

MANAGER MASTER SERVICES AGREEMENT ADDENDUM

This Manager Master Services Agreement (the "Agreement") is entered into by and between the City of Eagle Pass, Texas ("City"), a political subdivision of the State of Texas, located at 100 S. Monroe, Eagle Pass, Texas 78852, and Just 1 Management, LLC (the "Vendor"), a Texas limited liability company, located at 2022 Oakshire Street, San Antonio, Texas 78232. City and Manager may be referred to individually or collectively hereinafter as "Party" or "Parties" respectively.

WHEREAS, Parties entered into the Manager Master Services Agreement on March 1, 2024; and

WHEREAS, Parties have agreed to additional terms.

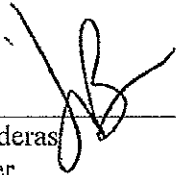
NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties to this Agreement agree as follows:

1. Paragraph 4, section c of the Manager Master Services Agreement is void and changed to the following:
Non-Alcoholic Beverage Revenue Share. Manager shall receive fifty percent (50%) of non-alcoholic net sales (i.e. gross non-alcoholic sales less all applicable reasonable costs and expenses) related to the Music Festival. For the avoidance of doubt and sake of clarity, the City shall receive fifty percent (50%) of non-alcohol net sales.
2. **Ticket Sales.** All Music Festival entrance ticket sales revenues shall be paid to the City of Eagle Pass within 30 days of April 8, 2024.
3. **Revenue Shares.** All Revenue Shares including non-alcoholic and merchandise sales payable to the City of Eagle shall be paid out within 30 days of April 8, 2024.

The Effective Date of this Agreement shall be 5th day of April, 2024.

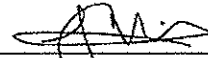
The City

By: _____
Homero Balderas
City Manager



Manager

By: _____
Jesse Minton
Just 1 Management, LLC- Owner




Attest:



Imelda Rodriguez
City Secretary

Approved as to form:



Ana Sophia Garcia
City Attorney

MANAGER MASTER SERVICES AGREEMENT

This Manager Master Services Agreement (the "Agreement") is entered into by and between the City of Eagle Pass, Texas ("City"), a political subdivision of the State of Texas, located at 100 S. Monroe, Eagle Pass, Texas 78852, and Just 1 Management, LLC (the "Vendor"), a Texas limited liability company, located at 2022 Oakshire Street, San Antonio, Texas 78232. City and Manager may be referred to individually or collectively hereinafter as "Party" or "Parties" respectively.

RECITALS

WHEREAS, City is political subdivision of the State of Texas, seeking event management services for a City sponsored music festival titled "57 South Music Fest" ("Music Festival") scheduled at 794 Lucky Eagle Drive, Eagle Pass, Texas 78852 ("Venue") from April 5, 2024 to April 7, 2024 ;

WHEREAS, Manager is experienced in providing event management services ("Event Management Services");

WHEREAS, City desires to engage Manager to provide City Event Management Services for the Music Festival, as more fully described herein.

WHEREAS, On July 6, 2023, and on February 27, 2024 City of Eagle Pass City Council moved to enter into a contract with Just 1 Management, LLC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties to this Agreement agree as follows:

1. **Definitions.**

"Total Cost of Services Provided "-any and all cost necessarily and reasonably incurred by the Manager in performing the Services in accordance with this agreement, not to include insurance fees. All cost shall be agreed upon by Manager and City in list of services established in Exhibit A.

"Confidential Information" shall mean all information (including without limitation, trade secrets, business records and plans, financial records, client lists, ideas, models, memoranda, written notes, marketing plans, photographs, sketches, inventions, and/or products) that Manager or its officers, directors, employees, agents, lenders, accountants, attorneys, financial advisors, representatives and affiliates (collectively, the "Representatives") will furnish to the City and its Representatives, whether tangible or intangible and in whatever form or medium provided. Notwithstanding the foregoing,

Confidential Information does not include: (i) any information currently known or available to the City from public records or from other sources in accordance with law or (ii) any information which later enters the public domain (other than through disclosure by the City).

Work(s)” shall mean, but not be limited to, any and all designs, discoveries, inventions, products, computer programs, procedures, audio and video content, press releases, artwork, development improvements, developments, drawings, notes, documents, information, memoranda, correspondence and materials made, conceived, developed, and/or produced by Manager alone or with others for the City’s use or benefit.

2. **Term of Agreement and Termination.** The term (“Term”) of this Agreement will be from the Effective Date to April 10, 2024 (the “Term”). Notwithstanding the foregoing, this Agreement can be terminated pursuant to paragraph 11a of this Agreement.
3. **Event Management Services.** City does hereby retain Manager to provide Event Management Services to City as set forth in the Scope of Work (“SOW”) attached to this Agreement as Exhibit “A”. City agrees to use Manager as the exclusive provider of Event Management Services for the Music Festival solely during the Term of this Agreement.

