

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

PROMOTIONAL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **the Heart of Tomball Alliance**, a non-profit corporation (the “Alliance”). ,

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

WHEREAS, the Development Corporations Act, codified in Texas Local Government Code Chapters 501 through 505, allows the TEDC to spend up to ten percent of its annual revenues on promotional expenses; and

WHEREAS, the Alliance has proposed to provide promotional services by hosting and promoting a number of events in Tomball designed to bring visitors from outside Tomball into the city and to promote and grow Tomball businesses; and

WHEREAS, the Board of Directors has found that the promotional services proposed by the Alliance will publicize the city of Tomball for the purpose of developing new and expanded business enterprises in Tomball and

WHEREAS, the Alliance has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Alliance agree as follows:

**I.
PROMOTIONAL SERVICES**

1.1 Services Provided. The Alliance will provide the following promotional services;

A. Event Production - The Alliance will put on seven events, as further described in the Event Calendar in the Grant Application found in Exhibit A (the “Events”), which is attached hereto and incorporated by reference into this Agreement.

B. Marketing and Advertising – The Alliance will promote the Events through dedicated paid advertising campaigns, as described in Exhibit A. This may include the use of professional advertising management contractors.

C. Website and Digital Infrastructure – The Alliance will establish and maintain a website for the Alliance, which will promote the Events and Tomball businesses, as described in Exhibit B (“Website & Digital Infrastructure”).

D. Visitor Safety and Transportation – During the Events, the Alliance shall provide a shuttle service to transport visitors between designated locations in Old Town Tomball, and to provide other safety services during events to increase public safety during the Events, as described in Exhibit C (“Visitor Safety and Transportation”).

1.2 Timing of Services. All services provided pursuant to this Agreement shall be provided within 12 months of the Effective Date of this Agreement.

II. Payment

2.1. Payment. The TEDC shall pay the Alliance for the services under this Agreement on a reimbursement basis in an amount not to exceed Fifty-Three Thousand, One Hundred and Forty-Seven Dollars (\$53,147). The Alliance shall provide any costs for reimbursement to the TEDC with all invoices with line-item detail showing the cost, along with any necessary documentation showing how the cost qualifies for reimbursement under this Agreement. The TEDC shall have thirty (30) days to review the request for payment and either approve or deny the request or request additional information. Any request for reimbursement made beyond the first anniversary of the Effective Date of this Agreement shall not be eligible for reimbursement.

III. BREACH AND TERMINATION

3.1 Breach by Alliance. The failure of the Alliance to comply with any substantive obligation of this Agreement shall constitute a breach of this Agreement

3.2. Breach by TEDC. The failure of either TEDC to make the required sponsorship payments under Section 2.1 of this Agreement or to comply with any other substantive obligation of this Agreement shall constitute breach of this Agreement

3.3. Cure and Remedies. The TEDC shall provide written notice to the Alliance of any material breach of this Agreement by Alliance. The Alliance shall have thirty days (30) following receipt of said written notice to cure such breach. If the Alliance is unable to cure such breach within the window provided, this Agreement may be terminated by the TEDC and any unaccrued payments

by the TEDC under this Agreement may be withheld. Additionally, for any failure to hold the Events as required, the TEDC may demand repayment of any and all payments made under this Agreement. If the Alliance breach is caused by a failure to perform an obligation other than holding the Events as required and such breach cannot be reasonably cured, the TEDC may negotiate with the Alliance for a substituted act to be considered a remedy of the breach in lieu of termination. Notice of breach and opportunity to cure shall be in writing and delivered in a manner consistent with Section 4.3 of this Agreement.

IV.

Other Terms and Conditions

4.1 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that, if the performance of any obligations hereunder is delayed or cancelled by any cause reasonably beyond the control of the applicable Party obligated or permitted under the terms of this Agreement to do or perform the same, which makes performance by such Party illegal or impossible, including, without limitation, by reason of war; civil commotion; acts of God; unusually inclement or severe weather conditions; fire; pandemic (including, but not limited to, COVID-19); epidemic; declaration of disaster or emergency by the State of Texas, Tarrant County, or the City of Arlington; or other circumstances that are reasonably beyond the control of the applicable Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not (each, a “Force Majeure Event”), the Party so obligated or permitted will be excused from doing or performing the same during such period of delay, so that the time period applicable to such performance will be extended for a period of time equal to the period such Party was delayed, unless the same results in canceling the relevant event. The Parties acknowledge that the occurrence of a Force Majeure Event shall not excuse a Party’s payment obligations under this Agreement.

4.2 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby, and this Agreement will be liberally construed so as to carry out the intent of the Parties to it.

