

## SERVICE AGREEMENT

**THIS SERVICE AGREEMENT** (“Agreement”) is by and between the TOWN OF PROSPER, TEXAS, a Texas home rule municipality (hereinafter referred to as the “Town”) and CEDARBROOK MEDIA GROUP, LLC, a Texas limited liability company (hereinafter referred to as “Cedarbrook”).

### **Recitals**

**WHEREAS**, in the past, the Town and Cedarbrook have collaborated to plan, organize, operate, and manage the annual Independence Day celebration, otherwise known as “Pride in the Sky”; and,

**WHEREAS**, the Town again desires to hold an annual Independence Day celebration for the benefit and enjoyment of its residents.

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the Town and Cedarbrook agree to the following:

1. Authority. The Town hereby authorizes Cedarbrook to plan, organize, operate and manage the Pride in the Sky event at Frontier Park on Thursday, **July 2, 2026**, subject to the terms and conditions contained herein.

2. Scope of Work. Except as set forth on **Exhibit A**, Cedarbrook at its own cost and expense will furnish all supplies, staff, volunteers, vendors, and incidentals required to plan, organize, and operate Pride in the Sky, including on-site management of the event.

3. Licenses, Permits, Fees, and Assessments. Cedarbrook will submit a Special Event Permit application and such other licenses, permits, and approvals as may be required by law for the performance of this Agreement. The Special Event Permit application shall be submitted no later than **April 1, 2026**, and shall include an event site map designating the location of the stage, Kids Zone, vendors, food trucks, and restrooms. The Town will provide Cedarbrook with a site map indicating the fireworks zone no later than March 15, 2026.

4. Entertainment. Cedarbrook will provide complete Event Production services, including stage, lights, sound, emcee, generators, supplies and incidentals for all live entertainment. Cedarbrook shall book live entertainment for Pride in the Sky. Entertainment shall include the following:

- (a) Live music artist(s) to perform from 5:00 p.m. to the start of the fireworks show.
- (b) Audio equipment shall be sufficient to ensure music, stage announcements, and emergency announcements are audible in the spectator area ranging from the main stage to the soccer complex restrooms.
- (c) Kids Zone with a minimum of twelve (12) inflatables and/or other child-appropriate activities from 5:00 p.m. to the start of the fireworks show.

5. Alcoholic Beverage Sales.

(a) TABC Permit(s). Alcohol may be sold at the event upon the mutual agreement of both parties. If alcoholic beverages are to be sold at the event, Cedarbrook shall be solely responsible for ensuring that all alcohol vendors for the event have obtained the appropriate Texas Alcoholic Beverage Commission (TABC) permits no later than **June 1, 2026.**

(b) Standard of Service. In the event alcoholic beverages are served, Cedarbrook, and any subcontractors, lessees, employees or others retained by Cedarbrook to provide alcoholic beverage sales at Pride in the Sky shall operate in a first-class quality manner and consistent with the highest standard of service as solely determined by the Town.

(c) Management and Operation. Cedarbrook shall engage fully qualified, experienced, and competent employees to manage or operate alcoholic beverage sales, including staff and/or volunteers to manage gate entrances and conduct bag checks for the fenced area at Pride in the Sky. Cedarbrook shall ensure that all alcoholic beverages are served in full compliance with the Texas Alcoholic Beverage Code and all applicable TABC rules and regulations. Alcohol sales shall conclude 1 hour prior to the scheduled conclusion of the event.

(d) Equipment and Supplies. Cedarbrook, including any subcontractors, lessees, employees, or others engaged by Cedarbrook, will be responsible for the efficient sale of alcoholic beverages at Pride in the Sky. Cedarbrook will secure fencing per TABC requirements. Alcohol sales shall include standard beer brands.

(e) Maintenance by Cedarbrook. Cedarbrook, through the engagement of subcontractors, lessees, employees, or others, shall endeavor, at its own expense, to maintain the alcoholic beverage sales area and keep any surrounding areas or grounds free from litter and refuse.

6. VIP Parking. Cedarbrook will provide a designated VIP parking area with a minimum of 10 spaces for Town use. The Town will receive ten (10) complimentary VIP parking passes for Town use. Cedarbrook will distribute parking passes to the Town no later than **June 25, 2026.**

7. Event Operations. Cedarbrook will provide staff to monitor and manage set-up, production, and breakdown of all event venue spaces. Cedarbrook will create a comprehensive run-of-show (ROS) outline and ensure the event runs according to the designated ROS. A traffic/parking plan will be developed by Cedarbrook and the Town. Cedarbrook will provide the Town with the number and location of barricades to be provided by the Town. A copy of the ROS and the number of barricades needed will be provided to Town staff no later than **June 1, 2026.**

8. Event Logistics. Cedarbrook shall conduct site visits to the venue as needed and coordinate event logistics with Town's Director of Communications and/or Special Events Manager. Cedarbrook shall secure fifteen (15) portable restrooms and an additional three (3) handicap accessible restrooms, with handwashing station, and will ensure the restrooms are adequately supplied and maintained throughout the event.