During the Term, the Parties may meet at any time to revise and amend the Event Management Services described in Exhibit “A” and shall not, at any time, be limited to implementing only the items described in Exhibit “A” (subject to the mutual written agreement of the Parties).

4. **Manager Fee, Compensation and Revenue Share.** In consideration for the Event Management Services rendered by Manager under this Agreement, City agrees to pay Manager as follows:
 - a. **Manager Fee.** The City shall pay the Manager six percent (6%) of the total cost of the services provided for the Music Festival (e.g. if the total cost of the Music Festival is \$3m, Manager shall be paid \$180,000 [i.e. \$3m x 6%]). To date, Manager has received \$78,605.00 in Manager fees.
 - b. **Compensation.** City agrees to pay Manager talent buying fees, production expenditures, operational expenditures, marketing and media services, event insurance, and management fee in an amount not to exceed \$2.5 million dollars, identified as Exhibits “A” herein.
 - c. **Non-Alcoholic Beverage Revenue Share.** Manager shall receive forty percent (40%) of non-alcoholic net sales (i.e. gross non-alcoholic sales less all applicable reasonable costs and expenses) related to the Music Festival. For the avoidance of

doubt and sake of clarity, the City shall receive sixty percent (60%) of non-alcohol net sales. (will discuss further parties have agreed to negotiate the non-alcoholic percentages based on alcoholic percentages)

- d. **Merchandise Revenue Share.** Manager shall receive sixty percent (60%) of merchandise net sales (i.e. gross merchandise sales less all applicable reasonable costs and expenses) related to the Music Festival. For the avoidance of doubt and sake of clarity, the City shall receive forty percent (40%) of merchandise net sales.
 - e. If manager can save any additional monies. Manager will pass on the savings to city.
5. **Duties and Responsibilities of the City.** Please see attached Exhibit "B".

6. Duties and Responsibilities of the Manager. The Manager shall be responsible for the following:

- Design even set up
- Manage event staff
- Negotiate and execute Artist Contracts
- Stage and production set up and take down
- Promoting the Event
- Managing event production team
- Schedule talent performance
- Oversee and coordinate logistics

7. **Confidential Information; Confidentiality and Nondisclosure.**

a. Manager agrees to furnish certain Confidential Information (as defined above) to the City and its respective Representatives (as defined above) concerning Manager's business operations for purposes of ensuring the Event Management Services are performed pursuant to this Agreement.

b. The Confidential Information is a valuable, special, and unique asset owned by Manager which provides such Manager with a significant competitive advantage and needs to be protected from improper disclosure. Improper Disclosure shall mean disclosure of Confidential Information, which, if in the hands of a competitor, could provide a competitor of the Manager, a competitive advantage over the Manager.

For and in consideration of the disclosure to the City of the Confidential Information, to the extent permitted by law, the City agrees that it will keep the Confidential Information confidential and that the Confidential Information will not without the prior written consent of the Manager, be disclosed by the City or its Representatives in whole or in part to any

person, entity, or third-party. The City and its Representatives will not at any time or in any manner, either directly or indirectly, disclose or use any Confidential Information for personal gain or divulge, disclose, or communicate in any manner, any information that is Confidential Information to any third party, unless expressly authorized to do so by the Manager.

In the event that the City receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court or by a governmental body or is legally compelled in any other manner, the City agrees (i) to notify the Manager as soon as commercially practicable of the existence, terms and circumstances surrounding such request so that the Manager may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this provision and (ii) to consult with the City on the advisability of taking legally-available steps to resist or narrow such request. If disclosure of such Confidential Information is required to prevent the City from being held in contempt or subject to other penalty, the City agrees to furnish only such portion of the Confidential Information that the City believes it is legally compelled to disclose and to exercise reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information. The City shall be responsible for the legal fees incurred in connection with such matters. The City further agrees to the following: (i) not to copy or modify any Confidential Information without the prior written consent of the Manager, (ii) not to disclose any Confidential Information to any of its employees, except those employees who are required to have the Confidential Information in order to perform their duties; and (iii) upon a written or oral request by the Manager, immediately return all written, digital, recorded and/or printed materials containing any Confidential Information.

Notwithstanding anything to the contrary stated herein, any confidentiality obligations of the City under this Agreement are modified to provide that disclosure of certain material by the City may be required due to its status as a governmental entity under Chapter 552 of the Texas Government Code ("Texas Public Information Act" or "Act"). The City agrees to promptly notify Manager of any pending disclosure request under the Act pertaining thereto in order to enable Manager to monitor and, if it so wishes, to the extent permitted by law, intervene to oppose such disclosure.

Manager understands the City is bound by the provisions of the Texas Public Information Act and Attorney General Opinions issued under the statute. Within three (3) days of receipt, Manager will refer to the City any third-party requests for public information related to the City, received directly by Manager, for information to which Manager has access as a result of or in the course of its performance under this Contract.

