



PROMOTER/PLANNER – FRONT STREET FESTIVAL PLAZA CONTRACT

1. **THE PARTIES.** This Service Contract (the “Agreement”) made on _____
(the “Effective Date”) is by and between:

Promoter/Planner: Winner Circle 4 (WC4), with a mailing address of
3260 North State Line Avenue, Texarkana, Arkansas 71854 (the “Service Provider”), and

City: CITY OF TEXARKANA, ARKANSAS, with a mailing address of
216 WALNUT STREET, TEXARKANA, AR 71854 (the “City”).

The Service Provider and the City are each referred to as a “Party” and, collectively, as the
“Parties.”

IN CONSIDERATION of the provisions contained in this Agreement and for other good and
valuable consideration, the City hires the Service Provider to work under the terms and
conditions hereby agreed upon by the Parties:

2. **TERM.** The term of this Agreement shall commence on 3/17/2025 and terminate:

- ☐ - On the date of 3/17/2028.
- ☐ - Upon completion of the Services performed.
- ☒ - Other: 3/17/2028 at the City’s option to extend for another 3 to 5 years.

3. **SERVICES.** The Service Provider agrees to provide the following:

Event promotion and planning services for FRONT STREET FESTIVAL PLAZA at 400 East
Front Street, Texarkana, Arkansas (the “Project”). The Service Provider shall be responsible
for promotion, coordination, planning, and execution of the Front Street Festival Plaza as a
destination for special events for 3/17/2025 through 3/17/2028.

Hereinafter known as the “Services.”

Services shall include:

Internal Support – Coordinate efforts with City staff

- Develop and manage event planning timeline.

- Participate in committee meetings, as required by City Manager
- Coordinate with City staff to ensure event planning progresses in a timely manner so that all deadlines are met, and the event is staying within approved budget.
- Distribute all necessary information to event planning members.
- Secure personnel for day-of support.
- Participate in production meetings with planning members and volunteers to review event logistics. Meetings to occur on a sliding scale with frequency increasing as the event date approaches.
- Secure insurance from all vendors (service and booth) listing The City of Texarkana, Arkansas and your agency as additional insured.
- Hold Pre-production and Post-production meetings with planning members and volunteers. Pre-production meetings are to be held on schedule set by the agency and will increase to a weekly basis as the event nears.

Venue (Front Street Festival Plaza)

- Develop and provide necessary information regarding event layout.
- Work with the City of Texarkana, Arkansas Public Works Department and other required agencies to secure adequate permits needed for the event and street closure.
- Ensure all service vendors (production companies, musicians, etc.) have access to the venue for walk-through and sound check, as needed.

Sponsorship Acquisition

- Solicit sponsors to participate in the event.
- Collect fees from event sponsors and prepare an accounting of all revenues received to offset expense of event.
- Acquire vector (.ai or .eps) logos and provide to City staff for marketing materials.
- Build and manage sponsorship registration database in coordination with City staff.

Day of Event Support

- Create logistics, program, and contact list for service vendors for planning staff, volunteers, and others as needed.
- Provide on-site supervision of event vendors and event flow management during the event.
- Manage event registration (with support from planning staff and volunteers) and distribution of materials (programs, handouts, etc.)
- Coordinate with event and service vendors re: access, placement, timing, payment, etc.
- Coordinate with event and service vendors to ensure event footprint is cleared of materials and debris, as per requirements provided by City of Texarkana, Arkansas.
- Other day-of tasks as necessary

Other Activities

- Attend and help oversee walk-throughs and rehearsal.

The Service Provider guarantees that they shall perform the Services in compliance with the policies, standards, and regulations of the City, including local, state, and federal laws, and to the best of their abilities.

- 4. CITY EVENTS TO BE PROMOTED/PLANNED.** The Service Provider committed to promoting and planning five events.

Events are listed as follows:

- a) Mardi Gras (First Quarter) – March 1, 2025
- b) Catfish and Mudbug Music Festival (Third Quarter) – July 5, 2025
- c) National Night Out (Third Quarter) – August 5, 2025
- d) Fall Festival (Fourth Quarter) – October 25, 2025
- e) Santa's Workshop Market and Light Show (Fourth Quarter) – December 6, 2025

