

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 Off Broadway Productions, LLC, a Texas corporation (hereinafter referred to as “OBP”).

Recitals

WHEREAS, the Town desires to hold a Downtown Block Party for the benefit and enjoyment of its residents; and

WHEREAS, in 2024 and 2025 the Town collaborated with a downtown business owner to plan, organize, operate, and manage the festival, known as “Inappropriate Trucker Hats Fest,” and said event was well received by the residents of the Town; and

WHEREAS, the previous business has since moved from the Downtown Prosper area, and Off Broadway Productions (OBP) has expressed an interest in collaborating with the Town on the Downtown Block Party event in 2026.

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

1. **Authority**. The Town hereby authorizes OBP to plan, organize, operate and manage the Downtown Block Party on May 30, 2026, from 10:00 a.m. – 10:00 p.m., subject to the terms and conditions contained herein.

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

3. **Licenses, Permits, Fees, and Assessments**. OBP will submit a Special Event Permit application to the Town no later than February 1, 2026, and such other licenses, permits, and approvals as may be required by law for the performance of this Agreement. The Town’s financial contribution of \$30,000 shall be paid after the Special Event Permit application has been submitted with all required attachments.

4. **Alcoholic Beverage Sales**.

(a) **TABC Permit(s)**. OBP shall be solely responsible for ensuring that all alcohol vendors for the event have obtained the appropriate Texas Alcoholic Beverage Commission (TABC) permits.

(b) **Standard of Service**. In the event alcoholic beverages are served, OBP, and any subcontractors, lessees, employees or others retained by OBP to provide alcoholic beverage sales at the Downtown Block Party 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**. OBP 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 and VIP area at the Downtown Block Party. OBP 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. OBP, including any subcontractors, lessees, employees, or others engaged by OBP, will be responsible for the efficient sale of alcoholic beverages at the Downtown Block Party. OBP will secure fencing per TABC requirements and will arrange for at least three mobile bars for alcoholic beverage sales within the fenced area for the evening concert. Alcohol sales shall include standard beer brands.

(e) Maintenance by OBP. OBP, 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.

5. Entertainment. OBP will provide complete Event Production services, including stage, lights, sound, emcee, generators, supplies and incidentals for all live entertainment. OBP shall book live entertainment for the Downtown Block Party, subject to the approval of the Town. Live entertainment shall include the following:

- At least four live music performances on the Downtown Plaza, staggered between the hours of 10:00 a.m. – 5:00 p.m., preferably by local school bands, student musicians and/or youth ensembles.
- At least four live music performances at Downtown restaurant establishments, staggered between the hours of 11:00 a.m. – 5:00 p.m.
- Two nationally-recognized country music headliner acts plus at least one opening regional act for the evening ticketed concert from 6:00 p.m. – 10:00 p.m.
- Kids Zone with inflatables and other child-appropriate activities from 10:00 a.m. – 5:00 p.m.
- BMX Stunt Show with bicycle education, anti-bullying messaging, and performances between 10:00 am – 5:00 p.m.

6. VIP Area. OBP will provide a VIP area for a maximum of 200 people exclusively for event sponsors and guests to be determined by OBP. The Town will receive 50 complimentary VIP tickets for Town use. OBP will distribute wristbands prior to the event and will be responsible for manning the gate entrance to the VIP area. OBP will provide a catered meal, alcoholic and non-alcoholic beverages, and a private, pre-event concert in the VIP area prior to the 6:00 p.m. show on the main stage. VIP alcoholic drink tickets will be distributed and managed by OBP. OBP may use the outdoor furniture on site, but the existing structure shall remain locked and will not be accessible during the event.