8. **Non-solicitation.** The City agrees that during the Term and continuing for six (6) months after the date of termination of this Agreement, the City will not, directly or indirectly: (a) solicit, recruit or otherwise induce or attempt to induce any employees to leave the employment of the Manager; (b) interfere with or disrupt the Manager's relationship with

any of its employees or vendors; (c) induce or attempt to induce any person or entity which does business or is a client with the Manager to cease doing business with the Vendor; or (d) influence or attempt to influence any person or persons, firm, association, syndicate, partnership, company, corporation or other entity that is a contracting party with the Manager to terminate any written or oral agreement with the Manager or enter into any agreement with any such person or entity which would have an adverse effect on the Vendor.

9. **Ownership of Confidential Information and Intellectual Property.** Each Party shall be the sole and exclusive owner of any and all copyrights, trademarks, trade secrets, patents and other proprietary or intellectual property rights (collectively "Intellectual Property") in and to their respective Confidential Information, free of any claim whatsoever by the other Party or by any persons deriving any rights or interests from the other Party. Further, City agrees that any and all work(s) ("Work(s)") of any kind created by Manager on behalf of the City shall, from the inception of its creation, be entirely the sole and exclusive property of Manager in perpetuity, free of any claim whatsoever by the City or any persons deriving any rights or interests from the City. Each copyrightable aspect of the Work will be considered a "work made for hire" within the meaning of the Copyright Act of 1976, as amended. Manager shall have the right to secure registration of the copyright in and to any of the Work created by Manager in Vendor's name as the owner and author thereof and to secure any and all renewals of such copyright. The City also acknowledges that the Parties do not intend for the Parties to be a joint author of the Work within the meaning of the Copyright Act of 1976, as amended, and that in no event will the City be deemed the joint author of any Work. Further, the City hereby fully assigns and agrees to fully assign to Manager exclusively all rights, title, and interests in and to the Work including but not limited to all copyrights, patents, trademarks, trade secrets, and all other proprietary rights therein that City may have or obtain, without further consideration, free from any claim whatsoever by the City or any persons deriving any rights or interests from the City. The City shall, upon Vendor's request, execute, and deliver to Manager any and all applications, assignments (including assignment of copyrights and any renewals and extensions thereof), and other documents that Manager reasonably requests for protecting the Work, whether in the United States or any other country.

10. **Manager Representations and Warranties; Indemnity.**

a. **Manager Representations and Warranties; Indemnity.** Manager warrants and represents: (i) it is under no disability, restriction, or prohibition with respect to Vendor's right to sign and fully perform under this Agreement (ii) it is not now and during the Term shall not be a party to or bound by any contract or agreement which will interfere with Vendor's performance of its obligations under this Agreement, (iii) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on Vendor's ability to perform its obligations under this Agreement, (iv) it will comply with all applicable laws in the performances of its obligations under this Agreement and (v) it will take no action to challenge or erode the City's Intellectual Property Rights.

IN THE EVENT ANY PERSON OR ENTITY, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST CITY THAT ARISES OUT OF, RELATES IN WHOLE OR IN PART, OR RELATES IN ANY WAY TO THE SUBJECT OF THIS AGREEMENT IN ANY RESPECT, MANAGER AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS, AND ATTORNEYS' FEES, EVEN WHEN CAUSED IN WHOLE OR IN PART BY THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LEGAL DEFAULTS OF CITY.

MANAGER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE CITY AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES HARMLESS AGAINST AND ANY AND ALL DEMANDS, CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF MANAGER OR ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS IN THE PERFORMANCE OF THIS USE AGREEMENT; EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY. IT IS FURTHER PROVIDED THAT THE CITY SHALL GIVE MANAGER PROMPT AND REASONABLE NOTICE OF ANY SUCH CLAIM OR ACTION AND MANAGER SHALL HAVE THE OBLIGATION TO INVESTIGATE, COMPROMISE, DEFEND AND PAY SAME TO THE EXTENT REQUIRED HEREIN. TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS, MANAGER AGREES TO FULLY INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER TO ANY PROPERTY OF THE CITY, REAL OR PERSONAL, ARISING OUT OF THE OCCUPANCY OR USE OF THE PREMISES IN RELATION TO THIS USE AGREEMENT.

Manager shall not be liable to the City for any loss or damage other than to the extent caused by Vendor's gross negligence, willful misconduct, acts and/or omissions, or Vendor's material breach of this Agreement and the City both waives and releases Manager and its affiliates, divisions, successors, licensees, assigns and/or each of their respective officers, directors, attorneys, agents, and employees, from any such liability for all injury, loss, damages, costs and expenses (including attorney's fees) collectively, the ("damages") arising from any cause whatsoever arising out of or resulting from Vendor's actions under this Agreement, except to the extent such damages shall be caused by Vendor's own gross negligence, willful misconduct or Vendor's material breach of this Agreement.

b. City's Representations and Warranties; Indemnity. The City warrants and represents: (i) it has the right and power to enter into and fully perform this Agreement, (ii) no agreement of any kind heretofore entered into by the City shall interfere in any manner with the complete performance by the City of this Agreement, (iii) there are no pending or threatened legal, administrative, or other

proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on the City's ability to perform its obligations under this Agreement, (iv) it will comply with all applicable laws in the performances of its obligations under this Agreement, and (v) it will take no action to challenge or erode the Vendor's Intellectual Property Rights.

