

STATE OF LOUISIANA

PARISH OF LAFAYETTE

PROFESSIONAL SERVICES

This Professional Services (the "Agreement") is made and entered into on the dates indicated herein below and is effective as of the 13th day of November 2023 by and between.

PARTIES

THE CITY OF YOUNGSVILLE, a Lawrason Act municipality and political subdivision of the State of Louisiana, represented herein by its Mayor, Ken Ritter, duly authorized by a motion adopted on the 12th day of October, 2023 (hereinafter referred to as the "City"); and

SOCIAL ENTERTAINMENT PRODUCTIONS, L.L.C., a domestic limited liability corporation herein represented by its manager, Gus Rezende, and having a physical address of 200 Rue Louis XIV, Lafayette, Louisiana, 70508 (hereinafter referred to as "Social") City and Social each a "party" and collectively, the "parties."

PURPOSE

The purpose of this agreement is to promote a social event for the public in connection with the bicentennial of Lafayette Parish. The parties wish to co-sponsor an event which shall be known as the "Youngsville on Ice". This Agreement is intended to delineate the obligations of each party and govern the distribution of proceeds raised by the event.

TERMS AND CONDITIONS

1. EVENT:

- (a) All parties agree the event will be designated, promoted and identified as the Youngsville on Ice, hereinafter referred to as the "Event".
- (b) The dates for the event shall be November 25, 2023, through December 31, 2023, and operated during such hours as reasonably determined by Social.
- (c) There shall be no events held on December 25, 2023.

2. OBLIGATIONS OF THE CITY. The City hereby agrees to::

- (a) allow the utilization of the Youngsville Sports Complex as the host site for the Event inclusive of the parking lot(s) necessary to accommodate patron parking, without charging any fee to Social or the Event;
- (b) secure and pay, at its sole cost and expense, all applicable premiums for event insurance which shall include general liability, as well as policies covering liability associated with liquor sales, which shall name Social as an additional insured;
- (c) sign any and all agreements to secure the rental and utilization of an ice skating rink with dimensions of not less than forty feet by eighty feet (40' x 80');

- (d) secure, at its sole costs and expense, all necessary permits, including without limitation local and state alcohol/liquor permits, for the Event;
- (e) provide, at its sole cost and expense, sufficient security for the entirety of the Event;
- (f) at its sole costs and expense, supply the necessary non-potable water for Event, including without limitation for the operation of chillers and rink for the duration of the Event;
- (g) at its sole cost and expense, collect nightly and remove of all solid waste generated by the Event and provide all receptacles and dumpsters;
- (h) at its sole cost and expense, provide standby emergency medical services (ambulance) throughout the duration of the Event;
- (i) at its sole cost and expense, provide Christmas and holiday decorations, including without limitation a Christmas tree;
- (j) when requested by Social, provide contact information for Sponsorship support;
- (k) provide social media support by sharing the event on all of the City's social media pages; and
- (l) after receiving training from the ice rink rental company, provide Rink Maintenance Support, such term meaning sweeping, scraping, application of additional layers of water, and conducting any other prescribed activities to ensure the ice rink is in safe, operable condition.

For clarity, when an obligation listed above is at the City's sole cost and expense, such expenses shall be borne entirely by the City and shall not be considered Event expenses for purposes of calculating any profit split hereunder.

3. OBLIGATIONS OF SOCIAL. Social hereby agrees to:

- (a) assume and be responsible for the duty of management and daily operation of the entire Event, excluding any responsibilities of the City identified above;
- (b) provide or contract for the necessary staffing (personnel) for the daily operations of the Event throughout the duration of the Event;
- (c) conduct all advertising, branding, marketing, and promotion activities for the Event;
- (d) use best efforts to secure sponsorships to assist in the funding of the Event;
- (e) conduct programming for the Event, including the booking and retaining of all performers throughout the duration of the Event.
- (f) secure and provide all necessary equipment and/or facilities (rentals) during the course of the Event, as determined by Social in its reasonable discretion;
- (g) contract for or otherwise provide sufficient legal, tax, bookkeeping, accounting, and administrative support for the Event, as determined by Social in its reasonable discretion, except that the City will shall be responsible for its legal fees and administrative expenses incurred in conducting the Event;
- (h) remit any sales or other applicable taxes due on Event ticket sales;
- (i) use reasonably efforts coordinate vendor's (except beverage vendors) payment of sales or other applicable taxes, except that under no circumstance shall Social be responsible for the payment of any vendor's taxes; and

- (j) supply generators for the necessary electricity for all event operations for the duration of the Event.

4. PROFIT SHARING AND FEES:

- (a) It is mutually agreed any profits derived from the Event shall be apportioned as follows:

City 15%.

Social 85%.

A final accounting shall be given, and all Profits distributed to the parties hereto by March 1, 2024. For purposes hereof, the term "Profits" means the monetary gain between the amount received/ earned less expenditures paid.

- (b) Social agrees to provide a weekly accounting to the City which is to include all funds received, as well as all payments made in connection with the Event.
- (c) In the event there is no profit derived from the Event, Social shall be responsible for all financial losses caused or created by the Event.
- (d) Social acknowledges and agrees that the City has tendered the amount of \$100,000 toward the Event.
- (e) It is mutually agreed Social will be entitled to a management fee in the amount of \$60,000 at the conclusion of the Event. Said fee is to be drawn as an expense from the proceeds of the Event; it being specifically understood the City is not obligated to pay said management fee.

