

## 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 COFFEY GLOBAL, LLC, a Texas limited liability company (hereinafter referred to as “Coffey Global”).

### **Recitals**

**WHEREAS**, the Town again desires to hold a Freedom Fest 2024 celebration for the benefit and enjoyment of its residents; and

**WHEREAS**, in 2023 the Town and Coffey Global collaborated to plan, organize, operate, and manage the celebration, known as “Freedom Fest 2023,” and said event was well received by the residents of the Town.

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

1. Authority. The Town hereby authorizes Coffey Global to plan, organize, operate and manage Freedom Fest, 2024 on September 7, 2024, from 5:30 p.m. – 10:00 p.m., subject to the terms and conditions contained herein.

2. Scope of Work. Except as set forth on **Exhibit A**, Coffey Global at its own cost and expense will furnish all supplies, staff, volunteers, marketing, vendors, and incidentals required to plan, organize, and operate, including on-site management of Freedom Fest 2024.

3. Sponsorship Sales. The Town of Prosper is the Title Sponsor for the Freedom Fest 2024 event. Coffey Global will be responsible for additional sponsorship sales. A sponsorship plan detailing the number of sponsors that will be solicited, the cost of each sponsorship level, and the promotional obligations that are required for each sponsorship level will be provided to the Town no later than June 1, 2024. The Town of Prosper will receive 80% of all sponsorship sales, which will be remitted to the Town by Coffey Global within 30 days after the conclusion of the event.

4. Licenses, Permits, Fees, and Assessments. Coffey Global will obtain a special event permit from the Town no later than June 1, 2024, and such other licenses, permits, and approvals as may be required by law for the performance of this Agreement. The Deposit will be paid after the Special Permit has been submitted.

5. Alcoholic Beverage Sales.

(a) TABC Permit(s). Coffey Global shall be solely responsible for obtaining a Texas Alcoholic Beverage Commission (“TABC”) permit. The TABC permit will include standard beer brands, and alcohol sales will conclude 30 minutes after Coffey Anderson begins performing.

(b) Standard of Service. In the event alcoholic beverages are served, Coffey Global, and any subcontractors, lessees, employees or others retained by Coffey Global provide

alcoholic beverage sales at Freedom Fest 2024 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. Coffey Global shall engage fully qualified, experienced, and competent employees to manage or operate alcoholic beverage sales at Freedom Fest 2024.

(d) Equipment and Supplies. Coffey Global, including any subcontractors, lessees, employees, or others engaged by Coffey Global, will be responsible for complete event production, including stage, lights and sound and the efficient sale of alcoholic beverages at Freedom Fest.

(e) Maintenance by Coffey Global. Coffey Global, 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. Entertainment. Coffey Global will provide Complete Event Production, including stage, lights and sound. Coffey Anderson with an accompanying full band will perform for 90 Minutes on Stage. Further, 2 live opening performances will be provided starting at 5:30 p.m.

7. Event Operations. Coffey Global will create a comprehensive run-of-show (ROS) outline and ensure the event runs according to the designated ROS. Coffey Global will provide VIP space and staff to manage the gate entrances for taking General Admission Tickets and bag checks at the event site. Coffey Global shall provide staff to manage the VIP area, including monitoring the gate entrance to the area and provide set-up and breakdown of all event venue spaces.

8. Event Logistics. Coffey Global shall conduct site visits to the venue as needed and coordinate event logistics with Dan Baker and/or Kaylynn Stone. Coffey Global shall secure vendors for 14 regular portable restrooms, 2 ADA restrooms, 4 hand sanitizing stations, portable security lights, and portable fencing around the event venue as required by TABC. Coffey Global shall secure vendors for shuttle service and arrange for off-site parking through Prosper ISD. The proposed shuttle route shall be included with the Special Event Permit and approved by the Town. The Special Event Permit application shall be submitted no later than June 1, 2024. The Town's deposit, as reflected in Exhibit A, shall be paid after a Special Event Permit has been issued. The Special Event Permit shall include a detailed site map designating the location of entry gates, fencing required by the Texas Alcoholic Beverage Code, shuttle pick-up and drop-off sites, food trucks, restrooms, alcohol sales, VIP area, and stage.