The City is a governmental unit that is prohibited by law from indemnifying other parties pursuant to the provisions of the Texas Constitution and applicable and Texas Attorney-General opinions and cases. Notwithstanding anything appearing elsewhere to the contrary, there shall be no special assumption of liability and no indemnification or "holding harmless" of Vendor, or any other party, by the City under this Agreement and any amendments thereto, regardless of how characterized.

11. **Insurance.** During the Term, Manager at its expense shall maintain insurance coverage in the following minimum amounts:

Commercial General Liability
\$2,000,000.00 Each Occurrence
\$4,000,000.00 General Aggregate
\$3,000,000.00 Umbrella

Such insurance shall be provided by a carrier who shall be licensed to provide such coverage in the State of Texas. The maintenance in full current force and effect of such coverage shall be a condition precedent to the City's obligation to pay under this Agreement.

12. **Sponsorship.** All monetary Sponsorships received by Manager and/or City shall be payable to the City. City shall receive written notice about any sponsorship or donations within five (5) business days of receipt. Attached as Exhibit C.

13. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by Manager for which Manager has been compensated pursuant to this Agreement shall be the property of CITY. Manager will deliver to CITY copies of the prepared documents, materials, and receipts received. Manager shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. Manager may make copies of any and all such documents and items and retain same for its files. Manager shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than Manager subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified. The contracts for the artists will NOT be provided due to NDA information; however, the Manager will provide an appropriate payment log and receipt for the monies paid to artists as per the contract.

14. In submitting invoices, Manager acknowledges and by execution of this agreement certifies the following:

- The invoices have been carefully reviewed for detailed description of the Contract services performed;
- The Contract services were performed in compliance with the Agreement;
- The amount of the invoice and all previous invoices together do not exceed the contractual cap of the Agreement pursuant to Exhibit A, plus any changes made as defined below; and
- All appropriate and required supporting documentation is attached.

15. **Miscellaneous.**

- Breach, Notice and Cure.** In the event of any default or breach by a Party in the performance of any of its obligations or warranties hereunder, the non-breaching Party shall give the breaching party written notice of such default. The breaching party shall then have five (5) days ("Cure Period") from receiving such notice to cure such breach before being declared by the non-breaching party to be in breach or default of this Agreement. If the breaching Party fails to correct such breach within the Cure Period, the non-breaching Party shall have the right to terminate this Agreement within ten (10) days of the expiration of the Cure Period. Further, if the non-breaching Party terminates this Agreement under this Paragraph, any payments due to the non-breaching Party under this Agreement shall be paid within thirty (30) days of such termination.
- Assignment.** The Parties shall not have the right to assign this Agreement or any of its rights hereunder or to delegate its obligations hereunder or any part thereof to any third party without the express written consent of the other Party and any purported assignment shall be void.
- Force Majeure.** If because of: act of God, epidemic, pandemic, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy, including acts of terrorism, enactment, rule, order or act of any government or governmental instrumentality (whether federal, state, local or foreign), , shortage of raw materials, or other cause of a similar or different nature not reasonably within a Party's control, as applicable (a "Force Majeure Event"), either party hereto is materially hampered in the performance of its obligations under this Agreement or its normal business operations are delayed or become impossible or commercially impracticable; then, without limiting such party's rights, the party affected by such Force Majeure Event shall have the option, by giving the other party notice, to suspend its obligations hereunder for the duration of any such contingency. Subject to the terms and conditions of this Agreement, neither Party shall be deemed to be in breach of this Agreement, or shall otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party within three (3) days of date on which such party gains actual knowledge of the event. The non-performing Party shall use diligence in attempting to remove any such cause. Notwithstanding anything to the contrary

stated in this Paragraph, any payments due under this Agreement to a Party shall not be suspended by a Force Majeure Event.