- 5. FREEDOM TO CREATE, PROMOTE, AND EXECUTE.** The Service Provider shall have the freedom to create, promote and execute events included in this agreement without any required monthly/weekly meetings and/or additional personnel outside of Service Provider's staff, leading up to the event(s). However, the Service Provider shall be transparent with the City regarding all events scheduled at Front Street Festival Plaza in order to maintain a cohesive and successful partnership with the City. All marketing material distributed that utilize the City logo, or represent the City as a sponsor, shall be approved by the Public Works department prior to distribution to the public.
- 6. RIGHT OF USE/RENTAL.** The City shall maintain the right of use and rental of the Front Street Festival Plaza for any dates and/or events not scheduled/planned by the Service Provider. The City and the Service Provider shall maintain a synchronized calendar of events to ensure real time availability of dates. The Service Provider shall not be entitled to rental fees or proceeds gained from events not scheduled and planned by the Service Provider.
- 7. EVENT CALANDER.** Service Provider shall ensure events planned are coordinated with Public Works and added to the City's Calander. Both parties shall ensure Front Street Festival Plaza Calander of events are shared so that both parties are aware of obligated dates. This will ensure there are no double bookings.

This shall include:

- Applying for a Public Facilities Use Permit (PFU)
- Applying for Front Street Stage Event Use

All fees related to Front Street Festival Plaza shall be waived with the exception of the \$800.00 fee per event and barricade fees for the events that are not associated with the events included in this contract.

- 8. CITY COMMITMENT.** The City agrees to provide the Service Provider the following for the Services performed under this Agreement as it relates to events planned in this contract:
- a) Site prep before events (lawn care, minimal stage setup to include curtain erection and lift availability, trash receptacles, electrical repairs)
 - b) Cleanup and stocking of bathrooms before the start of event.
 - c) Cleanup up and trash disposal before the start of event.
 - d) Cleanup up and trash disposal after the event.
 - e) Provide adequate refuse containers within the confines of Front Street Festival Plaza. (Based on the size of anticipated crowd from the Service Provider)

THE CITY SHALL NOT PROVIDE TO THE SERVICE PROVIDER:

- a) Security service of any form for any event promoted/planned by Service Provider. Security requirements will be outlined by the Texarkana Arkansas Police

Department (TAPD) and be the responsibility of the Service Provider to arrange, obtain and finance. Security must be obtained from or approved by TAPD and paid for directly to TAPD or its designated agent by the Service Provider.

- b) Staffing of entrance gates for any event at Front Street Festival Plaza. Staffing shall be provided by the Service Provider or their subcontractors.

9. PAYMENT TO THE CITY. The Service Provider will pay \$800.00 per event at Front Street Festival Plaza that has been scheduled by the Service Provider. Barricade fees shall be charged for any events scheduled by the Service Provider that are not included in this agreement. At such time Service Provider starts receiving funding from the Advertising and Promotion Commission (A&P) to offset expenses for the events, the payment to the City shall be adjusted accordingly and at the discretion of the City Manager.

10. PROCEEDS. In exchange for providing the services contained in this Agreement, the Service Provider shall be entitled to keep all fees, proceeds, and other income from the events outlined in Paragraph 4 and any other events which the Service Provider schedules and plans under this Agreement.

11. SERVICE PROVIDER FEES. The Service Provider shall provide a list of all fees associated above the fees the City already has in place for Front Street Festival Plaza. The City understands fees shall differ from the City approved fees as Service Provider will be acting independently of the City, however as this is public property a copy of all fees charged must be provided for public knowledge. Such fees shall only include additional costs associated with being the promoter/planner to cover event expenses.

12. TERMINATION. In the event of a material breach, either party may terminate this Agreement prior to the end of the term by providing 120 days' written notice to the defaulting party.

13. INSPECTION OF SERVICES. Any event shall be subject to the City inspecting the completed Services provided by the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the City shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

14. RETURN OF PROPERTY. Upon termination of this Agreement, in the event the City has provided equipment during the duration of this contract to Service Provider all property provided by the City must be returned by the Service Provider. Failure to do so may result in legal action against the Service Provider.

15. TIME IS OF THE ESSENCE. The Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

16. MUTUAL INDEMNIFICATION. Subject to the terms and conditions set forth in this Agreement, each Party shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, and permitted successors and assigns, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are brought on account of any injuries or damage, or loss, real or alleged, received or sustained by any person, persons, or property, arising out of the Services provided under this Agreement or by either Party's failure to perform or comply with any requirements of this Agreement, including, but

not limited to, any claims for personal injury, property damage, infringement of copyright, patent, or other proprietary rights.

17. CONFIDENTIALITY. The Service Provider acknowledges and agrees that all of the City's financial and accounting records, lists of property, including amounts paid, City and customer lists, and any other data and information related to the City's business is confidential (the "Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the City and information which is a matter of public record, the Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with prior written consent from the City.