9. Promotion and Marketing. Promotion and marketing shall be agreed upon by the Parties and shall be shared through the Town's and Cedarbrook's communication channels. The

cost of all printed signage, including distribution and set up, shall be at Cedarbrook's expense. Cedarbrook's Pride in the Sky event website shall be updated with the 2026 event schedule, map, sponsors, vendors and food trucks no later than **June 1, 2026**.

10. Food Sales. Cedarbrook shall manage and secure a minimum of fifteen (15) food trucks for the event. Food trucks must receive the appropriate State and/or Town health permits no later than **June 1, 2026**.

11. Sponsorship Sales and Vendors. The Town of Prosper shall be listed as the Town Sponsor for the event. Cedarbrook may sell additional sponsorships and shall retain all revenue from additional sponsorship sales. Cedarbrook shall manage and secure vendors for the event.

12. Prohibited Items for Sale. No tobacco products, including vapor products, shall be sold at Frontier Park.

13. Compliance with Law. Cedarbrook will perform this Agreement in accordance with all applicable ordinances, resolutions, statutes, rules, regulations, and laws.

14. Nondiscrimination. Cedarbrook agrees not to discriminate against any person or class of persons by reason of gender, color, race, creed, religion, marital status, handicap, ancestry, or national origin in its performance of this Agreement.

15. Non-Disparagement. Neither Cedarbrook nor any of its employees, contractors, agents, or volunteers will engage in any action or practice that disparages or otherwise reflects poorly on the Town or any of its officers or employees.

16. License. The Town grants to Cedarbrook a limited, non-exclusive right to use the Town's name, logo, or slogan ("Marks") solely to promote the Town's sponsorship of Pride in the Sky in conjunction with Cedarbrook's promotions, marketing, solicitations, and advertising. Cedarbrook will not change or alter the Marks in any way, and Cedarbrook is prohibited from transferring, sublicensing, or assigning its rights to use the Marks. In its sole discretion, the Town may require the removal of the Marks at any time from any materials developed or distributed by Cedarbrook or used in connection with Pride in the Sky.

17. Town Recognition. In exchange for the use of the Marks and the Town's contributions as referenced in **Exhibit A**, all signage, marketing materials, and associated advertising shall recognize the Town and its sponsorship of Pride in the Sky with placement of the Marks in a manner commensurate with the Town's Sponsorship level.

18. Charitable Solicitations. Cedarbrook acknowledges that sponsors and residents may not fully understand the Town's role as one of the sponsors of Pride in the Sky. Thus, when soliciting funds or services related to this Agreement, Cedarbrook will notify all sponsors or volunteers that funds and services are not being provided to the Town, except to the extent referenced herein.

19. Relationship of the Parties. Both parties agree they are not engaged in a joint venture, and are not partners, agents, or representatives of each other, and have no legal relationship other than as contracting parties to this Agreement. All individuals provided by or

associated with Cedarbrook who perform services at Pride in the Sky will perform such services at the direction of, under the supervision and control of, and for the benefit of Cedarbrook. Such individuals will not perform such services on behalf of the Town and will not be employees, agents or representatives of the Town. Cedarbrook will be solely responsible for any injuries or damages caused by or to said individuals.

20. Insurance.

(a) Commercial General Liability. Cedarbrook will obtain and maintain for the duration of this Agreement and for at least two years after completion of this Agreement, comprehensive general liability insurance with limits of not less than Two Million and No/100 Dollars (\$2,000,000) for bodily injury and property damages and occurrence; and Four Million and No/100 Dollars (\$4,000,000) total aggregate.

(b) Workers' Compensation. Cedarbrook will also obtain and maintain during the term of this Agreement, workers' compensation insurance within the statutory limits.

(c) Certificates. As evidence of insurance coverage, Cedarbrook will provide the Town with one or more Certificates of Insurance (COI) issued by an insurance carrier reasonably acceptable to the Town. The certificate(s) will contain a 30-day written notice of cancellation to the certificate holder and shall name the Town as an additional insured. Cedarbrook shall provide the required COI no later than **June 1, 2026**.