- d. **Non-Disparagement.** Except as required by law, both Parties hereby agree neither Party shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or any legal entity: (i) disparage or portray in a negative light, the other Party, or any of its current or former directors, owners, members, managers, or officers (each, a “Covered Person”), with respect to such Covered Person’s business reputation as it relates to the business activities conducted by such Party whether in public or private, including in any and all interviews, oral statements, written materials, electronically-displayed materials, and material or information displayed on Internet-related sites and/or on any social media platforms (i.e. Tik-Tok, Instagram, Snapchat, Twitter, Facebook and any other social media platforms now known or created in the future).
- e. **Governmental Immunity.** The City is a political subdivision of the State of Texas and, therefore, enjoys governmental immunity. By entering into this Agreement, the city does not (1) consent to suit; (2) waive its governmental immunity or the limitations as to damages under the Texas Tort Claims Act; (3) waive prohibitions on indemnity and/or lien provisions; and/or (4) waive any other immunities, rights and remedies entitled to the City under law.
- f. **Payments.** Notwithstanding anything appearing elsewhere to the contrary, the City is a political subdivision of State of Texas and as such is authorized to make payments to vendors only as provided by applicable statute, Section 2251.021 (a) of the Texas Government Code, the provisions of which (essentially net 30 days) shall override any contrary language of the Agreement. Any interest on overdue amounts shall not exceed the rate(s) established by Section 271.153(a)(4) of the Texas Local Government Code.
- g. Government Code Chapter 2274 Certification If this Agreement provides for payment to CONTRACTOR of over \$100,000 and if CONTRACTOR employs ten or more people full-time, then CONTRACTOR, by signing below, certifies that: CONTRACTOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and CONTRACTOR will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.
- h. Authority to Sign. The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
- i. **Tax-Exempt.** The City is a tax-exempt unit of Texas local government, and it shall not be responsible for any taxes.

- j. **Successor in Interest.** This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective heirs, successors, permitted assigns, and representatives.
- k. **Invalidity of Terms.** If any clause, sentence, paragraph or part of this agreement, or the application thereof to any person, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, void, voidable, illegal, or unenforceable, such judgment shall be limited and confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person involved.
- l. **Notices.** All notices hereunder required to be given to the City shall be sent to the City at its address first mentioned and all notices to Manager shall be sent to the address provided by Manager in this Agreement, or such other address as each party respectively may hereafter designate by notice in writing to each other. All notices shall be in writing and shall be sent by registered mail or certified mail, return receipt requested, or professional courier (i.e. UPS, FedEx). The day of mailing of any such notice shall be deemed the date of the giving thereof.

TO CITY:

City of Eagle Pass
100 S. Monroe
Eagle Pass, TX 78852
Attn: City Manager--Homero Balderas

To Manager:

Just 1 Management, LLC
Attn: Jesse Minton
2022 Oakshire Street
San Antonio, Texas 78232

- m. **Applicable Law and Jurisdiction.** This Agreement has been entered into in the State of Texas and the validity, interpretation, construction, and legal effect of this Agreement and any and all claims, disputes, disagreements, or litigation (“Dispute(s)”) which may arise out of the interpretation, performance, or breach of this agreement shall be governed by the laws of the State of Texas, without giving effect to principles of conflicts of law. The Parties agree that if a Dispute cannot be settled through direct discussions, the Parties further agree that any and all Disputes arising from or related in any way to this Agreement or any of its provisions shall be resolved solely and exclusively by the courts in the State of Texas and the Parties agree that they shall be subject to the personal jurisdiction of the state courts located in Eagle Pass, Maverick County, Texas. In addition to such damages as may be found by any court, the prevailing party will be entitled to recover its reasonable attorneys’ fees and costs, including those related to or arising out of any injunctive proceedings.

- n. **No Agency.** The Parties each shall have the status of an independent contractor, and nothing herein contained shall contemplate or constitute either Party to be an agent of each other. This Agreement does not constitute or acknowledge any partnership or joint venture between the City and Vendor.

- o. **Entire Agreement; Amendment; Waiver.** This Agreement contains the entire understanding between the Parties, supersedes and replaces all prior and/or contemporaneous negotiations, proposed agreements, or agreements, whether written or oral and whether between principals or representatives of the parties. This Agreement may only be modified by a writing signed by authorized signatories of both Parties. Each Party hereto acknowledges that no other party, nor agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein to induce them to execute this Agreement, and each party acknowledges that they have not executed this Agreement in reliance upon such promise, representation, or warranty not contained herein. No waiver by a Party of a breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

- p. **Captions.** The captions herein contained are inserted solely for reference and shall not constitute a part of this Agreement nor affect its construction, meaning or effect.

The Effective Date of this Agreement shall be 03/01^{March 01,}, 2024.

The City

By: _____

Homero Balderas

City Manager

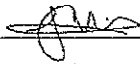


Manager

By: _____

Jesse A. Minton

Just I Management, LLC- President



Attest:



Imelda Rodriguez
City Secretary

Approved as to form:



Ana Sophia Garcia
City Attorney

EXHIBIT "A"
SCOPE OF WORK

Manager agrees to provide the following Event Management Services:

EXHIBIT "B"
CITY OF EAGLE PASS DUTIES AND RESPONSIBILITIES

The City shall be responsible for providing the following:

1. Twenty (20) general vendors with a 10'x10' space and ten (10) food truck vendors with a 10'x20' space. The City is solely responsible for registering all vendors, including but not limited to, obtaining all necessary Manager information.
2. Medical and Police staff liaisons
3. Communication devices for all city personnel, including but not limited to, police and medical liaisons
4. Transportation shuttles and shuttle pick-up and drop off locations
5. All pertinent parking lot information
6. Waste management services (including pick up personnel included)
7. Manager lodging for Manager Management Staff (Names to be provided by Vendor) for the following dates:
 - 1-Air BnB, 2 bedroom w/Garage for storage (check-in: 3/4/24; check-out: 4/10/24)
 - 3-Air BnB (minimum 4 ppl) check-in: 3/31/24; check-out: 4/10/24
 - 5-Hotel Rooms (Double Beds) check-in: 3/31/24; check-out: 4/10/24
8. Hotel Accommodations for Music Festival Artists (see attached request)(20 rooms-2 nights, 15 rooms- 1 night, 2 rooms- 5 night)
9. Manager VIP Tables/Seats. 46 tables (32" round tables) 4 seats a table 168 total seats

VIP	Seats
Outfront Media	4
Lamar Outdoor	4
Clear Channel Outdoor	4
Cox Media Group	4
Universal Media Connections	4
KSAT	4
Silver Eagle	12
Pepsi	8
IBC	8
Doggett	8
Private Buyers (already sold)	96
Artist	20

City Of Eagle Pass	8
Total	184

10. CREDIT: City shall give Manager appropriate production credit in all advertisements and trade or consumer ads which is now known or created in the future that relates to the Music Festival. Such credit shall be in substantial form: "Produced by Just I Management, LLC"

11. City will provide the following services for the Event, all of which may be subject to change: Port a potty, light towers, fuel, tables, chairs. Generators, Utility Golf carts (5), Passenger Golf Cart (1), Heavy Equipment (Boom, fork lifts, skit steers).

Just 1 Management, LLC

List of Services

Event Name: 57 South Music Fest

DATE	ITEM	DESCRIPTION OF SERVICES	ORIG FEES	ACTUAL	DIFFERENCE
5/1/2023	Talent Buying Fees	Artists contract negotiations, Artist transportation, run of show personnel, Backstage personnel and execution, lodging, riders, etc	\$ 2,152,090.00	\$ 1,228,860.00	\$ 923,230.00
5/1/2023	Production Expenditures (Texas AVL)	Personnel (stage hands), Stage, Lighting, Sound, Load-in, Set-up, Load-out,	\$ 390,234.00	\$ 345,750.00	\$ 44,484.00
5/1/2023	Operational Expenditures (Marketing Activations Group)	Scheduling, Operational Direction/Pricing, Venue Site Plan for best results, Financials, Ticketing, Security, Tents, etc	\$ 810,600.00	\$ 750,549.00	\$ 60,051.00
5/1/2023	Marketing Services	Hype Video/Reel production for presentation to Council, Event Logo production,	\$ 1,500.00	\$ 1,500.00	\$ -
5/1/2023	Marketing Services	Social Media Consulting, Social Media Content, Sponsorship Recommendations, etc.	\$ 33,000.00	\$ 33,000.00	\$ -
5/1/2023	Marketing Services	Website Development, Content, Maintenance, etc	\$ 11,000.00	\$ 11,000.00	\$ -
5/1/2023	Media Buys	Social Media Dig Ads, Radio, TV & OOH	\$ 110,000.00	\$ 76,300.00	\$ 33,700.00
5/1/2023	Event Insurance	*Event Insurance (cancellation policy due to uncontrollable circumstances)	\$ 125,000.00	\$ 75,000.00	\$ 50,000.00
5/1/2023	Management Fee (Just 1 Management, LLC)	Management fee (6%); covers drink coupon personnel, merchandise personnel, catering for production and BOH staff, staff t-shirts, lodging for Production Team (40), management fee, etc. <i>*Subject to change once final policy is issued</i>	\$ 363,342.40	\$ 146,817.54	\$ 216,524.86
			\$ 3,996,766.40	\$ 2,668,776.54	\$ 1,176,202.86