7. Event Operations. OBP will create a comprehensive run-of-show (ROS) outline and ensure the event runs according to the designated ROS. A copy of the ROS will be provided to Town staff no later than April 30, 2026. OBP will provide staff to manage the gate entrances

for taking General Admission Tickets and conducting bag checks. OBP 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. OBP shall conduct site visits to the venue as needed and coordinate event logistics with Todd Rice and/or Kaylynn Stone. OBP shall secure ten (10) portable restrooms and an additional two (2) handicap accessible restrooms, portable security lights, shuttle service to and from an off-site parking venue for the evening ticketed concert, and portable fencing around the event venue as required by TABC. The Special Event Permit application shall be submitted no later than February 1, 2026. The Special Event Permit application shall include a site map designating the location of entry gates, fencing required by the Texas Alcoholic Beverage Code, shuttle pick-up and drop-off sites, Kids Zone, BMX Show, Youth Band Showcase, vendors, food trucks, restrooms, alcohol sales, VIP area, and stage.

9. Ticketing. OBP shall create and manage event registration for the evening concert through Eventbrite. Tickets will be required for entry and attendance will be limited to adults age 18 and above. OBP shall ensure the minimum age requirement is prominently stated on the event registration website. A maximum of 4,000 tickets may be sold, and OBP shall retain all revenue from ticket sales.

10. Promotion and Marketing. Promotion and marketing shall be agreed upon by the Parties and shall be shared through the Town's and OBP's communication channels. The Town shall create all digital marketing materials, subject to OBP's approval. The cost of all printed signage, including distribution and set up, shall be at OBP's expense. OBP shall place informational event signage at shuttle pick-up and drop-off sites.

11. Food Sales. OBP shall manage and secure food trucks for the event. Food vendors are to be permitted by the Town no later than April 30, 2026.

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

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

14. Nondiscrimination. OBP 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 OBP 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 OBP a limited, non-exclusive right to use the Town's name, logo, or slogan ("Marks") solely to promote the Town's sponsorship of the Downtown Block Party in conjunction with OBP's promotions, marketing, solicitations, and advertising. OBP will not change or alter the Marks in any way, and OBP 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 OBP or used in connection with the Downtown Block Party.

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 the Downtown Block Party with placement of the Marks in a manner commensurate with the Town's Title Sponsorship level.

18. Charitable Solicitations. OBP acknowledges that sponsors and residents may not fully understand the Town's role as one of the sponsors of the Downtown Block Party. Thus, when soliciting funds or services related to this Agreement, OBP 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 OBP who perform services at the Downtown Block Party will perform such services at the direction of, under the supervision and control of, and for the benefit of OBP. Such individuals will not perform such services on behalf of the Town and will not be employees, agents or representatives of the Town. OBP will be solely responsible for any injuries or damages caused by or to said individuals.

20. License Agreements. OBP agrees to enter into License Agreements with the Prosper Economic Development Corporation, owner of 380 West Broadway and 211 West Fifth Street; and Collin County Land Company/Verity Investments, owner of 212 West Broadway, for use of the property for the event.

21. Insurance.

(a) Commercial General Liability. OBP 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. OBP 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, OBP 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.

21. Indemnification. **OBP 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. OBP ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. OBP 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 OBP, 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. 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.

24. 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.

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

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

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

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

29. 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: _____

OFF BROADWAY PRODUCTIONS, LLC:

By: 
Printed Name: Dustin M. Smothers
Title: CO-OWNER
Date: 1/7/26

EXHIBIT A

Town of Prosper Obligations

In addition to a \$30,000 financial contribution, the Town will be responsible for providing the following in-kind services and related items in connection with the Downtown Block Party:

In-Kind Service	In-Kind Value
Special Event Permit Processing Fee & Deposit	\$1,100
Police Department Personnel: approximately 25 officers to ensure security services for the duration of the event	\$20,000
Fire Department Personnel: approximately 4-6 employees to ensure fire safety and emergency medical services for the duration of the event; review of Emergency Management Plan	\$10,000
Public Works personnel: load-in, placement and removal of barricades, site and traffic control	\$300
Parks and Recreation Personnel: approximately 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
Graphic Design personnel: create marketing and promotional materials	\$1,000
Communications personnel: marketing and promotion on Town communication channels	\$5,000
Legal Fees related to Service Agreement and License Agreement preparation	\$600
Electronic signs for event promotion	\$300
Total In-Kind Contribution	\$42,000