5. INDEMNIFICATION:

The City and Social agree to indemnify, defend and hold each other harmless from and against any and all losses, damages, judgments, expenses or other liabilities whatsoever, including, but not limited to judgment value, interest, attorney's fees, court costs and related costs of defense arising out of or in any way connected with claims for personal injury, death, property damage, or contractual liability, that may be asserted against the City or Social respectively, by any party or parties, which arise or allegedly arise out of the fault or negligence of their own employees, contractors, agents, or representatives.

In other words, it is the specific intention of the City and Social to insulate each other from any and all liability which arises out of conduct of their own employees, agents, contractors, subcontractors and representatives so that the City will be protected from liability or damages caused or allegedly caused by Social's employees, agents, contractors, subcontractors or representatives and Social will likewise be protected from liability or damages, caused or allegedly caused by the City's employees, agents, contractors and subcontractors or representatives.

It is further understood that the City and Social agree to indemnify and hold each other harmless from or against any and all liability for injury, damage or loss occasioned to or sustained by any person or persons arising from or related to this Agreement which results from the fault or negligence of the indemnifying party, their employees, agents, contractors, subcontractors or agents.

Despite the foregoing, neither party shall be responsible to the other for losses caused by the other party's gross negligence or willful misconduct.

6. REPRESENTATIONS AND WARRANTIES:

Both parties represent and warrant to the others as follows:

- (a) *Estimates Only.* Except for costs, fees, and expenses specifically listed in this Agreement, all figures related to the events and discussed between the parties, as part of a proposal or otherwise, are estimates based on the parties' reasonable approximations of such costs, fees, and expenses. Moreover, such costs, fees, and expenses are subject to variance or change, including material change, for a variety of reasons, foreseeable and non-foreseeable.
- (b) *No Reliance.* Except for the terms and conditions of this Agreement, the parties are not relying on any prior representation or statements by the other party in deciding to enter into this Agreement or undertake the Event.
- (c) *Independent Evaluation.* Each party has undertaken its own independent evaluation of the Event and the likelihood of success, profit, or loss. Moreover, each party's decision to execute this Agreement and undertake the Event are based solely on such independent evaluation.

7. ASSIGNABILITY:

The parties herein shall not assign any interest in this Agreement and shall not transfer any interests without the prior written consent of all parties to this Agreement.

8. BREACH OF AGREEMENT/REMEDIES:

In the event either party defaults on their respective obligations (breach of terms), the aggrieved party shall be entitled to all remedies afforded under Louisiana law including, but not limited to, monetary damages and specific performance.

9. COMPLIANCE WITH LAWS:

The City and Social and their employees, agents, contractors, subcontractors and invitees shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this Agreement.

10. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of the City and Social.

12. TERM OF AGREEMENT

This Agreement shall be binding from the effective date recited above to the earlier of (a) the final accounting and settlement of profits or losses in accordance with Section 4; or March 31, 2024. Despite the foregoing, the indemnification provisions of Section 5 shall survive the termination of this Agreement for the length of the longest applicable prescriptive period (or statute of limitations), plus ninety (90) days.

13. RIGHT OF FIRST REFUSAL

It is anticipated the Event will be an annual occurrence. The City is to be afforded the option to host the Event in each successive year prior to any other community/municipality. The City will advise Social of its intent to exercise this option by written notice to Social (with email being sufficient) no later than August 30th of each year.

14. NOTICES

Except as otherwise required by law, any notice, consent, request, approval and other communication provided for under the terms of this Agreement shall be in writing and shall be deemed validly made or given: (i) on the date on which it is delivered personally with receipt acknowledged; (ii) five business days after it shall have been sent by registered or certified mail; (iii) one business day after it is sent by overnight courier (charges prepaid); or (iv) on the same business day when sent before 3:00 p.m., and on the next business day when sent after 3:00 p.m., by electronic mail with receipt acknowledged by return electronic mail from the recipient of the notice:

If to the City, addressed to:

The Honorable Ken Ritter
City of Youngsville Mayor
201 Iberia Street
Youngsville, LA 70592

If to Social, addressed to:

Social Entertainment, L.L.C.
Attn.: Gus Rezende
200 Rue Louis XIV
Lafayette, LA 70508

15. SURVIVAL OF CERTAIN TERMS AND CONSIDERATION:

After any cancellation, the terms and provisions regarding indemnification and confidentiality shall survive. The consideration for this Agreement is the mutual benefit of the parties to this agreement.

(Signature pages to follow)

THUS DONE AND SIGNED on the 13th day of November, 2023, in Youngsville, Lafayette Parish, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Erin Clement

(Signature)

Erin Clement

(Name Of Witness – Please Print)

Kayla Lemke

(Signature)

Kayla Lemke

(Name Of Witness – Please Print)

CITY OF YOUNGVILLE:

Ken Ritter

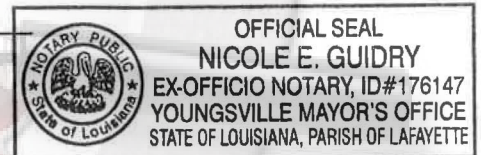
MAYOR KEN RITTER

Nicole Guidry

NOTARY PUBLIC

Printed Name: Nicole Guidry

Notary Identification No. 176147



[SIGNATURE PAGE TO FOLLOW]

CITIZENS FOR A
New Louisiana

THUS DONE AND SIGNED on the 13th day of November, 2023, in Lafayette, Lafayette Parish, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

**SOCIAL ENTERTAINMENT
PRODUCTIONS, L.L.C.**

Ken
(Signature)

By: GUS REZENDE, Manager

Ken Reizen
(Name Of Witness – Please Print)

(Signature)

(Name Of Witness – Please Print)

NOTARY PUBLIC
Printed Name: _____
Notary Identification No. _____

CITIZENS FOR A
New Louisiana