**Fees are subject to change if details for day of event change

57SMF OPERATIONAL Expenses

Item	COSTS	ACTUALS	Description	Left to Inv
SECURITY (INGRESS Security)				
Walk Through Metal Detectors	\$ 30,000.00		GATES 4pm-Midnight concert Friday/Sat/ Sunday	
Wonding medal detectors	\$ 3,500.00	\$ 3,500.00	20	\$ 4,000.00
Command Center Trailer	\$ 38,500.00		this will be for (8) people to run command center	
Office Supplies & printers	\$ 1,750.00			
Radios	\$ 21,575.00		rental of staff radios, charges, ear pieces and mics	
Gate, Stage, Crowd Control, VIP & BOH Security	\$ 108,480.00		42 Armed Guards plus 4 Supervisors	
Overnight Security	\$ 79,200.00		6 Guards 24/7 from 4/1 - 4/10 during Load-in & Load-out	
Tables for Entrance	\$ 1,000.00	\$ 1,000.00	12 tables	
Travel	\$ 35,500.00	\$ 35,500.00	13 rooms w/4 beds (4ppl/room)-Security company will have to approve	\$ 51,500.00
TOTAL	\$ 319,505.00	\$ 40,000.00		
Items provided by city	\$ -	\$ -	Deposit	
	\$ 196,201.00	\$ -	Medical Staff liason, police liason, coms for communication to city personal, medical staff.	
	\$ -	\$ -	Invoice #1006 (everything except wonders & travel)	
	\$ -	\$ 40,000.00	Invoice #	
PRINTING (MAG)				
Production/Creative	\$ 5,500.00		Creative Management	
Printing Credentials	\$ 10,200.00		400 VIP, 100 Staff, 100 Sponsor, 30 Just 1, 20 City Officials, All Access, (STAGE was omitted but will be replaced with LED)	
Fence Scrim	\$ 18,500.00		600' of mesh	
VIP Area signage/ FLAGS	\$ 3,250.00			
entrance signage	\$ 5,250.00		60' long x6' tall Entrance banner with sponsor logos with FLAGS too...	
Ticketing signage	\$ 3,150.00		20' long x 10" tall Ticket sign and flags	
Drink Tent Signage	\$ 1,000.00		flags and tent signage	
Lanyards, Coupons/Tickets & Wristbands	\$ 2,250.00			
Misc Signage (can't do anything about these)	\$ 14,750.00	\$ 14,750.00	Directionals, Check-in & Misc Banners (Directionals take 3 weeks to produce w/Hardware)	\$ 14,750.00
Shipping	\$ 8,250.00	\$ 3,000.00	shipping supplies/signage and misc items in and out for the event	\$ 3,000.00
TOTAL	\$ 72,900.00	\$ 17,750.00		
Items provided by city	\$ -	\$ -	Deposit	
	\$ 42,650.00	\$ -	Print for Parking lots, Shuttles, Shuttle drop off	
	\$ -	\$ -	Invoice #1006 (everything except Directional line item plus \$3,000 of shipping left to invoice)	
	\$ -	\$ 17,750.00		
TENTS (MAG)				
40x40 tents	\$ 53,500.00		5 tents w/side walls, lights & ballasts, set-up, take-down, rush delivery	
20x20 tents	\$ 49,000.00		10 tents w/side walls, lights & ballasts, set-up, take-down, rush delivery	
Fencing & bike racks	\$ 43,844.00		2,500' of additional fencing, 1300' of bike rack, set-up, take down, rush delivery	
Mojo	\$ 15,500.00		Fencing for front of stage, set-up, take-down, rush delivery	
8' tables	\$ -		60 tables	
TOTAL	\$ 161,844.00	\$ -		
Items provided by city	\$ 45,500.00	\$ -	Deposit	
	\$ -	\$ -		
	\$ 116,344.00	\$ -	Invoice #1006	
	\$ -	\$ -		
HEAVY EQUIPMENT (MAG)				
26' truck rental (National Rent a Truck)	\$ 5,000.00		1 truck	
Misc Heavy Equipment	\$ -		Booms, forks, skid steers, transportation (would love to get locally but was told not available)	\$ 38,750.00
Golf Carts	\$ -		6 Golf carts (gas powered), Gas, transportation to and from (need to be utility carts (5), 1 passenger golf cart)	\$ 6,000.00
Mobile Trailer for Management	\$ 5,000.00		1 trailer, transportation rental for 1 week	
Misc Tools	\$ 2,850.00			
Misc supplies	\$ 4,850.00		zip ties, tape, banner poles & hardware, tie line, ect.	
TOTAL	\$ 17,700.00	\$ -		
Items provided by city	\$ 5,000.00	\$ -	Deposit	
	\$ -	\$ -	Waste Management services (pick up personnel included)	
	\$ 12,700.00	\$ -	Invoice #1006	
	\$ -	\$ -		
Misc Items				
Port a potty (A Clean Portaco)	\$ -	\$ -	100 Port a Johns, dry & wet services, drop off and pick up, 2 Climate controlled trailers	\$ 115,000.00

TALENT PAYMENT INFORMATION

	CONTRACT	Paid out	Balance
	\$ 600.00	\$ 600.00	\$ -
	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
	\$ 7,500.00	\$ 3,750.00	\$ 3,750.00
	\$ 9,000.00	\$ 5,000.00	\$ 4,000.00
	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00
	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00
	\$ 20,000.00	\$ 5,000.00	\$ 15,000.00
	\$ 25,000.00	\$ 12,500.00	\$ 12,500.00
	\$ 25,000.00	\$ 12,500.00	\$ 12,500.00
	\$ 35,000.00	\$ 17,500.00	\$ 17,500.00
Frontera	\$ -	\$ 175,000.00	\$ (175,000.00)
	\$ 70,000.00	\$ 35,000.00	\$ 35,000.00
	\$ 75,000.00	\$ 38,750.00	\$ 36,250.00
Intocable	\$ -	\$ 75,000.00	\$ (75,000.00)
Ramon Ayala	\$ 125,000.00	\$ 62,500.00	\$ 62,500.00
	\$ 230,000.00	\$ 110,000.00	\$ 120,000.00
	\$ 500,000.00	\$ 250,000.00	\$ 250,000.00
BALANCES	\$ 1,172,100.00	\$ 828,100.00	\$ 344,000.00
Artist Management	\$ 56,760.00		
	\$1,228,860.00		