9. Ticketing. Coffey Global shall create and manage event registration through Eventbrite. Tickets will be required for entry, but there will be no charge for General Admission tickets. Tickets shall be limited to 2,000. Individuals will be limited to five tickets per person. VIP tickets will be sold for an amount agreed upon by the Town and the Town will retain 100% of the proceeds which will be remitted to the Town by Coffey Global within 30 days after the conclusion of the event. General Admission and VIP Tickets will be available to the public no later than August 7, 2024.

10. Promotion and Marketing. Promotion and marketing shall be agreed upon by the Parties and shall be shared through the Town's and Coffey Global's social media channels. All signage, print, and digital marketing materials, including distribution and set up, shall be at Coffey Global's expense. Coffey Global shall place informational event signage at shuttle pick-up and drop-off sites.

11. Food Sales. Coffey Global shall manage and secure food trucks for the event. Food vendors are to be permitted by the Town no later than August 1, 2024. The Town will receive 20% of all food sales, which will be remitted to the Town by Coffey Global within 30 days of the event.

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

13. Nondiscrimination. Coffey Global 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.

14. Non-Disparagement. Neither Coffey Global 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.

15. License. The Town grants to Coffey Global a limited, non-exclusive right to use the Town's name, logo, or slogan ("Marks") solely to promote the Town's sponsorship of Freedom Fest 2024 in conjunction with Coffey Global's promotions, marketing, solicitations, and advertising. Coffey Global will not change or alter the Marks in any way, and Coffey Global 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 Coffey Global or used in connection with Freedom Fest 2024.

16. 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 Freedom Fest 2024 with placement of the Marks in a manner commensurate with the Town's level of sponsorship.

17. Charitable Solicitations. Coffey Global acknowledges that sponsors and residents may not fully understand the Town's role as one of the sponsors of Freedom Fest 2024. Thus, when soliciting funds or services related to this Agreement, Coffey Global will notify all sponsors or volunteers that funds and services are not being provided to the Town, except to the extent referenced herein.

18. 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 Coffey Global who perform services at Freedom Fest 2024 will perform such services at the direction of, under the supervision and control of, and for the benefit of Coffey Global. Such individuals will not perform such services on behalf of the Town and will not be

employees, agents or representatives of the Town. Coffey Global will be solely responsible for any injuries or damages caused by or to said individuals.

19. Insurance.

(a) Commercial General Liability. Coffey Global 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. Coffey Global 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, Coffey Global will provide the Town with one or more certificates of insurance issued by an insurance carrier reasonably acceptable to the Town. The certificate(s) shall be included with the Special Event Permit application. 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.

20. Indemnification. **COFFEY GLOBAL 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. COFFEY GLOBAL ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. COFFEY GLOBAL 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 COFFEY GLOBAL, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR VOLUNTEERS.**

21. 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.

22. 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.

23. 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.

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

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

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

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

28. 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:**

Town of Prosper, Texas

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

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

**COFFEY GLOBAL:**

Coffey Global Media Group, LLC

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

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

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

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

**EXHIBIT A**

**Town’s Obligations**

The Town will be responsible for providing the following sponsorships and related items in connection with Freedom Fest 2024:

1. Title Sponsor Status
2. \$53,150 – Deposit to be paid no later than June 1, 2024 (Deposit will be paid after Special Permit has been issued)
3. \$53,150 – Remainder to be paid upon completion of the concert.
4. 20 Trash Carts and 10 Recycling Carts
5. Agreed upon social media/website promotion timeline, including platforms to be utilized and frequency of posts according to sponsorship promotional obligations (to include FAQ page, Facebook Event)
6. Administrative Access to Eventbrite Website to monitor VIP and General Admission ticket registration
7. Town of Prosper staffing for the day of event logistics (Parks and Recreation - Litter Management) (Public Works - Site and Traffic Control) (Police and Fire – Safety) (Health Department - Food Permits)

**Freedom Fest 2024 Budget Estimate**

E-Factor Fee	\$15,000
Portable Restrooms	\$3,700
Fencing	\$11,500
Security	\$3,000
Signage/Banners	\$1,500
Light Towers	\$1,300
Shuttles	\$5,300
Water Stations/Stanchions, Tables, etc.	\$5,000
Coffey Anderson Fee	\$30,000
Production (Stage/Lights/Sound)	\$30,000

**TOTAL: \$106,300**