4.3 Notices. Any notice, request or other communication required or permitted to be given under this Agreement must be given in writing by delivering via e-mail, overnight delivery service, or registered or certified mail, return receipt requested, addressed to the respective parties at the addresses shown herein (and if so given, deemed given when mailed). Any and all notices or communications or deliveries required or permitted to be provided hereunder shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via facsimile or electronic mail prior to 5:00PM Eastern time on a business day in the United States and an electronic confirmation of delivery is received by the sender; (b) the next business day in the United States after the date of transmission, if such notice or communication is delivered later than 5:00PM Eastern time or on a day that is not a business day in the United

States; (c) the next business day following the date of mailing, if send by U.S. nationally recognized overnight delivery service; or (d) upon actual receipt by the Party to whom such notice is required to be given. Any Party's address for notice may be changed at any time and from time-to-time, but only after thirty (30) days' advance written notice to the other Parties and must be the most recent address furnished in writing by one Party to the other Parties. The giving of notice by one Party that is not expressly required by this Agreement will not obligate that Party to give any future notice.

TEDC:

Tomball Economic Development Corporation

Attn: Executive Director

29201 Quinn Road, Suite A

Tomball, TX 77375

Alliance:

Heart of Tomball Alliance

Attn: Vic Lawrence

13202 Spring Hollow Drive

Tomball, TX 77375

4.4. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS. This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the City of Tomball's Charter and ordinances, as amended; provided, however, that any future Charter or ordinance amendment will not be deemed to modify, amend, or negate any provision of this Agreement.

4.5 No Waiver. The failure of any Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder will not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

4.6 VENUE AND CHOICE OF LAW. This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State District Court of Harris County, Texas. This Agreement is performable in Harris County, Texas.

4.7 NO THIRD-PARTY RIGHTS. The provisions and conditions of this Agreement are solely for the benefit of the Parties, and any lawful assign or successor of Alliance and are not intended to create any rights, contractual or otherwise, to any other person or entity.

4.8. AMENDMENT. No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

4.9. INDEMNIFICATION.

a. THE ALLIANCE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY, HOLD HARMLESS, AND DEFEND, AT ITS OWN EXPENSE, THE TEDC FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LAWSUITS, JUDGMENTS, ACTIONS, CAUSES OF ACTION, LIENS, LOSSES, EXPENSES, COSTS, FEES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE), PROCEEDINGS, DEMANDS, DAMAGES, LIABILITIES, OR SUITS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY OR MONETARY LOSS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (COLLECTIVELY, "THIRD PARTY CLAIMS"), ARISING OUT OF, OR RESULTING FROM ANY (i) BREACH BY ALLIANCE OF ITS REPRESENTATIONS HEREUNDER OR (ii) NEGLIGENCE OR WILLFUL MISCONDUCT BY USJC AND ITS OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, MEMBERS, PARTNERS, AND REPRESENTATIVES IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THIS AGREEMENT.

b. IF ANY THIRD PARTY CLAIM IS BROUGHT AGAINST THE AEDC IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, ALLIANCE, ON NOTICE FROM THE TEDC, MUST DEFEND SUCH THIRD PARTY CLAIM, AT ITS OWN EXPENSE.

c. This section will survive the expiration or termination of this Agreement.

4.10. ASSIGNMENT. The Parties hereto will not assign or transfer its interest herein without prior written consent of the other party, and any attempted assignment or transfer of all or any part hereof without such prior written consent will be void. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2026 (the “Effective Date”).

HEART OF TOMBALL ALLIANCE

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A
THE EVENTS

Event	Month
Purse Bingo	April 2026
Shop & Stroll	May 2026
Shop & Stroll	July 2026
Fashion Show	August 2026
Shop & Stroll	October 2026
Shop & Stroll	December 2026
Shop & Stroll	February 2027

Budget Category	Notes	Amount
MARKETING & ADVERTISING		
Paid Regional Advertising	\$2,500 × 7 events	\$17,500
Ad Management — Modern Marketing & Media	\$450/mo × 12 months	\$5,400
Marketing & Advertising Subtotal		\$22,900
EVENT PRODUCTION		
Event Materials	Décor, signage, supplies (7 events)	\$14,000
Event Production Total		\$14,000

EXHIBIT B
WEBSITE & DIGITAL INFRASTRUCTURE

Budget Category	Notes	Amount
WEBSITE & DIGITAL INFRASTRUCTURE		
Website Design & Development — Modern Marketing & Media	One-time fee	\$7,949
Website Hosting — Modern Marketing & Media	\$150/mo × 12 months	\$1,800
Events Calendar Pro Plugin	Annual license	\$149
Smashballoon Social Media Feed Plugin	Annual license	\$99
Website & Digital Total		\$9,997

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EXHIBIT C

VISITOR SAFETY AND TRANSPORTATION

Budget Category	Notes	Amount
VISITOR SAFETY & TRANSPORTATION		
Circulator Shuttle Service	\$1,250 per event × 5 events	\$6,250
Safety & Transportation Total		\$6,250

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