21. Indemnification. **CEDARBROOK SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE TOWN, INCLUDING ITS TOWN MANAGER, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, AND ELECTED OFFICIALS, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE OF THIS AGREEMENT, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR ELECTED OFFICIALS OF THE TOWN. CEDARBROOK ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. CEDARBROOK LIKEWISE ASSUMES ALL LIABILITY AND RESPONSIBILITY AND WILL INDEMNIFY THE TOWN FOR ANY AND ALL INJURY OR DAMAGE TO TOWN PROPERTY ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE OF THIS AGREEMENT AND ANY AND ALL ACTS OR OMISSIONS OF CEDARBROOK, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS.**

22. Funding. Notwithstanding any other provision of this Agreement, in the event that the Town Council has failed to appropriate or budget funds for the sponsorships specified in **Exhibit A**, or that the Town has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the sponsorships specified in **Exhibit A**, the Town's obligation for any remaining sponsorships shall be modified or eliminated in accordance with the Town's appropriations or budget decision, and this Agreement will be deemed so modified or terminated without penalty, charge, or sanction.

23. Renewal. This agreement may be renewed for one or more future Pride in the Sky celebrations upon the mutual written consent of both parties, subject to the following provisions:

- (a) The Town reserves the right not to renew this Agreement and to retain another contractor to plan, organize, operate, and manage future Town Independence Day celebrations; and,
- (b) Cedarbrook reserves the right not to renew this Agreement and to plan, organize, operate, and manage future Pride in the Sky events at a location to be determined within or outside the Town; and,
- (c) Cedarbrook and the Town agree to notify the other party as soon as possible if either decides not to renew this Agreement, in no event later than January 1 of each year this Agreement is in effect.

24. Right of First Refusal. Upon termination of this Agreement, all rights associated with the branding and use of the name “Pride in the Sky” will be owned exclusively by Cedarbrook; provide, however, that the Town will have a first right of refusal to purchase all rights associated with the branding and use of the name “Pride in the Sky.”

25. Notice. Any notice or document required to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

26. Severability. If any one or more of the provisions of this Agreement will for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision.

27. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, whether oral or written.

28. Amendment. This Agreement may not be amended, except by the mutual written consent of both parties.

29. Assignment. Cedarbrook will not assign this Agreement or any rights or obligations hereunder, without the prior written consent of the Town.

30. Authorized Signature. Cedarbrook warrants and affirms that the individual signing this Agreement on its behalf is authorized and empowered to so sign this Agreement and bind Cedarbrook to all of the terms, covenants, and conditions of this Agreement.

31. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the parties hereto, the parties agree to first submit such disagreement to non-binding mediation before resorting to other remedies.


**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date of the last signature.

**TOWN OF PROSPER, TEXAS:**

By: \_\_\_\_\_  
Mario Canizares, Town Manager

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

**CEDARBROOK MEDIA GROUP, LLC:**

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

Printed Name: Jason Reynolds \_\_\_\_\_

Title: Managing Member \_\_\_\_\_

Date: 2/26/2026 \_\_\_\_\_

## EXHIBIT A

### Town of Prosper Obligations

The Town will be responsible for providing the following in-kind services and related items in connection with Pride in the Sky:

<b>In-Kind Service</b>	<b>In-Kind Value</b>
Fireworks Show: The Town will retain a third-party pyrotechnics company to provide the fireworks show at the conclusion of the event	\$30,000
Frontier Park Complex reservation, including lighting and electricity for five (5) fields for a minimum of three (3) hours	\$18,000
Frontier Park Pavilion reservation (10:00 a.m. – 10:00 p.m.), processing, fee and deposit	\$600
Special Event Permit processing fee and deposit	\$1,100
Police Department Personnel: approximately 25 officers, including equipment and apparatus, to ensure security services for the duration of the event	\$20,000
Fire Department Personnel: approximately ten (10) employees, including equipment and apparatus, to ensure fire safety and emergency medical services for the duration of the event; review of Emergency Management Plan; Public Safety Honor Guard to present the colors at the opening of the event	\$6,000
Public Works personnel: load-in, placement and removal of barricades, site and traffic control	\$300
Parks and Recreation Personnel: approximately eight (8) employees to maintain restrooms, load-in and removal of trash and recycle carts, empty trash, litter control, parking/traffic control, event site prep, vehicles and gators for the duration of the event	\$3,400
Code and Health Compliance Personnel: permitting and/or inspection of food trucks	\$300
Communications Personnel: marketing and promotion on Town communication channels	\$500
Wayfinding Signage designating VIP parking, restrooms, and park exits	\$1,000
Legal Fees related to Service Agreement preparation	\$300
Electronic signs for event promotion	\$300
<b>Total In-Kind Contribution</b>	<b>\$81,800</b>