent permitted by law, and the City shall have no liability for any resulting loss or damage.

## **ARTICLE 21**

### **ASSIGNMENT**

Vendor shall not assign, transfer, sublicense, or subcontract this Agreement without prior written approval of the City.

## **ARTICLE 22**

### **INDEPENDENT CONTRACTOR**

Vendor is and shall remain an independent contractor and not an employee, agent, partner, joint venturer, or representative of the City. Nothing contained in this Agreement shall be construed as creating an employer-employee relationship between the City and Vendor or any of Vendor's employees, agents, contractors, or representatives. Vendor shall be solely responsible for all compensation, payroll taxes, benefits, insurance, permits, licenses, and other obligations arising from its operations and personnel.

## **ARTICLE 23**

### **GOLF CART DELIVERY SERVICE**

Vendor shall provide golf cart delivery service throughout Shary Municipal Golf Course.

Vendor shall furnish, own, lease, or rent all golf carts utilized for food delivery operations at Vendor's sole expense.

All delivery carts shall be maintained in a clean and professional condition and shall display Vendor branding, logos, marketing materials, or other identifying features approved by the Golf Course Director or City Designee and visible to customers.

Vendor shall deliver food and menu items directly to customers at locations throughout the facility, including but not limited to the clubhouse, starter shack, driving range, practice range, putting greens, chipping greens, golf course, event areas, tournament locations, and other customer-accessible areas.

Deliveries within the golf course shall require the use of an approved golf cart that is clean, safe, properly maintained, and in good operating condition, and that is capable of safely accessing golf course facilities and customer locations.

Vendor shall establish procedures to ensure customers are served at the location most convenient to the customer while maintaining safe and efficient golf course operations.

The Golf Course Director or City Designee may establish additional operational procedures, routes, safety requirements, delivery standards, and service expectations as necessary.

Subject to personnel availability and approval by the Golf Course Director or City Designee, Shary Municipal Golf Course employees may provide food delivery services for Vendor throughout the golf course and related facilities. Such services are optional and may be modified, suspended, or discontinued at any time by the City. Vendor shall reimburse the City at rates established by the Golf Course Director or City Designee. The City shall have sole discretion over personnel availability, delivery procedures, service levels, scheduling, and applicable charges. Nothing herein obligates the City to provide delivery personnel or delivery services.

## **ARTICLE 24 GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Texas.

Venue for any action arising under this Agreement shall lie exclusively in Hidalgo County, Texas.

**No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of any governmental immunity, sovereign immunity, official immunity, statutory protection, limitation of liability, or defense available to the City of Mission under Texas law.

## **ARTICLE 25 STATUTORY CERTIFICATIONS AND DISCLOSURES**

Vendor shall complete and submit any Conflict of Interest Questionnaire required under Chapter 176 of the Texas Local Government Code and, to the extent this Agreement requires action by

the City Council before it may be signed, any Certificate of Interested Parties (Form 1295) required under Section 2252.908 of the Texas Government Code. Vendor shall provide any other certifications, disclosures, and forms required by applicable Texas law as a condition of this Agreement and any renewal or amendment, and shall file any required Form 1295 with the Texas Ethics Commission and deliver a copy to the City prior to the City's execution of this Agreement.

## **ARTICLE 26**

### **NOTICES**

Any notice, request, demand, consent, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered in person; (b) one (1) business day after deposit with a nationally recognized overnight courier, charges prepaid; (c) three (3) business days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (d) when sent by electronic mail, provided that no error or non-delivery message is received and that a copy is sent the same day by one of the foregoing methods. Notices shall be addressed as follows:

If to the City:  
City of Mission, Texas  
Attn: City Manager

\_\_\_\_\_  
Mission, Texas 78572  
Email: \_\_\_\_\_

With a copy to:  
Office of the City Attorney

\_\_\_\_\_  
Email: \_\_\_\_\_

If to Vendor:  
Pineapple Ninjaz, LLC  
Attn: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_

Either party may change its notice address or electronic mail address by written notice given in accordance with this Article.

## **ARTICLE 27**

### **PUBLIC INFORMATION AND RECORDS**

Vendor acknowledges that the City is a governmental body subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and that records submitted to or

maintained by the City under this Agreement, including monthly sales reports, point-of-sale records, sales tax filings, and audit materials, may be subject to public disclosure. Vendor is solely responsible for conspicuously marking, at the time of submission, any information it contends is proprietary, confidential, or otherwise excepted from disclosure; the City does not guarantee the confidentiality of any information and will determine its disclosure obligations in accordance with the Act, including by seeking a ruling from the Texas Attorney General where required by law. Vendor shall comply with applicable records-retention and public-information requirements of Texas law to the extent they apply to this Agreement.

**ARTICLE 28**  
**ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, representations, and agreements.

No amendment shall be effective unless in writing and signed by both parties.

**CITY OF MISSION, TEXAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

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City Secretary

**PINEAPPLE NINJAZ, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **Shary Golf Course Operating Hours:**

Monday: 7 AM – 11 PM

Tuesday: 7 AM – 11 PM

Wednesday: 7 AM – 11 PM

Thursday: 7 AM – 11 PM

Friday: 7 AM – 11 PM

Saturday: 7 AM – 11 PM

Sunday: 7 AM – 11 PM

The foregoing operating hours, including opening and closing times, may be modified by the Golf Course Director or City Designee based on daylight savings time, seasonal daylight conditions, weather, customer demand, tournaments, special events, maintenance activities, operational needs, or other factors deemed necessary by the City.

**Peak Time Hours:** Monday-Sunday from 4 PM-11 PM

### **Extended Hours Operations:**

Night golf operations are generally anticipated to occur between 6:00 PM and 11:00 PM. Such hours may be adjusted by the Golf Course Director or City Designee based on daylight savings time, seasonal daylight conditions, weather, customer demand, tournaments, special events, maintenance activities, operational needs, or other factors deemed necessary by the City.

The City reserves the right to modify the operating schedule at any time. Vendor shall comply with any revised operating schedule approved by the Golf Course Director or City Designee.