- a) Return of Documents. The Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the City containing Confidential Information shall be the sole and exclusive property of the City and shall be returned to the City upon termination of this Agreement or upon the written request of the City.
- b) Injunction. The City agrees that it would be difficult to measure damage to the City's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such a breach. Accordingly, the Service Provider agrees that should they breach this Section, the City shall be entitled to, in addition to all other remedies it may have at law or equity, an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the City.
- c) No Release. The Service Provider agrees that the termination of this Agreement shall not release them from the obligations in this Section.

18. TAXES. The Service Provider shall pay and be solely responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Service Provider hereunder. Any such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the Services are for the Service Provider's account, and the Service Provider hereby agrees to pay such taxes. Further, the Service Provider is solely responsible for withholding income taxes of the Service Provider's personnel, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits thereof.

19. INDEPENDENT CONTRACTOR STATUS. The Service Provider, under the code of the Internal Revenue Service (IRS), is an independent contractor and neither the Service Provider or their employees or contract personnel are, or shall be deemed, the City's employees. In its capacity as an independent contractor, the Service Provider agrees and represents that:

- a) The Service Provider has the right to perform Services for others during the term of this Agreement.
- b) The Service Provider has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed.
- c) The Service Provider shall select the routes taken, starting and ending times, days of work, and the order in which work will be performed.
- d) The Service Provider has the right to hire assistants as subcontractors or to use employees to provide the Services under this Agreement.

- e) Neither the Service Provider nor the Service Provider's employees or personnel shall be required to wear any uniforms provided by the City.
- f) The Services required by this Agreement shall be performed by the Service Provider or the Service Provider's employees or personnel, and the City will not hire, supervise, or pay assistants to help the Service Provider.
- g) Neither the Service Provider nor the Service Provider's employees or personnel shall receive any training from the City for the professional skills necessary to perform the Services required by this Agreement.
- h) Neither the Service Provider nor the Service Provider's employees or personnel shall be required by the City to devote full time to the performance of the Services required by this Agreement.

20. SAFETY. The Service Provider shall be solely responsible for protecting its employees, sub-service providers, material suppliers, and all other persons from risk of death, injury, or bodily harm arising from or in any way related to the Services or the site where Services are being performed (the "Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. The Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

21. VENDORS. The Service Provider shall ensure all vendors operating on Front Street Festival Plaza property hold appropriate state and local beverage, alcohol, sales, and food permits depending on the nature of the product being provided and/or sold.

22. ALCOHOL SALES. The Service Provider will provide an accounting of all alcoholic beverage sales by all liquor vendors operating concessions located within the confines of Front Street Festival Plaza during times of coinciding events either included in this agreement or not included. The Service Provider shall provide accounting on a city reporting form provided by the City Finance Department.

23. SUCCESSORS AND ASSIGNS. The Service Provider shall not contract with a third party for services assigned in this contract without prior written consent from the City which may be withheld for any reason or for no reason in the absolute discretion of the City.

24. NO WAIVER. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

25. GOVERNING LAW. This Agreement shall be governed under the laws in the State of Arkansas.

26. SEVERABILITY. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court administers that any such provision or section is invalid or unenforceable, thus limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

27. ADDITIONAL TERMS AND CONDITIONS.

- a) Service Provider shall provide at the signing of contract dates for events included in this contract with one additional make-up date for the City to block off on calendar.

- b) Provide the City with a list of needs 45 days (matches PFU requirements) prior to the event. (i.e. stage curtains, hanging of large stage banners, street barricades, perimeter fencing needs, parking lot signage, extra trash receptacles, etc.)
- c) Service Provider shall as much as possible control litter during event.
- d) Event feedback for tracking purposes. (estimated attendance, number of volunteers, number of vendors)

28. PERFORMANCE CLAUSE. In connection with the performance of its duties under this Agreement, the Service Provider shall provide all services in accordance with all applicable laws and regulations and the highest professional standards. The Service Provider shall at all times act in good faith and agrees to use its commercially reasonable efforts within reasonable time limits to insure the accuracy and timeliness of all services performed under this Agreement. The City shall at its sole discretion cancel the contract if Service Provider fails to comply and deliver all services in accordance with this Agreement.

29. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Parties.

IN WITNESS WHEREOF, the Parties have signed and duly executed this Agreement on the dates identified below.

City Official Signature: _____ **Date:** _____

Print Name Tyler Richards, City Manager – City of Texarkana, Arkansas

Promoter/Planner's Signature: _____ **Date:** _____

Print Name Tameka Grady, President – Winner Circle 4