57SMF PRODUCTION Expenses

Texas AVL

Item	COSTS	Description
AUDIO		
24L Acoustic K2 Speakers Mains		
16L Acoustic Kara Out fills		
6L Acoustic Kara Front fills		
24L Acoustic s28 Subs		
2 CL5 With 4 Rios		
8 Monitors		
Sidefills		
Backline		Drum set, Bass Amp, Guitar Amp
	\$ 40,000.00	3 days of use
TOTAL	\$ 40,000.00	
	\$ 20,000.00	Deposit
LIGHTING		
3 40' truss		
Chauvet Beams		
Chauvet Spots		
Strobes		
Blinders		
1 Grand MA2		
2 Follow Spot		
	\$ 27,000.00	3 days of use
TOTAL	\$ 27,000.00	
	\$ 13,500.00	Deposit
VIDEO		
40' X 18' video wall main		
2 screen 12'x12' Video Wall CC		
2 Cameras		
	\$ 33,750.00	3 days of use
TOTAL	\$ 33,750.00	
	\$ 16,875.00	Deposit
STAGE		
Stageline SAM550	\$ 60,000.00	1 week rental
TOTAL	\$ 60,000.00	
	\$ 30,000.00	Deposit
GENERAL		
Labor	\$ 95,000.00	20 certified crew members for 10 days (set-up, take down & day of event)
Labor	\$ 30,000.00	12 certified crew members for 3 days (Band and rigging)
Delivery	\$ 60,000.00	4 trailers to deliver and pick up
TOTAL	\$ 185,000.00	
	\$ 92,500.00	Deposit
TOTAL for Project	\$ 345,750.00	
Deposits Made	\$ 172,875.00	
BALANCE for Project	\$ 172,875.00	

Media Partners

Type of Media	Name	Media Group	Markets	Contract (Y/N)	Amount
OOH	Nadia Navarro	Outfront Media	SA	Y	\$ 5,000.00
OOH	Nayely Garcia	Lamar Outdoor	South TX	Y	\$ 12,000.00
OOH	Jenny Herrmann	Clear Channel Outdoor	SA	Y	\$ 13,000.00
Radio	Graylon Brown	Cox Media Group	SA	Y	\$ 13,000.00
Radio	Cynthia Rankin	Universal Media Connections	South TX	Y	\$ 7,500.00
TV	Rikko Ollervidez	KSAT	South TX	Y	\$ 15,000.00
Digital		Meta Business/Facebook		Y	\$ 10,800.00
					\$ 76,300.00

EXHIBIT "B"
CITY OF EAGLE PASS DUTIES AND RESPONSIBILITIES

The City shall be responsible for providing the following:

1. Twenty (20) general vendors with a 10'x10' space and ten (10) food truck vendors with a 10'x20' space. The City is solely responsible for registering all vendors, including but not limited to, obtaining all necessary Manager information.
2. Medical and Police staff liaisons
3. Communication devices for all city personnel, including but not limited to, police and medical liaisons
4. Transportation shuttles and shuttle pick-up and drop off locations
5. All pertinent parking lot information
6. Waste management services (including pick up personnel included)
7. Manager lodging for Manager Management Staff (Names to be provided by Vendor) for the following dates:
 - 1-Air BnB, 2 bedroom w/Garage for storage (check-in: 3/4/24; check-out: 4/10/24)
 - 3-Air BnB (minimum 4 ppl) check-in: 3/31/24; check-out: 4/10/24
 - 5-Hotel Rooms (Double Beds) check-in: 3/31/24; check-out: 4/10/24
8. Hotel Accommodations for Music Festival Artists (see attached request)(20 rooms-2 nights, 15 rooms- 1 night, 2 rooms- 5 night)
9. Manager VIP Tables/Seats. 46 tables (32" round tables) 4 seats a table 168 total seats

VIP	Seats
Outfront Media	4
Lamar Outdoor	4
Clear Channel Outdoor	4
Cox Media Group	4
Universal Media Connections	4
KSAT	4
Silver Eagle	12
Pepsi	8
IBC	8
Doggett	8
Private Buyers (already sold)	96
Artist	20

City Of Eagle Pass	8
Total	184

10. CREDIT: City shall give Manager appropriate production credit in all advertisements and trade or consumer ads which is now known or created in the future that relates to the Music Festival. Such credit shall be in substantial form: "Produced by Just 1 Management, LLC"

11. City will provide the following services for the Event, all of which may be subject to change: Port a potty, light towers, fuel, tables, chairs. Generators, Utility Golf carts (5), Passenger Golf Cart (1), Heavy Equipment (Boom, fork lifts, skit steers).